

# UniCredit Bank Hungary Zrt's Bank Card Terms and Conditions

Effective from  
28<sup>th</sup> September 2012

# Bank Card Terms and Conditions

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# UniCredit Bank Hungary Zrt's Bank Card Terms and Conditions

Effective from 28<sup>th</sup> September 2012

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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 x 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. **"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.
- 2.4. **"Embossed Bank Card"**: an embossed bank card product which is suitable for making transactions in electronic, paper-based and virtual accepting environments, as well.
- 2.5. **"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) use of the bank card 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 Transactions).

- 2.6. **“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 the 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).
- 2.7. **“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.
- 2.8. **“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.
- 2.9. **“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.
- 2.10. **“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.
- 2.11. **“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.
- 2.12. **“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.
- 2.13. **“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.
- 2.14. **“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.
- 2.15. **“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.
- 2.16. **“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.
- 2.17. **“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.

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- 2.18. **“Processing Date”**: the date when the Bank accounts for the given Transaction in its account management systems (accounting date).
- 2.19. **“Reservation”**: (i) blocking against the available balance of the account, equivalent to the amount for which authorization is requested (“Negative blocking”) or (ii) in the event of Debit Cards crediting to the account (“Positive blocking”) made during the Authorization Process. 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, MasterCard) 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.
- 2.20. **“Written Form”** shall mean any written amendment to the framework agreement, including any modification of limits through recorded phone conversations, 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.
- 2.21. **“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.
- 2.22. **“Imprinter”**: a device enabling the manual (paper-based) acceptance of embossed bank cards (in a non-electronic environment).
- 2.23. **“Card Holder”**:
- 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);
  - 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 to a Student Account; (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.
- 2.24. **“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.
- 2.25. **“International Card Organizations”**: International card organizations such as VISA International Inc. and MasterCard International Inc. 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.
- 2.26. **“Off line Transaction”**: a Transaction not forwarded-, or forwarded only after the completion of the Transaction for authorization to the bank. In this case neither the coverage, nor the daily limit and the state of the Card (e.g. inactive, furtive etc.) shall be examined by the bank. Under this type of Transactions fall also the processing of the recurring Transactions, in the course of which the account(s) adjusted as coverage of the card shall be debited from time to time regularly (e.g. monthly) with the fee of a continuous service required by the Card Holder.

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- 2.27. **“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).
- 2.28. **“POS” terminal**: an electronic 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.
- 2.29. **“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.
- 2.30. **“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.
- 2.31. **“Partner Card Holder”**: any natural person authorized by the Account Owner being a natural person (Main Card Holder) to use the card.
- 2.32. **“Transaction”**: refers to any purchases, cash withdrawals, cash deposits, purchases carried out in ATMs (e.g. mobile phone recharge) 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).
- 2.33. **“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**: 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. At its discretion, the Bank may apply restrictions in accepting orders from certain points of acceptance.) In the case of Bank Card transactions specified in section b), the Bank shall assume no liability for the identification of the Card Holder. 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. When a Bank Card is used for Internet banking, the Bank shall assume no liability for the identification of the Card Holder 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.
- 2.34. **“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:

- 2.35. **“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.
- 2.36. **“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.
- 2.37. **“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.
- 2.38. **“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.
- 2.39. **“Business entity” within the meaning of Section c) of Art. 968 of the Act IV of 1959 on the Civil Code of the Hungary – hereinafter: Civil Code** – refers to state-owned companies, other state-owned business organizations, co-operatives, housing associations, business organizations, European joint-stock companies, unions, European economic unions, enterprises of individual legal entities, subsidiaries, water management associations, associations of forest holders, bailiff’s offices, private entrepreneurs, local governments, publicly financed institutions, societies, public bodies and foundations.
- 2.40. **“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.
- 2.41. **“Retail Credit Card”**: a special Bank Card issued by the Bank to natural persons for the Credit Card Account maintained by the Bank.
- 2.42. **“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 clients qualifying as business entities under the Civil Code, churches and public interest organizations (hereinafter jointly: Business Entity).
- 2.43. **“Credit Card Application Form”** refers to the form defined by the Bank, which the Client may use to apply for a Credit Card.
- 2.44. **“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.
- 2.45. **“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.

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2.46. **“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.

2.47. **“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.

2.48. **“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.

2.49. **“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.

2.50. **“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<sub>k</sub>: is the amount of the kth tranche minus the costs related to raising the loan, until the first loan disbursement,
- D<sub>l</sub>: 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<sub>k</sub>: 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<sub>l</sub>=0,
- s<sub>l</sub>: 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.

2.51. **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.

### 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). No P.O. box 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 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.

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- 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 Owner undertakes to use the Bank Card to the extent it is permitted by the amount of coverage held on the account or the amount of Credit Line, and shall be responsible for ensuring that any person authorized to use the Partner Card also respects this rule. Card Holders shall always be aware of the amount of available balance. In the case of cards issued upon the instruction of business organizations, the Account Owner shall be liable for any use of the card by the Card Holders employed by it. In case of settlement of the Off line- and those Transactions authorized immediately by the International Card Organizations without examination of the coverage and the daily Limit set to the Card, the Bank is entitled to debit the bank account(s) serving as coverage of the Card with the amount of the Transaction without examination of the available coverage or anything else.

### **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. In the case of Debit and Charge Cards, the Card produced in accordance with the Card Holder's application shall be sent to the Card Holder by unregistered mail, whereas the related PIN envelope as well as the renewed Card shall be sent in a separate envelope, also by unregistered mail. Upon prior request of the Client, the above items may be collected in person in specific branches of the Bank, if it is allowed by the Bank and against payment of an additional fee as per the prevailing List of Conditions. In the event that the bank card or the PIN code – after agreement with the Call Center, upon the explicit written (via mail or fax) request of the Card Holder – is sent to an address outside of Hungary as exactly specified in writing by the Client, instead of the address originally provided by the Client as his notification address, the Bank – upon the explicit written request of the Card Holder – may handle those as registered mail and forward them via a carrier service, charging the Card Holder (or in the event of a Partner Card, the account associated with the card) all direct costs incurred. In case of postal delivery, or delivery via a carrier service the Card Holder shall immediately inform the Bank if he/she has not received his/her bank card and the envelope with the PIN code within 30 days from application in case of new Cards; for card renewals such notification shall be given if the renewed bank card is not received by the 25th day following the month of expiration indicated on the face of the old Card. The Bank shall accept no liability for damages arising from any failure to provide such notification. The Bank shall send the Card by unregistered mail or registered mail either to the Client's notification address assigned to the account set as coverage for the Card or to another notification address in Hungary chosen from the Account Owner's postal addresses (as the Client prefers it). The Bank shall accept no liability for any risks and damages arising from posting to the address provided as notification address or – upon the explicit request of the Client – forwarding to an address specified outside of Hungary via a carrier service. Debit and charge cards sent by post are not activated. The Bank shall be entitled to automatically cancel and delete from its systems any Card sent to the Card Holder by registered or unregistered mail, and to consider any Bank Card Agreement concluded/signed earlier with the Card Holder/Account Owner terminated if the Card is not activated within 180 days from the last day of the month when the Card is applied for, or – in case of card renewal – the month of expiration of the Card expired.
- 3.30. If the Card is collected by the Client in person in a given branch – with the approval of the Bank –, and the Card Application was not made in the branch, the Bank is only entitled to deliver the Bank Card and the PIN code to the Card Holder personally; in the event that the Card Application was submitted in the branch, the Bank may deliver those to the Card Holder or the person authorized by the Card Holder – holding an authorization accepted by the Bank. The Bank assumes no responsibility for the risks and damages associated with the collection of the Bank Card and the PIN code by an authorized person. If the Card Holder or the person authorized by the Card Holder as specified above requests the Card to be delivered to him/her in the Bank but fails to collect it within 90 days following notification of the Bank on the issuance of the Card, unless otherwise provided for, the Bank may invalidate and destroy the Card along with cancelling and deleting it from its systems, and may consider the Bank Card Agreement concluded/signed earlier with the Card Holder/Account Owner to be void. The Bank may charge card keeping fee for keeping safe any Card which is not collected; the amount of that fee is included in the Bank's prevailing List of Conditions.
- 3.31. If the Card is delivered in person in a branch, the Bank shall only deliver the Credit Card and the PIN code for certain credit cards to the Account Owner/Car Holder, and the Partner Credit Card and the PIN code for certain credit cards to the Partner Card Holder appearing in the branch. The Bank shall post the intact envelope with the PIN code for the credit card or the inactive Credit Card for certain credit cards prior to signing the credit card/partner credit card agreement to the notification address specified by the Main Card Holder on the credit card application form, and the intact envelope with the PIN code for the partner credit card to the notification address of the Partner Card Holder specified on the partner credit card application form. In the event of personal deliveries other than in branches, the provisions of Sections 3.28 and 3.29 of these Terms and Conditions shall apply.
- 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

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inform the Account Owner as soon as Business Credit Cards are ready.

### 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.

### Activation of the Card

3.34. The Client shall sign his/her Bank Card immediately after receipt, and have it activated – for Credit Cards by launching an activation process in the branch, and for Debit Bank Cards by using the Bank's Telefonbank service, or – 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.

In case of an activation using the Bank's Telefonbank service, the Bank shall only activate the Card following identification of the Card Holder or the Telefonbank user (though the Telefonbank service). Activation of the Card through the Telefonbank automatic system is possible for any Telefonbank user who has a right of disposal through the Telefonbank system over at least one bank account that belongs to the given Card.

Activation of its own Debit Bank Card/Partner Bank Card by the Main Card Holder/Partner Card Holder by the first use of the PIN code in pursuance of a – successfully completed or in lack of the coverage rejected – Transaction is possible only in case of Bank Cards issued and made available to the Main Card Holder/ Partner Card Holder as a renewed Bank Card according to Section 3.39., with succession renewal of active Bank Cards expiring on or after the date of 30.04.2011. 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 account balance enquiry-, and 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 2.26. 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 accept no liability for damages arising from any failure to do so.

### Validity of the Card

- 3.35. The Card shall be valid until the 24th hour of the last day of the month appearing on the face.
- 3.36. 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.
- 3.37. 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.
- 3.38. 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

- 3.39. 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. 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, otherwise the Bank shall proceed as if the Card Holder's cancellation was submitted to the Bank on the expiration date of the Card.
- 3.40. The Bank shall be entitled to refuse the renewal of the Bank Card with unchanged rights if no transaction is

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performed using the Bank Card for at least 180 days in a row during the validity of the Card.

- 3.41. 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 4.31 and simultaneously the case specified in Section 3.40 has occurred.
- 3.42. Regarding the sending of renewed Debit and Charge Cards to the Card Holder, the provisions of Sections 3.28 to 3.29 shall apply.
- 3.43. Regarding the delivery and activation of Debit and Charge Cards, the provisions of Sections 3.28 to 3.29 and Section 3.34 shall apply.

### Renewal of the Credit Card

- 3.44. The Bank shall be entitled to refuse the renewal of the Bank Card with unchanged rights:
- 3.44.1. In the event specified in Section 8.2.3.
- 3.44.2. 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.
- 3.45. 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 3.56 thereof.
- 3.46. 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.

### Card replacement

- 3.47. Following blocking of the Debit Bank Card or Credit Card as per Sections 5.36 to 5.41 initiated by the Card Holder and upon the consent of the Card Holder the Bank shall arrange for the production of a replacement card free of charge. 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). 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

- 3.48. 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 an amount different from the amount requested by the Account Owner.
- 3.49. 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.
- 3.50. 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.
- 3.51. 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
- 3.52. The Credit Line may be modified upon the Account Owner's request, based on the Bank's decision, during the period of validity.
- 3.53. The Bank shall accept any instructions related to the Credit Card Account solely from the Main Card Holder or the Account Owner.

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3.54. 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

3.55. 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.

3.56. 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.

3.57. In the case of any request 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.

3.58. 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.

3.59. The Bank is entitled to proceed to the modification of the Credit Line amount in writing within its scope of

competence, considering the Main Card Holder's or Account Owner's usage habits and willingness to pay in relation to the existing Credit Card Agreement/ Credit Card Credit Line Agreement for Retail Credit Cards at least 2 months and for Business Credit Cards at least 15 days before the modification takes effect. The modification shall be deemed accepted by the Account Owner if he/she does not notify the Bank of the contrary before the modification takes effect. If the Account Owner notifies the Bank of the fact that he/she does not accept the modification, the Framework Agreement shall be automatically terminated on the working 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. Unilateral modifications of the financial provisions of the Credit Card Agreement/Credit Card Credit Line Agreement – as a Framework Agreement defined in the General Terms and Conditions – by the Bank shall hereinafter be governed by the provisions of the section "Modification of the Framework Agreement" of the General Terms and Conditions, while the unilateral modifications of the credit related provisions by the Bank either for Retail Credit Cards or Business Credit Cards shall hereinafter be governed by the relevant provisions of the Bank's Terms and Conditions for Retail Clients and the Business Credit Card agreement, respectively.

3.60. 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.

3.61. 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)

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 different from the default values set by the Bank as per section 4.7 or defined on an individual basis in the agreement in any branch or through the Bank's Call Centre. However, the requested limit shall not exceed the amount of maximum limits specified in the prevailing List of Conditions.

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- 4.2. Except for Off-line Transactions and Transactions authorised by International Card Organisations, 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, 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. Transaction slips received when using the card 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).
- 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 withdrawing cash 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, or purchase limits 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 Bank's Call Centre. Upon the Account Owner's request the Bank may cancel the Partner Card or modify daily 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. Default and maximum limits regarding the amount and the daily – or for Business Credit Card: monthly – 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 the fourth time the wrong PIN code is entered after three wrong PIN entries made on the same day. The Bank shall accept no liability for any restriction applied by other banks accepting the Card.
- Description of authorized Bank Card Transactions**
- 4.9.1. The rules of identification and authentication of usage options of the Bank Card shall be applied together with the definitions specified above.
- 4.10. Types of authorized Bank Card Transactions:**
- 4.10.1. **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 and withdraw cash 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 4.14. and 4.15.
- 4.10.2. **in an electronic environment, in a manner different from what is specified in section 3.10.1 (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 via telecommunication devices;
- 4.10.3. **bank card transaction conducted in a non-electronic environment;**
- 4.10.4. further potential transactions **conducted in another manner than using a bank card** specified in the List

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of Conditions and provided for in the Framework Agreement concluded with the Card Holder.

- 4.11. 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.
- 4.12. 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 4.14.2, 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.
- 4.13. 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 deposit through ATMs

#### 4.14. General Conditions

- 4.14.1. 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.
- 4.14.2. 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 and/or with expired Debit Bank Cards or Debit Bank Cards invalid for any other reason (temporarily or finally blocked). 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.

- 4.14.3. 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.
- 4.14.4. 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. The Bank undertakes no obligation for damages arising from that.
- 4.14.5. 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.
- 4.15. Treatment of subjects not identified as HUF bank notes, respectively suspicious or not unequivocally genuine bank notes**
- 4.15.1. When defining the above categories and categorising the bank notes the Bank is acting upon the provisions



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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.

- 4.15.2. 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.
- 4.15.3. 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).
- 4.15.4. 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.
- 4.15.5. 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.
- 4.15.6. 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 4.15.4., within 10

working days as of the receipt of the bank notes from the Hungarian National Bank.

- 4.15.7. 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:**

- 4.16. 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 4.10.4.
- 4.17. Points of Acceptance shall ask for approval from the Bank for Credit Card Transactions above the approved limit.
- 4.18. 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.
- 4.19. The Credit Card or Business Credit Card may be used to conduct transactions only up to Available Credit Line and up to the amount of the Credit Line related to the given Credit Card/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**

- 4.20. 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. 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.
- 4.21. The rules of identification and authentication of usage options of the Bank Card shall be applied together with the definitions specified above.

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

### 4.23. Authentication of the transaction

4.23.1. **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 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.

4.23.2. **in an electronic environment, in a manner different from what is specified in the above section 4.23.1:** (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.)

4.23.3. **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.

4.23.4. 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.

### Withdrawal of payment order

4.24. 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.

4.25. The value of transactions specified above is only possible with the consent of the acceptor bank/point of sale accounting for the 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.

### Liability for payment transactions

4.27. 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 shall accept any liability for any requests for authorization, faulty transactions, cancelled transactions, credit entries etc. 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.

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4.28. 3.1. 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 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.

### Rejection of the Card by the point of acceptance

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

- 4.29.1. the card is put on a black list;
- 4.29.2. the Card is not active any more (is blocked);
- 4.29.3. the Card has not been activated yet;
- 4.29.4. the Card has expired;
- 4.29.5. the Card has been visibly changed or damaged;
- 4.29.6. the Card Holder does not prove his/her identity by an identification document with photo when being called upon to do so;
- 4.29.7. in events of suspicion of abuse,
- 4.29.8. the client did not sign the card on the back side in the signature box.

### Limitation of the acceptance of a card by the Bank

4.30. 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.

4.31. 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.

4.32. In the event of the blocking of a Card by the Bank in accordance with Sections 4.28 and 4.29, 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.

## 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 4.14.2. 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.

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.

5.3. If the debited amount of incoming bank card transactions, or any other transactions, costs or commissions settled in another manner than by bank card as specified in the List of Conditions and provided for in the Framework Agreement 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 or by the deadline specified in the Bank's notice. If the Account Owner fails to pay the arrears to the account by the deadline set in the notice, the Bank shall be entitled to settle its claim from the amount blocked as surety deposit, or if there is no surety deposit, to cancel the card agreement with immediate effect, and to block the card without delay and assert its claims in court proceedings.

### Settlement of domestic and foreign payment orders

5.4. The settlement of domestic transactions is made in HUF (except the cases described in section I/3.1 of the Annex).

5.5. 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, conversion shall be made at the exchange rates applied by the Bank on the date of processing.

- 5.6. 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.
- 5.7. 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.
- 5.8. 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 4.23.1, and credits the amount to the given bank account at the time defined in the Performance Order.
- 5.9. 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.
- 5.10. 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.
- 5.11. 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.
- 5.12. 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.
- 5.13. 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**

- 5.14. Upon issuance of the Card, the Bank may charge an issuer's/card membership fee. The Bank shall charge the issuer's fee for Debit Cards on the date of approval of the card application and card membership fee upon renewal of the Card (for cards issued for several years, it shall be done every year, subsequently) to the Account Owner's account. For Credit Cards, issuer's fee shall become due upon activation of the Card, and later the membership fee shall also be payable every year subsequently (for cards issued for several years) on the first Bank Business Day of the month following the expiration date appearing on the Credit Card. 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.
- 5.15. 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 and purchase limits are contained in the prevailing List of Conditions published by the Bank.

### **Fees, costs and commissions related to the Credit Card Account**

- 5.16. 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.
- 5.17. 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 rate applicable on the date of conversion shall be applied, which is published every working day in the Bank's branches and on its website.
- 5.18. 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**

- 5.19. The Bank pays no deposit interest on the amount kept on the Credit Card Account to the Main Card Holder or the Account Owner.

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### 5.20. Charging credit interest on the used amount of the credit line

5.20.1. 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:

5.20.1.1. 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.

5.20.1.2. 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.

5.20.1.3. for fees and commissions: the method of calculating credit interest is the same as for the calculation of credit interest for purchase Transactions.

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

5.20.2. The interest defined above shall be debited as of the last day of the Settlement Period using the applicable interest rates as per the prevailing List of Conditions.

### 5.21. Annual Percentage Rate (hereinafter: APR)

5.21.1. 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.

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

5.21.3. 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

5.22. Any payment to the Credit Card Account may be made by bank transfer or in cash in the Bank's any branches, or in cash through the Bank's ATM machines being adapted to cash deposit, or by a transfer from any cash account maintained with the Bank. Payments and transfers completed to the benefit of the Credit Card Account shall be accounted for 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).

5.23. 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.

5.24. 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.

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

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5.26. The value date of cash deposits at cash desk of a branch/cash deposit through the Bank's ATM / bank transfers/transfers between accounts to the benefit of the Credit Card Account is the date of receipt if received by 18.30 by the Bank, otherwise it is the next bank business day. Amounts deposited on a given value date are accessible by credit card from the next calendar day (0.00).

5.27. 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.

5.28. 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

5.29. The Bank is entitled to unilaterally modify the financial and other conditions of the agreement as set forth below.

5.30. The Bank shall notify the Account Owner or the Main Card Holder of its intention to modify the Framework Agreement for the Bank Card or Credit Card service at least 2 months before the modification takes effect, except for modifications regarding the credit related provisions of a Business Credit Card agreement, where the notification deadline is 15 days. The modification shall be deemed accepted by the Account Owner if he/she does not notify the Bank of the contrary before the modification takes effect. If the Account Owner notifies the Bank of the fact that he/she does not accept the modification, the Framework Agreement shall be automatically terminated on the working 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.

5.31. Until the date preceding the entry into force of the modification, Account Owners which are consumers or micro-enterprises are entitled to cancel the Framework Agreement with immediate effect, free of any fees, costs or other payment obligations. This provision does not stand for modifications regarding the credit related provisions of a Business Credit Card agreement.

5.32. If the Client is not a micro-enterprise or a consumer, the Bank is entitled to unilaterally modify the amount of fees and commissions as well as any other contractual provisions without any specific notification,

by way of Announcement in the cases set out in the General Terms and Conditions, and under the terms and by the deadline specified therein.

5.33. For agreements concluded between the Bank and Clients regulated by the scope of the Bank's Terms and Conditions for Retail Clients for the purpose of loan or any other financial service (e.g. Credit Line Agreement), the Bank's rights to the unilateral modification of contracts are governed by the provisions of the Bank's Terms and Conditions for Retail Clients.

5.34. The Bank reserves the right to unilaterally amend the Terms and Conditions and the List of Conditions whenever a new service is launched.

5.35. 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 and liability

#### Notification on the loss or theft of the Card, blocking of the Card

5.36. 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 security elements necessary to use the Card (e.g. PIN code). The Card Holder is required to keep the card at a secure place.

5.37. Should the Card get out of the Card Holder's possession, be lost, stolen or used in an authorized or unapproved manner, this shall immediately be reported to the Bank through the Bank's Call Centre or in person in any of the branches. 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 5.53 – 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.

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- 5.38. 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.
- 5.39. 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. Following the notification 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 or following blocking (e.g. Off-line transactions, cash deposit to the Credit Card Account), 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). Blocking is final and irrevocable, meaning that the Card may not be used any more.
- 5.40. 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.
- 5.41. Even if the Card is found later, the Card Holder shall not be able to use it and shall return it to the Bank or destroy it.
- 5.42. 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

- 5.43. 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.
- 5.44. If the Card Holder does not base his/her claim for compensation on the provisions of sections 6.14 to 6.17 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.
- 5.45. In the event of any groundless complaint, the Bank shall be entitled to charge any costs incurred in connection with investigating the complaint to the Account Owner or Card Holder.
- 5.46. The Bank shall not be liable for the consequences of blocking, not even if the request for blocking or the notification was not sent by the Card Holder. Requests for blocking submitted by third persons shall be confirmed by the Card Holder, otherwise the Bank shall accept no liability for any damages caused to third parties or to the Card Holder due to blocking.
- 5.47. 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 45,000. The Card Holder's liability to bear damages in the amount stated above shall not arise if the electronic means of payment was used without that means being physically present or electronically identified. If the Card Holder is not a consumer or a micro-enterprise, then the provisions of this section shall not apply to the Card Holder.
- 5.48. The Bank shall accept no liability for any damages arising from any wrong balance information attributable to any potential communication or other system error; furthermore, any overspending generated by such errors shall also be the Card Holder's liability regarding payment of the amount.

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5.49. Any improper handling of the PIN code as well as the non-observance of provisions set out in section 5.53 shall be deemed a serious negligence; thus, the Bank shall accept no liability for any damages arising therefrom.

5.50. 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.

5.51. 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.

5.52. 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**

5.53. **Wilful misconduct or serious negligence shall mean in particular the following cases:**

- 5.53.1. 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);
- 5.53.2. 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;
- 5.53.3. 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 of any reasonable suspicion thereof;
- 5.53.4. the Card Holder does not inform the Bank immediately if the PIN code comes to the knowledge of any unauthorized person;
- 5.53.5. the Card Holder writes the PIN code on the Bank Card or keeps the PIN code noted down together with the Bank Card;

5.53.6. the Card Holder does not keep the Bank Card at a safe place where it is always in sight;

5.53.7. the Card Holder lends the Bank Card to another person or offers it as a pledge (collateral);

5.53.8. the Card Holder does not destroy the expired or lost but found Bank Card;

5.53.9. 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;

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

### **Confirmation of notification**

5.54. 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**

5.55. 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**

5.56. 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.

- 6.3. By signing the relevant agreement, the Card Holder expressly authorizes the Bank to disclose any fact, information, solution or data representing bank secret, related to or learnt by the Card Holder, including any data concerning the Card Holder's personal and financial position, property status, business activities, management, business relations, balance and movements of his/her accounts maintained by the Bank, and contracts concluded with the Bank, to any member or unit of the UniCredit Group, especially to its direct and indirect owners, to Bank Austria Creditanstalt AG (Vienna), to Bayerische Hypo-und Vereinsbank AG (Munich), to UniCredit S.p.A. and their affiliates, for the purpose of performing the tasks and existing liabilities undertaken by the Bank on the basis of legal provisions, and for the purpose of consolidation, risk analysis or sale of services, to the extent necessary for these purposes, and to collect, record and store these data in connection with the above purposes during the term of the contract relationship or as long as the Bank has any claim against the Card Holder.
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, 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. However, with reference to the obligation of the Account Owner/Card Holder specified in section 7.19, the Bank shall accept no liability for damages arising from such balance information provided.
- 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.
- 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.
- 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

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deliver information concerning payment transactions 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 on a permanent basis and to display them in a format and with a content unchanged. The Account Owner or Card Holder shall inform the Bank of his/her potential requests or discrepancies in writing immediately, but at latest within 15 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.

- 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 Bank's Call Centre 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 15 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 – with the exception of the complaints specified in Sections 7.14-7.18 and 5.43 – 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.
- 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 7.18 within 56th days from the transaction date.

### Reimbursement

- 7.14. 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:
- the Account Owner or Card Holder was not aware of the amount of the payment transaction at the time of approval, and
  - 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 seat of the beneficiary's payment service provider is incorporated in the EEA.

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

- the amount debited is used to cover a debt arising from a credit or loan agreement between the beneficiary and the Account Owner;
- the Account Owner or Card Holder had determined the maximum amount for the payment transaction, and the amount debited was below that limit.

- 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.
- 7.16. 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:
- the agreement between the Account Owner or Card Holder and the debiting party as beneficiary, making the basis of the debit transaction;
  - a statement made by the Account Owner or Card Holder being aware of his/her criminal liability,

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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, 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;
  - 8.1.6. if the Card is not activated within 90 days from 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 3.40. or 3.44. 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 in Art. 525 of the Civil Code;
- 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 3.39;
- 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 4.30);
- 8.2.7. in the absence of approval as stipulated by Section 3.47;
- 8.2.8. with regard to the provisions of Section 5.53.

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 more than one year 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

## Bank Card Terms and Conditions

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 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 60 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. Reasons for termination with immediate effect shall be in particular the violation of provisions of sections 5.53 and 8.1-8.2 in addition to sections 8.28-8.29 of these Terms and Conditions.
- 8.13. 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.

- 8.14. 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 more than one year may be cancelled by the Account Owner free of any fees, costs and other payment obligations.
- 8.15. Concurrently with termination, the Main Card Holder or Account Owner (and/or Business Card Holder) shall return all Credit Cards related to the Credit Card Account, including Partner Credit Cards and the Business Credit Card to the Bank. The starting date of the notice period shall be the date of receipt of all Credit Cards related to the Credit Card Account by the Bank. Business Credit Cards may be returned on an ongoing basis but they shall be blocked as of the date fixed by the Bank's notice of termination, or as of the date of receipt of the Account Owner's notice of termination by the Bank.
- 8.16. 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.
- 8.17. 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. Following termination, the Account Owner shall be obliged to pay the total debt outstanding on the basis of the Credit Line Agreement with Credit Card by the last day of the Grace Period following termination, but at latest by the end of the notice period.
- 8.18. 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

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following receipt thereof, but at latest by the deadline fixed in the separate notification.

- 8.19. 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 12.12.7, the Bank shall be entitled to directly seek satisfaction from any bank 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.
- 8.20. Should this be unsuccessful, the Bank shall be entitled to assert its claims in court proceedings.
- 8.21. 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

- 8.22. 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.
- 8.23. 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.
- 8.24. 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.

- 8.25. 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 by post or over the phone.
- 8.26. The Bank shall not be bound by information obligations specified in section 8.3.4 if this would compromise the security of the Bank's operations or if performance of such obligations is excluded by law.
- 8.27. 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

- 8.28. Breach of contract shall mean in particular:
- 8.28.1. if the Card Holder provides false data to the Bank in connection with the Card Agreement or Credit Card Agreement;
- 8.28.2. execution of or attempt to execute uncovered transactions;
- 8.28.3. 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;
- 8.28.4. violation of legislative provisions related to the use of the Bank Card;
- 8.28.5. use of the Bank Card contrary to the agreement (e.g. transfer);
- 8.28.6. if the Card Holder fails to fulfil any payment obligations by the due date, or if according to the latest statement of the Bank the balance of the account does not cover the amount payable;
- 8.28.7. 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.
- 8.29. In events of breach of contract, the Bank:
- 8.29.1. 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.);

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

### Outsourcing

8.30. 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.

8.31. 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

8.32. 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.

8.33. 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

8.34. 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 registered mail, 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:

- a) from the date of the first attempt of postal delivery;
- b) if this date cannot be ascertained, from the fifth working day following the date of the second attempt of postal delivery;
- c) 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.

8.35. 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.

## 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 12.16.1 of the Terms and Conditions shall only be valid if the

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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 the Hungary.

- 10.3. In all matters not provided for in these Terms and Conditions, the Bank's General Terms and Conditions shall prevail.

### 11. Effect of the Bank Card Terms and Conditions

The text of these Terms and Conditions incorporated into a unified structure with amendments shall come into effect on 28th September 2012 for an indefinite term. 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, 28 September 2012.

UniCredit Bank Hungary Zrt.

# 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 conducted outside Europe where PIN code is not required is USD, otherwise it is EUR.

#### 1.2. Settlement currency for transactions conducted abroad (outside Hungary) with MasterCard credit cards: The settlement currency for transactions not requiring a PIN code concluded outside of Europe is USD, in all other cases it is EUR.

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

USD in all cases.

### 3. EXCHANGE RATES

#### 3.1. In case of centralized international acceptance it may occur that the Bank Card was used in Hungary and the payment order was established in HUF but the currency of payments received by our Bank for settlement is USD or EUR (especially in the case of airlines and travel agencies).

In such cases, irrespective of USD or EUR settlement currencies, 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.

In the case of transactions where the amount appearing on the transaction slip is not the same as the currency of the account or credit card account providing coverage for the use of the Bank Card, the amount debited/credited against the bank account/credit line shall be accounted for using the settlement currency received by the Bank.

#### 3.2. In the case of a credit (or cancellation) initiated by the point or 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.

#### 3.3. 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 upon 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 DEBITING (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.

### 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.

### NOTES FOR METHOD 2

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. Reservations for domestic transactions shall be made on the HUF account, while for transactions outside of Hungary those shall be 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, 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.

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.

