



# UniCredit Bank Hungary Zrt's Business Conditions for Bank Card Acceptance

Effective from  
8<sup>th</sup> May 2023

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# UniCredit Bank Hungary Zrt's Conditions for Bank Card Acceptance

Effective from 8<sup>th</sup> May 2023

## INTRODUCTORY PROVISIONS

These Business Conditions for Bank Card Acceptance (hereinafter: **Business Conditions**) include general terms and conditions for the service agreement concerning the settlement of bank card payment transactions approved by the Client, such settlement being performed by **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., date of issue: 28 February 1992., hereinafter: **Bank**) for its **Client** (hereinafter: **Acceptor**). 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.

Expressions not specifically defined by these 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 and in the Bank's Bank Card Terms and Conditions.

### 1. SCOPE AND AMENDMENT OF THE BUSINESS CONDITIONS

- 1.1. Under these Business Terms and Conditions, the Bank shall provide Card acceptance services to the Acceptor for the settlement of Bank Card Transactions conducted through hardware or software based POS terminals operated in the Acceptor's commercial units and web store applications.
- 1.2. The content of the legal relationship between the Bank and the Acceptor regarding Card Acceptance service is primarily determined by the Service Agreement for Bank Card Acceptance and the Service Agreement for Virtual POS (hereinafter: **Agreement**). In matters not provided for in the Agreement, the provisions of these Business Conditions shall apply. Should there be any difference between the provisions of the Agreement, the Business Conditions or any other general Business conditions, the provisions of the Agreement shall prevail.
- 1.3. In matters not regulated by the Agreement and the Business Conditions, the Guide for Bank Card Acceptance, the General Business Conditions, the other Business Conditions applicable at the Bank in the subject matter as well as the prevailing legislation shall apply.
- 1.4. The Bank is entitled to unilaterally modify or amend the Business Conditions the Agreement and the fees and commissions defined in the List of Conditions as provided for below. The Bank shall be entitled to any unilateral modification which is detrimental to the Acceptor in the case of changes in the situation of domestic or foreign financial markets, in legislation, in official requirements, in the Bank's business policies or in the risk related to the service included in the agreement; or in the case of changes made by International Card Organizations or any third parties having a contract with the Bank if such changes affect their legal relationship.
- 1.5. The Bank shall notify the Acceptor of its intention to modify the Agreement (including these Business Conditions) at least 2 months before the modification takes effect. The modification shall be deemed accepted by the Acceptor if it does not notify the Bank of the contrary before the modification takes effect. If the Acceptor notifies the Bank of the fact that it does not accept the modification, the Agreement (including these Business Conditions) shall be automatically terminated on the banking day preceding the effective date of the modification. This section does not apply to the modification of the reference exchange rate or the reference interest rate.
- 1.6. Until the date preceding the entry into force of the modification, Acceptors which are consumers or micro-enterprises are entitled to terminate the Agreement

(including these Business Conditions) with immediate effect, free of any fees, costs or other payment obligations.

- 1.7. If the Client is not a micro-enterprise or a consumer, the Bank is entitled to execute the unilateral modification without any specific notification, by way of Announcement.

## 2. BASIC DEFINITIONS RELATED TO CARD ACCEPTANCE

**“Bank card”**: electronic means of a payment instrument (including the anonymus bank card signed on the back side by the holder) issued physically or in virtualized/digitized form or registered as the tokenized card data of a physical card by a payment service provider or a financial institution, bearing the issuer’s logo, which makes it possible for its holder to dispose of its claims against the payment service provider, usually by using a personal identification code or any other identifier (except credit lines provided on the basis of credit cards).

**“Bank costs and Merchant service charge”**: the Bank costs and the Merchant service charge cover the other costs of the Bank emerging in relation to processing the transaction, as well as infrastructure operation and maintenance furthermore, the merchant service charge to be paid to the Bank for providing the service, which is specified individually according to the Regulation, charged directly by the Bank, and contained in the individual contracts. Under the Regulation Acceptor is entitled to request the Bank in writing to charge blended merchant service charges.

**“Interchange Fee”**: the levels of interchange fees which are to be paid to the Issuing Bank are specified, announced and can be modified anytime unilaterally by the given International Card Company, under the condition that in case of certain intra-EEA transactions the Regulation contains obligatory stipulations hereto. The levels of interchange fees in force at each time are announced on the websites of the given International Card Companies. The Bank shall charge the Client that interchange fee in force at each time defined by the given International Card Company, which is applicable based on the Bank card’s type, place of issuance, way of acceptance as well as the identification of the Card Holder.

**“Accepted Card”**: bank Cards bearing the MasterCard, MasterCard Electronic, Maestro, Visa or Visa Electron logo.

**“Other Accepted Card”**: cash free electronic payment instruments issued by Health Funds and Cafeteria cards, in the case of which the POS terminal shall have an authorization

requesting function, as defined in the Annex to the Service Agreement for Bank Card Acceptance.

**“Cafeteria card”**: cash free payment instruments issued in connection with off-salary benefits, such as Széchenyi Recreation (SZÉP) Card according to Government Decree 76/2018. (IV.20.).

**“Acceptor”**: any legal entity or natural person with which the Bank concluded an Agreement for Bank Card Acceptance and/or a Service Agreement for Virtual POS for the settlement of the price of products and/or services using the Bank Cards issued by the Bank or other Accepted Cards. The definition of “payee” stipulated in the Regulation is tantamount to the definition of Acceptor specified in present Business Conditions.

**“Point of Acceptance” or “Business Location”**: any premises or point of sale operated by the Acceptor under these Business Conditions, where a payment transaction can be initiated through a POS terminal.

**“Guide for Bank Card Acceptance”**: contains technical, design and acceptance requirements related to the acceptance of Bank Cards as well as operating instructions for POS and Virtual POS, and at the same time forms an inseparable part of the Agreement.

**“SoftPOS User’s Handbook”**: Describes the instructions regarding the operation and usage of a SoftPOS application.

**“Request for Authorization”**: applying for the Bank’s authorization for the acceptance of Bank Cards.

**“Intra-EEA Card”**: the Issuing Bank is a payment service provider incorporated in one of the member states of the European Economic Area. In case of these cards the payment transactions provided by the Bank according to present Business Conditions are regulated by the Regulation.

**“Non-EEA Card”**: the Issuing Bank is a payment service provider incorporated in a state which is not a member state of the European Economic Area.

**“Web Store Application”**: all e-commerce websites operated by the Acceptor and approved by the Bank.

**“Turnover”**: the transactions initiated with and successfully executed with an Accepted Card on the POS terminal, or via virtual POS terminal or SoftPOS application as well if the Bank authorizes, executes and settles the transaction in line with the card acceptance agreement concluded between the Bank and the Acceptor. The transactions executed with Other Accepted Cards are not part of the Turnover.

**“Card Holder”:** the person who is entitled to use a non-cash payment instrument based on the agreement concluded with the issuer of the Bank Card.

**“Card Slip”:** (i) a receipt printed by the POS terminal in two copies, furthermore (ii) the electronic data to be sent to the Bank by the POS terminal, and (iii) in case of SoftPOS application the copy of both the electronically stored and transferred electronic data of the Acceptor and the Cardholder with the same content as above whenever a Transaction is conducted.

**“Card Company Fees”:** contain system fees to be paid to the International Card Companies. These fees are charged unilaterally for each transaction by the International Card Companies and are passed on by the Bank to the Acceptor. The Card Company Fees are indicated in the List of Conditions for Bank Card Acceptance Services in force at each time, for information only, since the Bank shall have the right of unilateral modification of the Card Company Fees, in case – inter alia – if these are modified by the International Card Companies.

**“Issuing Bank”:** any payment service provider or financial institution having made the Bank Card available to the Card Holder.

**“MasterCard Identity Check (MCIdCheck)”:** web-based security procedure required by MasterCard International Inc. whose operational principle is the same as that of the Visa Secure application.

**“International Card Organization” or “International Card Company”:** any legal entity incorporated in Hungary or abroad through which the Bank, either by joining them or under any other agreement is entitled to conduct activities related to the acceptance of Bank Cards, in accordance with the regulations of the organization.

**“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.

**“Total Commission”:** Total Commission refers to the conditions containing blended merchant service charges, which do not specify the Interchange Fees, the Card Company Fees and the Merchant Service Charges separately.

**“POS” or “POS terminal”:** a card reader device linked to the Bank’s system electronically, enabling the electronic authorization, execution and settlement of payment transactions - which are conducted using a Bank Card

- according to the contract solely in HUF or in HUF and EUR/ USD currencies. In the present Terms and Conditions the terms of “POS” and “POS terminal” shall be applicable for the “SoftPOS” and SoftPOS Terminal if appropriate.

**“SoftPOS application”:** A software based application, compatible solely with Android operation system, which can be downloaded from Google Play webstore. SoftPOS application functions as a payment terminal, which enables to perform payment transactions initiated with a payment instrument supporting the NFC communication. In the present Terms and Conditions the terms of “POS” and “POS terminal” shall be applicable for the “SoftPOS” and SoftPOS Terminal if appropriate.

**“POS operator”:** all employees, agents or sub-contractors of the Acceptor, or any other person acting within the Acceptor’s sphere of interest who handle the POS or SoftPOS application.

**“Regulation”:** refers to the Regulation (EU) 2015/751 of The European Parliament and of The Council of 29 April 2015 on interchange fees for card-based payment transactions which is obligatory and directly applicable. In case of any discrepancies or conflicts between the Regulation and present Business Conditions, the interpretation according to the Regulation shall prevail.

**“Conditions”:** refer to the Interchange Fees, Card Company Fees as well as Bank costs and Merchant service charges specified in the List of Conditions for Bank Card Acceptance Services in force at each time, which are as from 9 June 2016 individually specified for different categories and different brands of payment cards in compliance with the Regulation. According to the Regulation the Acceptor is entitled to submit a written request to the Bank asking for a pricing other than the above.

**“Agreement”:** any agreement entered into between the Bank and the Acceptor concerning a Bank Card Acceptance Service or Virtual POS Service as payment service, which sets out all essential conditions for payment orders and payment transactions based on the agreement (framework agreement) for a given period; the present Business Conditions, the Bank’s Bank Card Business Conditions, the Bank’s General Business Conditions, the Bank’s forms, the Bank’s Order of Performance, the Bank’s List of Conditions as well as the Guide for Bank Card Acceptance form an inseparable part of such Agreement.

**“Telephone Request for Authorization”:** procedure to be followed for requesting authorization in the case of transactions rejected by the card issuer or the Bank as being above the limit, or considered suspicious according to the respective message of the POS terminal, or requiring further

verification; this procedure is regulated by the Guide for Bank Card Acceptance.

**“Transaction” or “Card Acceptance”:** includes all successful and failed transactions conducted through the POS terminal or SoftPOS application or the Virtual POS installed at the Acceptor, by the Card Holder properly using the Bank Card; it also means all settlements related to such transactions (debit and credit entries made to accounts). Transactions shall be considered successful if authorized by the Bank.

**“Transaction performed with Strong Customer Authentication (SCA)”:** the transaction during which the Bank involves the card issuing bank into the payment process and provides the opportunity for the issuing bank to verify the secret code and/or password previously specified by the cardholder or enables the biometric authentication through the banking application of the issuing bank. The issuing bank shall inform the Bank of the result of the verification and depending on the response the Bank shall continue or stop the payment by bank card.

**“VISA Secure”:** web-based security procedure during which the Bank also requests, apart from the bank card related data, a password and/or a code provided with the bank card by the Card Holder at the issuing bank, or enables the biometric authentication through the mobile banking application of the issuing bank in the course of the web-based bank card payment process.

**“Virtual Bank Card Acceptance”:** a transaction in which the Acceptor performs bank card transactions using a virtual POS terminal.

**“Virtual Point of Acceptance”:** all websites operated by the Acceptor which implement the bank card acceptance cooperating with the web store application of the Acceptor.

**“Virtual POS Terminal”:** a tool for execution of non-cash e-commerce transactions

### 3. EXECUTION OF TRANSACTIONS, BANK CARD ACCEPTANCE

3.1. The Acceptor undertakes:

- a) to accept payments made with any valid Bank Card specified in these Business Conditions, under the same conditions as for cash payment,
- b) to comply with the rules of Card Acceptance, and to have the persons handling the POS comply with the content of the Guide for Bank Card Acceptance,
- c) to operate and handle the means of acceptance (POS terminal) in accordance with the requirements set out in the Guide for Bank Card Acceptance, in case of SoftPOS set out in the Guide for Bank Card Acceptance, and in the SoftPOS User’s Handbook
- d) not to disburse any cash to the Card Holder with respect to transactions that are conducted with the Bank Card without the Bank’s approval,
- e) to inform the Bank of any change in the scope of activities or of moving the terminal to another Point of Acceptance 30 days before such change takes effect (compared to what the Bank had been informed of upon conclusion of the Agreement) at the Point of Acceptance (commercial unit) specified in the Agreement, to accept bank cards in new web store(s) only if it notifies the Bank 30 days before the initiation of the acceptance activity and it receives the Bank’s written approval,
- f) to deliver any goods or provide any services paid with the Bank Card to the Card Holder,
- g) to retain the acceptor’s copy of the Card Slip, the relating invoice, the service agreement or any other document certifying the purchase and sale transaction, the delivery of products, the handover of products to the buyer or the service rendered for 5 years, and to make the copies of such documents available to the Bank within 5 banking days from the Bank’s written request. In the case of Virtual POS Acceptor, the confirmation email sent to the buyer or the on-screen confirmation which can be downloaded and printed shall qualify as a slip. The Acceptor shall retain all transactions (including unsuccessful ones) according to the above as well as store them electronically, make them retrievable and provide them to the Bank upon the Bank’s written request within 5 banking days. In the case of a SoftPOS Acceptor, a confirmation e-mail provided to the customer or an online, on-screen and downloadable or printable confirmation is considered as a slip. In case of a transaction initiated in the SoftPOS application, the electronic document generated by the application shall be deemed to be a slip, to which the Bank shall provide access and retrieval to the Acceptor.
- h) if the Acceptor undertakes to deliver the goods, the Acceptor must be able to prove the despatch of the goods and their takeover by the Card Holder (or its proxy) with a document certifying the despatch/takeover, in the absence of which the Bank shall have the right, in the case of a claim, to debit the Acceptor’s bank account with the claimed amount.
- i) to use bank card logos and trademarks as well as the Bank’s name and logo in any advertisement or advertising medium with the Bank’s approval only,
- j) not to assign any of its rights arising from the agreement without the Bank’s consent,

- k) to inform all persons acting within its sphere of interest at the Point of Acceptance (in particular those handling the POS) about the provisions of the Agreement, the Guide for Bank Card Acceptance, in case of SoftPOS in addition about the content of the SoftPOS User's Handbook, and the present Business Conditions,
  - l) to provide information requested by the Bank in connection with the Agreement, and to cooperate with the Bank,
  - m) To display the logos provided by the Bank, indicating the Acceptance of Cards at a place where they are well visible to the Card Holder,
  - n) to arrange for the installation of equipment necessary for the execution of Transactions and to ensure safe conditions for the Acceptance of Cards,
  - o) not to make any technical intervention in the POS terminal, or in the SoftPOS application and not to connect any external hardware or software thereto without the Bank's approval,
  - p) to install the POS terminal or operate the SoftPOS application on his device every time in a manner to ensure that it may not be accessed by unauthorized third parties,
  - q) In case of operating a virtual POS Terminal, the Acceptor shall advise the public of the card acceptance in its web store, and shall display the logos provided by the Bank in its web store in a clearly visible way,
  - r) to display the contract applicable to the order of the products/services and to inform the Card Holder regarding its policy applicable to the order on its web store, at a place well visible, in a comprehensible format, as detailed hereunder:
    - Acceptor's name,
    - Acceptor's address, e-mail address, phone number, and other contact details
    - Acceptor's company registration number, tax number:
    - name of the products and/or services or product and/or service groups offered by the Acceptor and their specific description (which may include only products/services of the scope of activities approved by the Bank),
    - price of the products and/or services offered by the Acceptor in an unambiguous form for the customers, indicating the currency as well,
    - in case of acceptance in EUR/USD currency the relevant actual exchange rate, which is determined by the Acceptor and needed to calculate the price of goods/services shall be displayed in an unambiguous form for the card holders,
    - restrictions regarding the utilization of the products and/or services offered by the Acceptor (according to age, range of accepted cards, card type, country, etc.),
    - description of the utilization of the products and/or services offered by the Acceptor, and the execution of the receipt/utilization,
    - preliminary communication of the data required for the payment with Bank Card, the payment process and its conditions,
    - method and conditions of cancelling the order,
    - in case of complaint by the Card Holder, method and conditions for submission of the complaint, titles and conditions for return of products, methods and conditions for product replacement, methods and conditions for indemnification of the Card Holder,
    - business Conditions of Delivery,
    - management and utilization of data provided by the client,
    - specific data related to data protection and data management security.
- If the virtual point of acceptance is visited by foreign Card Holders, the information detailed in this section shall also be displayed at least in the English language.
- s) the Acceptor may sell only the products, product types and/or services that are listed in the Virtual POS Acceptance Agreement, and that belong to the scope of activity involving card acceptance; if it intends to modify its scope of activity specified in the Virtual POS Acceptance Agreement, it shall send its modification proposal to the Bank in writing, and the Bank shall reply to such proposal within 10 banking days,
  - t) it may not transfer its rights and obligations under this Agreement without the prior consent of the Bank, and may not utilize them in another way, and it may only accept cards at the virtual points of acceptance approved by the Bank, specified in the Virtual POS Acceptance Agreement and its annexes,
  - u) in the case of a successful Virtual Bank Card acceptance transaction, the Acceptor shall send a certification on the transaction that shall be sent to the Card Holder at its preference by post or on-line. Mandatory elements of the certificate include: transaction ID, amount and currency of the transaction, licence code, name of the Acceptor, on-line address of the Acceptor, name and quantity of the product/service. Apart from the above mandatory elements the Acceptor shall call the buyer's attention that it must retain the certificate (by saving or printing it), as it shall be able to prove the purchase only in such a manner,
  - v) if the Acceptor is unable to deliver the product/service to the Card Holder within the deadline specified at ordering for any reason, the Acceptor shall send a notification to the Card Holder on the new, modified delivery date in writing or in e-mail; in case of the consent of the Card Holder, the Acceptor shall deliver the product/service,

otherwise the Acceptor shall ensure that such amount shall be credited to the bank card and the related bank account of the Card Holder,

- w) shopping by card shall be completed in all virtual points of acceptance according to the requirements of the Guide for Bank Card Acceptance,
- x) in the case of virtual card acceptance, the Virtual POS terminal shall automatically require approval for each transaction; therefore if the issuing bank refuses the card, the transaction will not be completed,
- y) the Bank shall consider the electronic transaction data in its own records as primary, which shall form the basis for settlement between the Bank and the Acceptor, and which the Acceptor shall certify at the time of the initiation of the transaction's approval with its digital signature,
- z) in the case of return of products, the amount of the transaction in original currency shall only be credited to the bank card or the related bank account specified at the purchase; the only payment method accepted is bank card credit transaction.

Furthermore, in case of SoftPOS application the Acceptor undertakes the following as well:

- aa) The Acceptor shall be obliged to keep any password, identifier or activation code (hereinafter jointly: Acceptor identifier) confidential, and to ensure that no unauthorized third person(s) may access the Acceptor identifier or the tools/devices (e.g. software, SoftPOS application, SIM card) needed for using the Bank Card Acceptance Service. The Bank shall accept no liability for any damages arising from the non-compliance with these obligations or from unauthorized use.
- bb) If the Acceptor's mobile device is capable of performing biometric identification (fingerprint or face ID), it is the exclusive responsibility of the Acceptor to ensure that the biometric inherence registered in the mobile device is deleted, before the mobile device is removed from the possession of the Acceptor for any reason (e.g. device exchange, sale, etc.). Furthermore the Acceptor ensures to deactivate or delete the SoftPOS application from the mobile device before the mobile device is removed from the possession of the Acceptor for any reason (e.g. device exchange, sale, etc.). The liability for the damage caused by violation of this clause shall be the sole responsibility of the Acceptor.
- cc) If the Acceptor is aware or may reasonably suppose that the activation code or any of the Acceptor's identifiers needed for using the application has become known to any unauthorized third person or any device needed for the use of the application gets out of his/her possession (including loss or theft of the device), the Acceptor shall be obliged to inform the Bank about such incident immediately on any day of the year at any time via

phone by dialling +36 1 325 3200 or +36 20/30/70 325 3200 (Telefonbank) or in writing, in person, or through registered post in order to initiate the blocking/denying of the access to the SoftPOS application.

- dd) The Acceptor guarantees the compliance with the following requirements, the Bank excludes its liability for damages resulting from the violation of these requirements. The device running the SoftPOS application:
  - a) and its components have been updated to the manufacturer's specifications
  - b) and its components are free of malicious code and viruses
  - c) has the manufacturer's security restrictions which have not been changed (the device has not been rooted) and
  - d) the security parameters in line with international best practice have been set.

### 3.2. Identification, approval of Transactions

- 3.2.1. Identification of the Card Holder may be based on a signature, or without signature if, while the Transaction is performed, the POS terminal requests the Card Holder to enter his/her PIN code. In case of a contactless NFC transaction the authentication of the Card Holder may be carried out by tapping the payment instrument to the card reader – including the device of the SoftPOS application – and occasionally entering the PIN code, or performing a biometric authentication with the cardholder's device (e.g. FaceID, Fingerprint) in case of under the limit transactions - defined by legislation or by the corresponding Art or Rules of the International Card Companies (VISA, MC), or announced in the terms and conditions or list of conditions of the issuing banks, - or in case of transactions above the contactless limit by entering the PIN code, or performing the biometric authentication by the cardholder's device. In addition, the Acceptor shall identify the Card Holder on the basis of his/her personal identification document in order to make sure that he/she is entitled to use the Bank Card in the event that the Bank calls upon him/her to prove his/her identity as set forth above on a general or an individual basis.

- 3.2.2. The Acceptor shall ensure that the Card Holder paying with the Bank Card suffers no prejudice compared to customers paying in cash or with another type of Bank Card. Furthermore, the Acceptor acknowledges that it is not entitled to determine any minimum or maximum limit to accept Bank Card payments.



3.2.3.1. The POS terminal(s) necessary for the execution of Transactions shall be provided by the Bank to the Acceptor in the types and number set forth in the Agreement, under the provisions thereof. The proper operation and maintenance of POS terminals as well as any related costs shall be assumed by the Bank with the exceptions mentioned in this section.

Following transfer of the POS terminal(s) to the Acceptor, the Acceptor shall assume full financial liability for any damages caused to the POS terminal(s) (damaging, opening, destruction, loss, theft), and the Bank shall be entitled to enforce any claim arising from such events against any payment account specified in the Agreement.

If according to the parties' specific agreement, the Acceptor supplies the POS terminal(s) itself or through a third party, the Acceptor shall only be permitted to operate POS terminals approved by the Bank, and shall immediately notify the Bank in writing if the POS terminal(s) got out of its possession, or if its contract with the third party concerning the use of the POS terminal(s) has been terminated for any reason.

Irrespective of the ownership of the POS terminal, the Acceptor shall pay all fees related to requests for authorization, or to the telephone or mobile transmission of POS data, as well as all running costs of the equipment (e.g. electricity, printer ribbons and cartridges).

The Acceptor shall reimburse the Bank for the costs of visits necessary to install/disassemble the POS terminal if the installation/disassembly planned by the Parties for a date agreed upon could not be performed due to the Acceptor's failure to ensure appropriate conditions for installation (premises, electricity, data transmissions connection), or due to the Acceptor's failure to be present on the premises of the installation/disassembly on the time agreed by the Parties. At the place of operation, the Acceptor shall provide for electricity and – if it does not order a POS terminal with mobile data transmission – a line suitable for data transmission, and pay any potential installation costs related thereto.

The Bank may update the software running on the terminals. During the update the Acceptor or the its employee shall provide assistance to the Bank. If

the Acceptor denies access to the terminal during the update, the Bank has the right to suspend the use of the terminal.

In case of SoftPOS the above provision shall be applied as follows:

The SoftPOS application(s) necessary for the execution of NFC contactless Transactions shall be provided by the Bank to the Acceptor in the number set forth in the Agreement, under the provisions thereof.

The SoftPOS application shall be downloaded by the Acceptor from Google Play Store to the Android device owned by the Acceptor.

The Bank shall not provide the Android device to the Acceptor and is not responsible for any damage occurred by the failure of the Android device, or demonstrably failed transactions/or unavailability of the card acceptance service due to device failure. Prerequisite of usage of the SoftPOS application is to conclude the Service Agreement for Bank Card Acceptance between the Acceptor and the Bank, furthermore the successful activation of the SoftPOS application according to the instructions provided by the Bank.

The Bank is entitled to perform software updates of the SoftPOS application at any time. In case of a notice to update, which may be in the form of a message sent by the applications, or via updates made available in the Google Play Store, or by contacting the Bank or its agent by telephone, the Acceptor or the person authorized by the Acceptor to operate the SoftPOS application must perform the update immediately according to the relevant instructions.

If the Acceptor does not update or refuse to update the applications, the Bank is entitled to suspend the operation of the SoftPOS application. The Bank shall not be liable for the unavailability of the card acceptance service due to the failure of the Acceptor to update the applications. Until the upgrade is successful, no transaction can be processed.

The Bank reserves the right to occasionally - e.g. due to system maintenance - suspend the availability of the card acceptance service via the SoftPOS application for a short time. The Bank undertakes to inform the Acceptor in advance of the date of the foreseeable maintenance.

3.2.3.2. The Acceptor acknowledges that the validity of the security certificate provided to the Virtual POS is 1 year. The instructions of the renewal of

the certificate will be sent to the email address indicated in the agreement. The Acceptor undertakes to employ all necessary steps indicated to renew the certificate. The Bank shall not be responsible if the Acceptor changes its email address and does not notify the Bank, if the instructions of the renewal are undeliverable (due to any reason), or, if the Acceptor delays with the renewal and the certificate expires. If the certificate expires, the virtual POS shall not be used for transactions.

- 3.2.4. The Bank shall be entitled to make test purchases and perform inspections in connection with the circumstances of card usage in the Acceptor's premises specified in the Agreement through its own employees or agents; upon such inspections, the Bank may verify whether POS terminals are present, are installed at the appropriate Business Location, are in good working condition and whether Card Acceptance activity is conducted according to contract.

The Bank may employ a third person (i.e.: its employee) to conduct the test purchase. The Bank issues a mandate to the third person which contains the following information: name of the third person, number of the identification document and the objectives of the test purchase. The third person shall identify itself and provide the necessary authorization at the end of the test purchase. The Acceptor shall invalidate the purchase and refund the transaction. The POS transaction should be invalidated as well. The Acceptor will not pay commission for the invalidated transactions.

The person conducting the test purchase shall record all significant facts, information and circumstances. The Acceptor shall sign the record proving that it truthfully represents the circumstances of the test purchase. The Acceptor may only decline to provide its signature if the record contains untruthful fact, information or circumstance. In this case the Acceptor must provide a reason for the decline of the signing, and must sign its motivation. In case the Acceptor declines its signature without proper reason, the Bank assumes that the Acceptor does not comply with the provisions set out in the Card Acceptance Agreement. For that reason the Bank may exclude the terminal from the card acceptance with immediate effect. The Bank shall notify the Acceptor of the exclusion in writing. The person conducting the test purchase shall record that fact that the Acceptor declined the signing indicating its reason.

In the case of a Virtual POS terminal, the Bank shall be entitled to check the operation of the web store and the web store content elements listed in section 3.1. r) as well as to make test transactions any time. If the inspection reveals a deficiency, the Bank shall have the right to send a notification to the Acceptor in writing, to the email address specified by the Acceptor, to complete or correct the deficiency.

In case of problem, the Bank may exclude the terminal for card acceptance with immediate effect by informing the Acceptor of this fact in writing.

- 3.2.5. The parties agree that the Acceptor shall be liable to the Bank for any forging or abuse of Bank Cards (reproduction, copying, acceptance of forged cards or cards used in an unauthorized manner) as well as for any prohibited collection of data and for any damages arising from the improper use of the POS terminal that are attributable to the persons handling the POS terminal to the extent it is liable for its own actions.

- 3.2.6. The Acceptor acknowledges that Card acceptance activity may only be conducted following a comprehensive training held by the Bank or any agent thereof.

The contracting parties agree that the Bank or any agent thereof shall provide training(s) concerning the rules of acceptance of Bank Cards as well as the use of the tools of acceptance upon the first installation of POS terminals at a given Point of Acceptance, to the person(s) designated by the Acceptor at the place of acceptance to perform Card acceptance tasks. Any repeated training shall only be provided by the Bank upon the Acceptor's express request, against payment of a fee, at the Point of Acceptance assigned by the Acceptor and in the manner agreed upon with the latter. The Acceptor acknowledges that in case of using SoftPOS, the Bank is not obliged to provide on-site training. The rules of acceptance and the use of the SoftPOS application, as well as the rules applicable during the card acceptance activity shall be carried out in accordance with these Business Conditions for Bankcard Acceptance and the Guide for Bankcard Acceptance and SoftPOS User's Handbook provided by the Bank. If required by the Acceptor, the Bank shall provide SoftPOS training - fee is charged according to the list of conditions - based on separate request in a manner agreed with the

Acceptor, at a merchant location designated by the Acceptor.

- 3.2.7. Should the Acceptor encounter any irregularity or abuse during Card Acceptance, it shall immediately contact the Bank as described in the Guide for Bank Card Acceptance.

If the Bank instructs the Acceptor to withdraw the Bank Card, the Acceptor shall make every action that is possible in the circumstances in order to withdraw the Bank Card, and shall deliver the Bank the Bank Card withdrawn along with the card withdrawal protocol specified in the Guide for Bank Card Acceptance within 5 Bank Business Days. Likewise, the Acceptor shall send any Bank Card found to the Bank along with a protocol.

- 3.2.8. The Acceptor shall install POS terminals at a safe place where they are well visible to the Card Holder, and execute the Transaction in this manner. In case of SoftPOS the Transaction shall be executed in the presence of the Card Holder.

- 3.2.9. The Acceptor shall display information on any suspension of terminal as specified in section 5.5. of chapter "5. Actions" of these Business Conditions at the Point of Acceptance concerned, at a place that is well visible to Card Holders, since the Bank shall decline any liability for any complaints or losses resulting therefrom.

- 3.2.10. The Point of Acceptance shall ensure not to record any Card data obtained in connection with accepting the Card or any personal data used for the client's identification in any manner, and not to use them for any other purpose. Violation of this provision shall be considered a serious breach of contract and shall entail the termination of the acceptor's agreement with immediate effect.

### 3.3. The Bank undertakes:

- 3.3.1. to provide the Acceptor with – and enable the Acceptor to use – the logos of Accepted Bank Cards and (as far as possible) Other Accepted Cards, and so make it possible for foreign and Hungarian Card Holders to use Bank Cards for payment,
- 3.3.2. to provide and/or make electronically available the Guide for Bank Card Acceptance comprising the rules of acceptance, and the SoftPOS User's Handbook,

- 3.3.3. that its customer service specified in the Guide for Bank Card Acceptance shall provide assistance in case of problems with Card Acceptance, receive and manage incoming requests for authorization in connection with Card Acceptance, and also perform data checks,

- 3.3.4. its central unit shall receive requests for authorization for Transactions launched through a POS terminal, or initiated on the SoftPOS application at the Acceptor's Business Location; collect and process Transactions effected using the Bank Card; receive, record and process paper-based or digitally produced Card Slips; and settle all Transactions executed through a POS terminal with the Acceptor according to section 4 of these Business Conditions,

- 3.3.5. it shall further the recognition of the Acceptor among Card Holders, and shall provide the Acceptor with the logos certifying acceptance also in an electronic format,

- 3.3.6. it shall support the creation of the technical design of the web store enabling virtual card acceptance,

- 3.3.7. centrally:
- it shall permit the Acceptor to complete bank card debiting transactions for the payment of orders placed on the web (virtual POS) received from the web store application of the Acceptor,
  - it shall process and account for the transactions performed via the virtual POS terminal, in the given currency according to the signed contract.

- 3.3.8. to ensure the Strong Customer Authentication and comply with the requirements of the Visa Secure and the MasterCard Identity Check which significantly reduce the chances of Internet fraud.

## 4. REQUESTING AND GRANTING AUTHORIZATIONS

- 4.1. In the case of Telephone Requests for Authorization, the Bank shall identify the Acceptor based on the POS terminal and Virtual POS terminal ID number provided. Following identification and the data requested by the Bank being provided, the Bank shall contact the issuing Bank which, in response, shall accept or reject the Transaction launched.

When granting authorization over the phone, the Bank shall assign an authorization number or in case of rejection, shall provide the Acceptor with exact

instructions about the procedure to follow. Should the Acceptor receive a negative reply, it shall not attempt to have the Bank Card Transaction authorized through a POS terminal a second time. Any repeated attempt following rejection shall be considered by the Bank as a serious breach of contract which entitles the Bank to terminate the agreement with immediate effect. The Bank shall not modify its response given in the authorization procedure. The procedure for Telephone Requests for Authorization is regulated by the Guide for Bank Card Acceptance.

- 4.2. Transactions performed with one Card of the same Card Holder at the same time shall be submitted for authorization by the Acceptor in a single sum even if it issues more than one invoice for the transaction. Following rejection of a Transaction, the Acceptor shall have the Bank's approval to request authorization for the Transaction again via the POS terminal.
- 4.3. The Bank shall not be liable for accepting any Transaction which is not authorized, or initiated in wrong currency, or has been rejected by a POS terminal.

Such Transaction shall not be accepted by the Bank; should it have already been credited, the Bank shall be entitled to deduct the amount of its claim from the amount of future incoming credits in the given currency equal to the currency of the original transaction(s), or to submit a collection order based on an authorization letter against the Acceptor's bank account specified in the Agreement; or the Acceptor shall be obliged to immediately repay this amount to the Bank upon its written notice.

If the Card Holder provides bank card data over the phone, by letter or by e-mail, the Bank shall assume no liability whatsoever for the identification of the Card Holder and the Bank Card nor for the authenticity of the data provided.

- 4.4. For the POS terminal(s), the Bank shall determine transaction limits in the Agreement. Transaction limits may be modified upon the Acceptor's written request, subject to the Bank's approval.

## 5. ACTIONS

### The Bank's right to offsetting

- 5.1. Based on the monitoring of Transactions, the Bank may take the following actions against the Acceptor in the

events specified in sections 5.2. to 5.5. (this should not be considered an order of actions):

- withholding funds,
- suspension of operation of the POS terminal,
- termination with immediate effect (with cause) of the agreement (exclusion).

- 5.2. The Bank shall be entitled to deduct the following items from the amount of future transfers, or to settle them by submitting a collection order based on an authorization letter, to debit any of the Acceptor's bank accounts maintained with the Bank, or to deduct them from the amount withheld for the duration of the complaint or controlling procedure, by informing the Acceptor in writing of such actions:
- double transfer, or – in case of Transaction – any amount transferred with no legal basis,
  - erroneous transfer,
  - amount of any justified complaint lodged against the Acceptor (in the case of payments including a tip, – i.e. the amount charged by the Acceptor includes the tip for the personel above the Acceptor's fee – the Parties shall consider any complaint of the issuing bank based on the Card Holder's complaint as justified),
  - any complaint received by the Bank under the 'penalty' legal title during the penalty period specified and assigned by International Card Companies,
  - if the Bank incurs any financial loss due to card acceptance, and the loss certifiably arises from any duplication, fraudulent Transaction, prohibited supply of data, prohibited management of data, or prohibited request of data attributable to the Acceptor or to any persons authorized to handle POS terminals,
  - acceptance of the Bank Card without the Bank's authorization, or despite rejection by the POS terminal,
  - the Acceptor's any request for authorization for a Transaction not in line with the provisions of these Business Conditions,
  - if the authorization number assigned by the Bank does not appear on the Card Slip or, if acceptance is based on signature, the Card Slip is not signed by the Card Holder,
  - the amount of Transactions related to Card Slips requested by the Bank but not sent by the Acceptor by the deadline or at all, or to illegible Card Slips,
  - the amount in dispute in case of breach of contract, or the amount paid by the Bank as penalty,
  - the amount that is subject to any complaint of the Card Holder and/or the International Card Organization if bank card data are provided over the phone, by letter or by e-mail as mentioned in section 4.3.,
  - the amount of any outstanding debt in any currency arising from the Agreement.

The Acceptor shall be liable for the repayment of the above items for 5 years following the date of Transaction.

5.3. The Bank shall be entitled to withhold the amount to be transferred to the Acceptor (transfer for all bank card transactions) until the end of the complaint procedure, by informing the Acceptor thereof in writing, in the following cases:

- if there are any circumstances that are indicative of the Acceptor's 'mala fide' action or behavior,
- the volume of Transactions contested by the Card Holder or the issuer banks exceeds 1.8% of the Acceptor's turnover registered in the preceding 3 months without reason,
- the volume of abusive Transactions reported by the Card Holder or the issuer banks exceeds 1.8% of the Acceptor's turnover in the given currency registered in the preceding 3 months without reason,
- more than 30% of Requests for Authorization in the given currency submitted within a day through the Acceptor's POS or Virtual POS terminal are rejected (excluding rejections that are due to the POS or Virtual POS terminal's failure),
- the Acceptor violated the Agreement or any part thereof in executing the Transaction(s),
- the Card Holder/Issuer reported any abuse in connection with the Transaction(s),
- the Card Holder/issuing bank lodged a complaint about the Transaction, and the Bank does not deem it certain that the amount of the Transaction registered in the original currency subject to complaint (minus commissions) may be deducted from the Acceptor's future turnover. If the Bank, while conducting its monitoring activity, observes a significant difference compared to the Acceptor's usual turnover, it may withhold the transfer even without considering the complaint without any obligation to give an explanation for 30 calendar days following the date of Transaction, of which the Bank shall send written information. Until the end of the procedure, the Bank shall handle the withheld amount separately, and – depending on the outcome of the procedure – shall transfer it to the Acceptor's account with the original value date as follows:
  - the full amount minus commissions, if no claim has arisen against the Acceptor,
  - should any claims arise against the Acceptor at the end of the complaint procedure, the full withheld amount minus commissions and the amount of claims arising.

5.3.1. The Acceptor acknowledges that the Bank shall have the right to investigate circumstances of the

execution of the transactions initiated at the POS/ SoftPOS terminal or virtual POS terminal operated by the Acceptor also without considering the complaint, and to have the Card Holder or the issuing bank have their justification verified. The Acceptor acknowledges that the Bank may withhold the amount to be transferred to the Acceptor (transfer for all bank card transactions) due in any currency until the closing of the investigation or the receipt of the Bank's reply. In addition to the provisions of the Bank Card Acceptance Agreement and the Virtual POS Agreement, the Bank has the right to withhold the transfer of the value of the purchases if upon verifying the web store of the web store application the Bank finds that the displayed data or information do not comply with the provisions of the agreement or its annexes or the requirements of the Bank regarding the web store content.

The Bank shall notify the Acceptor of the withholding of the amount on the 6th banking day following the day of the withholding, in the event that the withholding is still relevant on the notification day.

5.4. Apart from the provisions of the Bank Card Acceptance Service Agreement and the Virtual POS Agreement, it shall be deemed the Acceptor's material breach of this agreement and shall provide title for the Bank's right for termination with immediate effect if:

- There is a change in the Acceptor's scope of activity or in the scope of the sold product/service of which the Acceptor did not notify the Bank in advance or if the change was not approved by the Bank in advance, or if it does not correct the problem specified in section 3.2.4. in spite of requests of the Bank.
- The International Card Company notifies or the International Card Companies notify the Bank of the significant breach of the bank card acceptance regulations.
- The activity of the Acceptor or its point of acceptance violates Hungarian or international laws, including in particular sales of child pornographic or illegal products and/or services or any activity which damages the Bank's business reputation.

#### Suspension of card acceptance service for a POS terminal

5.5. The Bank is entitled to temporarily suspend card acceptance services for the Acceptor's POS terminal by giving a written notice thereof. Suspension may take place in the following cases:

- repeated occurrence of any circumstance giving rise to warning despite the two written warnings given to the Acceptor within a year; or
- one-time warning of the International Card Company concerning Bank Card activities conducted at the commercial Point of Acceptance; or
- following execution of a Transaction at the Acceptor, an unauthorized Transaction of a significant amount or several unauthorized Transactions are conducted at another point of acceptance, using the same Bank Card, or a counterfeit bank card produced using the data of that Bank Card; or
- despite the proposals made at the one-time meeting organized between the Bank's representative and the Acceptor (or its representative), another circumstance giving rise to warning occurs; or
  - If the Acceptor does not fulfil the Bank's requirements related to the mandatory content of the web store
  - The Acceptor/Point of Acceptance repeatedly gives a cause for warning in spite of the recommendations for tackling deficiencies recorded in the contact records at the personal meeting of the representative of the Acceptor and the representative of the Bank.
- as long as suspicion exists, in the event that the Bank suspects any abuse,
- if the Bank incurs any financial loss due to card acceptance, and the loss certifiably arises from any duplication, fraudulent Transaction, prohibited supply of data, prohibited management of data, or prohibited request of data attributable to the Acceptor or to any persons authorized to handle POS terminals.

The Bank shall notify the Acceptor in writing of such suspension before the suspension takes effect, or simultaneously with effecting suspension in case of extreme urgency. Such notification shall be given within a timeframe depending on the client type and the Bank's consideration, and shall contain the expected closing date of the suspension procedure. The Bank shall be entitled to decide upon the date and method of releasing suspension, of which it shall inform the Acceptor in writing.

Should the Bank deem it justified, it may require the Acceptor to set up an action plan for eliminating the conditions observed within the shortest time, or may implement other actions.

Following inspection of the implementation of planned actions, the Bank may release suspension, extend it for not more than six months, or terminate the Agreement

with immediate effect. The Acceptor shall display information on the suspension of Card Acceptance at the Business Location at a place that is well visible to Card Holders.

- 5.6. As a condition for the conclusion of the Agreement, the Bank is entitled to request additional security for each POS terminal, of which it may seek satisfaction to directly assert any claim related to Card Acceptance if the bank account is not fully covered.
- 5.7. With respect to the Bank's right to offsetting, in any matters not regulated in these Business Conditions, the relevant provisions of the Bank's General Terms and Conditions shall be applicable.

## 6. SETTLEMENT OF CARD TRANSACTIONS, FEES, COMMISSIONS AND COSTS

- 6.1. The basis of settlement between the Acceptor and the Bank is the electronic data transmitted by the Acceptor's POS terminal to the Bank, as well as the paper-based or digital Card Slip certifying the Transaction between the Card Holder and the Acceptor. Should the Acceptor encounter any problem regarding the transmission of electronic data, it shall notify the Bank thereof without delay.

The basis of the settlement is the end of preapproval or the transfer of the electronic data to the Bank on the closing of the DSM transaction in case of preapproval type transactions on POS terminal or DSM transactions on vPOS terminal, respectively. The Bank shall not be liable for the failure of settlement in course of the above mentioned type of transactions due to the inappropriate procedure of the Acceptor.

The amount of Transactions performed shall be credited by the Bank to the bank account specified in the Agreement, and at the same time the Bank shall debit the bank account with the amount of commission set in the Agreement.

- 6.2. For the purposes of crediting the amounts of the Transactions, the Bank shall regard as transaction performed on a specific day the Transactions performed by 23:25pm in the case of physical POS terminals, and Transactions performed until the start of the daily closing procedure in the case of Virtual POS terminals.
- 6.3. If the Acceptor is entitled to execute Transactions without Card, with the help of Mo/To functionality the

conditions of acceptance and the format of the Card Slip are stipulated in the Guide for Bank Card Acceptance.

- 6.4. The Acceptor shall hold its payment account for the settlement of virtual bank card transactions at the Bank in the applied currency or currencies.
- 6.5. The Parties agree that they shall divide the installation and operating costs related to the Agreement as follows:
- the Acceptor shall bear the cost of integrating the web store application with the virtual POS terminal,
  - other items related to the proper operation of the virtual POS shall be borne by the Bank.
  - Operational and maintenance costs related to the Android device on which the SoftPOS application is functioning shall be borne by the Acceptor
- 6.6. For services provided by the Bank under the Agreement, the Bank shall charge fees, costs and commissions in the amount specified in the attachment of the Agreement (in case of specific bilateral fee agreement) and/or according to the List of Conditions for Bank Card Acceptance Services.
- 6.7. The provisions regarding the interbank fees of the local transactions made by non-cash payment instrument is regulated in Section 35/A of the Act 85 of 2009 on the Pursuit of the Business of Payment Services.

### Collection based on an authorization letter

- 6.8. Should the Acceptor fail to perform its repayment obligations set out in section 5.2., the Acceptor authorizes the Bank to submit a collection order based on an authorization letter for the default interest on the amount credited to the Acceptor's account, calculated for the period between the date of transfer and the date of repayment, using the rate specified by the Civil Code, or to debit any of the Acceptor's bank accounts maintained with the Bank with such amount.

The Acceptor undertakes to notify the bank(s) maintaining its account(s) of the Bank's right to the submission of collection orders based on an authorization letter in the form specified by such bank(s) for authorization letters, and shall confirm its Bank(s) within 5 Bank Business Days from the conclusion of the Agreement that such notification was made. The authorization letter forms an annex to the Agreement (if the Acceptor does not exclusively keep its accounts with the Bank). The Acceptor is not permitted to withdraw unilaterally such authorization until the termination of the Agreement.

- 6.9. Verification of sale transactions at the Acceptor: At the end of each business day, the Acceptor shall perform a "Daily closing" Transaction in the POS terminal. This includes the number and amount of all successful bank card Transactions split by currencies. The Acceptor agrees to immediately contact the Bank for the purpose of checking if it finds any difference between the data obtained during Daily closing and the data established on the basis of Card Slips collected during the day.

Likewise, the Acceptor shall immediately contact the Bank if it observes any multiple crediting, failed Transaction or crediting of any inappropriate amount in its account reserved for the settlement of card activity in the given currency.

- 6.10. The Bank shall charge the Acceptor no separate fees for the logos indicating Card Acceptance and for the Guide for Bank Card Acceptance.

## 7. SETTLEMENT OF DISPUTES, COMPLAINTS

- 7.1. A purchase and sale transaction conducted with a Bank Card is a legal transaction between the Card Holder (as buyer) and the Acceptor (as seller), meaning that the Bank shall not be a party to any legal dispute arising between the Acceptor and the Card Holder in connection with the goods or services bought (including financial claims against each other due to any breach of contract), furthermore in respect the applied rate in case of transactions initiated in any other currency than HUF, and shall not take part in any dispute arising between the Acceptor and the Card Holder.
- 7.2. The Acceptor agrees to provide full information and support to the Bank should there be any dispute arising between the Card Holder and the Bank in connection with the Transaction executed at the Acceptor. The Bank reserves the right to request the Acceptor to provide full documentation of any Transaction (including the retrievable, electronically stored transaction list on the transactions performed on the virtual POS terminal) at any time in the 5 years following the Transaction as evidence for the fulfilment of the service, i.e. the Acceptor shall keep the full documentation of any Transaction for 5 years from the date they are executed. If the Acceptor makes an agreement with the Card Holder or indemnifies him/her during the complaint procedure, it shall immediately inform the Bank of this fact by sending the Bank all documents generated for this purpose. Liabilities

set forth in this section shall also be binding upon the Acceptor following termination of the Agreement.

- 7.3. The Acceptor shall be entitled to lodge a written complaint with the Bank's organizational unit specified in the Guide for Bank Card Acceptance in the matter of Transactions not settled by the Bank – with reference to the number, amount and date of the Card Slip – immediately following receipt of the report concerning the Transaction, but at latest within 10 calendar days thereafter; or, in case of bank debits, to lodge a complaint immediately following receipt of information on debiting, but at latest within 10 calendar days thereafter. Complaints lodged after that deadline shall not be accepted by the Bank. The Bank shall investigate the complaint lodged by the Acceptor, and inform the Acceptor of the outcome of such investigation within 30 calendar days from submission of the complaint, or if the involvement of the Issuing bank or the International Card Company is necessary, upon expiry of the deadline set by the International Card Company, and shall arrange for the financial settlement of the complaint depending on the outcome of the investigation.
- 7.4. If the Bank or the Card Holder incurs any damage or financial loss due to the Acceptor's card acceptance activity, and the damage or loss certifiably arises from any duplication, fraudulent Transaction, prohibited supply of data, or prohibited request of data attributable to the Acceptor, or to any employee or agent authorized to handle POS terminals, such damage and loss shall be assumed by the Acceptor. The fact of data acquisition at the Point of Acceptance can be considered proven if the cross check of transaction data of Bank Cards used for the execution of fraudulent Transactions for a given period indicates the Point of Acceptance operated by the Acceptor as the sole common point.
- 7.5. In accordance with the rules of International Card Companies, the Bank is entitled to add the Acceptor's data to the black list maintained by International Card Companies if either party participating in the transaction suffered any damage due to any duplication, fraudulent Transaction, prohibited supply of data or prohibited management of data attributable to the persons authorized to handle POS terminals and consequently to the Acceptor.

## 8. TERMINATION OF THE AGREEMENT, RIGHTS AND LIABILITIES OF THE PARTIES IN CASES OF TERMINATION OF THE AGREEMENT

### General provisions for the termination of the agreement

- 8.1. The framework agreement shall be terminated by termination without cause, termination with cause (with immediate effect), by mutual consent, or by the Acceptor's dissolution without succession.
- 8.2. The contracting parties agree that they shall be entitled to terminate the Agreement in writing by mutual consent, upon motion of either party.
- 8.3. The Contract will be automatically terminated if the Account in accordance of the contract for payment account held by the Bank in order to serve for the settlement of bankcard transactions is terminated due to any reason.
- 8.4. The Acceptor shall not be entitled to terminate the bank account specified in the Agreement for 30 days following termination of the Agreement.
- 8.5. If the Acceptor's any agreement for the use or lease of the POS terminal(s) is terminated for any reason, the Acceptor shall notify the Bank of this fact in writing by registered post within 5 Bank Business Days from such termination. In this case, the Agreement shall be terminated on the date of termination of the agreement for the use or lease of the POS terminal(s) without any specific legal action, unless the Acceptor continues to ensure the conditions stipulated by the Card Acceptance Agreement and these Business Conditions for the use of the POS terminal(s).
- 8.6. If the POS terminal is the Acceptor's property, and the Acceptor terminates its Bank Card Acceptance activity or all POS terminals get out of its possession, the Agreement shall be terminated unless the Acceptor provides for the operation of another POS terminal fulfilling the conditions of the Agreement and these Business Conditions at the same time. The Acceptor shall immediately notify the Bank of this fact in writing, and agree upon hardware and software parameters of the POS terminal with the Bank.
- 8.7. If the POS terminal is the Bank's property, then in the event of termination of the Agreement for any reason, the Acceptor shall return all objects, tools and equipment provided by the Bank and necessary for Card Acceptance to the Bank, in the manner and by the deadline specified by the Bank; should the Acceptor fail to do so, the



Acceptor shall pay to the Bank the book value of the POS terminal without any delay. Furthermore, the Acceptor shall cease to use in its advertisements and information materials the Bank's name and the cards settled with it, indicated in the Acceptor's Manual as well as the name of the cards' issuers.

- 8.8. The Acceptor acknowledges that the card acceptance agreement shall be terminated automatically on the 61st day after signing the agreement or on the 91st day after signing the agreement in case of virtual POS if the Acceptor lacks the necessary conditions for card acceptance. Such conditions are (without limitation to these cases): the inability to install the terminal or the lack of necessary improvements for the virtual POS (which must be confirmed by successful testing).
- 8.9. Termination of the Agreement for any reason shall not affect the parties' liabilities related to purchase and sale transactions which took place prior to such termination.
- 8.10. The Bank undertakes to perform all of its settlement and payment obligations arising in connection with Transactions conducted prior to the date of termination of the Agreement, under the conditions set forth in the Agreement, with the exception of amounts withheld in the course of actions referred to in section 5 entitled "Actions".
- 8.11. The Acceptor undertakes to keep all Card Slips related to Bank Card Transactions conducted under the Agreement for 5 years following termination of the Agreement, and to make such Card Slips available to the Bank immediately following the Bank's request to this effect. In case of Virtual POS the confirmation email sent to the buyer or the on-screen confirmation which can be downloaded and printed shall qualify as a slip. In case of a SoftPOS Acceptor, the confirmation email sent to the buyer or the on-screen confirmation which can be downloaded and printed shall qualify as a slip. In case of a transaction initiated in the SoftPOS application the digital transaction receipt produced in the application shall qualify as a slip, to which the Bank ensures the accessibility and makes the SoftPOS digital receipts retrievable for the Acceptor.
- 8.12. The Acceptor shall be entitled to lodge a complaint in relation to Card Slips submitted to the Bank and connected with Bank Card Transactions which had been executed during the life of – prior to termination of – the Agreement, with reference to the number, amount and submission date of the Card Slip, in accordance with section 7.3.
- 8.13. The Acceptor shall perform any subsequent payment obligations against the Bank within 15 days from the Bank's information, prior to their lapse.
- 8.14. Following termination of the Agreement and without any time restrictions, the Acceptor shall handle all data and information relating to all persons making purchases at its Business Location as well as to the black list submitted to it by the Bank as business or bank secrets – depending on their nature – and shall not disclose them to any third party. The Acceptor shall bear full financial liability for paying damages to either the Bank or the Card Holder in the case of violation of such obligation which shall be considered a serious breach of contract under these Business Conditions.
- 8.15. The Bank reserves the right to order an inspection at any time to ascertain whether the IT equipment, data registration system, office or premises of the Acceptor or the person/company having a contract with it are compliant with the requirements of International Card Companies relating to safe data storage and data management. If the Acceptor did not comply with the requirements of International Card Companies regarding safe data storage, the Bank shall be entitled to charge the Acceptor with the resulting financial loss as well as any penalties imposed by International Card Companies, and to terminate the Agreement with immediate effect due to serious breach of contract.

### Termination without cause

- 8.16. The Acceptor is entitled to terminate the Agreement without cause in writing, by giving a one-month notice. In this case, the Acceptor shall reimburse all costs incurred by the Bank in connection with termination. The Bank is entitled to terminate the Agreement without cause in writing, by giving a two-month notice.
- 8.17. If the Acceptor is a consumer or a micro-enterprise, any Agreement having been in force for more than one year may be terminated by the Acceptor free of any fees, costs and other payment obligations.
- 8.18. The parties shall settle up with each other no later than on the date of termination. In establishing the existence and amount of debts of the Acceptor against the Bank, the Bank's records shall prevail.
- 8.19. If any Agreement concluded with an Acceptor who is a consumer or a micro-enterprise expires or is terminated, the Bank shall charge the pro-rata value of the service actually rendered in accordance with the Agreement.

8.20. The Acceptor shall receive any further Transactions until the day before the end of the notice period, but the Bank shall perform the settlement of Transactions already executed, irrespective of the termination of the Agreement.

### Termination with cause (with immediate effect)

8.21. In the case of any serious breach of contract of either contracting party, the other party shall be entitled to terminate the Agreement with immediate effect by a written notice stating its reason for it sent to the head office of the defaulting party by registered post. If termination is due to any abuse, pursuant to the provisions of international regulations the Bank shall be obliged to record the data of the Acceptor/Point of Acceptance in the databases of the International Card Company and the Central Credit Information System (hereinafter: CCIS). The cases of breach of contract giving rise to termination with immediate effect are in particular the following:

8.21.1. The Bank shall be entitled to terminate the Agreement with immediate effect if the Acceptor seriously violates any of its material obligations set out in the Agreement or in the documents forming inseparable parts thereof and/or in the Business Conditions, or if the Acceptor does not ensure appropriate conditions for Card Acceptance – especially the means of Card Acceptance and its operation –, or if any activity of the Acceptor or its Business Location damages the Bank's business reputation, or if – in connection with the Acceptor's Card Acceptance activity – there is a reasonable suspicion of abuse relating to cards, or the volume of contested/abusive Transactions exceeds 1.8% of the Acceptor's turnover registered in the preceding 3 months (in number or in value) without reason.

8.21.2. Furthermore, the Bank shall be entitled to terminate the Agreement with immediate effect if any direct debit order against the Acceptor's bank account cannot be completed due to lack of coverage, and the Acceptor does not provide for sufficient coverage in its account upon the Bank's written notice, by the deadline specified by the Bank.

8.21.3. The Bank shall be entitled to terminate the Agreement with immediate effect upon the occurrence of any event or series of events which, according to the Bank's judgment, may affect the Acceptor's capacity or willingness to perform its obligations arising from the Agreement.

8.21.4. The Bank is called upon by the International Card Company – with which it has relations – to do so.

8.21.5. The Bank shall be entitled to terminate the Agreement with immediate effect following inspection of the implementation of actions provided for in the action plan, in the case specified in section 8.10. of these Business Conditions.

8.21.6. The Bank shall be entitled to terminate the Agreement with immediate effect in the case specified in section 4.1. of these Business Conditions.

8.21.7. The Bank shall be entitled to terminate the Agreement with immediate effect in case of breaching section 3.1. e) of these Business Conditions.

8.21.8. If the Bank does not intend to accept the new conditions specified in the offer made by the Acceptor in accordance with the provisions of section 3.1. t), the Acceptor shall have the right to terminate the Agreement with immediate effect.

8.22. The Acceptor shall not be entitled to terminate the bank account specified in the Agreement for 30 days following termination of the Agreement.

## 9. INVOLVEMENT OF AGENTS, DATA MANAGEMENT, DATA PROTECTION, CCIS AND LIABILITIES

9.1. The Acceptor acknowledges that the Bank engages third parties for the authorization and execution of Transactions as well as for the installation and maintenance of POS terminals who shall be considered the Bank's agents. The Bank shall be liable for the agent's actions as for its own actions. The Bank shall inform the Acceptor of the person acting as agent as well as of any change of agents.

9.2. The Acceptor shall inform the Bank in advance/within 15 calendar days from conclusion of the agreement of any Bank Card agreement or cheque acceptance agreement made with any other payment service provider.

9.3. The Acceptor shall be liable to any user of its name for enforcing the provisions of the Agreement if it lets its business premises to other parties on lease, for operation under a contract, or for any venture activity involving the use of the Acceptor's name by maintaining the validity of the Agreement. The Acceptor shall be liable for any damages caused to the Bank by violating this provision.

- 9.4. In accordance with the rules of International Card Companies, the Bank is entitled to add the Acceptor's data to the black list maintained by International Card Companies and the Bank if either party participating in the transaction suffered any damage due to any duplication, fraudulent Transaction, prohibited supply of data or prohibited management of data attributable to the persons authorized to handle POS terminals and consequently to the Acceptor.
- 9.5. The Acceptor shall adhere to the following rules stipulated by International Card Companies in the interest of the safe management and storage of Transaction data:
- a) the Acceptor shall only use any Transaction data generated through Bank Card acceptance, i.e. Card Holder's/client's name, Bank Card number and all data appearing on the surface of the Bank Card for the purpose of executing the Transaction authorized by the Card Holder. The Acceptor shall manage, store and use the data in accordance with statutory provisions, i.e. the provisions related to bank secret as specified in the Act 112 of 2011 on the Right of Informational Self-Determination and on Freedom of Information and in the Act 237 of 2013 on Credit Institutions and Financial Enterprises (hereinafter: Hpt.).
  - b) the Acceptor shall not make public any data defined in section a) or any document, printed material, Card Slip, agreement or their copies used for the storage of any data in a written or electronic format, and may only give them to the Bank. Any deviation from this rule requires the Bank's consent.
  - c) the Acceptor shall store the data and data carriers listed in sections a) and b) at a safe place where physical and logical protection against unauthorized access is guaranteed. Exceptions from the data listed in section a) are the PIN code, the three-digit verification number appearing on the Bank Card as well as the data on the Card's magnetic strip which the Acceptor shall store in no manner whatsoever after receiving the response of the issuing bank to the request for authorization.
    - a) The Acceptor shall take measures to ensure safe data storage and verify adherence to such order of procedure in order to prevent any unauthorized access to, or any reading, modification or destruction of the data and tools specified in sections a) and b).
    - b) The Acceptor shall protect the data stored in computer systems by a firewall. It shall ensure protection of such systems and databases against computer viruses.
  - c) The Acceptor shall store all data stored on paper or in electronic format but not in a computer system (CD-ROM, hard disk, etc.) in closed premises with an appropriate level of protection or in any other protected manner (e.g. vault).
  - d) The Acceptor shall ensure that all data, data carriers, databases listed in sections a) and b) as well as the premises used for storing such data may only be accessed by persons having specific authorizations, following an appropriate identification procedure (individual identifier and password, or badge).
  - e) The Acceptor shall ensure that access to data (what data were read, modified or deleted by whom and when) may be continuously monitored.
  - f) The Acceptor shall ensure to destroy any data stored on data carriers listed in section b) in a way to prevent reverse engineering of such data.
  - g) The Acceptor shall regularly test and verify logical and physical protection of the data and data carriers listed in sections a) and b).
  - h) If observing any unauthorized access to data, the Acceptor shall immediately inform the Bank thereof. In addition, it shall investigate the case and prepare an action plan in which it describes deficiencies in terms of data protection as well as what needs to be done to prevent such incidents in the future.
- 9.6. The Acceptor undertakes to establish regulations and data storage procedures to ensure appropriate safety for data, and shall verify compliance therewith every year. In addition, it shall guarantee that client's card data are only accessed by persons for whom it is indispensable, and so minimize the number of such persons.
- 9.7. The Acceptor accepts that phone conversations made with the Bank may be recorded by the Bank and used by the Bank in case of disputes.
- 9.8. The Acceptor acknowledges that pursuant to Section 5 Paragraph 2 of the Act 122 of 2011 on the Central Credit Information System under the conditions specified therein – the Bank is entitled to forward its identification data necessary for the conclusion or amendment of the Agreement (company name, abbreviated name, address of registered seat/business location/branch office, tax ID number, name and title of authorized representatives) as well as the data connected with the Agreement (date of agreement, date and reason of termination) to the central credit information system operated by credit information providers.

9.9. The Acceptor acknowledges having received full information from the Bank prior to signing the Service Agreement for Bank Card Acceptance about the CCIS, the rules of data supply and data management, and the options of recourse available for which detailed provisions are contained in the Bank's General Terms and Conditions.

2 banking days prior to the start of the suspension, indicating the expected date of the reopening.

10.2. The Acceptor shall inform the Bank of any change in its data within 5 banking days in writing. The Acceptor shall bear any liability for any damages originating from such negligence.

### 10. MISCELLANEOUS

10.1. Should the Acceptor suspend its activities at any Business Location operating as a point of card acceptance for a period of more than 1 month for any reason (seasonality, reconstruction, holiday), it shall notify the Bank thereof 8 calendar days in advance, by indicating the expected date of re-opening as well as its postal address to be used while the unit is closed. In the case of a virtual point of acceptance, the Acceptor shall have the same liability in such a manner that should the Acceptor suspend its activities and the card acceptance in any virtual outlet for more than two weeks for any reason, it shall notify the Bank at least

### 11. Jurisdiction and applicable law

11.1. With respect to any dispute arising between a domestic natural person, legal entity or unincorporated organization as Acceptor and the Bank, the Budapest II or III District Court shall have exclusive jurisdiction in matters falling within their competences.

11.2. Any legal relationships between the Acceptor and the Bank shall be governed by the laws of the Hungary.

11.3. With respect to any matters not regulated in these Business Conditions, the Bank's General Terms and Conditions shall be applicable.

### 12. Effect of the Terms and Conditions for Bank Card Acceptance

12.1. The text of this Business Conditions for Bank Card Acceptance, incorporated with all amendments into a unified structure, shall come into effect on 8<sup>th</sup> May 2023 for an indefinite period of time.

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

Budapest, 7 March 2023

UniCredit Bank Hungary Zrt.

