

# UniCredit Bank Hungary Zrt.'s General Terms and Conditions

Effective from  
12<sup>th</sup> February 2018

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# UniCredit Bank Hungary Zrt.'s General Terms and Conditions

Effective from 12<sup>th</sup> February 2018

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## I. GENERAL PROVISIONS

### 1. Introductory provisions

- 1.1. These General Terms and Conditions (hereinafter: General Terms and Conditions) include general terms and conditions for legal transactions 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 1<sup>st</sup> December 2003. No. of original operating licence: F-20/1992. dated 28 February 1992.) (hereinafter: Bank) and its Clients with a binding effect upon both the Bank and the Client without any specific stipulation, unless any individual agreement or the special regulations applying to different transaction types of credit institutions (Terms and Conditions for Retail/Corporate Clients, Bank Card Terms and Conditions, General Terms and Conditions for Investment Services and Additional Services) (the Terms and Conditions and the above regulations shall be hereinafter jointly referred to as: Business Regulations) provide otherwise. The general provisions of these Terms and Conditions shall apply in cases where the special business regulations relating to the transaction types of credit institutions or – in the absence of such regulations – the special provisions of these Terms and Conditions pertaining to the given activity do not provide otherwise.
- 1.2. The authority supervising the Bank is the National Bank of Hungary (1013 Budapest, Krisztina krt. 39.)
- 1.3. In matters not regulated by the specific agreement between the Bank and the Client, business regulations relating to the particular transaction types of credit institutions shall apply. In the absence of such regulations, these Terms and Conditions, or in matters not regulated therein, the provisions of prevailing legislation shall be applicable. With regard to certain banking transactions – especially for orders related to foreign trade – the appropriately published/announced international agreements and regulations (standards) shall also apply.
- 1.4. The Business Regulations are public information, and may be viewed by anyone on the Bank's web site: [www.unicreditbank.hu](http://www.unicreditbank.hu) or at the premises of the Bank open to Clients. The Bank shall make its Business Regulations available to the Client upon request, free of charge.
- 1.5. The List of Conditions is an inseparable part of these Terms and Conditions.
- 1.6. In the case of clients qualifying as consumer or micro-enterprise, the Bank may initiate the modification of the Framework Agreement concerning cash services at least two months before the modification takes effect. Detailed rules regarding the modification of the Framework Agreement are contained in section "Amendment of the Framework Agreement" of these Terms and Conditions.
- 1.7. For agreements concluded between the Bank and the Client for the purpose of loan or any other financial services, 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 as well as of the Bank's Terms and Conditions for Corporate Clients and Municipalities.
- 1.8. The Bank reserves the right to unilaterally amend the Terms and Conditions and the List of Conditions whenever a new service is launched. Such supplements and amendments shall also apply, from the moment they come into force, to contracts already concluded.
- 1.9. 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.

## 2. Definitions

1. **“Data Protection Act”** shall mean Act CXII of 2011 on Informational Self-Determination and Freedom of Information.
2. **“Transfer”** shall mean a payment service conducted upon instruction of the Client as paying party, where the account of the Client as paying party is debited in favour of the beneficiary; it may also refer to official transfers as well as to transfers based on summons.
3. **“Signature Card”** shall mean a document signed and submitted by the Client to the Bank which is designed by the Bank and forms an inseparable part of the Framework Agreement, containing the model signatures of authorized signatories in connection with the agreement, issued upon conclusion of the agreement or thereafter between the Client and the Bank.
4. **“Agreements subject to data supply”** in accordance with Section 2, Art. 5 of the CCIS Act shall mean credit/ financial loan agreements, the issuance of non-cash payment instruments and the provisions of related services, undertaking of guarantees or bank guarantees or any other banker’s obligations, the provision of investment loans or securities lending as well as student loan agreements as defined by law.
5. **“Bank Business Day”** shall mean a day on which the Bank conducts business activities as per its effective opening hours, so when the Bank is open for the purpose of executing payment transactions.
6. **“Bank Holiday”** shall mean a day on which the Bank conducts no business activities.
7. **“Domestic Payments Activity”** shall mean all payment transactions in which the payment service provider of both the paying party and the beneficiary provide their payment services within the boundaries of Hungary.
8. **“Collection”** shall mean a payment service provided upon the beneficiary’s instructions where debiting of the paying party’s Payment account in favour of the beneficiary shall take place on the basis of the paying party’s consent given to the beneficiary, to the beneficiary’s bank or to the paying party’s own bank.
9. **“Bsz.”** shall mean the Act CXXXVIII of 2007 on investment enterprises and commodity market service providers as well as on the rules of activities they may perform.
10. **“Breakdown of Costs”** shall mean a document making part of the Account Statement which contains an itemized list of all fees, costs and other payment obligations related to the payment services, payable by the Client being a client qualifying as consumer or micro-enterprise to the Bank.
11. **“Personal Identifier”** shall mean the payment account, or in the absence thereof any combination of letters, numbers or symbols assigned to the Client by the Bank for the purpose of clear identification of the beneficiary.
- 11/A. **“Strong Customer Authentication”** shall mean an authentication based on the use of two or more elements categorised as
  - a) knowledge, which is something only the Client knows,
  - b) possession, which is something only the Client possesses, and
  - c) inherence, which the Client is
 that are independent, in that the breach of one does not compromise the reliability of the others, and is designed in such a way as to protect the confidentiality of the authentication data.
12. **“EEA State”** shall mean any Member State of the European Union or any other state that is party to the Agreement on the European Economic Area.
13. **“EEA Currency”** shall mean the official currency of an EEA State.
14. **“Payment Transaction within EEA”** shall mean a payment transaction where the payment service provider of both the paying party and the beneficiary, or the sole payment service provider performing the transaction provide their services in the territory of the EEA.
15. **“Value Date”** shall mean the day which is taken into account by the Bank for the calculation of interests for any amount debited or credited to the Payment account.
- 15/A. **“Payment Initiation Service”** shall mean a service to initiate a payment order at the request of the payment service user with respect to a payment account held at another payment service provider.

16. **“Paying Party”** shall mean any entity
- which, as the owner of the payment account, approves any payment order to be executed from its payment account, or
  - which submits a payment order in the absence of any payment account, or
  - whose payment account is debited due to any official transfer order or to any transfer based on summons.
17. **“Payment Order”** shall mean any instruction by a payer or payee to his payment service provider requesting the execution of a payment transaction, including official transfer orders and remittance summons.
18. **“Payment Transaction”** shall mean the execution of any order initiated by the paying party, the beneficiary, the person authorized to issue official transfer orders or the issuer of the summons for transfer, following a certain method of payment, irrespective of the legal relationship between the paying party and the beneficiary.
19. **“Payment Account”** shall mean any account opened in the name of the Bank’s Client for the purpose of executing payment transactions specified by relevant legislation or these Terms and Conditions; this may include bank accounts, current accounts, cash accounts, accounts for limited purposes as well as credit card accounts.
20. **“Business Organization”** shall mean any legal entity excluded the consumers.
21. **“Authentication”** shall mean a process enabling the Bank to verify the identity of the Client or the validity of the use of a specific payment instrument, including the use of the Client’s personalised security credentials.
22. **“Hpt.”** shall mean the Act CCXXXVII of 2013 on credit institutions and financial undertakings.
23. **“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.
24. **“Language of Communication”** shall mean the language of the banking service agreement making part of the Framework Agreement.
25. **“Beneficiary”** is the entity that is entitled to funds concerned by the payment transaction.
26. **“Framework Agreement”** shall mean an agreement incorporating all business regulations, lists of conditions, announcements, forms designed by the bank, the List of Conditions and the table of exchange rates pertaining to the payment service provided (including the agreements related to the Service), concluded between the Bank and the Client, which determines all essential conditions for payment orders and payment transactions (including the opening of payment accounts) based on the framework agreement, for a given period.
27. **“CCIS”** shall mean the central credit information system recognized by the National Bank of Hungary (in Hungarian: “KHR”).
28. **“CCIS Act”** shall mean Act CXXII of 2011 on the Central Credit Information System.
29. **“List of Conditions”** shall mean the set of conditions set forth in lists of conditions and announcements published in the manner required by the relevant legislation and these Terms and Conditions, pertaining to non-individual transactions between the Bank and the Client.
30. **“Micro-enterprise”** shall mean any legal entities and unincorporated business organizations which – at the time the framework agreement is concluded, based on the information at the Bank’s disposal – have a total headcount of less than 10, and whose annual turnover or balance sheet total in the business year preceding the year when the agreement is concluded is not more than EUR 2 million or HUF equivalent based on the official exchange rates posted by the National Bank of Hungary on the last day of the business year preceding the year when the agreement is concluded.
31. **“International Customs”** shall mean among others the “Uniform Customs and Practice for Documentary Credits”, the “Uniform Rules for Collections”, the “Uniform Rules for Contract Guarantees” and the “Uniform Rules for Demand Guarantees”, as amended time to time, issued by the International Chamber of Commerce, 38 Cours Albert 1er, 75008 Paris (hereinafter jointly referred to as: “ICC rules”).
- 31/A. **“Payment Account Accessible Online”** shall mean a payment account, regarding of which it is possible to give Payment Orders or access data and information by direct connection of information technology device.
32. **“Complaint”** shall mean the objection of the Client to any action or omission of the Bank relating to the pre-contractual phase, or the conclusion of the agreement, the fulfilment of the agreement by the Bank, and the

termination of the contractual relationship respectively hereinafter the settlement of the legal dispute with respect to the agreement.

- 33. “Cash Account”** shall refer to the Payment account opened or having been opened by the Account Owner for the purpose of conducting transactions within the framework of its regular business activities, based on an obligation stipulated by law.
- 34. “Pft.”** shall mean the Act LXXXV of 2009 on providing payment services.
- 35. “Pmt.”** shall mean the Act LIII of 2017 on the prevention of money laundering and terrorist financing.
- 36. “Reference Data”** shall mean any information, including the personal particulars of a registered person, which may be handled by the financial enterprise managing the Central Credit Information System in accordance with the Hpt.
- 37. “Reference Data Provider”** shall mean the institution recognized by the CCIS Act as reference data provider.
- 38. “Making available”** shall mean a method of providing information to clients by the Bank where the Bank makes subsequent information available to the Client upon the Client’s request once in a month free of charge through Internet Banking or Mobil Banking, or send it by post upon the Client’s request submitted through Telebank, or by delivering it in person to the Client upon his/her request in a branch.
- 38/A. “Account Information Service”** shall mean an online service to provide consolidated information on one or more payment accounts held by the payment service user with either another payment service provider or with more than one payment service providers.
- 39. “Account Statement”** shall mean subsequent information sent to the Client in relation to any Order executed in the Client’s Payment account based on the Framework Agreement, or any Order executed without using any Payment account if the Client has no Payment account maintained with the Bank.
- 40. “Account Holder”** shall mean a natural person, or Business Organization to which the Bank provides payment services, has a valid Payment account agreement or consolidated securities account agreement with the Bank, or is a card holder having a credit card agreement.
- 40/A. “Personalised security credentials”** shall mean personalised features provided by the Bank to the Client for the purposes of authentication.
- 41. “Durable Medium”** shall mean 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.
- 41/A. “Remote Payment Transaction”** shall mean a payment transaction initiated via internet or through a device that can be used for distance communication.
- 42. “Distance Communication”** shall mean any method making it possible to make a statement of agreement in the absence of parties for the purpose of concluding a framework agreement or a one-off agreement for a payment transaction.
- 43. “Order of Performance”** shall mean the document forming an inseparable part of the List of Conditions, in which the Bank sets out the dates (Value Dates) by which it completes the tasks arising from the performance of Orders.
- 44. “Client”** shall mean any private individual, legal entity, unincorporated business organization or any other organization for whom/which the Bank provides financial, supplementary financial, investment or supplementary services; this definition also includes the Account Owner.

### 3. Representation

- 3.1.** Pursuant to Pmt, the Bank is obliged to identify the Client – together with authorized representatives – by means of vetting, and in doing so the Bank is entitled to verify the personal identity of the Client, its proxy holder, the persons with rights of disposition, and any representative. For this purpose, the Bank shall require the documents listed in the below section I.3 to be presented and also verify their validity. Pursuant to Pmt, the Bank shall make a photocopy of such documents and certificates.
- 3.2.** The Bank shall apply client vetting as per section I.3.1 in the events defined in Pmt (among others, when entering into a business relationship, or if a transaction order reaches a limit specified in any legislative provision).



- 3.3. When establishing the identity of a person, the Bank shall require the following documents to be presented by the Client:
- a) in the case of a natural person:
    - aa) an official document held by a Hungarian citizen suitable for certifying his/her identity (that is, identity card, passport, or driving licence in a card format) and an official document certifying the home address,
    - ab) in the case of a foreign natural person, a passport and a personal identification card provided that it entitles him/her to stay in Hungary, or any other document certifying or granting a right of residence,
  - b) in the case of a legal entity or unincorporated organization, the person authorized to proceed in the name or upon instruction of the organization shall present – in addition to the document specified in subsection a) of this section – a document not older than 30 days, proving that:
    - ba) in the case of a domestic business organization, that it has been registered by the Court of Registration, or submitted an application for registration; or, in the case of a sole trader, that a sole trader's licence was issued or the certificate of the registration was issued,
    - bb) in the case of a domestic legal entity, that it has been recorded by the authorities or the court if this is required for the entity to be established,
    - bc) in the case of a foreign legal entity or unincorporated organization, that it has been registered or entered into the official records in accordance with the law of the country in which it is based;
  - c) the deed of foundation of the legal entity or unincorporated organization (articles of association, bylaws) prior to its submission to the court of registration, the authorities, or the courts, of its application for registration by the court of registration, the authorities, or the courts. In this case, the legal entity or unincorporated organization shall submit a document to the Bank, certifying that it was duly incorporated or entered into official records within 30 days following incorporation or registration by the authorities or the courts; furthermore, the Bank shall record the company registration number or any other registration number of the organization. In doubtful cases, the Bank is entitled to request additional documents.
- 3.4. The authorization for representation must be certified by a public document or a private document providing full evidence. The Bank does not accept general authorization for representation. It shall be indicated in the letter of authorization, which specific matter(s) the authorization extends to.
- 3.5. Personal identity and/or the right of representation may – based on a statutory provision, an international agreement, the Business Regulations or the provisions of the agreement between the Bank and the Client – also be certified by means of other documents.
- 3.6. If the Client submits a foreign language document to the Bank to prove his/her identity or right of representation or any other fact, the Bank shall be entitled to request an authenticated Hungarian translation of such document or to have it translated at the Client's expense. The Bank shall not be liable for any damage arising from the inspection or translation of such document.
- 3.7. When performing a client vetting, the Bank shall record the following data:
- a) natural persons
    1. first name and family name (name at birth) and the married name, if any,
    2. home address, in the absence of home address, place of residence,
    3. date and place of birth,
    4. nationality,
    5. mother's maiden name,
    6. type and number of the identification document,
  - b) legal entity or unincorporated organization
    1. name and abbreviated name,
    2. the registered seat, or the address of the branch office in Hungary if the company is registered abroad,
    3. in the case of a legal entity registered with the Court of Registration, the company registration number, or in the case of other legal entities the number of the decision on its establishment (entering into records, incorporation) or its registration number,
    4. core activity,
    5. names and positions of persons with rights of representation,
    6. the identification data of the service agent;
    7. tax number;
  - c) the most important data of and related to the business relationship and the transaction order.
- 3.8. The Client shall make a written declaration to the Bank to the effect that it acts on his own or on behalf and interest of its actual owner (within the meaning of the Pmt). The person acting on behalf a legal entity or an unincorporated organization is obliged to make a written statement of the actual owner. Should any doubt arise at any time regarding the identity of the actual owner, the Bank shall call upon the Client (repeatedly) to give a written statement on the actual owner.



3.9. Prior to entering into a business relationship or executing a transaction order, or – if it is necessary to avoid any interruption in the normal course of business, and money laundering or terrorist financing is unlikely to occur – at latest by the date of execution of the first transaction order, the Bank shall carry out the verification of identity of the Client and the actual owner. If the Client is a legal entity or an unincorporated organization, following vetting of the person acting on its behalf or upon its instructions, it is also necessary to carry out the vetting of the legal entity or unincorporated organization itself.

The Client who is obliged to make a written statement to the Bank, specifying whether he/she is considered a politically exposed person. If she/he is qualified as a politically exposed person, the statement shall contain, under which provision of the Pmt he/she is considered as such and the information on the sources of the funds. The same information shall be provided regarding the beneficial owner(s).

3.10. The Client shall inform the Bank in writing or in person of all changes in the data recorded during client vetting or in the person of the actual owner according to Pmt within five working days after he/she obtains knowledge of such changes. The Bank shall accept no liability in the event that the Client does not provide notification of changes in such data, or does so too late, or provides incorrect data, or if the Client has originally supplied incorrect or false data. If no client order was executed on the account of the Client kept at the Bank for two calendar years – with the exception of transactions with multiyear duration –, the Bank shall call the attention of the Client within 30 days in writing to disclose to the Bank any change in his/her data, together with the notification that the Bank shall not execute any Client order until the disclosure of the data.

3.11. The Bank shall record and keep all data and documents that come to its knowledge concerning the Client upon performance of client vetting during the life of their contract relationship as well as for a period of eight years following termination thereof.

3.12. The Client acknowledges that if the Bank is unable to perform client vetting as specified in section I.3 of these General Terms and Conditions – including the case where the Client does not agree to the identification procedure making part of vetting or to the verification of his/her identity, or if client vetting under Pmt. cannot be performed due to any other reason, or if the client refuses to make a statement concerning his/her status

as a politically exposed person –, the Bank shall refuse to execute the transaction ordered by the Client through the Payment account for the given Client, or shall refuse to enter into a business relationship or to perform any transaction order, or shall terminate the business relationship existing with that Client.

3.13. The Bank shall regard the representatives registered with it as the Client's representatives until any competent department of the Bank receives written notification of withdrawal of the right of representation in a form accepted by the Bank, supported by appropriate documents.

The Bank shall not be liable with respect to any damages that occur in the course of the performance, non-performance or late performance of the Client's instructions due to any legal disputes arising on the Client's side in relation to the changes in the right of representation of the Client.

3.14. Any restriction of the power of representation vested upon the Client's authorized representative shown in the relevant registry, or rendering such representative's actions conditional or subject to approval shall only be effective as against the Bank, if the Client expressly notifies the Bank of the restriction, or the necessity of approval or a condition to occur.

3.15. The Client shall provide the Bank with a duly issued Signature Card, and undertakes to inform the Bank of any changes in the content of the Signature Card without delay. The Bank shall keep an electronic record of the signatures of the Client, its representative, the person with rights of disposition and any other person specified by the Client as a permanent proxy holder. The Bank is obliged to check the authenticity of signatures on all of the Client's written instructions. The Bank shall compare the signature on each written instruction with the specimen signature recorded electronically. If the instruction is not signed in the manner recorded with the Bank, the Bank shall be entitled to return the instruction to the Client together with an explanation, and shall not be liable for any damages arising therefrom.

3.16. The Bank is entitled to ask its Clients for a proxy in the form of a public document or a private document providing full evidence. Should the conditions of the proxy – according to the Bank's judgment – not be sufficiently clear, or should there be a need to examine other documents in addition to the instrument of proxy or the conditions indicated in the instrument of proxy in order to interpret its content, or should

the Client provide the proxy in a manner that is not customary at the Bank, or otherwise disregard the format and content requirements, the Bank shall not be obliged to perform the instruction given based on the proxy. General proxy for cash withdrawal shall be signed solely by the Client (statutory representative) with rights of disposition on the account. Occasional proxy for cash withdrawal shall be signed solely by the person with rights of disposition who signed the concerned cash withdrawal order.

- 3.17. The specimen signatures of employees acting on behalf of the Bank in a given case shall, upon the Client's request, be made available to the Client for inspection in the Bank's premises.
- 3.18. The Bank states that the head of department lacking the legal status of a legal person is not vested with individual power of representation in matters considered necessary for the regular functioning of the department.

#### 4. Orders

- 4.1. The order shall clearly specify the exact name of the Client, the subject of the transaction and all data necessary for the transaction to be executed, prescribed by the Bank, the international rules applying to payment transactions (e.g. SEPA Rulebook), legislative provisions and International Customs. If the Client has provided incorrect or insufficient data for executing the order, or if the order is incorrect from the linguistic point of view, the Bank shall not be liable for any damage that arises as a result. On the other hand, in the case of incoming payment orders to perform against the Client's bank account, the Bank shall verify whether the name and number of the Payment account to be debited match those of the account owner's account according to the registry of the Bank.
- 4.2. The Bank shall not be liable for any damage arising from the fact that the various copies of the payment order have been filled out differently by the principal, or that the person submitting the order has misled the Bank or the Client. In terms of performance, the copy of the payment order that remains with the Bank shall be regarded as the authentic one.
- 4.3. The Bank shall, if requested, forward the documents related to the performance of orders concerning documentary and guarantee transactions (including bill of exchange, other securities, etc.) – pursuant to international rules by a method selected with due care as it may reasonably be expected of it – at the Client's risk and expense.
- 4.4. The Client is entitled to submit his/her orders to the Bank in writing (by post, or by submitting a form in the Bank's branches), or based on a separate agreement via the Bank's electronic banking or telephone banking services. For orders that are not submitted on the form applied by the Bank, the Bank shall be entitled to charge a separate fee as specified in the List of Conditions. The Bank shall be entitled to return any orders submitted with a signature error, illegible content or missing data without the order being executed. The Bank shall also consider time-stamped transfer orders placed in the collecting box designed for this purpose in the branch as orders submitted in the branch.
  - 4.4.1. Only transfer orders for domestic transfers denominated in HUF, requiring no VIBER transaction, and submitted on the Bank's form used for this purpose may be placed in the collecting box.
  - 4.4.2. Orders placed in the collecting box shall be time-stamped by the Client using the time stamper in the proximity of the collecting box prior to putting them into the collecting box. Order placed in the collecting box, which do not bear the date of receipt printed by the Bank's time stamping system shall not be considered complete nor be executed by the Bank.
  - 4.4.3. The Bank shall not be liable for any damages arising from the failed execution of transfer orders which have been placed in the collecting box by the Client disregarding the above requirements.
- 4.5. Electronic letters that have been sent via any computer network to the Bank's electronic mailing address shall not be considered as orders.
- 4.6. In the interest of the secure fulfilment of orders given over the telephone, the Bank may in certain cases request that the Client confirms the order, prior to fulfilment, by telephone or by fax. The Bank shall not be liable for any damages resulting from any mistake, misunderstanding or error that occurs due to any reasons emerging on behalf of the Client during the transfer of information using the telephone or by fax – including the eavesdropping of the phone calls by unauthorized persons.
- 4.7. The Bank is entitled to transform the type of the payment order into another, executable payment order

type. The transformation is solely allowed in order to facilitate the performance of the payment order or the optimization of the choice of the settlement systems available for the performance of the payment order. The content of the payment order shall not be altered and the Bank shall arrange the performance of the altered payment order within the same or shorter period of time than the time would be needed for the performance of the payment order defined by the Client.

The Bank shall not be liable for any damages arising from situations where the Client submits a given type of payment order to the Bank but the order – due to any legislative provision or rule applied by international payment systems – may only be executed through another type of payment order (this refers to the possibility of executing orders in general or by the time required), and while modifying the type of the payment order the content of the order is altered due to the features of the payment system to be applied. The Bank is entitled to modify such payment orders in a way to make it possible to execute them; modification shall only take place in the interest of the Client's payment order to be executed.

- 4.8. Orders shall be submitted by the Client to the Bank during such hours and on such dates that leaves the Bank sufficient time to execute them. Unless proven to the contrary, the receipt, and the time of receipt (year, month, day, hour, minute) of any order, notice or other document sent to the Bank shall be certified by the data printed on the document by the Bank's time stamping system. The placing of an order in the Bank's post-box does not mean that it has been received by the Bank. With respect to orders sent electronically, the time of receipt shall be the electronic time of receipt registered and recorded by the Bank's IT system.
- 4.9. If the Client requires the order to be executed at a particular future time or wishes it to be executed in a manner that differs from the usual practice, he must draw the attention of the Bank to this on the order. The Client shall be liable for any potential extra costs incurred due to this, as well as for any damages arising from any failure to indicate such requirements in advance.
- 4.10. The Bank shall consider any order to be fulfilled on a given date and received by the Bank before the due date (standing order, order with value date) as an order received earlier than the ones received and to be executed on the given due date.

4.11. In the prevailing List of Conditions, the Bank shall specify the cut-off time within the Bank Business Day – for each type of transaction – up to which the Bank shall perform its tasks relating to the fulfilment of received orders with no specification of a later value date on the given day. After this time, the Bank shall consider any orders with no specification of a later value date received on the given day as arrived on the Bank Business Day following the day in question, except the cases described section 3.8. Orders with the specification of a later value date shall be considered to be received on the value date and the Bank shall perform its tasks deriving from the order on the value date previously to the non-advantageously ranking orders received on the given date.

4.12. The Bank shall only start and perform the processing of the Client's orders by the deadline specified in its List of Conditions if all data necessary for such performance – including identification of the persons with rights of disposition – as well as the financial coverage necessary are available to the Bank. Deadlines specified in the List of Conditions shall only be adhered to by the Bank if payment orders are completed with correct and accurate data, and require no separate handling. The Bank reserves the right to make any corrections if according to its judgment it is possible to complete the missing data based on the ones provided on the order, but as a result, the parties may consider as if the payment order was received on the next Bank Business Day, or the Bank may refuse to execute the order without any consideration. The Bank shall inform the Client of such rejection. The Bank may perform partial execution if only a part of the necessary coverage is available, should a legislative provision so require. The Client understands that if there is a lack of funds, the Bank shall put the order(s) on hold and place it/them in a queue. If, on the first Bank Business Day following the submission and/or value date of the order(s) uncovered, the funds are made available, the Bank shall perform the transfer(s) that are on hold prior to executing the transfer orders that arrive on that day. If the required funds are still not available, the Bank shall – unless prohibited by a provision of the law – may delete the transfer orders on hold within 3 Bank Business Days calculated from the original receiving and/or value date. The Bank shall accept no liability for any damages arising from such procedure. If the fulfilment of the order is prevented by any other obstacle, the Bank shall inform the Client about this.

**Conversion**

4.13. If the processing of the order requires conversion between different currencies, and if, following launching of the conversion process, the order cannot be executed

due to a lack of data, the Bank shall be entitled to keep the funds originating from the conversion on a non-interest-bearing suspense account until it receives the missing information from the Client, or an order for the item to be cancelled. Any damage arising from late fulfilment due to the need to supplement the data, or from any exchange loss resulting from cancellation, shall be borne by the Client.

- 4.14. In case of orders requiring conversion, submitted in a currency different from the currency of the account, the Bank is blocking on the Payment account until the debiting of the account a maximally 4% extra coverage in excess of the counter-value of the amount of the order converted to the currency of the account to be debited, in order to cover eventual changes in exchange rates. The Bank calculates the coverage amount and on basis of that the blocking at the exchange rate applicable on the day previous to the processing day of the payment order set forth in the List of Conditions. The debiting of the transaction shall take place on the day according to the List of Conditions, at the exchange rate actually posted by the Bank, and at the same time the blocked amount will be released. If the appropriate financial coverage including the extra coverage necessary according to the present section, is not available on the account to be debited on basis of the payment order, the Bank is henceforth treating the order as an uncovered order according to section 4.12. of present General Terms and Conditions. The Client and the Bank agree that if it would be necessary due to exchange rate changes arising from actual financial processes, the Bank is entitled to request extra coverage in excess of the 4% measure. The Bank undertakes no liability for damages arising from the blocking of the extra coverage due to eventual changes in exchange rates respectively from the treatment of the order as uncovered order as specified in this point.

**Withdrawal and modification of orders**

- 4.15. The client may neither withdraw nor modify payment orders following their receipt by the Bank. Any request for withdrawal or modification sent by the Client shall be examined by the Bank making every effort to fulfil the Client's request for withdrawal or modification. If the Client also determined a debit date, he/she shall be entitled to withdraw the payment order by the Bank Business Day immediately preceding the debit date, by the cut-off date of the Bank Business Day as specified in the List of Conditions for the given order type. In the case of payment orders initiated by or through the beneficiary, the withdrawal of the payment order requires the consent of the beneficiary.

- 4.16. The Client shall provide the Bank with instructions relating to the withdrawal or modification of submitted orders in writing or through the telephone or electronic bank service. Instructions submitted for the withdrawal or modification of orders shall be clearly indicated as such. In the event of withdrawal or modification of an order, the Bank shall be entitled to charge a separate fee, as specified in the List of Conditions.

- 4.17. In the case of withdrawal or modification instructions received according to section 4.14, the Bank shall perform the reverse booking of the executed order, and regard the reversal as having been carried out, only as soon as it receives approval and confirmation from the third party concerned (i.e. the beneficiary and/or the recipient bank) and after the counter-value of the cancelled order was transferred back to the Bank. All costs associated with the withdrawal or modification of the order shall be borne by the Client. In the case of withdrawal or modification of a foreign currency transfer order given by the Client to the Bank, the Client shall bear the related exchange risk. The Bank shall accept no liability for any damage arising in relation to the withdrawal or modification. In the event of withdrawal or modification of an order, the Bank shall be entitled to charge a separate fee, as specified in the List of Conditions.

**Exchange rates**

- 4.18. Unless otherwise agreed, orders received to be processed and executed on the same day and requiring conversion shall be executed by the Bank using the foreign exchange buying/selling rate posted by the Bank at latest by 3.00 pm, listed on the basis of market processes of the given day. The Bank shall perform conversion through HUF, that is, when performing conversion between two different currencies, it applies the buying rate for the currency of the order and the selling rate for the currency of execution. Daily exchange rates applied according to this section shall be published by the Bank every day in a so-called table of exchange rates on the website [www.unicreditbank.hu](http://www.unicreditbank.hu) and in its branches. If the Client agreed upon a special exchange rate with the Bank for a given payment transaction requiring conversion, in relation to which the Client submits a special order for FX transfer between accounts, the Client shall refer to the transaction with special exchange rate in the respective field of the order, in the manner required by the Bank. Any extra costs incurred or damage arising from any omission to do so, or due to any wrong reference made on the order to any transaction with special exchange rate without being entitled to such rates, shall be borne by the Client. The Bank reserves

the right to apply the rate effective by the time of processing of the order or – subject to the value of the order exceeds the value specified in the List of Conditions – a single rate derived from the market rates subject to the following conditions: there is a significant difference between the Bank's quotation and the market rate due to the actual market rate changes and the order is submitted during the period set out in the List of Conditions.

#### Rejection of orders by the Bank

- 4.19. The Bank shall refuse to execute any order that conflicts with any provision of the law.
- 4.20. The Bank shall compensate the Client for any damage arising from the late or erroneous execution of payment orders or from the erroneous debiting of the Payment account if the damage occurred for reasons imputable to the Bank. The Bank is entitled to correct any credit or debit entry made by it in error without any instruction of the Client to this effect. For wrong entries made through the Bank's fault, no commission shall be charged.
- 4.21. The data or instructions indicated in the "Notes" ("Közlemény") section of the order slips are only intended for the beneficiary of the payment; they do not affect the Bank's rights or obligations, and the Bank does not check their accuracy. The Bank shall solely check the fields on the payment order those are compulsory to be checked by the virtue of law.
- 4.22. The Bank accepts from its Client keeping a Payment account with the Bank and also from Clients keeping no Payment account with the Bank cash payments for paying customs duties (customs and non Community tax) and for fulfilling customs duty deposit according to the Bank's rules related to payments at the cash desk. The payment of customs duty in cash shall be considered fulfilled on the day when the amount paid is credited to the public account of the all-time Hungarian tax authority. In order to certify the payment of customs duty, the Bank forwards the customs authorities the data of the cash payment order as well as of any other payment order submitted by clients for the purpose of paying customs duty against payment of a special fee defined in the prevailing List of Conditions; regarding the forwarding of data to customs authorities, the Client giving such orders releases the Bank from the obligation to keep bank secret.

## 5. Date and place of performance

- 5.1. The place of performance of payment obligations arising in the course of relations between the Bank and the Client shall be the organizational unit of the Bank which the Client concluded an agreement with or which is providing the given financial/supplementary financial service, or the account management institution where the Bank maintains its own account.
- 5.2. The time of performance of any payment made in the Bank's favour – if the Client's Payment Account is maintained by the Bank – is the day when the Bank debits the Client's Payment Account, otherwise the day when the amount is credited to the Bank's account or to another Payment Account designated by the Bank; in case of cash payments, the day when the cash amount is deposited at the cash desk of the Bank, and in the case of amounts paid at a post office, the day when the amount is credited to the Bank's account.
- 5.3. The time of performance of the Bank's payment obligations towards the Client is the day when the Bank's account is debited or, if the Client keeps its bank Payment Account with the Bank, the day when the amount is credited to the Client's Payment Account.
- 5.4. The Bank shall fulfil the tasks deriving from the execution of payment orders by the time (Value Date) defined in the effective provisions of law on cash transactions, and in the provisions of the Bank's Order of Performance.
- 5.5. The Client understands that, in the course of performing foreign exchange transactions, the Bank takes into account the bank holidays of the various countries involved. If the expiration date of a loan or deposit as defined in the agreement, or the due date of any costs or fees falls on a Bank Holiday, then – unless the agreement between the Parties provides otherwise – the Bank shall regard the first Bank Business Day following the Bank Holiday as the due date, unless the Bank Holiday falls on the last day of the month, since in the latter case – in the absence of a provision to the contrary in the agreement – the last Bank Business Day preceding the Bank Holiday shall be the due date.

## 6. Bank secret, management of personal data, data supply to third parties

- 6.1. Bank secret shall mean any fact, information, solution or data that relate to the identity, data, financial position, business activity, management, ownership



structure and business relations of the Client, as well as to the balance and activity of his/her Payment account managed by the Bank or to his/her agreements concluded with the Bank. Regarding the provisions on bank secrets persons should be deemed as Clients who wish to use any financial services, additional financial services, investment services provided by the Bank and contact the bank for this purpose, but does not use these services.

- 6.2. Bank secrets may only be disclosed to a third person in the cases and under the conditions specified in the prevailing provisions of Hpt.
- 6.3. 5.3 Pursuant to the provisions of CCIS Act, credit institutions (as reference data providers) are obliged to join the Central Credit Information System and supply data as stipulated in the CCIS Act. Furthermore, the Bank as Reference Data Provider shall supply the Reference Data handled by it immediately to the financial enterprise managing the CCIS, and shall do so with respect to any modification of Reference Data already supplied.
- 6.4. The Bank has an obligation to supply information:
  - 6.4.1. For **natural persons** in the following cases:
    - 6.4.1.1. subsequently to signing the Agreement subject to data supply, and the modification of the registered reference data (standard obligation for data supply),
    - 6.4.1.2. with regard to data concerning the amount and currency of the capital debt of the Client, by the fifth banking day of the month following month under review to the financial enterprise handling CCIS, and if the Client
    - 6.4.1.3. provides false information or uses counterfeit or forged documents when entering into a loan/ credit agreement, or initiating the conclusion of an agreement for financial leasing, the provision of payment services, the issuance of electronic money or non-cash payment instruments and the provisions of related services, undertaking of guarantees or bank guarantees or any other banker's obligations, or the provision of investment loan or securities lending, and this may be proved by documents,
    - 6.4.1.4. or the use of this serves as basis for the Court's final decision to establish a criminal offense as defined in Art. 274-277 of Act IV of 1978 on the Penal Code, or in Art. 342., 343., 345. or 346 of Act C of 2012 on the Penal Code.
    - 6.4.1.5. fails to meet his/her payment obligations provided for under the Agreement subject to data supply, and the amount being unpaid and overdue exceeds the monthly minimum wage applicable at the time of such payment becoming overdue, and such default exceeding the amount of minimum wage lasts more than ninety days in a row. For the same natural person, the breach of agreement has to be considered separately for each legal relationship if several legal relationships exist at the same time,
    - 6.4.1.6. if the court, as a result of the Client using a non-cash payment instrument, establishes by a final judgment that the Client has committed a crime as defined under Article 313/C of the Act IV of 1978 on the Penal Code or in Art. 374. Section 5 and Art. 393. of Act C of 2012 on the Penal Code.
    - 6.4.1.7. The Bank is obliged to supply the data within five days in the cases listed in section 6.4.1.1. and 6.4.1.3 – 6.4.1.6, and the start date of deadline calculation shall be:
      - 6.4.1.7.1. the date of signing of the Agreement subject to data supply in the case referred to in section 6.4.1.1.
      - 6.4.1.7.2. the expiration of the time set forth in section 6.4.1.5.
      - 6.4.1.7.3. the availability of the document proof in the case listed in section 6.4.1.3.
      - 6.4.1.7.4. the time of acquiring knowledge of the final court decision in the cases referred to in sections 6.4.1.4. and 6.3.1.6.
  - 6.4.2. For **enterprises** in the following cases:
    - 6.4.2.1. subsequently to signing the Agreement subject to data supply, and the modification of the registered reference data (standard obligation for data supply),
    - 6.4.2.2. with regard to data concerning the amount and currency of the capital debt of the Client, by the fifth banking day of the month following month under review to the financial enterprise handling CCIS, and fails to fulfil the payment obligations undertaken in the Agreement subject to data supply when the overdue, not yet paid debt remains outstanding for more than 30 days. if the Client
    - 6.4.2.3. fails to perform its payment obligation according to an Agreement subject to the data supply and

the unpaid and overdue debt exists for a period exceeding thirty days.

- 6.4.2.4. is in breach because a claim in the amount of more than one million Hungarian forints is registered against the Client's payment account due to the lack of funds for a period exceeding thirty days.
- 6.4.2.5. is in breach of any obligation undertaken in an agreement concerning the acceptance of non-cash payment instruments, and if due to this reason such agreement was suspended or terminated., and
- 6.4.2.6. The Bank is obliged to supply the data within five days in the cases listed in section 6.4.2.1. and 6.4.2.3 – 6.4.2.5, and the start date of deadline calculation shall be:
  - 6.4.2.6.1. the date of signing of the Agreement subject to data supply in the case referred to in section 6.4.2.1.
  - 6.4.2.6.2. the expiration of the time set forth in section 6.4.2.3., 6.4.2.4.
  - 6.4.2.6.3. the availability of the document proof in the case listed in section 6.4.2.5.

6.5. The Bank's obligation to provide notifications:

- 6.5.1. In the cases outlined in sections 6.4.1.1., 6.4.1.3.–6.4.1.6 and 6.4.2.1., and 6.4.2.3.–6.4.2.5. the Bank informs the Client of the handover taking place within a maximum of five banking days of the handover to the financial enterprise handling CCIS.

The Bank shall obtain the written consent of the natural person Client regarding his/her details being taken over from the CCIS by a different reference data supplier prior to handing over the reference data to the CCIS. This consent may be provided by the natural person Client at any time during the period when the data is registered in the CCIS. The Client's consent is not necessary for taking over data handed over and managed on the basis of sections 6.4.1.3-6.4.1.6. If the Client will not consent to his/her data being taken over from the CCIS, the CCIS will only contain the following data:

- 6.5.1.1. date and place of the statement
- 6.5.1.2. identification details of the reference data supplier
- 6.5.1.3. identification details of the Client
- 6.5.1.4. a comment containing the refusal of consent.

The natural person Client's written statement giving or refusing consent is applicable to the Client's every Agreement subject to data supply. If the Client changes the contents of the written consent, or withdraws or grants his/her consent

regarding the Agreements subject to data supply at a later date, in all cases the natural person's latest written statement shall prevail in all his/her Agreements subject to data supply.

During the preparation of the Agreement subject to data supply, prior to signing the agreement, the Bank informs the natural person handling the matter in writing about the prevailing rules regarding CCIS, about the aim of the register, the rights of the person whose data is registered, the fact that data handled by CCIS may only be used for purposes defined by law, about the fact that his/her details will be handed over in circumstances defined in Agreement 6.4.1.1. and 6.4.2.1., as well as that they may be handed over in circumstances defined in sections 6.4.1.3 – 6.4.1.6.

30 days before the scheduled data handover according to section 6.4.1.5, the Bank informs the natural person about the fact that his/her reference details as defined in Agreement 6.5.2.1.1.-6.5.2.22 will be entered into the CCIS unless he/she fulfils her obligations laid down in the agreement. At the time of the signing of the agreement, the natural person certifies by his/her signature that he/she understands the information he/she received regarding this matter.

Prior to signing the agreement, the Bank is duty bound to inform enterprises in writing that in circumstances defined in Sections 6.4.2.2.-6.4.2.4., the reference data might be entered into the CCIS. This information must indicate the purpose of handing over the data, the type of data being handed over, and it must state the fact that after the data is entered into the CCIS, the financial enterprise handling the reference data may pass the reference data to other reference data suppliers for purposes defined in the CCIS Act.

- 6.5.2. Information that must be supplied to and registered by the Central Credit Information System after January 1, 2006 or April 1, 2006:

- 6.5.2.1. regarding natural persons:
  - 6.5.2.1.1. Name
  - 6.5.2.1.2. Name at birth
  - 6.5.2.1.3. Date and place of birth
  - 6.5.2.1.4. 6.5.2.1.4. Mother's maiden name
  - 6.5.2.1.5. ID or passport number or the number of any identification document suitable for certifying personal identity (according to Act LXVI of 1992 on the registration of personal data and addresses of citizens),
  - 6.5.2.1.6. Address
  - 6.5.2.1.7. Mailing address
  - 6.5.2.1.8. electronic mailing address



**Data of the Agreement subject to data supply:**

- 6.5.2.1.9. the type and identification number of the agreement,
- 6.5.2.1.10. the date of the signing, expiration and termination of the agreement,
- 6.5.2.1.11. the type of client (debtor, co-debtor),
- 6.5.2.1.12. the agreement amount
- 6.5.2.1.13. the amount and the currency of the instalment of the contractual amount,
- 6.5.2.1.14. the method and frequency of the payment of instalments,
- 6.5.2.1.15. the date on which the conditions described in Section 6.4.1.4. subsist,
- 6.5.2.1.16. the amounts overdue and not yet paid when the conditions described in Section 6.4.1.4. subsisted,
- 6.5.2.1.17. the method and termination date of the overdue and not yet paid debt,
- 6.5.2.1.18. notes regarding transfer of the claims to another reference data supplier, notes referring to any litigation,
- 6.5.2.1.19. prepayment,
- 6.5.2.1.20. date of prepayment,
- 6.5.2.1.21. the prepaid amount and the amount and currency of the outstanding capital debt,
- 6.5.2.1.22. the amount and currency of the outstanding capital debt,
- 6.5.2.1.23. 6.5.2.1.23. the date and grounds for the rejection of the application,
- 6.5.2.1.24. documents used for evidence,
- 6.5.2.1.25. the number of the final court ruling,
- 6.5.2.1.26. the name of the court acting in the case,
- 6.5.2.1.27. the contents of the operative part of the ruling,

**Data regarding the use of no cash payment instruments:**

- 6.5.2.1.28. the type and number of the no cash payment instrument,
- 6.5.2.1.29. the time of cancellation,
- 6.5.2.1.30. the time, number and amount of the transaction carried out with the cancelled no cash payment instrument,
- 6.5.2.1.31. the number of unauthorized uses,
- 6.5.2.1.32. the amount of damages,
- 6.5.2.1.33. the time of the finalisation of the court ruling,
- 6.5.2.1.34. notes referring to any litigation.

**6.5.2.2. Information that can be registered regarding enterprises:**

Identification data:

- 6.5.2.2.1. company name, name
- 6.5.2.2.2. registered seat
- 6.5.2.2.3. tax number
- 6.5.2.2.4. registration number, number of the private entrepreneur's entrepreneur ID

**The details of the agreement subject to data supply:**

- 6.5.2.2.5. the type and identification number of the agreement,
- 6.5.2.2.6. the date of the signing, expiration and termination of the agreement,
- 6.5.2.2.7. the method of the termination of the agreement,
- 6.5.2.2.8. the contractual amount and currency,
- 6.5.2.2.9. the amount and the currency of the instalment of the contractual amount,
- 6.5.2.2.10. the method and frequency of the payment of instalments,
- 6.5.2.2.11. the date on which the conditions described in Section 6.4.2.3. subsist,
- 6.5.2.2.12. the amounts overdue and unpaid when the conditions described in Section 6.4.2.4. subsisted,
- 6.5.2.2.13. the due date and amount of the overdue and unpaid debt,
- 6.5.2.2.14. the method and termination date of the overdue and unpaid debt,
- 6.5.2.2.15. notes regarding transfer of receivables to another reference data supplier, notes referring to any litigation,
- 6.5.2.2.16. fact of prepayment,
- 6.5.2.2.17. date of prepayment,
- 6.5.2.2.18. the prepaid amount and the amount and currency of the outstanding capital debt,
- 6.5.2.2.19. the amount and currency of the outstanding capital debt,

**Data regarding accounts where spooled claims are registered:**

- 6.5.2.2.20. the number of the agreement regarding the opening of the account,
- 6.5.2.2.21. the amount and currency of the spooled claims,
- 6.5.2.2.22. the start and end date of the spooling of the claims,
- 6.5.2.2.23. notes on any litigation.

**Data regarding agreements on the acceptance of no cash payment instruments:**

- 6.5.2.2.24. the date of the signing, expiration and termination of the agreement,
- 6.5.2.2.25. notes on any litigation.
- 6.6. Request for information by the Client concerning data entered in the Central Credit Information System

6.6.1. Anyone is entitled to request information of any reference data provider on their data registered in the CCIS and on the reference data provider having supplied those data.

6.6.2. Those registered in the CCIS are entitled to unlimited access to their own data and information regarding who accessed the data, when, and on what grounds; therefore, no costs or other fees may be charged.

- 6.6.3. The reference data provider shall forward the request of the client referred to in section 6.6.2. immediately, but latest within two banking days to the financial enterprise handling CCIS, which shall send the requested data:
- a) enclosed to the reference data provider within three days, or
  - b) upon request of the client via electronic data communication to the electronic mail address specified by the client in its request. In case of sub section a) the reference data provider shall send the data immediately, but latest within two banking days as of receipt to the Client enclosed, posted with delivery note.
- 6.7. Management and deletion of reference data by the CCIS
- 6.7.1. The financial enterprise managing the CCIS shall handle the reference data subject to data handover as described in Sections 6.4.1.1. deletes the data permanently, in an irretrievable manner within one working day of the termination of the agreement. The financial enterprise managing the CCIS shall handle the data listed in Section 6.4.2.1. and permanently delete it after 5 years from the date described in Section 6.7.5.
- 6.7.2. At the time signing the Agreements subject to data supply, the Bank informs in writing the natural person signing the agreement about the possibility that the financial enterprise managing the CCIS may handle the data following the termination of the agreement, at the request of the natural person. At the time of signing the agreement or during the agreement's validity, the registered natural person may request in writing the financial enterprise managing the CCIS, through the reference data supplier, to handle his/her data for up to five years following the termination of the agreement. The consent to data handling after the termination of the agreement may be withdrawn in writing at any time. This is done through the reference data supplier while the agreement is valid and directly through the financial enterprise managing the CCIS after the termination of the agreement.
- 6.7.3. Prior to signing the agreement subject to data supply, in order to foster informed decision-making, the Bank informs the natural person of the data taken over from the CCIS, and the Bank's conclusions based on the data regarding the natural person's creditworthiness, and if necessary, informs the natural person about the risks of taking out loans.
- 6.7.4. The financial enterprise managing the CCIS handles the reference data for five years from the date determined in section 6.7.5. Following the expiration of five years, or if the natural person withdraws his/her consent for the further handling of the data in accordance with Section 6.7.2., the financial enterprise managing the CCIS deletes the data permanently, in an irretrievable manner.
- 6.7.5. The start date of calculation of the period defined in section 6.7.4.:
- a) in cases described in Sections 6.4.1.5. and 6.4.2.3., if the debt is still outstanding, the end of the fifth year from the date of the data supply ,
  - b) the date of supplying data in the cases described in sections 6.4.1.3., 6.4.1.4. 6.4.1.6. and 6.4.2.5
  - c) the last day of the spooling of claims in case of 6.4.2.4.,
  - d) for enterprises, the date of termination of the contract.
- 6.7.6. The financial enterprise managing the CCIS shall immediately and definitively delete the reference data if the reference data supplier cannot be determined, or if he/she learns that the reference data were entered to the CCIS unlawfully.
- 6.7.7. The financial enterprise managing the CCIS deletes the reference data supplied in accordance with Section 6.4.1.5. permanently, in an irretrievable manner without delay, one year after the payment of the overdue outstanding debt in the case of the payment of outstanding debts that arose from agreements subject to data supply.
- 6.8. Legal remedies, objections and recourse to legal action by the Client
- 6.8.1. The Client may object to the supply of its reference data to the financial enterprise managing the CCIS, or to the manner of handling of such data by the financial enterprise managing the CCIS, and may request the correction or deletion of the reference data, by submitting such written request to the reference data provider supplying the reference data to the financial enterprise managing the CCIS, or to the financial enterprise managing the CCIS.
- 6.8.2. The financial enterprise managing the CCIS is duty bound to send the Complaint within two working days of its receipt – while also informing the

registered person – to the reference data supplier who supplied the reference data subject to the Complaint to the financial enterprise managing the CCIS, except if the reference data supplier was terminated without a legal successor, and the claim resulting from the Agreement subject to data supply has not been transferred to another reference data supplier, or the person of the reference data supplier is cannot be determined.

- 6.8.3. If the reference data provider accepts the objection, it shall supply the reference data to be corrected or deleted immediately but within five working days at the latest – by notifying the Client of this fact at the same time – to the financial enterprise managing the CCIS, which shall register such changes immediately, but within two working days as of the closing of the enquiry at the latest.
- 6.8.4. The financial enterprise managing the CCIS register the changes immediately, but within five working days at the latest even if the reference data provider has ceased to exist without succession and the claim arising from the Agreement subject to data supply has not been transferred to any other reference data provider, or if the identity of the reference data provider cannot be established and so the objection submitted was examined.
- 6.8.5. The financial enterprise managing the CCIS shall provide notification on such correction or deletion immediately, but within two working days at the latest to all reference data providers which have requested reference data during the year preceding the correction or deletion on the registered entity.
- 6.8.6. The Client may bring an action against the reference data provider or the financial enterprise managing the CCIS due to the unlawful supply or management of his/her recorded reference data, or the correction or deletion thereof.
- 6.8.7. The statement of claim shall be submitted to or sent by registered post to the competent district court having jurisdiction where the Client is domiciled within thirty days upon receipt of the information on the examination of the objection. If such deadline is missed, the Client's justification for the delay may be accepted.
- 6.8.8. The Client may also bring an action if the reference data provider or the financial enterprise managing

the CCIS fail to meet their notification obligations defined in CCIS Act. In such cases, the timeframe available for submission of the statement of claim shall be calculated from the date of expiration of the deadline set for the notification to be given.

- 6.9. Pursuant to the Hpt., the transfer of data by the Bank to a foreign financial institution shall not constitute a breach of bank secrets if the Client (the data subject) has given his/her written consent to this and if, at the foreign financial institution (data manager), the conditions for data handling satisfying the requirements set by Hungarian law are met with respect to each item of data, and if the state in which the foreign financial institution is seated has statutory regulations on privacy that satisfy the requirements set by Hungarian law.
- 6.10. According to Hpt. the disclosure by the financial institution to an intermediary being in contractual relationship with the financial institution of data pertaining to the fulfilment of the contract relating to financial services intermediated by the intermediary shall not constitute a breach of bank secrecy. On the basis of that, if the contract entered into between the Client and the Bank on financial services or activities auxiliary to financial services has been established by involvement of an intermediary and the Client has breached the contract – especially if the Client has not duly performed its payment obligations to the Bank – the Bank is entitled to inform the intermediary on basis of Section 164 Subsection q) of Hpt by providing data pertaining to the performance of the contract on financial services intermediated by the intermediary in order to enable the Client to contact the Bank either in writing, by telephone or personally, to re-establish the due fulfilment of the contract.
- 6.11. The Bank is entitled to record images, using video and photographic equipment, of the individuals and Clients entering its premises, and to store and use such images exclusively for security purposes. Without the client's consent, the Bank shall not make the pictures or voice recordings public, except in cases specified by law.
- 6.12. In compliance with its obligations under the Data Protection Act., the Bank shall inform the Client of the fact that the disclosure of data by the Client is voluntary, except the cases defined in this section. Mandatory data disclosure is required from the Client – among others – by the Hpt.; by the Pmt.; by the Act CXX of 2001 on the capital market (Tpt.); by the Bszt., and the governmental and ministerial decrees issued based on any authority derived from these provisions of law. The purpose of such

data disclosure is to allow the Bank to fulfil its obligations as defined by the laws relevant to the Bank as well as its obligations undertaken in the agreement concluded between the Client and the Bank. The legal basis for data management is made up by the laws listed above as well as the consent of the Client. The Bank's registration number for data management: 03064.

Handling and processing the personal data of the Client shall only be permitted for the Bank and to those persons to whom the Bank forwards data based on relevant legislation or on the Client's approval especially for the purpose of risk analysis, consolidation, marketing, market research or client satisfaction survey, as well as within the framework of credit procedures, in particular credit assessment in order to prepare and make lending decisions. The Bank shall manage the personal data of the Client disclosed to it only as long as such management is required to comply with its obligations and to exercise its rights under the law. Except for the employees of the Bank, personal data of the Client may only become known to persons who are authorized to that by way of law or with the consent of the Client. The Client may, within the limits defined by the Data Protection Act, request information from the Bank concerning the management of his/her personal data, and may request the correction or – with the exception of data management required by law – the deletion or blocking of his/her personal data. The Bank shall respond to the request of the Client in writing within 30 days. The Client may object to the management of his/her data in the cases defined in the Data Protection Act. The Bank shall review such objections within 15 days, and shall inform the Client of the findings of the review in writing. If the Client disagrees with the decision of the Bank, he/she shall be entitled to turn to the court within 30 days from the communication of such decision. The Client may apply to the National Data Protection and Freedom of Information Authority or to the court in the case of violation of his/her rights attached to the management of his/her personal data.

6.13. The Bank shall ensure that the entities to which it supplies data handle such data in compliance with legislative provisions concerning bank and securities secret as well as the prevailing legislation on privacy.

6.14. The Client is entitled to give instructions at any time in order not to be directly contacted by the Bank for direct marketing purposes. Such instructions may be given in person at any branch, or – in a manner allowing for his/her personal identification – by a letter

sent to the Bank's registered seat, or by e-mail to leiratkozas@unicreditgroup.hu.

6.15. According to Section 276 (3) of Hpt. the Bank incorporates the rules for personal data controlling in management in these Terms and Conditions. The data controlling guidelines in connection with the agreements to be concluded with natural persons and the contractual relationships, which are to be given by the Bank under Section 20 of the Act CXII. of 2011 on information self-determination and freedom of information are contained in the inseparable annex of these Terms and Conditions.

## 7. The Bank's liability

7.1. If the Bank receives and forwards documents based on the order of the Client, it shall verify them only in terms of whether they are consistent with the order. The Bank shall not, however, be liable for the authenticity, validity and content of such documents.

7.2. The Bank shall effect payments and deliver documents to any person only if it deems, as per the inspection of documents and based on the order and/or legislative provisions, to be authorized to receive the payment or the documents.

7.3. The Bank shall check, with a level of care that may be expected of a financial institution, the documents presented for the purpose of proving a person's identity, right of representation or authorization. The Bank shall accept no liability for the authenticity of such documents, nor for their being forged or counterfeit if it cannot be ascertained by careful inspection.

7.4. If the Bank has serious doubts regarding the authenticity or validity of the order, it shall be entitled to refuse the order without any reason. The Bank shall accept no liability for any damages arising from the refusal of the order. The Bank shall not be liable for any damages arising from the fulfilment of any order whose false or forged nature could not be ascertained by the careful inspection that may be expected.

7.5. The Bank shall not be liable for any damages arising from force majeure, domestic or foreign legislation or measures taken by any domestic or foreign authority out of the Bank's sphere of interest.

7.5/A. The Client acknowledges that – upon restrictive provisions of law, international organizations or authorities or provisions followed or to be followed

by the Bank – Bank shall refuse to execute payment orders or require further information and documents for examining the possibilities of executing payment orders. The Bank shall not be liable in the event when a payment order cannot be executed by reasons beyond the control of the Bank (e.g. mandatory sanctions imposed on the Bank or other intermediary financial institutions). The Bank shall accept no liability for any damages arising from such refused or failed payment orders. The Bank shall inform the Client without delay about any payment order refused by the specified means of communication.

- 7.6. Should the Bank have to translate documents received or forwarded based on the Client's instructions, or have to interpret a document drawn up according to the laws of a foreign state, it shall not be held liable for any damages originating from this. The Client shall bear the costs of translation.

## 8. Use of agents

- 8.1. The Bank is entitled to avail of the services of a third party if necessary in order to perform an order received from the Client. The Bank shall not be responsible for the actions and omissions of the third party if such action or omission occurred as a result of unforeseen circumstances beyond the control of the third party. Unless otherwise agreed by the parties, costs charged to the Bank by such third persons shall be borne by the Client. Regarding the costs incurred in connection with engaging such third persons, the Bank may only provide information to the extent that it is in possession of such information. The Bank shall not be liable for the selection, involvement or omission of the third person if such person was assigned upon the Client's instructions or based on any legislative provision. In case of Clients which do not qualify a consumer, if the liability of the third party involved is limited by law or by the contract between the Bank and the third party, the Bank's liability shall be adjusted accordingly. If, during the performance of the contract, the Bank avails of the services of a foreign bank, financial institution or settlement agent (e.g. VISA International, correspondent bank, clearing house), the performance in conformity with contract shall be governed by international agreements and regulations (customs). The Bank reserves the right to unilaterally choose its correspondent bank.
- 8.2. The Bank is entitled to outsource any activities related to its business 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. The scope of activities outsourced by the Bank and the unit performing them are contained in the inseparable Annex 1 of these Terms and Conditions, which the Bank is entitled to unilaterally modify in the case of any change in the outsourced activities or in the units performing them.

## 9. Cooperation, information, notification

- 9.1. The Bank and the Client shall duly cooperate throughout their contract relationships, and in the course of this cooperation they shall inform each other without delay of any important facts relevant to the banking transaction as well as of any changes therein, in particular, of any changes in their names, addresses, telephone numbers, representatives, owners, financial position or business situation, as well as of all other changes concerning their identity and legal status. Any damage arising from failure to meet these obligations shall be borne by the defaulting party. The Bank reserves the right to send such information to the Client in a written form, by post.
- 9.2. Both the Bank and the Client shall make their notices to each other, their orders and their agreements in writing, or shall confirm them in writing. Electronic letters sent to an electronic mailing address shall not be considered a written form, or written confirmation/notification.
- 9.3. The Parties shall respond to any questions related to the transaction or addressed by one to the other within 15 days at the latest, and shall draw each other's attention to any errors or omissions.
- 9.4. The Bank shall send its notifications (Account Statements, Breakdowns of Costs) once they are printed, put in envelopes and posted by the Bank itself or by a third party engaged by the Bank to the postal address specified by the Client. The Bank is not obliged to send any documents and notices to the Client by registered post with or without return receipt requested. Failing proof to the contrary, sending shall be deemed to have been made if a copy of the original document (including a copy that can be printed out at any time from a computer) is in the Bank's possession, and if the signed delivery register, receipt or the Bank's records kept for this purpose proves it. Unless legislative provisions concerning postal delivery, the prevailing General Terms and Conditions for postal services of Magyar Posta



Zrt., or the agreement between the Parties provide otherwise, unless proven to the contrary the Bank shall be entitled to consider the written notice delivered to the Client inside Hungary after 5 working days, within the European Union after 9 working days, in Europe but outside the European Union after 10 working days from posting, or outside of Europe after 21 working days from posting. With regard to notices affecting a wide range of Clients, the existence of just one copy as per the above shall be sufficient for the purpose of proving that the circular has been sent. If the Bank serves data substituting account statement on electronic way by the virtue of electronic connection with the Client, the Parties consider the time of arrival of the data to the Client as it is registered by the informatics system of the Bank. The Bank shall not be held liable if, due to any incorrectness or change in the name or address provided by the Client, or for any other reason outside the Bank's control, the delivery is delayed or fails. If the Client is a client qualifying as consumer or micro-enterprise, the Bank shall send an Account Statement in a paper format once a month, and shall make available the Breakdown of Costs once a month to such a Client.

- 9.5. If an electronic connection exists between the Client and the Bank, data sent electronically shall substitute the Account Statement, but upon request of the Client the Bank shall provide the Client with a printed copy of the Account Statement, for which service the Bank shall be entitled to charge an additional fee. The Bank shall provide the Client with a printed copy of the Account Statement once in a year or at contract expiration without fee, cost or other payment obligation. If the Client qualifies as 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 month. If the Client does not qualify as 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.
- 9.6. Upon the Account Owner's request, as a separate service, the Bank shall send the Account Statement in several copies to the Account Owner against payment of an extra fee according to the prevailing List of Conditions. The Bank is entitled to post the Client's Account Statements to send to the same postal address in the same envelope.
- 9.7. In continuing contractual relationships – including especially but not exclusively bank account contracts, credit/loan agreements as well as contracts for deposits tied up on a recurrent basis – the Bank shall send the

Client a clear and comprehensive statement (extract) in a written form that is easy to understand at least once a year, and within thirty days after the time of termination of the contract. The Client may request – at his own expense – a statement on individual transactions carried out in the previous five years. The Bank is required to send such statements in writing to the Client at the latest within ninety days.

- 9.8. Upon the Client's written request and at the Client's risk, the Bank shall retain the correspondence and deliver mails at the Bank's premises. The legal consequences of the delivery shall become effective on the subsequent day after such retention (deposition), and the Bank is entitled to deem the notification as received by the Client.
- 9.9. If the Client chooses to use the Bank's post-box (c/o) service, the Bank shall place all notices in that box unless otherwise agreed. The Bank shall be entitled to regard the notice as having been received by the Client on the first Bank Business Day following placement of the notice in the Client's post-box.
- 9.10. The Client shall send his/her written notices to the Bank to the address where the Bank keeps the Client's account or, if the Bank does not keep any Payment account for the Client, to the address where the contract was concluded. Unless proven to the contrary, regarding the receipt of written notices sent by the Client, the Bank's records shall be used as evidence.
- 9.11. Bank information made available to the Client shall only serve the Client's purposes. The Bank does not allow copying of the information provided by it in any format, nor their forwarding without authorization.
- 9.12. The Parties agree that if the Client has specified a mobile phone number contact, the Bank may inform the Client about its next due claim or in case of non-performance about its overdue claims by sending an SMS to the given phone number. The Bank draws the Client's attention to and the Client takes notice of the risks inherent in SMS services, especially that the Bank shall not be liable if due to a reason outside the scope of interest of the Bank (among others failing to notify the Bank about the change of phone number provided to the Bank by the Client or by the Guarantor/Joint and several guarantor), any unauthorised third party becomes aware of any information being bank secret forwarded as SMS, and the payment obligations of the Client according to the contract establishing the payment obligation shall exist irrespective of an eventually erroneous SMS content or a non-delivery of an SMS.

9.13. If the natural person or legal entity or other entity taking joint and several guarantee/guarantee for the payment obligation has specified a mobile phone number contact the Bank may inform the Joint and Several Guarantor/Guarantor about the non-performance of the Client and the amount of the insured claim at the time of the notification by sending an SMS to the provided phone number. The Parties Agree that if the SMS was sent certifiably to the mobile phone number provided by the Joint and Several Guarantor/Guarantor to the Bank, the Bank will assume that the Joint and Several Guarantor/Guarantor had received the information contained in the SMS. The Bank draws the attention of the Joint and Several Guarantor/Guarantor and the Client to the fact and the Joint and Several Guarantor/Guarantor and the Client takes notice of the fact that the Joint and Several Guarantor/Guarantor is obliged to notify the Bank immediately of the change of his/her mobile phone number according to point I.9.1. of the General Terms and Conditions. The Bank draws the attention of the Joint and Several Guarantor/Guarantor to the fact that the Joint and Several Guarantor/Guarantor is obliged to notify the Bank immediately of the change of his/her mobile phone number according to point I.9.1. of the General Terms and Conditions. The Bank furthermore draws the Joint and Several Guarantor's/Guarantor's/Client's attention to the fact and the Joint and Several Guarantor/Guarantor/Client takes notice of the risks inherent in SMS services, especially that the Bank shall not be liable if due to a reason(s) outside the scope of interest of the Bank (among others failing to notify the Bank of the change of phone number provided to the Bank by the Joint and several guarantor/Guarantor), any unauthorised third party becomes aware of any information being bank secret forwarded as SMS, and the payment obligations of the Joint and Several Guarantor/Guarantor according to the joint and several guarantee contract /guarantee agreement/ statement of guarantee establishing the aforementioned payment obligation shall exist irrespective of an eventually erroneous SMS content or a non-delivery of an SMS.

## 10. Verification of and objections to the Bank's notifications

10.1. The Client shall review the correctness and completeness of the Payment account statements, settlements of securities, deposit and yield reports, other settlements, notifications regarding the fulfilment of orders and information related to expected payments and remittances (hereinafter: Notifications) without delay, to check them continuously and to

raise potential objections regarding these and the Bank's other notifications – including any unauthorized transaction observed – in writing or over the phone (+36 1 325 3200 or +36 20/30/70 325 3200) to the Bank within 8 days from receipt. If no such objection is raised within this time, the Client shall be deemed to have accepted the Notification as accurate.

10.2. Any damage caused by any failure, whether due to wilful misconduct or negligence, to perform the obligations mentioned in section I.10.1 shall be borne by the Client.

## 11. Complaint management

11.1. Rules of Complaints handling for natural persons

11.1.1. Within the meaning of this section I.11.1., Client shall mean any natural person (as well as his/her proxy holder) who gets in business contact with the Bank without concluding any contract with the Bank for financial services, supplementary financial services, investment services or supplementary investment services.

11.1.2. The Client may lodge a Complaint in person or in writing, in any branch office of the Bank, by mail addressed to the central address of the Bank (1054 Budapest, Szabadság tér 5-6.) or by e-mail to [panasz@unicreditgroup.hu](mailto:panasz@unicreditgroup.hu), or over the phone at the Telefonbank's phone numbers +36 1 325 3200 or +36 20/30/70 325 3200 or by fax to the +36 1 374 7838 fax number.

11.1.3. The legal representative acting on behalf of the Client shall attach its proxy given by the Client.

11.1.4. Complaints made in person shall be investigated by the Bank without delay, and remedied to the extent possible by an immediate action. If the Client does not agree with the immediate action or such action is not possible, the Bank shall inform the Client about the data identifying the Complaint and draw up a record of the Complaint. The Client shall inform the Client about the data identifying the Complaint and receive a copy of the record drawn up of the Complaint from the Bank. Based on the record, the Bank shall further proceed in accordance with the rules set out in these Terms and Conditions concerning written Complaints.

11.1.5. Complaints lodged using the phone number provided for Complaint management, as well as



any relating communication between the Client and the Bank shall be voice recorded. Voice recordings shall be kept by the Bank for five years following recording, and within this timeframe the Bank shall make it available upon the Client's request in the form of an audio recording, furthermore – depending on the Client's request - provides free of charge the authenticated transcript of the audio recording or the copy of the recording within 25 days. In case of a Complaint through phone – if its immediate investigation should not be possible or the Client should not agree with the arrangement – the Bank shall inform the Client about the data identifying the Complaint and prepare a minutes of the Complaint and send its copy with the Bank's answer as set out in clause 11.1.6. accordingly to the Client.

11.1.6. The Bank shall investigate the Client's written Complaint immediately, and inform the Client of the results of the all-inclusive investigation of the Complaint its standpoint and actions regarding the Complaint together with a short explanation in writing, by sending such response within 30 days from receipt of the written Complaint to the address specified by the Client or if explicitly requested by the Client, through its Internet Banking service. While handling complaints the Bank shall make reasonable efforts under the circumstances to avoid a consumer dispute of financial nature.

11.1.7. Should the Client not agree with the result of investigation of his/her Complaint lodged, he/she shall be entitled to seek legal remedy through other forums. The Client may submit his/her Complaint or application for legal remedy to the following organizations, having in mind the subject matter and the competencies of the organizations listed below:

- Magyar Nemzeti Bank (National Bank of Hungary) (1013 Budapest, Krisztina krt. 39., central mailing address: 1534 Budapest BKKP Pf.: 777, phone: +36 1 489 9100, from 1 December, 2016 +36 80 203 776, e-mail: [ugyfelszolgalat@mnbb.hu](mailto:ugyfelszolgalat@mnbb.hu))
- Gazdasági Versenyhivatal (Hungarian Competition Authority) (1054 Budapest, Alkotmány u. 5. mailing address: 1245 Budapest Pf.: 1036, phone: +36 1 472 8900)
- Pénzügyi Békéltető Testület (Financial Arbitration Board) (1013 Budapest, Krisztina krt. 39., mailing address: National Bank of Hungary 1525 Budapest BKKP Pf.: 172,

phone: + 36 1 489 9100, from 1 December, 2016 +36 80 203 776, e-mail: [pbt@mnbb.hu](mailto:pbt@mnbb.hu)).

- The Client may also assert his/her claim through civil law actions.

The Bank informs the Client that the Bank declares its submission to the arbitration procedure and – in the absence of negotiated settlement – accepts the decision of the Financial Arbitration Board as binding, if the value of the transaction being the basis of the subject of the legal dispute is maximally 3 million HUF and the amount claimed by the Client is maximally 1 million HUF.

If the Complaint is rejected by the Bank – depending on if according to the standpoint of the Bank the Complaint lodged was aimed to investigate the violation of the consumer protection provisions set out in Act CXXXIX of 2013 on the National Bank of Hungary, or settle legal disputes pertaining to contract conclusion, validity, legal impacts and termination, or to contract violation and the legal impacts thereof – the Bank shall inform the Client if he/she may seek legal remedy through the organisation listed in a), c), or d) above.

## 11.2. Rules of Complaint management for non-natural persons

11.2.1. Within the meaning of this section 11.2, Client shall mean any legal entity or unincorporated business organization, other organization or authority (as well as their proxy holder) which get in business contact with the Bank without concluding any contract with the Bank for financial services, supplementary financial services, investment services or supplementary investment services.

11.2.2. The Client may lodge a Complaint in person or in writing, in any branch office of the Bank, by mail addressed to the central address of the Bank (1054 Budapest, Szabadság tér 5-6.) or by e-mail to [panasz@unicreditgroup.hu](mailto:panasz@unicreditgroup.hu), or over the phone at the Telefonbank's phone number +36 1 325 3200 or +36 20/30/70 325 3200 or by fax to the +36 1 374 7838 fax number. Complaints made in person shall be investigated by the Bank without delay, and remedied to the extent possible by an immediate action. If the Client does not agree with the immediate action or the immediate action is not possible the Bank shall inform the Client about the data identifying the Complaint

and prepare a minutes of the Complaint. The Bank shall hand over the copy of the minutes of the Complaint to the Client. The Bank's procedure based on the minutes shall be the same as the procedure set out to the written Complaint in this General Terms and Conditions. If the Client does not agree with the immediate action or such action is not possible, the Client may also lodge its Complaint in writing.

- 11.2.3. The Complaint received on the phone number established for the dealing with Complaints and the verbal communication in connection with it shall be recorded. The Bank shall keep the record for five years from the recording, and within this timeframe the Bank shall make it available upon the Client's request in the form of an audio recording, furthermore depending on the Client's request provides free of charge the authenticated transcript of the audio recording or the copy of the recording within 25 days. In case of a Complaint through phone – if its immediate investigation should not be possible or the Client should not agree with the arrangement – the Bank shall inform the Client about the data identifying the Complaint and prepare a minutes of the Complaint and send its copy with the Bank's answer as set out in clause 11.2.5. accordingly to the Client.
- 11.2.4. The legal representative acting on behalf of the Client shall attach its proxy given by the Client.
- 11.2.5. The Bank – taking into account all relevant circumstances – shall investigate the Client's written Complaint immediately, and inform the Client of the results of the all-inclusive investigation of the Complaint, its standpoint and actions regarding the Complaint together with a short explanation in writing, by sending such response within 30 days from receipt of the written Complaint to the address specified by the Client or in case of small business clients if its explicitly requested by the Client through its Internet Banking service..
- 11.2.6. Should the Client not agree with the result of investigation of his/her Complaint lodged, the Client may also assert his/her claim through civil law actions.

## 12. Interests, fees, commissions, costs, and rights of the Bank and the Client to offsetting

### Interests, fees, commissions and costs

- 12.1. The types, prevailing rates, due dates and calculation methods for interests, commissions, fees and costs charged for the services provided by the Bank are determined in the contract concluded between the Client and the Bank, in the Business Regulations pertaining to the various transactions complementing the contract, in the Bank's applicable List of Conditions, or by the law.
- 12.2. The conditions of changing the interest rates, commissions, fees and other conditions determined in individual contracts may be included in the contract, in the business regulations pertaining to the various transactions complementing the contract, in the List of Conditions, or in any provision of law. In this case, at the time of changes in conditions, any amendment of the rates of interest, commissions, fees and costs in the contract shall be governed by the rules for unilateral amendment of contract set out in these Terms and Conditions and in Business Regulations.
- 12.3. The Bank shall debit the fees and costs charged by other – domestic or foreign – banks to the principal/beneficiary and reserves the right for additional debiting or collection of subsequent costs arising in the case of entries managed in the process of domestic or international payments. Foreign bank costs always come in addition to the fees specified in the List of Conditions.
- 12.4. Payment of interests is usually due in arrears, on the last day of the calendar quarter, calendar month, or on the date defined in the contract; due date may also be the expiration date, or the date of termination of the contract. The Business Regulations, the individual contracts or the List of Conditions may provide otherwise.
- 12.5. Payment of fees, commissions and costs is usually due in advance, on the day of concluding the contract, with respect to the entire duration, from the day of entry into force of the contract until the due date/expiration date. The Business Regulations, the individual contracts or the List of Conditions may provide otherwise.
- 12.6. The Bank shall charge the commissions and fees based on the currency of the order in the currency in which the account is kept. Conversion of the fees shall be based on buying/selling rates applicable to the transaction, listed by the Bank.

12.7. The Bank can not refund any commission or fee if the order, letter of credit and/or commitment is cancelled or expires in part or as a whole without being used.

12.8. On due date, the Client shall provide an amount covering the interests payable as well as any other money claim of the Bank in its bank account/client account (Payment account) maintained with the Bank without any separate notification of the Bank, and the Bank shall be entitled to debit the Client's bank account/client account (Payment account) with the counter-value during monthly closing or on the due date.

**Special default interest**

12.9. In the case of late payment of any cash debt existing on the basis of an agreement between the Bank and the Client – including the case where the balance of the Payment account does not cover the amount of interests, fees and costs debited to the account and payable to the Bank –, the Client shall, for the period extending from the day following the due date specified in the agreement up until the date of settlement, pay the Bank special default interest as defined in the relevant Business Regulations, the List of Conditions or in the individual agreements.

**The Client's right to offsetting and the Bank's statutory lien**

12.10. The Client not falling into the category of the consumer, shall only be entitled to offset its own claims against those of the Bank if the claims of the Client have been recognized by the Bank and/or have been established by a final judgment of the court.

12.11. Clients not having any account with the Bank shall pay charges according to the Bank's prevailing List of Conditions. The Bank shall account for charges against the Client's claims towards the Bank.

**The Bank's right to offsetting and the Bank's statutory lien**

12.12. The Bank shall be entitled to debit any of the Client's accounts maintained with the Bank (including any Payment account maintained in foreign currency, and any client account) with its receivables against the Client, arising within the scope of its financial or investment service providing activities.

12.13. By signing the Agreement or entering into any other business relationship with the Bank, the Client gives an irrevocable authorization to the Bank to offset any of its claims against the Client against any debts it has towards the Client, including any obligation to pay any amount in the bank account. Furthermore, the Bank shall be entitled to suspend any payment to

third parties upon the Client's instructions up to the amount of its own claims, to the extent permitted by law, even if its claims do not arise from the same legal relationship, or they are not yet due but their recovery is deemed uncertain by the Bank. In order to enforce its claims against the Client, the Bank shall be entitled to make any deposit expire and use it before expiration. The Bank shall not be liable for any damages or costs arising from the suspension of payments as per this section. If currencies of the given account and the debt are not the same, the Bank shall be entitled to use as much funds from the account as necessary to buy the amount required to settle the debt denominated in another currency.

12.14. The Bank shall also be entitled to exercise its right to offsetting referred to in section 12.16 in cases where the Bank effected a wrong entry in any of the Client's Payment accounts maintained with the Bank.

12.15. The Bank shall be entitled to statutory lien on the Client's payment account claim in security of its claims arising from account management services. Based on this statutory lien the Bank shall be entitled to deduct its claims arising from account management services from the balance available on the Payment account. The lien shall be considered established when the payment account contract is concluded, without the lien being registered in the collateral register.

**13. Jurisdiction and applicable law**

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

13.2. With respect to any dispute arising between a foreign private person or legal entity as Client and the Bank, the Permanent Arbitration Court for Money and Capital Markets shall have exclusive jurisdiction.

13.3. With respect to any legal relationship between the Client and the Bank, the laws of Hungary shall apply.

## II TELEPHONE AND ELECTRONIC BANKING SERVICES

### 1. Common provisions

#### 1.1. Definitions

**Within the meaning of this chapter, in addition to section I.2 (Definitions) of the Terms and Conditions:**

**Service:** Telephone (Telefonbank, SMS, Fax) and electronic (Internet Banking, Mobil Banking, Home Banking and UniCredit Mobile application) banking services as a whole or any of them.

**UniCredit Telefonbank** (hereinafter: **Telefonbank**):

The name of the Bank's services available over the phone by dialling +36 1 325 3200 or +36 20/30/70 325 3200 enabling clients to give instructions regarding the account, make inquiries about account balances and other information, as well as ask questions, and report technical problems and Complaints arising while using the Service.

**SMS Service:** The name of the Bank's service where the Bank, upon request of the Account Owner, sends information related to bank cards or bank accounts/credit card accounts via a mobile telecommunication tool as a text message (SMS).

**Internet Banking:** The name of the Bank's electronic banking system available through the website of the Bank ([www.unicreditbank.hu](http://www.unicreditbank.hu)), enabling clients to give instructions regarding the account, and to make inquiries about account balances and other information. The name 'Internet Banking' includes the services called UniCredit Internet Banking, UniCredit Internet Banking Plusz and UniCredit SpectraNet Internet Banking.

**Mobil Banking:** The name of the Bank's electronic banking system optimized on mobile phones, available via suitable mobile phone through the website of the Bank ([www.unicreditbank.hu](http://www.unicreditbank.hu)), enabling clients to give instructions regarding the account, and to make inquiries about account balances and other information. The 'Mobil Banking' service corresponds with the service called SpectraNet Mobil Banking.

**Home Banking (Spectra, Spectra Light and MultiCash):** the name of an electronic banking system available through a computer (PC), a telephone line and a modem or an internet connection, provided by the Bank based on a separate contract, with the aim of enabling clients to give instructions regarding their Payment accounts, as well as to make inquiries about Payments accounts and other information.

**UniCredit Mobile:** The name of the electronic banking service provided through mobile devices suitable for it that allows, after registration (activation), for the delivery of instructions regarding an account, as well as making inquiries about account balances and other information.

**Client Number:** an 8-digit code for identifying the Account Owner with the Bank.

**User:** a person authorized in the Service Agreement or designated on the Bank's appropriate form by the Account Owner to access the telephone or electronic banking system, make inquiries or give instructions regarding the Accounts of the Account Owner; with respect to the exercise of such rights, this term also refers to the Account Owner.

#### 1.2. Use of the Services

1.2.1. Except the services of Telefonbank and UniCredit Mobile available without identification, the Service may only be used if the Account Owner has concluded a Payment account agreement and/or credit card agreement, or – if the Service allows for the disposition over securities accounts – a consolidated securities account agreement with the Bank, as well as an agreement for the use of the given Service, and has submitted the completed application forms to the Bank as required by the latter. The UniCredit Mobile service can only be used if the Account Holder has concluded a payment account agreement and/or a credit card agreement, or – if the Service provides for the acceptance of instructions regarding a securities account – a consolidated securities account agreement with the Bank, as well as the activation of the service in accordance with the relevant rules.

1.2.2. The right to use the Service shall adjust to the conditions defined in the individual agreements and the conditions set upon the activation of the Service. Standard limits specified in each agreement may be modified following conclusion of the agreement on any bank business day in the Bank's branches in person, as well as through Telefonbank regarding Internet Banking, Mobil Banking or UniCredit Mobile Limits and Telefonbank Transaction Limit. The use of a given Service does not automatically entail the right to access the full range of the Bank's services

available, or the telephone and electronic banking services of the Bank to be offered in the future. The starting date of providing the Service shall be at latest the first Bank Business Day following signature of the Service Agreement, or the date fixed in the Service Agreement on the User data sheet, and for UniCredit Mobile, the day of activation.

- 1.2.3. Upon signing the Service Agreement (and for UniCredit Mobile upon the activation of the service) and thereafter the Account Owner shall continuously ensure, at its own expense, all the equipment and technical background, including hardware and software needed for using the Service, in an operable condition. The Account Owner acknowledges that the Bank shall only undertake to provide the Service if the Account Owner and the User observe the Bank's technical regulations including all amendments thereof, stipulated depending on the given Service and made available to the Account Owner. The Bank shall not be liable for any damages arising from any technical failure of the Account Owner's or User's equipment or from the fact that the User is not able to get into contact with the Bank for this reason.
  - 1.2.4. The Service is available on 365 days of the year, 24 hours a day. The Bank reserves the right to interrupt the availability of the Service from time to time for a short period, for example due to system maintenance. The Bank shall send information via the system about the date and time of the expected downtime of the Service.
  - 1.2.5. The Bank is entitled to effect alterations at any time in terms of data transmission, in line with technical developments or in connection with subsequent security measures implemented, and to unilaterally alter, modify, suspend or terminate the system and the Service provided by the Bank.
  - 1.2.6. The Account Owner shall indicate in the Service Agreement or on the Bank's form specifically designed for this purpose the name of Users who are authorized to give instructions in connection with the accounts specified in the Agreement/Data sheet through the system of the Service, while identifying such Users in the manner usually required by the Bank. One form grants authorization only within the system related to one specific Service, and is independent of any other methods of giving instructions regarding accounts.
  - 1.2.7. The Account Owner shall report all changes in and withdrawal of the User(s)' authorization using the Bank's form designed for that purpose. The person(s) designated as User on the appropriate form submitted to the Bank shall be considered by the Bank as parties authorized by the Account Owner until receipt of any notification on the change or withdrawal of such authorization. The withdrawal of or change in the user's authorization shall become effective at latest on the Bank Business Day following the effective date of the Account Owner's instruction.
  - 1.2.8. The Account Owner acknowledges that giving instructions through the Services entails risks. The Account Owner or the User is aware that by using the telephone or the Internet, due to the operation of the network there might be cases where the messages sent to each other become known to unauthorized third parties. The Account Owner had taken into consideration this eventuality before choosing the Service.
  - 1.2.9. The Account Owner acknowledges that all transactions, orders as well as their execution carried out by using the Services shall be registered by the Bank's computer system and the transactions effected through telephone operators shall be recorded. In the event of any dispute, the recorded information and data shall be considered as authentic and of full probative value by both the Bank and the Account Owner without the Account Owner contesting their authenticity.
  - 1.2.10. The Account Owner acknowledges that the Bank shall only consider an order submitted if it is registered by the Bank.
- 1.3. Liability, security**
- 1.3.1. The User shall be obliged to keep any password, identifier or identification code (e.g. PIN) depending on the Service (hereinafter jointly: User identifier) confidential, and to ensure that no unauthorized third person(s) may access the User identifier nor the tools (e.g. software, Token, mToken, communication key disk, SIM card) needed for using the Service. The Bank shall accept no liability for any damages arising from the non-observance of these obligations or from unauthorized use. The Bank shall be entitled to withdraw the tools necessary for using the Service should their use conflict with the agreement or any provision of law.



- 1.3.2. If the Account Owner or the User is aware or may reasonably suppose that the User identifier has become known to any unauthorized third person, or that the tool needed for using the Service get out of his/her possession (including loss or theft of the tool), or that there is an unauthorized transaction in the Account or on the Account Statement, or that any unauthorized payment transaction was initiated against his/her Account using an electronic means of payment, the Account Owner or the User shall be obliged to inform the Bank about it immediately in writing, in person, through registered post or over the phone on any day of the year at any time by dialling +36-1 325-3200 or +36 20/30/70 325 3200 (Telefonbank) and to initiate the blocking/denying of the access or the modification of the User Identifier. The notification shall contain the client number, the user identifier and the description of the event as a minimum. In addition to the above data, the Bank may request further information when the notification is made.
- 1.3.3. Apart from the information specified in the above section 1.3.2, the Account Owner may request the correction of any payment transaction which was not approved or approved but executed incorrectly immediately upon execution of the payment order, but at latest until the day corresponding to the date of debiting of the Account in the second month (in case the Account Owner qualifies as consumer the thirteenth months) following the date of execution of the payment order. If in the month of expiration there is no calendar day corresponding to the date of debiting, the deadline shall expire on the last day of the month.
- 1.3.4. The Account Owner shall be liable for any damages arising prior to the receipt of the written notification or the notification given over the phone in compliance with the prevailing provisions of laws on payment services. For any damage arising after such notifications, the Bank shall be held liable. The Bank shall be released from such liability if it proves that the damage is due to a breach of contract by the Account Owner or the User committed deliberately or through serious negligence (e.g. breach of the obligation to keep security elements safe etc.)
- 1.3.5. The Client is required to use the non-cash payment instrument as stipulated in these Terms and Conditions, and to display diligent conduct which can be generally expected in the circumstances

as regards the safe keeping of the personalized security credentials necessary to use the non-cash payment instrument (e.g. PIN code, Internet Security Code). The Account Holder and the User is required to keep the personalized security credentials at a secure place. Should the personalized security credentials get out of the Account Holder's or the User's possession, be lost, stolen or used in an unauthorized or unapproved manner, the Account Holder and the User shall immediately report it to the Bank through Telefonbank or in person in any of the branches. This report shall be made at any time without charging any fees, costs or other payment obligations. When reporting such a case, the identifier of the non-cash payment instrument concerned shall be specified, the Client's name and personal data (date of birth, mother's maiden name) shall be provided. The Account Holder shall be liable for any damages arising from the wilful misconduct or gross negligence of the Account Holder or the User, or from any abuse of the identification data by the Account Holder or the User. In particular, the Account Holder shall solely be liable for any damages arising from the loss, theft or careless handling of the Token, User identifier and PIN code, or from the access of any unauthorized person(s) to the system and all transactions effected in connection with the account. The Account Holder shall be obliged to pay damages in such cases if the Bank suffers damages from such events, and if there is evidence that the damage has arisen due to the negligence or wilful misconduct of the Account Holder/User. Violation of security measures set out in these Terms and Conditions shall be considered serious negligence. The Account Holder shall be held liable for the actions of all persons whom he/she enabled to use the Service, either intentionally or through negligence, and such actions shall be deemed as if they had been carried out by the Account Holder. To certify the extent of damages suffered by the Bank, the Account Holder shall accept the data provided by the Bank, with detailed explanation upon request of the Account Holder.

- 1.3.5/A. The Client shall bear the losses relating to any unapproved payment transactions, up to a maximum of fifteen thousand forints, resulting from the use of a lost or stolen non-cash payment instrument or from the unauthorized use of a non-cash payment instrument occurring prior to the notification. The Client shall not bear the aforementioned liability, if

- a) the theft, or the loss or the unauthorized use of the non-cash payment instrument was not detectable to the Client prior to the payment order,
- b) the damage was caused by acts or lack of action of an employee, payment service agent or branch of the Bank or of an entity to which its activities were outsourced,
- c) the Bank does not require strong customer authentication,
- d) the damage was caused by a personalized procedure that qualifies as non-cash payment instrument, by using an information technology or telecommunication device or if the non-cash payment instrument was used without its personalized security credentials – such as the personal identification code (PIN code) or other code, or
- e) the Client was not able to make the statement due to the fault of the payment service provider.

If the Account Holder is not a consumer or a micro-enterprise, then the restricted liability provisions of this section shall not apply to the Account Holder.

- 1.3.6. The Bank shall accept no liability for any direct and indirect damage arising from the defective operation of the program, not even if the Bank was informed about the possibility of the damage or if the damage was caused by the temporary limitation of the service or the alteration of the program. The Bank may send corrections in case of program errors to the Account Owner on a Durable Medium, through a telephone line or via the Internet. The Bank shall only be liable for damages that have arisen due to the Bank's serious breach of obligations, and only to the extent that the damage was caused by its own serious breach of obligations. In such cases, unrealized profit shall not be considered a damage.
- 1.3.7. The Account Owner shall be fully liable for all damages caused by computer viruses that have certifiably been transmitted to the Bank through the Account Owner or the User.
- 1.3.8. The Bank shall define the fee of the Services specified in the prevailing List of Conditions with respect to the present provisions for the restriction or exclusion of liability.
- 1.3.9. The system of a certain Service may, in justified cases, ban Users or reject the orders submitted in order to make it more difficult to abuse of the system.

1.3.10. Banning or blocking may be avoided if the Service is used properly, which is why the Bank accepts no liability for any damages arising from banning/blocking.

1.3.10/A. The Bank shall bear the risk of sending a non-cash payment instrument or any personalised security credentials relating to the non-cash payment instrument to the Account Holder.

1.3.10/B. When there is a reasonable suspicion of fraudulent use or abuse of a non-cash payment instrument, to safeguard the interests of the Client and minimize the losses of the Bank, the Bank is entitled to temporarily or definitively block or limit the use of the non-cash payment instrument until the circumstances of the event are investigated.

#### 1.4. Termination of the Service Agreement

1.4.1. The Account Owner is entitled to cancel the Framework Agreement as well as the Service Agreement at any time 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 as well as the Service Agreement at any time without cause in writing, by giving a two-month notice.

1.4.2. If the Account Owner is a client qualifying as consumer or micro-enterprise, any Framework Agreement having been in force for six months or longer may be cancelled by the Account Owner free of any fees, costs and other payment obligations.

1.4.3. If the Account Owner is a consumer, the Account Owner may terminate the Framework Agreement with immediate effect subject to a serious contractual breach of the Bank.

1.4.4. If the Account Owner's all Payment account agreements (or consolidated securities account agreements, client account agreements and/or credit card agreements) relevant to a given Service are terminated in any manner whatsoever, the contract relationship related to the use of the given Service shall become invalid upon termination of the last agreement.

1.4.5. The Bank shall be entitled to terminate the Service Agreement with immediate effect if:



- a) the Account Owner and/or the User – in case of consumer seriously or repeatedly – violates the Service Agreement or any provisions of the business regulations (including in particular: the secure use and handling of the Service, the handling of the User identifiers, the notification about any change in the clients data recorded by the Bank);
- b) the Account Owner does not ensure the conditions required for the Service to be used;
- c) the Account Owner and/or the User does not use the Service properly;
- d) in case of Business Organization: the Account Owner does not fulfil any of his/her payment obligations arising from the Service Agreement; in case of consumer: the Account Owner delays any of his/her payment obligations arising from the Service Agreement two times consecutively, and fails to remedy such omission within reasonable deadline specified by the Bank in its payment notice;
- e) the Account Owner and/or the User violates copyright in relation to the software;
- f) the Account Owner and/or the User attempts to circumvent the security or encryption system of the Service;
- g) according to the Bank's judgment, any action of the Account Owner and/or the User in connection with any Service is suspected to be a crime, or to be related to a crime.

1.4.6. Upon termination the Bank shall be entitled to automatically debit any account of the Account Owner with the costs arising in connection with the installation and use of the software.

1.4.7. If the Service is terminated by either party, the Bank shall charge the pro-rata value of the service actually rendered in accordance with the Framework Agreement.

## 1.5. Fees, charges and costs

1.5.1. The Account Owner shall pay a fee to the Bank for the use of the Service. The actual fees of the Services subscribed to by the Account Owner are defined in the agreement to be concluded with the Account Owner and in the List of Conditions. The Account Owner shall pay all fees and costs – including any telephone or Internet access fees – which have arisen in connection with the use of the Service. In case the Bank or another party participating in the transaction, requests a fee, commission or other payment obligation for the use

of a non-cash payment instrument, he shall inform the Client thereof prior to issuing the payment order. The Client as paying party shall only be obliged to pay fee, commission or perform other payment obligation to the Bank for the use of a non-cash payment instrument if information on the full amount was provided prior to issuing the payment order. The Bank shall be entitled to debit the account designated by the Account Owner or any account of the Account Owner maintained with the Bank with the fees falling due without any further consultation of the Account Owner.

1.5.2. The costs shall be debited when they arise or on the last Bank Business Day of every month or quarter as a lump sum. If the Account Owner fails to pay any fee falling due despite being called upon to do so, the Bank shall be entitled to suspend the Service as well as the remote electronic access to the account.

1.5.3. The Bank reserves the right to modify the fees as of a specific date by notifying the Account Owner of this fact in advance.

1.5.4. The Bank shall notify the Account Holder qualifying as consumer or micro-enterprise of its intention to modify the Framework Agreement at least 2 months – in other cases 15 days – before the proposed modification takes effect. The modification shall be deemed accepted by the Account Holder if he/she does not notify the Bank of the contrary before the modification takes effect. The Account Holder can either accept or reject the amendment of the Framework Agreement before the proposed date of entry into force. In case the Account Holder accepts the amendments, they will entry into force on the proposed date. Rejecting the amendment qualifies as the terminating of the Framework Agreement with immediate effect.

1.5.5. Until the date preceding the entry into force of the modification, Account Owners which are clients qualifying as consumer or micro-enterprise are entitled to cancel the Framework Agreement with immediate effect, free of any fees, costs or other payment obligations. In such a case, during the notice period the Account Owner shall pay the Bank the fee that was originally established.

1.5.6. If the Client is not a micro-enterprise or a consumer, the Bank is entitled to unilaterally modify the amount of fees according to the Terms and Conditions for

Corporate Clients and Municipalities 15 days prior to the effective date of the modification.

Transaction and Daily Limits to its various accounts for various Users.

## 2. Telephone banking services

### 2.1. Telefonbank

#### 2.1.1. Definitions in addition to section I.2 (Definitions) of the Terms and Conditions:

**User identifier** – a non-secret code composed of digits, used for identifying the User upon entering the Telefonbank system.

**PIN code** – a 4-digit secret number which is only known to the User; it is used for identifying the User for orders submitted or inquiries made via Telefonbank. The Bank considers this code equivalent to the signature identical to the specimen signature of the Account Owner and of the person with rights of disposition specified by the Account Owner, as provided to and accepted by the Bank. The Bank handles the PIN codes according to strict security requirements, and none of the Bank's employees may know them.

**Transaction Limit** – the maximum amount of a one-time transfer order relating to a given account of the Account Owner, to be submitted by a given User via the Telefonbank system.

**Daily Limit** – the maximum amount of transfer orders that can be initiated in total on a given calendar day relating to a given account of the Account Owner, by a given User via the Telefonbank system. The Daily Limit is valid from 0-24 on a given day.

**DTMF** – Dual Tone Multi Frequency, i.e. TONE operating mode in touch tone telephones.

**Operator System** – the name of Telefonbank service provided by the Bank's employees.

**Automatic System** – the name of Telefonbank service available through the Bank's computer system.

2.1.2. The Account Owner may provide access to each of his/her accounts through the Telefonbank system for more than one User at the same time with different authorization levels, depending on the choice of the Account Owner to provide the given User with query rights or rights of disposal over the Account as well. In the case of granting rights of disposal, the Account Owner may assign different

2.1.3. The provisions regarding activation of a debit card through the Telefonbank automatic system are contained in the Bank Card Terms and Conditions

2.1.4. Subject to an agreement with the Bank, the User may have query rights or right of disposal regarding the accounts of several Account Owners at the same time with the same User identifier and PIN code. The Bank does not investigate if the User meets the requirements set out in other legislative provisions.

2.1.5. Only the Account Owner in person shall be entitled to modify the group of bank accounts and securities account accessible through the Telefonbank service as well as the method of accessing them.

2.1.6. Upon conclusion of the agreement, the Bank hands over the User identifier(s) and a closed envelope with the PIN code(s) to the Account Owner or to his/her authorized representative. The Account Owner shall send the PIN code(s) delivered to him/her in a closed envelope to the given User with the envelope remaining intact. In the case of distribution through commission trade, User identifiers shall not be provided by the Bank upon conclusion of the agreement but subsequently by registered post with return receipt requested to the Account Owner (card holder). The User shall verify the intact condition of the envelope containing the secret PIN code and inform the Bank immediately if he/she finds it damaged. The Bank shall accept no liability for damages arising from the User's failure to provide such notification.

2.1.7. Services of the Telefonbank system are available through a touch tone telephone set operating in DTMF mode.

2.1.8. In the Telefonbank system, the User may identify himself/herself by entering his/her User identifier and current PIN code using the buttons of the telephone set.

2.1.9. In the case of orders given by the User, the system shall verify the right of disposition by checking the PIN code. If a correct PIN code is entered, the Bank shall accept no liability for any damages arising from unauthorized instructions regarding the account.

2.1.10. If an incorrect PIN code is entered three times in a row, the User identifier shall be blocked; the User's call shall be received by the operator but in that case the User shall not be authorized to give instructions or make inquiries regarding the account. The operator may release blocking of the User identifier after requesting personal data. After the blocking of the User identifier is released, the old PIN code shall remain valid, and the User may try again to identify himself/herself in the Automatic System. The bank operator shall be entitled to refuse to release blocking of the User Identifier without giving any reason, and in such a case release of blocking of the User Identifier may only be requested in writing in person, in a bank branch. Blocking can be avoided if the PIN code is used properly, which is why the Bank accepts no liability for any damages arising from blocking.

2.1.11. The User is entitled to change the PIN code by using the valid User Identifier via Telefonbank's Automatic System as often as required. The Bank shall automatically register the change.

2.1.12. The list of services provided through the Telefonbank system is contained in the prevailing client information package pertaining to Telefonbank services.

2.1.13. The Account Owner or the User may define the Transaction Limit in the Agreement at the time of signing, or using a form specifically designed for this purpose. The Transaction Limit shall only apply to the transfer orders and transfers between accounts in HUF and in foreign currency effected through Telefonbank services. The maximum amount of Transaction Limits and the default Transaction Limits set by the Bank are contained in the following table. (If the Account Owner or the User does not define any Transaction Limit in the Agreement or on the form specifically designed for this purpose, then the given User, if having a right of disposal, shall be entitled to dispose of the given account up to the default amount set by the Bank.)

Currency of the account	Maximum Transaction Limit to be defined	Default value	
		In the automatic system	In the operator system
HUF	10,000,000	150,000	100,000
EUR	40,000	–	400
USD	50,000	–	500
AUD	70,000	–	700
CAD	60,000	–	600
CHF	60,000	–	600
CZK	1,300,000	–	13,000
DKK	300,000	–	3,000
GBP	30,000	–	300
JPY	5,500,000	–	55,000
NOK	300,000	–	3,000
SEK	350,000	–	3,500
HRK	300,000	–	3,000
PLN	170,000	–	1,700
HKD	350,000	–	3,500
RON	167,000	–	1,670
RUB	1,400,000	–	14,000
TRY	80,000	–	800
CNY*	300,000	–	3,000

\* the Bank shall satisfy the orders only in the corporate or SME client groups.

2.1.14. The Account Owner or the User may define the Daily Limit in the Agreement or using a form specifically designed for this purpose. The Daily Limit shall be defined in the same currency as the account currency. In the case of transfer orders denominated in a currency different from the account currency, the limit shall be verified based on the foreign currency mid-rate of the Bank valid on the day of submitting the transfer order. The Daily Limit shall only apply to the transfer orders and transfers between accounts in HUF and in foreign currency effected through Telefonbank services. The maximum amount of Daily Limits and the default Daily Limits set by the Bank are contained in the following table. (If the Account Owner or the User does not define any Daily Limit in the Agreement or on the form specifically designed for this purpose, then the given User, if having a right of disposal, shall be entitled to dispose of the given account up to the default amount set by the Bank.)

Currency of the account	Maximum Daily Limit to be defined	Default value	
		In the automatic system	In the operator system
HUF	9,999,999,999	150,000	3,000,000
EUR	40,000,000	–	12,000
USD	51,000,000	–	15,000
AUD	70,000,000	–	21,000
CAD	60,000,000	–	20,000
CHF	60,000,000	–	20,000
CZK	1,300,000,000	–	400,000
DKK	300,000,000	–	90,000
GBP	30,000,000	–	8,000
JPY	5,500,000,000	–	1,600,000
NOK	330,000,000	–	100,000
SEK	400,000,000	–	100,000
HRK	300,000,000	–	90,000
PLN	170,000,000	–	50,000
HKD	350,000,000	–	100,000
RON	167,000,000	–	50,000
RUB	1,400,000,000	–	450,000
TRY	80,000,000	–	25,000
CNY*	300,000,000	–	100,000

\* the Bank shall satisfy the orders only in the corporate or SME client groups.

2.1.15. Irrespective of the maximum Daily Limit that can be defined in the Agreement or on the form specifically designed for this purpose, the maximum amount of transfer orders that can be initiated in total on a given day relating to a given account of the Account Owner, by a given User through the Telefonbank’s Automatic system is HUF 10,000,000.

2.1.16. The Account Owner acknowledges that if the Bank changes the maximum amount of the Transaction/Daily Limit – in the manner specified in section II.1.5 of these Terms and Conditions – and one or all of the above-mentioned limits defined by the Account Owner exceed(s) that limit, the chosen limit amount shall be changed even without amendment of the individual Agreement to the bank’s standard limit, as of the effective date of modification.

2.1.17. The Bank shall execute the User’s transaction orders only within the limit over which the User has a right of disposal. The Bank shall execute payments only up to the amount of limit specified in sections 2.1.13 and 2.1.14, and refuse the execution of those exceeding such amounts. The Transaction Limit may be changed by the Account Owner through Telefonbank following identification

in the automatic system, or upon a new written statement of the Account Owner considered as an authorization amending the original form, and submitted accordingly by the Account Owner. The Daily Limit may only be changed upon a new written statement of the Account Owner considered as an authorization amending the original form, and submitted accordingly by the Account Owner.

2.1.18. In the Operator system, the User may provide the particulars of beneficiaries (name, Payment account number) along with a comment for the transfer, in whose favour the User frequently launches transfer order through the Telefonbank system. In such cases only the name of the beneficiary and the amount to be transferred shall be given to the operator.

2.1.19. A prerequisite for launching a transfer order through the Automatic System is that the Account Owner completes, signs and submits the Bank the application form “Transfer Orders specified in advance for using the Telefonbank’s Automatic System”. On this basis, the Bank shall define the transfer orders so that later the User authorized by the Account Owner can effect transactions by giving the appropriate reference number, the amount to be debited and the additional comment if needed.

2.1.20. Natural persons and sole traders being Users for whom the BA/CA Telefonbank and the “A” service package of the Telefonbank has been activated (based on their current account agreement concluded with the Bank before 30 October 2002):

- can give instructions regarding their accounts according to the provisions of these business regulations through Telefonbank;
- can identify themselves through their previously used identification (Client number) and PIN code in the Telefonbank system;
- are obliged to complete and sign the form specifically designed by the Bank for the purpose of concluding the agreement for the use of the Telefonbank service and specifying access rights, if
  - they wish to use the services of the Telefonbank only for the purpose of account information inquiry in the future, or
  - they wish to specify an amount different from the default Transaction or Daily Limits of the Telefonbank system, or
  - they wish to provide access to their accounts to further Users through the Telefonbank system.

**2.2. Fax**

2.2.1. The Bank shall conclude no separate agreement relating to the Fax Service, and the provisions of this chapter 2.2. shall apply to Clients who already have such separate agreement.

**Accepting payment orders**

2.2.2. If the account agreement or the special agreement connected to it expressly provides for it, the Account Owner shall be entitled to send any kind of orders to the Bank by fax, except for orders which must be sent to the Bank in original according to any provision of law.

2.2.3. The option to send messages by fax shall be terminated as of the termination date of the framework agreement.

**Rejecting payment orders**

2.2.4. The code word specified in the special agreement may only be used for account information inquiry, and does not allow for the submission of orders over the phone. In the absence of code word, the Bank shall accept no orders from the Account Owner by fax.

**Data required for payment orders to be executed**

2.2.5. The Account Owner is entitled but not obliged to submit the original copy of the order to the Bank. If the original order is submitted to the Bank, it should contain an appropriate and remarkable comment referring to the order submitted earlier via fax (e.g. “previously sent by FAX” or equivalent comment). The Account Owner shall be held liable for any damage arising from the lack of such remarkable comment, including in particular the double execution of orders.

2.2.6. The Account Owner shall not be entitled to send fax messages in order to submit any payment order which, according to the framework agreement or the law, may only be executed against submission of certain documents by the Account Owner or any third party to the Bank, or provided that the Bank or any third party performs a verification of documents or legal titles.

2.2.7. The Account Owner agrees that the Bank handles notifications and orders sent by fax as original ones.

2.2.8. The Bank does not consider orders received by fax as orders submitted on an “original transfer order form”. The fees charged for the execution of orders

submitted by fax shall be specified in the prevailing List of Conditions.

**Arrival and receipt of payment orders**

2.2.9. The parties agree that the time of arrival of fax messages to the Bank shall be the time recorded on the fax by the fax machine of the Bank’s unit managing the order type submitted by the Account Owner.

2.2.10. The order of arrival of payment orders received by fax shall be governed by general rules.

2.2.11. The Bank shall accept no liability for any damages arising from the falsification of contents and signatures on fax messages or from any other kind of abuses occurred during the sending of fax messages.

2.2.12. The Bank shall not be held liable for being unable to perform any order sent by fax due to the insufficient quality of the fax message. If receiving such fax messages, the Bank shall not be obliged to take any action to determine what the payment order relates to. Should any doubt arise about any data of the payment order due to the quality of the fax message, the Bank shall be entitled to refuse to execute the payment order.

2.2.13. The Bank shall accept no liability for any damages arising from the inappropriate transmission of data of the fax message or from incorrect or insufficient data, unless they are certifiably imputable to the Bank.

2.2.14. The Bank shall only be obliged to restore the content of any fax message if it was damaged or destroyed due to the Bank’s fault certifiably, provided that the Account Owner cooperates with the Bank in establishing the data of the fax message.

2.2.15. The Bank shall bear no liability whatsoever for damages arising from the fact that the Account Owner’s payment order – during transmission of the fax message – is damaged, becomes illegible or is received by unauthorized parties due to the faulty operation or failure of the data transmission connection.

**2.3. Text message (SMS) service**

2.3.1. The Account Owner may request the SMS service, the parameters of the Service and the modification of the Service in writing in the Service Agreement or on the form specifically designed for this purpose,

or after identification through the Telefonbank or Internet Banking or Mobil Banking system.

- 2.3.2. The User may request, modify or delete SMS information service through the Telefonbank or Internet Banking or Mobil Banking system only for the Payment account to which the Account Owner granted him/her access through the Telefonbank or Internet Banking system. Furthermore, the User may request, modify or delete SMS information service only for any bank card with underlying account(s) to which the Account Owner granted him/her access through the Telefonbank or Internet Banking system. If the Account Owner withdraws or modifies the access of the User to the Telefonbank or Internet Banking system, it shall not automatically mean that the SMS service initiated through the system for the given Payment account or bank card will also be terminated. The Account Owner is obliged to provide for the modification or termination of the SMS service separately.
- 2.3.3. Amounts of fees and costs payable by the Account Owner for the SMS service are contained in the Bank's prevailing List of Conditions.
- 2.3.4. The Account Owner shall make sure that the person(s) to whom he/she grants access to the SMS service is/are aware of the conditions related to the service, and the Account Owner shall be held liable for any damages arising from his/her failure to perform this information obligation.

**Liability, allocation of losses**

- 2.3.5. The Card Holder is aware of the risks inherent in the Service, with special regard to the fact that the Bank shall not be held responsible for any information transferred by SMS and qualifying bank secret comes to the knowledge of any unauthorized third person(s) for any reason(s) which is (are) out of the Bank's sphere of interest.
- 2.3.6. The deadline of sending messages through the SMS service is included in the List of Conditions related to the Service. The Account Owner acknowledges that the Bank shall not be liable for the delayed transfer of SMS messages if this happens due to any reason out of the Bank's sphere of interest.
- 2.3.7. The scope and content of services included in the SMS service are contained in the prevailing List of Conditions related to SMS service as well as in the client information.

**3. Electronic Banking services I (Internet Banking and Mobil Banking)**

- 3.1. Definitions in addition to section I.2 (Definitions) of the Terms and Conditions:

**User identifier** – A series of characters necessary for accessing the Internet Banking and Mobil Banking systems, defined upon concluding the agreement – in the Internet Banking and Mobil Banking Agreement or on the form designed specifically for this purpose –, not yet used by any other User. It shall identify the User and consist of at least 6 and maximum 25 characters, which may be composed of small and capital letters without accents, and numbers. Punctuation marks (except colons) and spaces are not allowed. For security reasons and to avoid any malicious blocking, it is recommended to choose a User identifier which can not be easily guessed when knowing the User and his/her personal background.

**Password, Security Code** (hereinafter: Password) – A series of characters necessary for accessing the Internet Banking and Mobil Banking systems and for the authentication of orders. The Password shall be considered by the Bank equivalent to the signature identical to the specimen signature of the Account Owner and of the person with rights of disposition specified by the Account Owner, as provided to and accepted by the Bank.

**Token** – if Token is selected as an authentication method, this shall be a tool being the Bank's property and made available to the User, necessary for generating the Password, i.e. a code number depending also on the date of use and the serial number of the tool.

**mToken** – if mToken is selected as an authentication method, this shall be a software-based and PIN-protected code generator application for generating Password available via the UniCredit Mobile application.

**PIN code** – A 4-digit series of characters to be specified by the User and necessary for generating the Password by means of Token or mToken.

**Help** – A documentation containing detailed information on the operation, use and services of the Internet Banking and Mobil Banking systems as well as other useful information, available in electronic format through the Help menu of the Internet Banking and the Mobil Banking systems.

**Transaction Limit** – The highest amount of which the User may freely dispose in submitting a given transfer order through the Internet Banking or the Mobil Banking systems. The Transaction Limit applies to all transactions resulting in the direct debiting of a given account, except deposit orders, direct debit orders and securities transactions (buying/selling



stocks listed at the stock exchange, trading with investment funds, transfer of securities).

**Daily Limit** – The highest amount of which the User may freely dispose on a given day, in relation to a given account of the Account Owner through the Internet Banking and the Mobil Banking systems. The Daily Limit applies to all transactions resulting in the direct debiting of a given account, except deposit orders, direct debit orders and securities transactions (buying/selling stocks listed at the stock exchange, trading with investment funds, transfer of securities).

### 3.2. Use and services of the system

3.2.1. The technical conditions of the access to the Internet Banking and Mobil Banking systems are contained in the prevailing SpectraNet Internet Banking and Mobil Banking Client Information being an inseparable part of these Terms and Conditions:

For technical backgrounds different from the specifications defined in the Client Information, the Bank shall not guarantee the correct operation of the Internet Banking and the Mobil Banking systems.

3.2.2. The list of services available through the Internet Banking and Mobil Banking systems is contained in the prevailing client information related to Internet Banking and Mobil Banking services. The Bank provides both of the Internet Banking and Mobil Banking services in the form of two service packages: Internet Banking Light and Internet Banking Plusz, respectively Mobil Banking Light and Mobil Banking Plusz. In the agreement, the Account Owner shall specify the service package he/she wishes to use (and may even use all of them). Furthermore, the Account Owner shall state on a form specifically designed for this purpose which service package a given User is entitled to use when managing his/her accounts. The User is also entitled to use Internet Banking and Mobil Banking at the same time, but with respect to a given Account Owner only with the same service package (Light or Plusz). Internet Banking Plusz services shall only be set for Account Owners or Users for whom this is specified in the Agreement or on the form specifically designed for this purpose (should the Light or Plusz service package not be named in the agreement or on the form specifically designed for this purpose, the Light package will be set automatically) .

3.2.3. To access the Internet Banking and Mobil Banking systems, a User identifier and a Password

– defined in the related Agreement or on the form specifically designed for this purpose – must be entered. In the case of distribution through commission trade, User identifiers shall not be provided by the Bank upon conclusion of the agreement but subsequently by registered post with return receipt requested to the Account Owner.

- 3.2.4. When using the Internet Banking or Mobil Banking, the User or the Account Owner – in accordance with the related Agreement or the instructions given on the form specifically designed for this purpose or given via UniCredit Mobil application – may choose from the following ways of authentication:
- a) Authentication by Token
  - b) Authentication by SMS
  - c) Authentication by mToken

If the User has both Internet Banking and Mobil Banking access related to a given Account Owner, the two services can be used only with the same authentication method. (by Token or by SMS or by mToken).

#### Form of payment orders

3.2.5. If the person authorized to dispose of the account gives a payment order to the Bank electronically (hereinafter: electronic order), the parties agree that the time of receipt by the Bank shall be the time registered by the Bank's computer system. The order of arrival of electronic orders shall be the order of items arrived to the Bank.

3.2.6. Electronic orders submitted by the Account Owner which, according to the framework agreement or the law, may only be executed against submission of certain documents by the Account Owner or any third party to the Bank, or only if the Bank or any third party performs a verification of documents, may only be executed after all these obligations are fulfilled.

3.2.7. For the scope and amount of electronic orders, the Bank may stipulate limits in the List of Conditions and in these Terms and Conditions. The Bank is entitled to unilaterally modify such limits – even if this is unfavourable to the Account Owner – in the manner specified in these Terms and Conditions.

3.2.8. The content and date of the payment order appear on the document containing the payment order in the case of orders submitted on a form, or in the case of other types of payment orders they are contained in the electronic data.

**3.2.9. Authentication by Token**

- 3.2.9.1. The User shall generate the Password to log on to the Internet Banking and the Mobil Banking systems and to authenticate orders by using a Token.
- 3.2.9.2. After the appropriate PIN code is entered, Token shall generate a 6-digit code number also depending on the time of use and the serial number of the device, valid for 30 seconds.
- 3.2.9.3. The Bank shall make the Token available to Users following signing of the Internet Banking or Mobil Banking Agreement or the form specifically designed for this purpose by the Account Owner, by handing over the Token to the Account Owner or the authorized person for the period of using the Service. In the case of more than one User, the Account Owner shall arrange for the Token to be handed over to the Users designated on the form. The Bank reserves the right to charge the Account Owner a use fee or compensation fee for the use of the Token provided to him/her the amount of which is specified in the agreement or in the List of Conditions. In the event that the Account Owner does not return all Tokens in a proper condition upon termination of the Service Agreement, the Bank shall be entitled to charge the Account Owner the fee specified in the List of Conditions. Information on the use of the Token can be found in the manual attached to the Token and in the Help menu of the Internet Banking and Mobil Banking systems.
- 3.2.9.4. The User may change the PIN code of the Token at any time. The User shall be obliged to change the initial PIN code provided when receiving the Token, and later if he/she learns or suspects that the PIN code was obtained by any unauthorized person.
- 3.2.9.5. The User shall use the Token provided by the Bank properly, and maintain it in a good state of preservation. In the event of the Token's failure and upon request of the Account Owner the Bank shall provide for the change of the Token. The Account Owner shall be obliged to return the faulty Token to the Bank. If the Token gets damaged or is lost, the Bank reserves the right to debit the Account Owner's account with the fee of issuance of a new Token specified in the List of Conditions.
- 3.2.9.6. The Bank reserves the right to debit the Account Owner's account with the use fee of the Token handed over free of charge or to terminate the

Service Agreement if the User does not use the Internet Banking or Mobil Banking system for a long period of time (at least for 3 months) for effecting transactions.

- 3.2.9.7. The program running on the Bank's server checks if the code series generated by the given User through the Token assigned to him/her at a given time, entered by the User when accessing the Internet Banking or Mobil Banking system or sending orders to the Bank, is the same as the code generated by the Bank's server at the same time, belonging to the Token bearing the given serial number. If there is a difference between the two code series, the server shall refuse access to the system and the sending of the order to the Bank. All transactions that are certifiably initiated by the User logged in with a given User identifier, and authenticated by the Security Code generated by the Token assigned to the User shall in all circumstances be considered by the Bank as transactions initiated by the authorized user of the system. The Bank shall not examine the authority of the person using the User identifier or the Token to use them, nor the circumstances of use.

**3.2.10. Authentication by SMS**

- 3.2.10.1. The User shall use a normal Password (for multiple uses) to log on to the Internet Banking and the Mobil Banking systems. To log on to the system for the first time, the Bank shall send the User's initial log-on Password in a text message. The User shall be obliged to change the log-on Password immediately after logging on to the system for the first time, and later if he/she learns or suspects that it was obtained by any unauthorized person. The log-on Password may be a series of characters consisting of at least 4 and maximum 12 characters and containing letters without accents and/or numbers, regarding Passwords given or modified after 05 October 2016 a series of characters consisting of at least 8 and maximum 12 characters and containing number, letters without accent (in which at least one small letter and one capital letter is compulsory), which may be freely determined by the User. Regarding Passwords given or modified after 05 October 2016 the system will make distinction between small and capital letters. To make the use of the system even more secure, it is recommended to change the log-on Password at least every 30 days.

- 3.2.10.2. For the authentication of orders, the User shall use a password sent by the Bank to his/her mobile phone number (specified in the agreement or on the form specifically designed for that purpose) for a single use.  
In the case of distribution through commission trade, the Account Owner shall use a regular password to log on to the Internet Banking and the Mobil Banking systems, while the authentication of orders requires the use of passwords for a single use sent to the Account Owner's mobile phone number by the Bank in a text message. The Bank shall send the initial log-in password as well as passwords for the authentication of orders in text messages to the User's mobile phone number specified in the Service Agreement.
- 3.2.10.3. The Password sent by the Bank in a text message for the authentication of orders for a single use shall be valid for 5 minutes. If the User performs the authentication of the given order with the password sent in a text message for a single use subsequent to this deadline, the Bank shall refuse authentication.
- 3.2.10.4. The User may change at his/her sole discretion the mobile phone number to which the Bank should send the Password for a single use necessary to authenticate orders.
- 3.2.10.5. The Bank shall only send text messages to mobile phone numbers belonging to networks of domestic GSM service providers.
- 3.2.10.6. The program running on the Bank's server checks if the Password entered by the given User to log on to the system or to send orders to the Bank at a given time is the same as the log-in Password registered on the Bank's server in an encrypted format, or the signature Password sent by the Bank in a text message in order to authenticate the given order. If there is a difference between the two code series, the server rejects access to the system or the authentication of the order. All transactions that are certifiably initiated by the User logged in with a given User identifier, and authenticated by the Password assigned to the User shall in all circumstances be considered by the Bank as transactions initiated by the authorized user of the system. The Bank shall not examine the authority of the person using the User identifier or the Password (mobile phone) to use them, nor the circumstances of use. The Bank shall bear no responsibility for any damage incurred by the Account Owner or any other persons due to any transaction initiated by using the User identifier and authenticated by the Password assigned to it but originating from an unauthorized person.
- 3.2.11. Authentication by mToken
- 3.2.11.1. The User may generate the Password necessary for the authentication of orders submitted via Internet Banking or Mobile Banking with the help of mToken as well. Authentication by mToken can be chosen from the date set out in the Customer Information.
- 3.2.11.2. In order to use the mToken, Users will need to download the UniCredit Mobile application and activate the mToken function. The mToken function may be activated independently of the UniCredit Mobile service. The prevailing UniCredit Mobile App Customer Information specifies the client groups with access to the mToken authentication feature.
- 3.2.11.3. Users may request activation:
- a) directly in the UniCredit Mobile application (if the User already has an Internet Banking/ Mobile Banking User ID and submits orders in the SpectraNet system with SMS authentication)
  - b) personally in any branch and
  - c) by Telephone Banking (after an identification process).
- 3.2.11.4. The process of activation directly in the UniCredit Mobile application: after downloading the UniCredit Mobile application, the User needs to enter their Internet Banking/Mobile Banking User ID and log-in Password in the mToken activation page. Once the User has been successfully identified based on the identifiers provided, the application will display the conditions of using the mToken; if, having read the conditions, the User decides to switch from SMS to mToken authentication for orders being submitted in the Internet Banking/Mobile Banking system in the future, User may declare this intention electronically, within the application. Following a declaration of acceptance, the Bank sends the mToken activation code by SMS to the same phone number to which the SMS with the single-use passwords are being sent for the authentication of orders made by the User via SpectraNet. The Bank then enables the User to activate the mToken (during the validity period of the activation code). After entering the activation code, the User is requested to select a secret code (mToken PIN

code) of at least 6 and no more than 16 digits; the User will need to enter this code in the application every time they use the mToken in the future.

least 6 and no more than 16 digits; the User will need to enter this code in the application every time they use the mToken in the future.

- 3.2.11.5. The process of activation in branch: after downloading the UniCredit Mobile application, the activation of the mToken may be requested at any one of our branches, in accordance with the rules on changing the method of authentication. This process involves confirming the activation ID associated with the User as well as the phone number to which the Bank is to send the SMS containing the activation code needed for activating the mToken. In the application's mToken activation page, the User needs to provide (enter in the application) the activation ID and the activation code received by SMS. Once the User has been successfully identified based on the identifiers provided, the application will display the conditions for using the mToken; if, having read the conditions, the User decides to switch to mToken authentication for orders being submitted in the Internet Banking/Mobile Banking system in the future, they may declare this intention electronically, within the application. Following a declaration of acceptance, the User is requested to select a secret code (the mToken PIN code) of at least 6 and no more than 16 digits; the User will need to enter this code in the application every time they use the mToken in the future.
- 3.2.11.6. The process of activation by Telephone Banking: after downloading the UniCredit Mobile application, the activation of the mToken may be requested by contacting Telephone Banking, in accordance with the rules on changing the method of authentication. This process involves confirming the activation ID associated with the User as well as the phone number to which the Bank is to send the SMS containing the activation code needed for activating the mToken. In the application's mToken activation page, the User needs to provide (enter in the application) the activation ID and the activation code received by SMS. Once the User has been successfully identified based on the identifiers provided, the application will display the conditions for using the mToken; if, having read the conditions, the User decides to switch to mToken authentication for orders being submitted in the Internet Banking/Mobile Banking system in the future, they may declare this intention electronically, within the application. Following a declaration of acceptance, the User is requested to select a secret code (the mToken PIN code) of at
- 3.2.11.7. The mToken is activated for the Internet Banking/Mobile Banking User ID entered during the activation process. Only one mToken may be activated per User ID at any one time, and thus activation of the mToken on a given User ID will result in the deactivation of the mToken that may have been formerly activated on it.
- 3.2.11.8. Users may change their mToken PIN codes at any time and must do so if they find out (or suspect) that unauthorized persons may have accessed the code.
- 3.2.11.9. Once an mToken has been activated, the Bank will accept the 6-digit code generated by the mToken for the authentication of orders submitted via Internet Banking/Mobile Banking.
- 3.2.11.10. Using the mToken: after selecting the mToken function in the UniCredit Mobile application, the User enters their mToken PIN code; then, after starting the code generation process, the mToken generates a 6-digit code, which is valid for at least three, but no more than 3 and a half minutes. The User uses this code to authenticate (sign) the orders submitted in Internet Banking/Mobile Banking.
- 3.2.11.11. The software running on the Bank's server checks the code sequence generated at a given point in time by the mToken allocated to the User (and entered by the User Internet Banking/Mobile Banking when submitting their order to the Bank) to see if it is the same as the code generated by the Bank's server at the same time. If the two code sequences differ, the server rejects the order submittal. Whenever a transaction is proven to have been initiated by the User logged in with the given User ID (and authenticated with a code generated by the mToken allocated to that User), the Bank will consider the transaction as one initiated by an authorized user of the system. The Bank does not investigate whether the person using the User ID and the mToken is in fact entitled to do so, nor does it examine the circumstances of use.
- 3.2.11.12. Further information regarding the use of mTokens is available in the SpecraNet Internet Banking and Mobile Banking Customer Information and the UniCredit Mobile App Customer Information.

3.2.12. The User may at any time switch from authentication by a Token to authentication based on Passwords sent in text messages (and vice versa), based on the written statement of the Account Owner in the form required by the Bank or through Telefonbank following identification, against payment of the fee defined in the prevailing List of Conditions. The User is allowed to switch from SMS authentication to mToken authentication independently according to the activation method described in Section 3.2.11.4. If the User switches to authentication based on Passwords sent in text messages or to mToken authentication, he/she shall return the Token previously made available to him/her to the Bank. In the event that the Account Owner does not return the Token in a proper condition or at all, the Bank shall be entitled to charge the Account Owner the Token compensation fee specified in the prevailing List of Conditions.

3.2.13. The Account Owner shall designate in the Agreement or on the form specifically designed for that purpose his/her bank accounts and the levels of authorization at which he /she wishes to provide access rights to a given User to such accounts within the Internet Banking and the Mobil Banking services.

3.2.14. In the event that a User also has access to the accounts of a given Account Owner through Internet Banking, Mobil Banking or a V-5.10-01. or higher version of Spectra or Spectra Light System installed, the authorizations granted to the User for various systems shall be handled in an integrated manner, meaning that the granting of authorization or any amendment thereof in any system (V-5-10-01 or higher version of Spectra or Spectra Light installed and Internet Banking, Mobil Banking) shall be effective in the other systems, as well. The only exceptions to this rule are Transaction and Daily Limits, in case of V-5-10-01 or higher version of Spectra or Spectra Light installed.

3.2.15. The Bank ensures the integrated management of orders recorded through the Internet Banking Plusz and Mobil Banking Plusz services and the V-5.10-01 or higher version of Spectra or Spectra Light Client Program through an Electronic Mailbox service maintained on a Bank server. The Electronic Mailbox solely serves the purpose of placing orders or removing orders from there through the Spectra or Spectra Light Client Program installed, or the Internet Banking Plusz and Mobil Banking Plusz

services so that the order package can be forwarded to a different Spectra or Spectra Light installation location, and these can be accessible through the Internet Banking Plusz and Mobil Banking Plusz services. Based on a separate contract the above Electronic Mailbox service can be also available through V-5.10-01 or lower versions installed of Spectra Client Program, but these Client Programs are not able to the above cooperation with the higher version of Client Programs and the Internet Banking Plusz and Mobil Banking Plusz services.

Prepared order packages placed in the Electronic Mailbox may be picked up from there by using a different (or the same) Spectra or Spectra Light Client Program installed or the Internet Banking Plusz and Mobil Banking Plusz services in order to perform further transactions (modification, signing, sending to the Bank). An Electronic Mailbox may only be accessed by the Users of Spectra or Spectra Light Client Programs installed as well as those of the Internet Banking Plusz and Mobil Banking Plusz systems who are capable of handling the Client Number assigned to the Electronic Mailbox. In other words, placing the orders in the Electronic Mailbox shall not mean their sending to the Bank.

3.2.16. The service allowing the transmission of orders (from purpose of signing, modification or sending it to the Bank) between the Internet Banking (Plusz and Light) and the Mobil Banking (Plusz and Light) systems is automatically available, neither the use of an Electronic Mailbox detailed in section 3.2.14., nor a separate contract is necessary.

3.2.17. Specification of authorizations for the User(s) to dispose of accounts is made by a so-called authorization score. The authorization score may be specified for each account. In order for the Bank to accept an order, the score of the User signing the order must be at least 10, and if there are several signatories, their total score must be at least 10 (e.g. two signatories should have 5 points each). If the score is zero, then the User, having a log-in Password, shall only have a right of inquiry.

If the Account Owner grants any right of disposal over a given account to the User in the Agreement or on the form specifically designed for this purpose but defines no authorization score, then the given User shall have a default level of authorization set by the Bank over the given account. Default authorization score set by the Bank: 10 points.



3.2.18. For sending orders through a free-format letter or any kind of letter as specified in the prevailing client information, it is needed to determine the 'score for signing letters' on the form provided by the Bank. To the score(s) of signature(s) of the User(s) the above provisions shall apply. The prevailing Client Information shall specify whether the verification of authorizations to sign for a given order type shall be done on the basis of a so-called 'score for signing letters' or based on the authorization score set for the given account.

In the case of business partnerships, the right of corporate signature or the right for signing letters may only be granted to the authorized representatives of the company. The Bank shall not verify the authorizations of the person assigned, so the Account Owner shall be liable for the conformity of the said person to these provisions.

3.2.19. In a free-format letter, no orders, instructions regarding any account or any other instructions may be submitted which could otherwise be forwarded directly within the system, using a function available to the given user. The Bank shall execute incoming orders according to its business regulations, and shall disregard any letters whose contents are not in line with or conflict with its business regulations.

3.2.20. If the Account Owner granted the User a right of inquiry extending to all accounts – in the Agreement or on the form specifically designed for this purpose –, then the User shall have the right to make inquiries regarding account balances, transactions history and account statements for any current and future accounts of the Account Owner (including bank accounts, client accounts, deposit accounts and credit accounts, as well). The "right of inquiry extending to all accounts" does not include securities accounts. Rights of inquiry or disposal over securities accounts shall be regulated on an individual basis.

3.2.21. Balances of deposit accounts as well as the details of individual fixed deposits are accessible for inquiry without any special setting of authorizations to Users who have at least a right of inquiry over the account in which the deposit was made.

3.2.22. The User may initiate transfer orders in HUF to the benefit of a Payment account maintained with a Hungarian credit institution only by completing a

domestic HUF mask (data input field), and transfer orders in a foreign currency only by completing the foreign currency transfer mask. The Bank reserves the right not to execute HUF transfer orders to credit a Payment account maintained with a Hungarian credit institution if the foreign currency transfer mask was completed, and foreign currency transfer orders if the domestic HUF mask was completed, and such orders may be cancelled by the bank upon notification of the Account Owner on this fact. The Bank shall not be liable for any damages or consequences arising from the non-execution of such orders.

3.2.23. Transfer orders in HUF to the benefit of a Payment account maintained with a foreign credit institution shall qualify foreign currency transfer orders, so they may only be submitted to the Bank by the User completing the foreign currency transfer mask.

3.2.24. The Internet Banking and the Mobil Banking systems enable the use of so-called templates which facilitates the completing of orders submitted in favour of beneficiaries to whom the Account Owner initiates transfers frequently. The Internet Banking and the Mobil Banking systems save the templates by Account Owners; therefore, if a User saves a template, such template may also be managed by another User belonging to the same Account Owner. The templates saved in the Internet Banking system are also available in the Mobil banking system, and vice versa.

3.2.25. The Account Owner acknowledges that the Bank shall only consider an order submitted if it is successfully sent to the Bank's server. After an order is sent, a confirmation message shall appear on the screen of the Internet Banking or the Mobil Banking system if the order was received by the Bank. If, among the orders sent, there are orders that were not accepted by the Bank (e.g. wrong signature password, or further signatures required), the message appearing shall contain the list of orders rejected together with the reasons of rejection. The Bank shall be entitled to reject any order which, on the basis of these Terms and Conditions or the special business regulations pertaining to different transaction types of credit institutions, cannot be executed. The Bank shall accept no liability for any damages arising from such procedures. The status of orders may be retrieved in the menu item "Sent orders".



3.2.26. The Bank may reject any orders submitted via the Internet Banking or the Mobil Banking system that are sent to the Bank's account management system later than 30 days from signature.

### 3.3. Security

3.3.1. The User shall be automatically banned (both from the Internet Banking and the Mobil Banking systems) following three unsuccessful attempts in a row to sign in the Internet Banking or the Mobil Banking system with a Password not matching the User identifier, or following three unsuccessful attempts in a row to authenticate an order with a Password not matching the User identifier. Banning of the User can be cancelled based on the written statement of the User provided in the manner required by the Bank or through Telefonbank following identification.

3.3.2. The Token or the mToken shall be automatically blocked following three attempts in a row to generate a Password with a wrong PIN code. Blocking of the Token can be cancelled based on the written statement of the Account Owner or the User provided in the manner required by the Bank or through Telefonbank following identification. The blocking of an mToken may be released by following the rules on activation.

3.3.3. Banning or blocking may be avoided if the Service is used properly and carefully, which is why the Bank accepts no liability for any damages arising from such actions.

3.3.4. The Bank concludes the Agreement regarding the Service with the Transaction and Daily Limits set by the Account Owner up to the maximum amount of the limits.

3.3.5. The maximum amount of the Transaction Limit is HUF 10,000,000 (or its foreign currency equivalent), in case of Users using mToken authentication HUF 20,000,000 (or its foreign currency equivalent); exceptions may only be made on the basis of a separate agreement (the duly defined limit amount is contained in the agreement or on the appropriate authorization form of the User).

3.3.6. Unless the prevailing List of Conditions or announcements related to the given product provide otherwise, the maximum amount of the Daily Limit is HUF 10,000,000 (or its foreign currency equivalent) in case of Users using mToken

authentication HUF 20,000,000 (or its foreign currency equivalent); exceptions may only be made on the basis of a separate agreement. (the duly defined limit amount is contained in the agreement or on the appropriate authorization form of the User) The Daily Limit shall be verified by the system when the order is sent to the Bank; accordingly, the Bank shall reduce the amount of Daily Limit for the User's given Account by the amount of the order on the date of sending. In case the User has both Internet Banking and Mobil Banking access for a given account, the Daily Limit includes the aggregate amount of the orders sent through the above services.

3.3.7. The Bank shall execute the User's transaction orders only within the limit over which the User has a right of disposal. The Bank shall execute payments only up to the amount of limit specified, and refuse the execution of those exceeding such amounts. Transaction or Daily Limits may only be modified based on the written statement of the Account Owner provided in the manner required by the Bank or through Telefonbank, by the Account Owner, following identification.

The Account Owner acknowledges that if the Bank changes the maximum amount of the Transaction/ Daily Limit, and one or all of the limits defined by the Account Owner exceed(s) that limit, the chosen limit amount shall be changed even without amendment of the individual Agreement to the bank's standard limit, as of the effective date of modification.

3.3.8. The Account Owner acknowledges that – for the protection of the Account Owners – the Bank is entitled to the unilaterally limitation of the Transaction- and the Daily Limit regarding the Mobil Banking with immediate effect without any prior written notification of the Account Owners and the Users – but by notifying them at the same time through the systems – if it is reasonable according to the bank risks, especially in case of mass- or targeted phishing attacks.

3.3.9. If the Account Owner or the User does not define any Transaction or Daily Limit in the Agreement or on the form specifically designed for this purpose, then the given User, if having a right of disposal, shall be entitled to dispose of the given account up to the default amount set by the Bank. The default Transaction Limit set by the Bank for bank accounts maintained in HUF is HUF 200,000 and

the Daily Limit is HUF 500,000. For bank accounts maintained in euros, the respective limits are EUR 1,000 and EUR 2,000.

In the case of Users for whom only one Daily and Transaction Limit had been set in the Agreement or on the form specifically designed for this purpose (i.e. there are no different limits for each bank account), the limits specified shall apply to each Payment account managed by the User. In this case, limit amounts specified in HUF shall be converted – for FX accounts – using the FX mid-rate of the Bank applicable on 30/11/2007.

## 4. Electronic Banking Services II (Home Banking)

### 4.1. Definitions in addition to section I.2 (Definitions) of the Terms and Conditions:

**Client program (CP)** – the software made available to the Account Owner by the Bank, which is able to communicate with the given Home Banking electronic bank system (“System”).

**Initial login password** – a code randomly generated by the Bank through the Spectra or Spectra Light System, which ensures the first login to the Spectra or Spectra Light system for the User.

**Login password** – a code specified by the User following the first login to the Spectra or Spectra Light system, and registered by the System, which can contain both letters and numbers.

**Signature password** – a code defined by the User and registered by the given Home Banking System, which can contain both letters and figures. The Bank shall consider this password equivalent to the signature identical to the specimen signature of the Account Owner and of the person with rights of disposition specified by the Account Owner, as provided to and accepted by the Bank.

**Electronic signature** – a series of numbers placed at the end of orders generated by the Home Banking Client program, which constitutes the control amount for the given data, coded by the signature password of the “signatory”.

**Custom installation program identifier** – a code to be used in installing the Spectra or Spectra Light system with the purpose of clearly identifying the system. The identifier identifies the location, i.e. if the Account Owner wishes to use the same client number at more than one location, it shall require the generation of separate identifiers for each location.

**User Manual** – an electronic or printed documentation containing detailed information on the operation, use and services of the given Home Banking System as well as other useful information.

**Installation Package** – includes the Installation Guide, the installation CD-ROM, the Custom installation program identifier and the envelope containing the Initial login password(s).

**BPD file, communication key disk** – a custom tool to identify the Account Owner or the User (e.g. floppy disk).

### 4.2. Copyright

4.2.1. The Account Owner may use as many copies of the Client program as many authorizations he/she was granted, or as many Client programs he/she paid the one-time entry fee for. One licence of the software shall not be used on more than one computer at the same time.

4.2.2. The Account Owner is entitled to make a copy of the software, but the copy shall be used solely for the purpose of safekeeping, protection or archiving.

4.2.3. Use of the Client program shall also include the case where the Account Owner stores it in the random access memory (RAM) of a given computer or installs the software on a permanent data storage unit (hard disk, CD-ROM) of a given computer or network server, unless the copy is stored in a network which is only used for forwarding data to other computers.

4.2.4. The Bank shall transfer the right of use of the software in accordance with the rules of copyright; therefore, the software shall be regarded as a protected product according to laws on copyright, international treaties and the local regulations in each country. Based on the above, the Client program shall be considered as a product protected by copyright. Copying the User Manual or any written or electronic materials provided with the product is not allowed.

4.2.5. The Account Owner is not allowed to transfer the software for use or in possession to third parties, or to grant them a right of disposal over it, but the Account Owner is entitled to transfer its rights deriving from the Service Agreement exclusively to its legal successor in a definitive manner, provided that the Account Owner transfers all copies of

the software and all written materials, and if the recipient enters into an agreement with the Bank.

- 4.2.6. By signing the Service Agreement, the Account Owner shall assume the obligation to preserve the software, the user manual and other information materials provided by the Bank with due care, and to protect them from being used by unauthorized parties, copied, modified or made public.
- 4.2.7. The Account Owner shall be held liable for any damages suffered by the Bank or any third parties due to the breach of the copyright. The Bank shall accept no liability for any damages arising from the unauthorized or improper use of the software. The Account Owner shall be fully liable to pay damages to the Bank in the case of any loss suffered by the Bank due to any damaging of the software, failure to meet any notification obligation, unauthorized use, lending, transfer and/or modification of the software.
- 4.2.8. Should the provision of the service be cancelled by either party, the Account Owner shall be obliged to stop using the system, to delete the software and to return all the tools, data carriers, the User Manual, and any other information materials received from the Bank no later than by the date of termination of the Service Agreement.

#### 4.3. Security

- 4.3.1. The User shall be banned from the system if:
  - a) a wrong login/bank password is entered three times in a row upon login, or
  - b) sending of orders with an incorrect electronic signature of the given User is attempted three times in a row.
- 4.3.2. Following banning, the banned User shall not be able to log on the system even with a correct login password, and the electronic signature generated with his/her correct signature password shall also be refused by the Home Banking System. Banning of the User may be released in the case of Spectra and Spectra Light by the written statement of the Account Owner provided in the form required by the Bank, or in case of MultiCash with the Bank's approval and initialization of a new BPD file. Banning may be avoided if the Service is used properly, which is why the Bank accepts no liability for any damages arising from banning.

- 4.3.3. Electronic signature(s) and the authorization levels assigned to them are verified by the Bank. Home Banking accepts the electronic signature as being correct if after decoding the control amount of the coded data is matching the content of the set of data submitted with the order signed. Accordingly, the system does not accept electronic signatures if:
  - a) a wrong signature password is used when generating the signature, or
  - b) the content of data of the orders is changed following electronic signature.

If the electronic signature is correct, the Bank declines any liability for any damages arising from the use of the system or any unauthorized disposal over the account.

- 4.3.4. If an incorrect password is entered, the CP calls the User's attention to this fact and login shall fail. The CP sends a warning message concerning problems with the electronic signature in case of MultiCash at the time of signing, while in the case of Spectra and Spectra Light only when the order package is sent.
- 4.3.5. The Bank may reject any electronic orders submitted via the CP system that are sent to the Bank's account management system later than 30 days from electronic signature (in case of MultiCash, this only applies to items waiting for remote signature).
- 4.3.6. The User is obliged to change the initial login password following the first login. By knowing the valid password, the User is entitled to unilaterally modify his/her login and signature passwords at any time.

#### 4.4. Spectra and Spectra Light

- 4.4.1. By concluding the Service Agreement, the Bank agrees to execute the orders sent by the Account Owner or the User through the Client Program, and to provide information that is available for inquiry through the Client Program. Registration of the CP – which takes places after an order for registration is submitted – may be done as soon as the signature password is set for the authorized User.
- 4.4.2. The Account Owner shall receive an Installation Guide in a printed form, which contains the most important information needed for the installation of the program. The User Manual containing detailed information on the operation, use and services of the Spectra or Spectra Light system as

well as other useful information is available in an electronic format on the installation CD-ROM, or in the Help menu of the Client Program following installation. The list of services available through the Spectra or Spectra Light system is contained in the prevailing client information related to Spectra or Spectra Light services.

4.4.3.

- a) Specification of authorizations for the User(s) to dispose of accounts is made by a so-called authorization score. The authorization score may be specified for each account. In order for the Bank to accept an order, the score of the User signing the order must be at least 10, and if there are several signatories, their total score must be at least 10 (e.g. two signatories should have 5 points each). If the score is zero, then the User, having a log-in Password, shall only have a right of inquiry.
- b) For sending orders through a free-format letter or any kind of letter as specified in the prevailing client information, it is needed to determine the 'score for signing letters' or score for corporate signature on the form provided by the Bank. To the score(s) of signature(s) of the User(s) the above provisions shall apply. The prevailing Client Information shall specify whether the verification of authorizations to sign for a given order type shall be done on the basis of a so-called 'score for signing letters' or based on the authorization score set for the given account. In the case of business partnerships, the right of corporate signature or the right for signing letters may only be granted to the authorized representatives of the company. If client programs with version numbers below V5.10-01 are used, in the case of orders for deposit making, cancellation of deposit, cash delivery or Investment Funds, the verification of signature authorizations is also performed on the basis of the so-called 'score for signing letters', meaning that in the case of business partnerships such orders may only be submitted by the authorized representatives of the company.  
In a free-format letter, no orders, instructions regarding any account or any other instructions may be submitted which could otherwise be forwarded directly within the system, using a function available to the given user. This does not apply to the customs duty (customs and community tax), and to transfer orders concerning the payment of customs deposit, regarding which the customs authority has a right to online inquiry. The Bank shall execute incoming orders according to its business regulations, and

shall disregard any letters whose contents are not in line with or conflict with its business regulations.

- c) If the Account Owner granted the User a right of inquiry extending to all accounts – in the Agreement or on the form specifically designed for this purpose –, then the User shall have the right to make inquiries regarding account balances, transactions history and account statements for any current and future accounts of the Account Owner (including bank accounts, client accounts, deposit accounts and credit accounts, as well). The "right of inquiry extending to all accounts" does not include securities accounts. Rights of inquiry or disposal over securities accounts shall be regulated on an individual basis.
- d) Balances of deposit accounts as well as the details of individual fixed deposits are accessible for inquiry without any special setting of authorizations to Users who have at least a right of inquiry over the account in which the deposit was made.
- e) If the set of data in a given order does not have the necessary electronic signature(s) worth at least 10 points, the program shall call the User's attention to this fact upon submission of the order while rejecting the order as well as its execution. The Bank shall accept no liability for any damages arising from such procedures.

4.4.4. During the use of the system, the Bank allows for the downloading of account statements to a PC.

4.4.5. The system enables the use of so-called templates which facilitates the completing of orders submitted in favour of beneficiaries to whom the Account Owner initiates transfers frequently. The system saves the templates by Account Owners; therefore, if a User saves a template, such template may also be managed by another User belonging to the same Account Owner.

4.4.6. The Account Owner acknowledges that the Bank shall only consider an order submitted if it is successfully sent to the Bank's server. On the screen of the CP, a confirmation message shall appear if the order was received by the Bank's computer. The Bank shall be entitled to reject any order which, on the basis of these General Terms and Conditions or the special business regulations pertaining to different transaction types of credit institutions, cannot be executed. The status of orders may be retrieved in the menu item 'Sent orders'.

- 4.4.7. The Bank may reject any orders that are sent to the Bank's account management system later than 30 days from signature.
- 4.4.8. The Account Owner may initiate transfer orders in HUF to the benefit of a Payment account maintained with a Hungarian credit institution only by completing a domestic HUF mask (data input field), and transfer orders in a foreign currency only by completing the foreign currency transfer mask. The Bank reserves the right not to execute HUF transfer orders to credit a Payment account maintained with a Hungarian credit institution if the foreign currency transfer mask was completed, and foreign currency transfer orders if the domestic HUF mask was completed, and such orders may be cancelled by the bank upon notification of the Account Owner on this fact. The Bank shall not be liable for any damages or consequences arising from the non-execution of such orders.
- 4.4.9. Transfer orders in HUF to the benefit of a Payment account maintained with a foreign credit institution shall qualify foreign currency transfer orders, so they may only be submitted to the Bank by the Account Owner completing the foreign currency transfer mask.

**4.5. Multicash**

- 4.5.1. The Bank delivers the Client program by installing it to the personal computer of the Account Owner together with the User Manual. The description of the Client program and the rules of its use are contained in the User Manual, and the essential technical conditions for the use of the program are included in the Client Information attached as an Annex to the MultiCash Service Agreement. Upon installing the Client program, the Bank shall provide a one-time training free of charge to the staff of the Account Owner.
- 4.5.2. For a fee agreed upon, the Bank shall deliver the program packages ordered together with the program manual and the communication key disk or signature disk(s), and shall ensure the maintenance of the Client program.
- 4.5.3. The maintenance service of the Bank includes:
  - delivering the latest version of the software approved by the Bank,
  - delivering the modifications to the current version of the software,

- delivering any new documentation,
- hotline service during working hours (Monday – Friday: 7.30 – 18.10)

The Account Owner shall pay the fee of all other maintenance services related to the MultiCash service, not included in the above list and provided by the Bank or by a third party on behalf of the Bank. Such fees are payable to the Bank within 8 days from receipt of the invoice.

- 4.5.4. The identification of the Account Owner authorized to avail of MultiCash services is ensured jointly by the communication key disk (BPD file) provided by the Bank, the bank password, and the Electronic signature. The Account Owner may decide at its own discretion and risk to whom and under what conditions it provides access to the MultiCash system.
- 4.5.5. Upon the first login to the system, the Account Owner or the User granted an access right to the MultiCash system by the Account Owner shall change his/her password and define a so-called bank communication password, or, when using an Electronic signature, set the Signature passwords, too. After the initialization(s) the Account Owner shall be able to use the MultiCash Service within the limits of his/her authorization level.
- 4.5.6. The Account Owner shall keep a computer protocol for all order files, archive such protocol and submit it to the Bank upon request. The computer protocol is generated by the program automatically. Turning off this function or deleting the computer protocol is not allowed.
- 4.5.7. If there are any problems or disputes that cannot be resolved by phone or at a meeting in person, objections can be submitted in all cases by sending a copy of the so-called computer protocols to the Bank.

**5. Electronic Banking Services III. (UniCredit Mobile)**

**5.1. Definitions added to Section I. 2 (Definition) of the Terms and Conditions**

**UniCredit Mobile application:** Shall mean the software downloadable by anyone from the app store belonging to the operating system of the relevant mobile device (application). Without activation, the application grants access to general information on the Bank. For the use of the UniCredit Mobile



service, in addition to downloading the application, activation of the UniCredit Mobile service is required.

**Activation:** Shall mean the procedure that enables the User to use the UniCredit Mobile service.

**User ID:** Shall mean a series of characters identifying the User that have not been used by any other user, which is required to use the UniCredit Mobile service for the first time following the installation of the application on the mobile device.

**Activation code:** A 16-digit series of characters required for the first login into the UniCredit Mobile service.

**Security code, PIN (Personal Identification Number) code:** A series of a minimum of 6 and a maximum of 16 numeric characters required for further logins to the UniCredit Mobile service and for the authentication of the instructions. The PIN code equivalent to the specimen signature of the Account Holder and of the person authorised to give instructions on the account submitted to the Bank and accepted by the Bank.

**Transaction limit:** Shall mean the highest amount for which the User can place an order through the UniCredit Mobile service. The transaction limit applies to all transactions initiated through the UniCredit Mobile service involving direct debits, except for deposit placement orders and direct debit authorisations.

**Daily limit:** Shall mean the highest amount for which the User can place an order on any given day through the UniCredit Mobile service. The daily limit applies to all transactions initiated through the UniCredit Mobile service involving direct debits, except for deposit placement orders and direct debit authorisations.

**Deactivation:** shall mean the procedure leading to the termination of the opportunity to use the UniCredit Mobile service for every account of the Account Holder kept by the Bank.

## 5.2. Activation of services

5.2.1. The Bank provides the UniCredit Mobile service to its customers having a payment account contract and/or a credit card agreement, or – if the Service allows for the disposition over securities accounts – a consolidated securities account agreement with the Bank. To be able to use UniCredit Mobile services, the activation of the services is required.

The activation can take place in the following:

- a) in a branch
- b) via Telefonbank
- c) via UniCredit Mobile application

### 5.2.2. Activation in a branch

5.2.2.1. The UniCredit Mobile service can be activated in any branch. The activation requires the personal attendance of the Account Holder, and if the service is activated to Users other than the Account Holder, than that of the relevant Users as well.

5.2.2.2. In the activation, the Account Holder and the User complete and sign the User Data Sheet. The User Data Sheet must indicate the products covered by the service and the amounts of the transaction limit and the daily limit. The User Data Sheet contains, furthermore the User ID and the telephone number where the Bank sends the SMS containing the Activation code required for the first login into the UniCredit Mobile service.

5.2.2.3. After the receipt of the User Data Sheet, the Bank provides the opportunity for the Account Holder/ User to log into the UniCredit Mobile services system with the Activation code on the next banking day at the latest.

### 5.2.3. Activation via Telefonbank

5.2.3.1. The UniCredit Mobile service can also be activated via Telefonbank. Activation is possible in the time frame set out in the UniCredit Mobile Customer Information that is an integral part of these General Terms and Conditions effective at all times. In this case, activation is conditional upon the proper identification of the Account Holder, – for enterprises the executive officer using Telefonbank –, in the Telefonbank system. In the activation process, the products covered by the service and the amounts of the transaction limit and the daily limit must be specified, as well as the telephone number where the Bank sends the SMS containing the Activation code required for the first login to the UniCredit Mobile service. During the activation a Bank employee discloses the User ID to the Account Holder. The Account Holders can activate the service via Telefonbank only for themselves, and for enterprises for the representative requesting activation via the Telefonbank; activation for further User(s) is not possible.

5.2.3.2. After the conversation regarding to the activation in the Telefonbank system that records all required data, the Bank provides the opportunity for the Account Holder to log in to the UniCredit Mobile



Services system with the Activation code on the next banking day at the latest.

5.2.4. Activation via UniCredit Mobile application

5.2.4.1. Customers having SpectraNet (Internet Banking or Mobile Banking) User ID and using SMS authentication for their orders may activate UniCredit Mobile service directly via the UniCredit Mobile application. Account Holders may activate the service in this manner only for themselves, Activation for further User(s) is not possible. During the Activation the Account Holder is identified based on the SpectraNet User ID provided by the Account Holder and the log-in Password related to such User ID. Activation is possible from the date and in the time frame set out in the UniCredit Mobile Customer Information that is an integral part of these General Terms and Conditions effective at all times.

5.2.4.2. Account Holder acknowledges that UniCredit Mobile application is an electronic channel considered as identified electronic way ('azonosított elektronikus út'), which enables the Bank and the Account Holder to conclude contracts with each other via electronic way. Contracts concluded in this manner are considered as contracts executed in writing. UniCredit Mobile application may be used for the purposes of concluding the contract for using the UniCredit Mobile service (i.e. the activation of the service) as well as contract(s) for other service(s) as defined in the prevailing UniCredit Mobile Customer Information inseparably attached to the present General Terms and Conditions.

5.2.4.3. When activating via UniCredit Mobile application, the Account Holder has to provide (enter into the application) his/her SpectraNet User ID and log-in Password. If the identification of the Account Holder is successful based on the identifiers provided, the application displays the contractual offer of the Bank regarding the UniCredit Mobile service, which the Account Holder shall review, understand and in case of consent the Account Holder shall make his/her declaration in terms of concluding the contract for the UniCredit Mobile service (i.e. acceptance of the offer of the bank) within the application, in an electronic way. After making the declaration of acceptance, the Bank shall send an SMS containing the Activation code for the first log-in to the same telephone number where the SMS with the single-use passwords

are being sent for the authentication of orders made by the Account Holder via SpectraNet. Then – during the validity of the Activation code – the Bank ensures for the Account Holder the first log-in to the UniCredit Mobile service.

5.2.4.4. The contract for UniCredit Mobile service enters into force when the Account Holder's declaration of acceptance made in an electronic way becomes available to the Bank. The Account Holder's declaration of acceptance is confirmed immediately by the Bank in form of an in-app message.

5.2.4.5. In case of activating the UniCredit Mobile service via UniCredit Mobile application, the service shall automatically involve all of the accounts held by the Bank based on Payment accounts agreement concluded with the Account Holder, and – if the service allows for the disposition over these accounts, then – all of the accounts held by the Bank based on the credit card agreement, and/ or the consolidated securities account agreement concluded with the Account Holder. However, if the Account Holder is already entitled to use the service as a result of a previous activation (e.g. in case of activation on further mobile devices), then neither the scope of accounts accessible via the service, nor the Daily limit/Transaction limit defined for the service previously, nor the accidental restriction given as per Section 5.3.9. shall be modified by further activations.

5.2.4.6. Contract(s) concluded via UniCredit Mobile application as identified electronic way, declaration(s) made by the Account Holder in such way, and the information given by the Bank to the Account Holder in such way shall be placed in the mailbox of the application, and/or shall be sent to the Account Holder as in-app message. Account Holder can access these documents within the application anytime until the Deactivation or other kind of cessation of the service.

5.2.5. The Bank will only send text messages containing Activation codes to mobile phone numbers belonging to the networks of domestic GSM service providers.

5.2.6. The Activation date is the day when the User logs in to the UniCredit Mobile system by using the Activation code (in case of multiple Users, the User logging in the earliest).

**5.3. The use of the system and its services**

- 5.3.1. The use of the UniCredit Mobile service starts on the Activation Date and ends on the Deactivation Date.
- 5.3.2. The technical conditions for access to the UniCredit Mobile service are set out in the UniCredit Mobile Customer Information (hereinafter: Customer Information) that is an integral part of these General Terms and Conditions effective at all times. In the event of using a different technical environment from the one set out in the Customer Information, the Bank provides no guarantee of the faultless operation of the UniCredit Mobile service. The Customer Information effective at all times contains the products/services accessible through the system, as well as the customer groups that can activate the UniCredit Mobile service.
- 5.3.3. To log in to the UniCredit Mobile service – apart from downloading the UniCredit Mobile application – for the first time, the Activation code sent in SMS during the activation process and – except for activation via UniCredit Mobile application – the Used ID must be typed in. After this, the Users specify their own secret PIN code and for further log ins only this PIN code needs to be typed in. If the mobile device is suitable for that, User can allow for his/her own responsibility that in case of log-ins (except for the first log-in), instead of providing PIN code, the authentication of the User shall be performed by the mobile device based on fingerprint identification. Bank shall bear no responsibility if as a result of that any unauthorized third persons get access to the data stored in the application.
- 5.3.4. On a specific mobile device, the UniCredit Mobile service can only be activated to a single User.
- 5.3.5. The authentication of payment orders given in the UniCredit Mobile service takes place by typing in the PIN code.
- 5.3.6. Forms of payment orders
  - 5.3.6.1. Where the person with disposal rights issues a payment order to the Bank electronically (hereinafter: electronic order), the Parties consider the time established by the Bank's IT system as time of receipt by the Bank. For the receipt rank of the electronic orders, the rank within the file as received by the Bank applies.
  - 5.3.6.2. Electronic orders, where under the Framework agreement or legislation the Account Holder or Third party is required to submit a document, or the Bank or a third party is required to examine documents, can only be performed subject to the prior fulfilment of these obligations.
  - 5.3.6.3. The Bank may set limits for the range of electronic orders and their amount in the List of Conditions and in the General Terms and Conditions. The Bank is entitled to amend the limits unilaterally, to the detriment of the Account Holder, as set out in these General Terms and Conditions.
  - 5.3.6.4. The content and the time of the payment order given by the person with disposal right is certified by electronic data.
  - 5.3.7. The User will be obliged to change the PIN code provided if they learn or suspects that an unauthorised third party has learned the PIN code. For even more secure use, it is recommended to change the PIN code at least every 30 days.
  - 5.3.8. The program running on the Bank's server will verify if the PIN code submitted upon the given User accessing the system at a given time and upon sending orders to the Bank is identical to the PIN code registered on the Bank's server in an encrypted form. If there is a difference between the two code series, the server rejects access to the system and the authentication of the order. The Bank will consider, in all circumstances, the transactions initiated provably by a given User gaining access by a User Identification and authenticated by the PIN code used by the User as if they were initiated by the authorised User of the system. The Bank does not examine the authority of the User of the User Identification and of the PIN code for use of the mobile device and/or the User ID and the PIN code or the circumstances of use. The Bank will bear no responsibility for any damage incurred to the Account Holder or any other persons arising from transactions initiated by using the User ID and authenticated by the PIN code used in connection with it but originating from an unauthorised person.
  - 5.3.9. During the activation process (except for activation via UniCredit Mobile application), the Account Holder can specify if, for a certain product(s), no debit order can be given via the UniCredit Mobile service or when, for certain product(s), no crediting

can take place as a result of transfers between their own accounts.

5.3.10. The Account Holder is required to make a declaration on the dedicated form if they wish to change the products in the UniCredit Mobile service (including the involvement of a newly opened account), wish to amend the person or authorisation of the Users or the transaction limit or the daily limit or to change the possibility to credit/debit for certain products. The Account Holder is entitled to amend the listed conditions of the service via the Telefonbank – after the proper identification of the Account Holder, and for enterprises the executive officer using the Telefonbank –; however, no new User can be specified via the Telefonbank.

5.3.11. In the UniCredit Mobile system, so-called templates can be set up that facilitate the completion of the orders to beneficiaries who are frequently used by the User for orders.

5.3.12. The Account Holder acknowledges that the Bank will consider only those transfers as submitted orders which were successfully sent to the Bank's server. After sending the order, a receipt message will appear on the screen of the relevant mobile device if the order was received by the Bank. Where, amongst the orders submitted, there are orders rejected by the Bank (e.g. due to faulty signature password or the necessity of further signatures), a message is displayed with the list of the rejected orders and the reasons for the rejection. The Bank is entitled to reject orders where they cannot be fulfilled under these General Terms and Conditions or the specific business rules on various credit institution transaction types. The Bank will not be liable for any damage caused by such procedures. The status of an order can be queried through the 'Sent orders' Menu point.

#### 5.4. Security

5.4.1. The User will be automatically barred from the UniCredit Mobile system if a user tries to access the UniCredit Mobile system with a PIN code not complying with the User Identification three times in a row, or if a user tries to authenticate an order three times in a row with a PIN code not complying with the User Identification. The barring of the User can be lifted based on the written declaration of the User in the form expected by

the Bank or through the Telefonbank following identification.

5.4.2. By using the Service properly, barring can be avoided, therefore the Bank is not responsible for any damage arising from barring/blocking.

5.4.3. The Bank uses the Transaction and Daily Limits specified by the Account Holder, which cannot exceed the maximum amount of each limit.

The maximum amount of the Transaction Limit is HUF 10,000,000 (or an equivalent amount of foreign exchange) from which variations may only be possible by individual agreement.

Unless it is otherwise provided in the List of Conditions or the Announcement for the relevant product, the maximum amount of the Daily Limit is HUF 10,000,000 (or an equivalent amount of foreign exchange) from which variations may only be possible by individual agreement. The system will check the Daily Limit when the order is submitted to the Bank and, based on this, will reduce the amount of the user's Daily Limit on the orders that can be issued via the UniCredit Mobile service by the amount of the order on the day of its submission.

5.4.4. The Account Holder acknowledges that if the Bank changes the maximum amount of the Transaction / Daily Limit and the limit specified by the Account Holder exceeds it, the limit amount shall be changed without amending the individual Agreement to the standard limit of the Bank as of the date of the change becoming effective.

5.4.5. If the Account Holder or the User does not specify a Transaction Limit or a Daily Limit on the Bank's dedicated form, or the Account Holder has activated the service via UniCredit Mobile application (regarding section 5.2.4.5. as well), the disposal can take place and instructions can be given up to the default amount in the UniCredit Mobile service. The default Transaction Limit as set out by the Bank is, for HUF payment accounts HUF 200,000, the Daily Limit is HUF 500,000, and for payment account held in EUR, EUR 1,000 and EUR 2,000, respectively.

5.4.6. The Bank executes orders only up to the amount of the limit specified, and refuses the execution of orders above these amounts. The Transaction and the Daily Limit can be modified by the Account

Holder based on the written declaration of the Account Holder in the form expected by the Bank or through the Telefonbank following the identification.

- 5.4.7. The User acknowledges that the Bank shall have the right, with regard to the protection of the account holders, to restrict the Transaction and Daily limits with immediate effect in respect of UniCredit Mobile service unilaterally, even without any prior written notice to the Account Holder or the User, subject to a simultaneous notice sent via the system, if such a measure seems reasonable with regard to the risks of banking operations, including in particular mass or targeted phishing attacks.

### 5.5. Deactivation

- 5.5.1. If the Account Holder chooses not to maintain the UniCredit Mobile service for any product, it is required to notify the Bank thereof by completing the dedicated form or via the Telefonbank, after proper identification.

- 5.5.2. Following the submission of the form, or the notification made via Telefonbank, the Bank shall terminate the possibility of using the UniCredit Mobile service for each account of the Account Holder within one working day (the Deactivation date).
- 5.5.3. Upon Deactivation, the opportunity to use the UniCredit Mobile service will cease for each User. The Account Holder undertakes to notify the Users associated with it of the Deactivation.
- 5.5.4. In case of Deactivation, or other kind of cessation of the framework agreement related to UniCredit Mobile service, the Account Holder has to arrange the electronic documents to be downloaded and saved in properly authentic form. In this case Bank shall provide the electronically stored documents free of charge for the Account Holder.
- 5.5.5. After the Deactivation the Account Holder is entitled to re-activate the UniCredit Mobile service at any time.

## III. SPECIAL PROVISIONS REGARDING CERTAIN FINANCIAL AND ADDITIONAL FINANCIAL SERVICES

### 1. Payment Account maintenance

#### Conclusion of the framework agreement, main rights and liabilities of the parties, preliminary information, persons with rights of disposition, main components of the Framework Agreement

- 1.1. Based on the written payment account agreement and payment service agreement (hereinafter: Payment account agreement) concluded with the Account Owner, the Bank undertakes to open and keep a Payment account (hereinafter: bank account) to handle the Client's financial transactions and pay a certain amount of money to the beneficiary on the Client's order, while the Client undertakes to pay the counter-value of such services. Under the Payment account agreement the Bank shall manage and register the Funds owned by the Account Owner, execute regular payment orders and perform payment transactions against such funds (and in general, in connection with the Payment account), pay interest on the account balance according to an agreement or as per the relevant List of Conditions, and inform the Account Owner of the amounts credited or debited to the Payment account as well as of the

balance thereof. The Account Owner agrees to pay the counter-value of services, to make funds available in order to cover the payment orders given against the Payment account prior to their execution, and to pay the amount undertaken by the Bank to be refunded.

- 1.2. Identification of the Payment account used for the execution of payment transactions is based on the Account Owner's full or abbreviated name and individual Payment account number. The prerequisite for opening a Payment account is the presentation of documents prescribed by law. Bank accounts opened for registering the money instruments related to the business activity of the Bank's Clients who are domestic legal entities, private individuals subject to value added tax and sole traders shall be handled by the Bank – unless otherwise agreed upon by the parties – as a Cash Account, except the accounts in which the Bank manages the money instruments of the Account Owner over which the latter has no free right of disposal (e.g. custody account, security deposit account, collateral account, or any amounts due to another person upon any other legal title or based on a separate agreement).

- 1.3. The Bank shall accept dispositions on the a Payment account in compliance with the Signature Card from the Client as Account Owner.
- 1.4. The Bank is entitled to change the number of the Client's Payment account by notifying the Client of this fact at least 30 days in advance.
- 1.5. The Bank shall regard the Account Owner as the sole person authorized to dispose of the bank account, unless the Client gives a written authorization to a third person to dispose of the account and notifies the bank of this authorization. The right of disposal and any transfer of such right shall otherwise be subject to the provisions relating to representation. If the Client deceases, the right of disposal of the person having an authorization or a right of disposal over the account shall cease (on the day the fact of death is established). After the Bank obtains knowledge about the Client's death by any means, it shall be entitled to suspend the right of disposal of the authorized person(s) or of the person(s) having a right of disposal over the account at its own discretion until obtaining trustworthy evidence on the fact of death.
- 1.6. The instruction shall contain the precise full and abbreviated name of the Client, the number of the account concerned, and the signature of the person(s) authorized to give the instruction, which must be identical to the specimen signature provided, and, depending on the nature of the instruction, the information prescribed by the Bank or by law, necessary for the order to be executed.
- 1.7. Should the Client provide the authorization or instruction related to the Payment account in a manner that is not customary at the Bank, but is otherwise compliant with its format and content requirements, the Bank may, based on its judgment, perform the instruction.
- 1.8. The Account Owner may grant rights of disposal over the Payment account to third parties in the manner specified in contract provisions for the specific services related to the Payment account as well as in the bank card agreement concluded with the Bank. The Bank shall not examine the relationship between the Account Owner and the authorized person.
- 1.9. The proxy, any amendment thereto and the termination thereof shall be signed by the Account Owner in the same manner as it appears on the Signature Card. The exact content and period of validity of such proxy shall be determined by the Account Owner. Until any modification or termination of the proxy, the authorized person – within the scope of the proxy – shall be granted the rights and bound by the obligations of the Account Owner's authorized representatives.
- 1.10. In contrast to the provisions of the section "Representation" of these Terms and Conditions, the Account Owner may grant rights of disposal over the payment account to third parties also on an 'ad hoc' basis. Such an 'ad hoc' proxy may be accepted by the Bank, provided that it is put into a public document or a private document providing full evidence. In the event of any suspicion, any inaccuracy in the data of the proxy issuer or the proxy holder or in any other important items of the proxy, or any unclear information or any suspected abuse, the Bank shall be entitled to refuse the execution of payment orders submitted based on such a proxy, and to call upon the proxy issuer to make a new statement.
- 1.11. Rights of disposal of the proxy holder shall not entitle him/her to make any legal statements to assign new proxy holders, or to change or terminate the authorizations of any proxy holders.
- 1.12. The Bank shall not be liable for any delayed or faulty execution if this was due to any wrong, insufficient or inconsistent information in the payment order or notification of the proxy holder, or to any failure to provide notification on changes in his/her data submitted.
- 1.13. The Bank shall examine the presence and authenticity of signatures on payment orders by comparison with the ones provided on the Signature Card. Any legal entity being an Account Owner shall acknowledge that in its relations with the Bank, the company stamp potentially used by it shall solely serve to state the name of the company, and the Bank shall not examine the presence, form or content thereof nor assume any liability for doing so. If the payment order bears a signature different from the one given on the Signature Card, the Bank shall return the payment order unfulfilled to the sender by stating the reason, or may choose to request a confirmation over the phone at its discretion. The Bank shall be entitled to record such phone confirmation, to which the Account Owner gives his/her consent by accepting this Framework Agreement. Any changes of which the Bank is notified shall be taken into account by the Bank from the date of confirmation of such notification.

1.14. Cash may be deposited or withdrawn in the branch offices of the Bank at the cash desks. In addition, Clients holding bank cards may also avail of the automatic teller machines (ATM), or use the cash desk of another payment services provider providing such service.

In case of cash withdrawal, the Bank shall require proof of the identity of the person making withdrawal, and of his/her authorization to withdraw cash. Cashier hours: according to the opening hours of the branch office. The Bank reserves the right to occasionally deviate from the cash-desk hours published, by complying with the provisions of the law. The Client's obligations regarding preliminary notification on intended cash withdrawals as well as value limits are contained in the prevailing List of Conditions. With respect to cash deposits made at the cash desk, the Client shall be liable for the accuracy and veracity of the legal title specified for the payment, and the Bank shall not examine it unless it is bound to do so by law. Should the money the Client intends to deposit be or seem to be forged or counterfeit, the Bank shall take it down on record, withdraw the said money from circulation and send it to the National Bank of Hungary (MNB) for investigation without delay. The receipt of such money – whether prior to the conclusion of the investigation or when the MNB ascertains that the money is forged or counterfeit and withdraws it from circulation – shall not give rise to any financial claim on the part of the Client. The Bank shall notify the Client by phone in the event of a suspected or actual fraud or security threat detected by the Bank. In case the suspected or actual fraud or security threat affects a large number of Clients, the Bank shall publish relevant information on its website or the electronic entrance page of the Bank's services.

1.15. The Bank shall perform funds transfer transactions exclusively in forint or in convertible foreign currencies.

1.16. The Bank shall pay interests for the claims registered in the Client's Payment account according to the prevailing List of Conditions and shall settle it in the account by the due date set in the List of Conditions without any special instruction of the Client.

1.17. The bank calculates the interest paid to the Client on the basis of the number of calendar days, using the following formula:

$$\text{interest} = \frac{\text{principal} \times \text{interest rate (\%)} \times \text{number of calendar days}}{36\,500}$$

1.18. The Bank shall charge the fees and commissions specified in the prevailing List of Conditions for managing the Client's accounts and for effecting cash transactions therein. Such fees and commissions shall be debited by the Bank to the Client's Payment account on the due date specified in the List of Conditions, without any special instruction of the Client.

1.19. Unless otherwise agreed between the Bank and the Client, on each Bank Business Day when there is any debit or credit entry in the Client's Payment account, the Bank shall prepare and send a bank account statement – qualifies also as "egyenlegközlő" as defined in the Civil Code – of such debit and credit entries and balance of the account of such debit and credit entries to the Client on paper or, based on a separate agreement, electronically.

1.20. The Payment account agreement is concluded for an indefinite period of time as a Framework Agreement, and as such it shall contain not only the conditions of opening accounts but also all essential conditions for future payment orders and payment transactions.

1.21. Deleted provision.

1.22. Deleted provision.

1.23. Deleted provision.

1.24. Deleted provision.

1.25. Deleted provision.

1.26. Deleted provision.

**Payment transactions, payment orders and methods of payment**

1.27. Any payment transaction – except official transfers and summons for transfers – shall only be executed if the paying party approved it in advance (or subsequently, in the cases specified in the Payment account agreement).

1.28. Methods of payment that can be applied in payment transactions are cash payment, payment between Payment accounts, cash payment related to the Payment account, and payment without Payment account; more specifically:

- a) **Methods of payment between Payment accounts:**
  - aa) transfer,
  - ab) collection,



- ac) payment initiated by the paying party through the beneficiary,
- ad) documentary credit (letter of credit).
- b) Methods of cash payment related to the Payment account, in particular:
  - ba) issuance and cashing of cheques for payment in cash,
  - bb) cash deposit in payment accounts,
  - bc) cash disbursement from payment accounts.
- c) Methods of payment without Payment account, in particular:
  - ca) cash transfer.

Detailed rules of the above-listed methods of payment are governed by the MNB's decree No. 35/2017. (XII. 14.) on cash transactions.

**Main features of the services related to methods of payment to be applied in payment transactions in the case of methods of payment between Payment accounts:**

**Transfers, general rules for transfers**

- 1.29. By submitting a payment order for bank transfer (transfer order), the Account Owner as paying party gives an instruction to the Bank to transfer (settle) a given amount against his/her Payment account in favour of the beneficiary's payment account.
- 1.30. The transfer order shall be submitted by the Account Owner as paying party to the Bank as payment service provider managing the Account Owner's Payment account.
- 1.31. Based on an agreement with the payment service provider, the transfer order may also be submitted with a debit date.
- 1.32. If the date specified as debit date does not fall on a working day, or there is no such a date in the given month, then the following working day shall be considered as debit date.

**Transfers, specific rules for transfers**

**Batch transfers**

- 1.33. In case of batch transfer, the Account Owner as paying party – based on an agreement concluded with the Bank as the Account Owner's payment service provider – may submit transfer orders having the same legal title but directed to different beneficiaries in the form of batches, at the place and in the manner set out in the framework agreement. The payment service provider managing the account of the beneficiary shall inform the payment service provider managing

the payment account of the paying party about any non-performance (failed crediting) of the batch transfer order as well as about the reason thereof. The payment service provider managing the payment account of the paying party shall forward such notifications (failed orders) to the paying party electronically.

**Standing order**

- 1.34. By submitting a standing order, the Account Owner as paying party gives an instruction to the Bank to transfer a given amount regularly, on fixed dates (debit dates). The Bank shall execute the standing order as long as such order is not withdrawn by the Account Owner as paying party, or until the last date of performance specified in the order expires.

**Official transfers and summons for transfer**

- 1.35. In judicial enforcement procedures, administrative enforcement procedures and tax execution procedures, financial claims shall be settled through the respective action of the party authorized to issue official transfer orders or summons for transfer by means of official transfer or in accordance with the instructions of the summons for transfer.
- 1.36. In case of official transfer, the payment service provider of the paying party shall debit the payment account of the paying party with a given amount that shall be credited to the payment account specified by the issuer of the official payment order.
- 1.37. If any Client who is an Account Owner is entitled to issue official transfer orders, he/she may initiate an official transfer through the Bank, which shall be obliged to forward it to the payment service provider of the debtor in the official transfer transaction.
- 1.38. In the case of official transfers and transfers based on summons, the Account Owner as paying party shall not be entitled to exercise any right to adjustment.
- 1.39. Receipt of the official transfer order shall not be refused either by the paying party or by the payment service provider of the party entitled to initiate official transfers.
- 1.40. Financial claims to be settled according to the instructions of official payment orders or summons for transfer shall be governed by these Terms and Conditions as well as by the MNB's decree No. 35/2017. (XII. 14.) on cash transactions.

## Domestic transfers in HUF

### Bank transfers or transfers between accounts within the Bank

- 1.41. Main features of the service: In executing transfers in HUF initiated by a client to the benefit of another client, or transfer orders to be performed between the client's own accounts, the Bank shall debit the payment account of the paying party and credit the payment account of the beneficiary.
- 1.42. Data and individual identifiers necessary to execute payment orders: Number of the account to be debited, name of the paying party, amount to be transferred, currency of the transfer (always HUF), Payment account number of the beneficiary, name of the beneficiary.

### GIRO (transfer)

- 1.43. Main features of the service: The GIRO transfers are performed in the intraday or overnight settlement system of the GIRO, the orders are executed by the Bank as it is set out in the List of Conditions. Transfer orders in HUF initiated by the client shall be forwarded by the Bank through the Interbank Clearing System operated by GIRO Elszámolásforgalmi Zrt to the beneficiary's payment service provider.
- 1.44. Data and individual identifiers necessary to execute payment orders: Number of the account to be debited, name of the paying party, amount to be transferred, currency of the transfer (always HUF), Payment account number of the beneficiary, name of the beneficiary. The order shall not be qualified as domestic HUF transfer order if the order was submitted as domestic HUF transfer order but the currency of the Payment account to be debited or to be credited is different from HUF and therefore the data other than those specified in this section plus the comments shall not be considered by the Bank.

### VIBER

- 1.45. Main features of the service: Transfer orders in HUF initiated by the client shall be forwarded by the Bank through the VIBER (Valós idejű bruttó elszámolási rendszer; 'Real Time Gross Settlement System') operated by MNB to the beneficiary's payment service provider.
- 1.46. Data and individual identifiers necessary to execute payment orders: Number of the account to be debited, name of the paying party, amount to be transferred, currency of the transfer (always HUF), Payment account number of the beneficiary, name of the beneficiary.

- 1.47. The Bank shall credit incoming amounts received through VIBER to the benefit of the Client within 2 hours from the time the amount is credited to the Bank's account, and shall do so with the same value date, in order that the incoming amount may cover the Client's payment orders of that day. Should the incoming amount transferred through VIBER be credited to the Bank's account after the closing time of VIBER Client items, the Bank shall make the credit entry with the same value date but at the time specified in the prevailing provisions of law and regulations on cash transactions.

- 1.48. Upon the Client's written request, the Bank shall execute the Client's Order through VIBER (Valós idejű bruttó elszámolási rendszer; "Real Time Gross Settlement System", hereinafter: VIBER). The Bank shall only receive payment orders for execution via VIBER that are denominated in forints and directed to a beneficiary which maintains an account with another domestic bank being a VIBER member. In the prevailing List of Conditions, the Bank defines detailed rules relating to the time of acceptance and execution of Orders.

### Batch transfer

- 1.49. Main features of the service: Transfer orders in HUF initiated by the client shall be credited by the Bank to the beneficiary's account maintained with the Bank or forwarded by the Bank through the Interbank Clearing System operated by GIRO Elszámolásforgalmi Zrt to the beneficiary's payment service provider. The amount debited shall appear in the account of the paying party as a single amount.
- 1.50. Data and individual identifiers necessary to execute payment orders: Number of the account to be debited, name of the paying party, and for each transfer: the amount to be transferred, currency of the transfer (always HUF), Payment account number of the beneficiary, name of the beneficiary, legal title of the transfer.
- 1.51. Batch transfer orders shall only be accepted by the Bank through an electronic banking system.

### FX and international HUF transfers

- 1.52. It refers to any transfer order whose execution affects at least one currency other than forint, as well as to any HUF transfer orders in which the payment service provider of the beneficiary provides such services outside the boundaries of the Hungary.

**FX bank transfers or FX transfers between accounts within the Bank**

1.53. Main features of the service: In executing transfers in foreign currency initiated by a Client to the benefit of another client, or transfer orders to be performed between the Client's own accounts, the Bank shall debit the payment account of the paying party and credit the payment account of the beneficiary.

**FX and international HUF transfers outside the Bank**

1.54. Main features of the service: Transfer orders initiated by the Client shall be forwarded by the Bank to the beneficiary's payment service provider through the settlement mechanisms available to and agreed upon by the Bank, provided to its clients, in compliance with contract provisions and/or general terms and conditions applied by such systems.

1.55. Common rules regarding the data and individual identifiers necessary to execute payment orders: In FX transfer orders, the Client shall select or enter as a minimum the data to be compulsorily provided in the appropriate fields of the forms or of the order mask available in the electronic banking system. In particular the following data are needed:

- Currency of execution / transfer (with a 3-character ISO code),
- Amount,
- Currency of the amount (with a 3-character ISO code), or if such data are not contained in the order, then the Bank shall consider the currency of execution to be the currency of the amount, as well.
- Account to be debited,
- Name and address of the paying party,
- 8- or 11-character BIC (SWIFT) code of the beneficiary's payment service provider – if such code exists, it must be provided.
- Name and address of the beneficiary's payment service provider
- Beneficiary's account number, in IBAN (International Bank Account Number) format, provided that IBAN account number format exists in the country of the beneficiary.

Name and address of the beneficiary

1.56. If the BIC (SWIFT) code is entered, the Bank performing the order shall consider it as primary information, and disregard the name and address of the beneficiary's payment service provider specified next to the BIC code. If the beneficiary's payment service provider has no BIC (SWIFT) code, the "Bank ID number" usually applied in the given country may also be entered in

the appropriate field of the order. In this case, the bank ID number shall be filled in according to SWIFT standards.

**SEPA transfers**

1.57. Main features of the service: EUR FX transfers (including also intra-Bank EUR transfers), which fall under the scope of Regulation (EU) No 260/2012 of the European Parliament and of the Council on establishing technical and business requirements for credit transfers and direct debits in euro (hereinafter: SEPA Regulation) and thus are to be initiated and performed in a compulsory standardized message format (ISO 20022 XML) along with IBAN account number as payment account identifier (thus without indicating the BIC code). When initiating in electronic form individual EUR transfers, which are not transmitted individually but are bundled together for transmission, the standardised message formats shall be used, provided, that the Clients is neither a consumer nor a microenterprise; in other cases the standardized message format shall be used on the expressed request of the Client only. If possible, Bank shall transmit the SEPA transfer orders marked as urgent via large-value payment system – taking into consideration also Section I. 4.7., –, provided that transferee's payment service provider is available in the large-value payment system.

**Collection, and general rules for collection**

1.58. By submitting a collection order, the Account Owner as beneficiary gives an instruction to the Bank as payment service provider managing its payment account to collect a given amount against the payment account of the paying party, to the benefit of the Account Owner's Payment account.

1.59. The collection order shall be submitted by the Account Owner as beneficiary to the Bank as payment service provider managing the Account Owner's Payment account.

1.60. After receiving the collection order, the Bank as payment service provider managing the Payment account of the Account Owner as beneficiary shall verify the data relating to the Account Owner as beneficiary (beneficiary according to the document if any document must be attached to the collection order; correspondence between the Account Owner as beneficiary and the Payment account number; signature of the person having rights of disposal as provided to the Bank as payment service provider).

- 1.61. The Bank as payment service provider managing the Payment account of the Account Owner as beneficiary shall forward the data of the collection order to the payment service provider managing the payment account of the paying party following verification of the items mentioned in section 1.60.
- 1.62. The Bank as payment service provider of the Account Owner as beneficiary may submit the collection order directly to the payment service provider managing the payment account of the paying party.
- 1.63. If any document must be attached to the collection order, or it must be counter-signed based on any provision of law or any agreement, then the collection order so prepared shall be forwarded by the Bank as payment service provider managing the payment account of the Account Owner as beneficiary, and as beneficiary entitled to direct submission according to section 1.60. to the payment service provider managing the payment account of the paying party in a manner enabling the verification of delivery.

**Domestic collection**

- 1.64. Main general features of the service: Collection orders initiated by the client as beneficiary shall be forwarded by the Bank to the paying party's payment service provider through the settlement mechanisms available to and agreed upon by the Bank, provided to its clients, in compliance with contract provisions and/or general terms and conditions applied by such systems, and/or shall credit the incoming collected amounts to the beneficiary's payment account. In case of domestic collection, payment service providers of both the beneficiary and the paying party shall provide their payment services in the territory of the Hungary.
- 1.65. Common rules for the supply of data and individual identifiers necessary for the execution of collection orders: amount to be collected, Payment account number of the Beneficiary (account to be credited), name of the Beneficiary, Payment account number of the Paying party (account to be debited), name and address of the Paying party, and other compulsory information required for the various sub-types of collection.

**Collection based on an authorization letter (type 1)**

- 1.66. In the authorization (authorization letter), the account owner as paying party shall authorize the beneficiary – in the manner determined by the account owner at its payment service provider – to submit a collection order. In the authorization letter, the paying

party and its payment service provider may also agree upon the conditions of submission.

- 1.67. Compulsory and optional items of the authorization letter, and the order of procedure regarding the termination of Framework Agreements affected by collection transactions based on authorization letters are governed by the MNB's decree No. 35/2017. (XII. 14.) on cash transactions.
- 1.68. In the absence of the Bank's written confirmation, in the letter authorizing the submission of a collection order, no stipulation regarding the upper limit of the order, the frequency of submission (i.e. occasional, monthly or daily) or its placement in a queue (i.e. keeping in a pending status) shall be valid, and neither shall it be valid to make the withdrawal of the authorization letter dependent on the fulfilment of a particular condition (e.g. consent of a third person). The Bank is entitled to refuse to take receipt of the authorization letter for submitting a prompt collection order if according to the judgment of the Bank the prompt collection orders to be submitted based on the authorization letter may threaten the fulfilment of the Client's payment obligation towards the Bank. Minimum collectable amount shall not be stipulated in the authorization letter, such minimum amounts shall be disregarded by the Bank. In case of collection order based on authorization letter the Bank performs partial payment in all cases, provided that the partially payable amount reaches HUF 100,- or 1 unit of the foreign currency in which the account is managed. The Bank performs partial payment under this amount limit, if the collection order based on authorization letter is fully performed by the partial payment (i. e. in case of the last partial payment).

**Collection related to bills of exchange (type 4)**

- 1.69. If the collection order is aimed at the collection of claims based on a bill of exchange, the authorization of the direct debtor is represented by the bill of exchange itself.
- 1.70. Detailed rules regarding the submission of the collection order based on bills of exchange as well as the order of procedures for having the bills protested are contained in the MNB's decree No. 35/2017. (XII. 14.) on cash transactions.

**Collection order based on an enforceable document according to MNB decree 21/2006 (type 2)**

- 1.71. If general conditions of judicial enforcement already existed before 1 November 2009, the obligee may submit a collection order against the obligor's Payment account

through a cash transaction to enforce the financial claim even without the respective authorization of the obligor.

- 1.72. If the collection order is submitted based on an enforceable document for the claim to be enforced based on the document serving as a basis for enforcement, the client being an obligee shall state the word "Execution" on the prompt collection order and enter "2" in the field "reason of submission".
- 1.73. To the collection order of type 2, based on an enforceable document, an original or authenticated copy of the document serving as a basis for enforcement shall be attached unless the law provides for otherwise. If the operative part of the decision on appeal serving as a basis for enforcement does not contain the amount of condemnation, the decision of first instance shall also be attached. If enforceability depends on a certain condition or date, a public document certifying the occurrence of that condition or date shall also be attached.
- 1.74. To the collection order submitted to enforce a claim based on a document serving as a basis for enforcement, the obligee shall also attach the statement according to section (1) c) of Article 66 of the Pft. The Bank as payment service provider participating in the execution of the collection order shall not examine whether the statement bears a valid corporate signature.
- 1.75. The obligee may ask for the return of the document serving as a basis for enforcement or the authenticated copy thereof if the document, due to its content, must be used more than one time for the enforcement of claims. The Bank shall execute such orders only if the obligee submits the collection order based on an enforceable document together with the document serving as a basis for enforcement or the authenticated copy thereof and a simple copy (extract) of the operative part of that document.
- 1.76. If the Payment account of the Account Owner as obligor does not provide sufficient coverage for the execution of the collection order based on an enforceable document, and according to the decision attached to the collection order default interest is payable until the date of payment, then the additional interest which the obligee is entitled to for the period of the lack of coverage – in addition to the default interest to be enforced through the collection order – shall be debited to the obligor's Payment account and credited to the obligee's Payment account by the Bank as payment service provider

managing the obligor's Payment account acting officially, without any further instruction of the obligee.

#### Cashing of cheques (type 5)

- 1.77. If the collection order is aimed at the collection of amounts of cheques, the authorization of the issuer of the cheque is represented by the cheque itself. To orders submitted for the cashing of cheques, the original copy of the cheque must be attached.

#### Direct debit

- 1.78. Based on the authorization given by the Account Owner as paying party concerned, and according to the agreement with its own payment service provider, the beneficiary shall submit collection orders with the same legal titles but to be debited to the payment accounts of different paying parties, bearing a debit date, in the form of batches.
- 1.79. The Bank as payment service provider managing the Payment account of the Account Owner as paying party, based on the authorization received from the Account Owner as paying party for the execution of a direct debit order, shall inform the beneficiary of the acceptance, modification or termination of the authorization through the payment service provider managing the beneficiary's account within six working days from receipt of the authorization. The payment service provider shall only inform the beneficiary of the upper limit of payment with the consent of the Account Owner as paying party. Given that prior to 1 November 2009 the Account Owner is not required to make a statement on the authorization given for a direct debit order about whether the Bank is permitted to inform the beneficiary of the upper limit of payment or not, the Bank shall consider that with respect to authorizations given prior to 1 November 2009 the Account Owner had not authorized the Bank to inform the beneficiary of the upper limit of payments made according to the authorization. If the Client does not complete the section 31 entitled "Statement" of the PFNY specified by MNB's decree No. 35/2017. (XII. 14.), the parties shall consider that the Client did not consent to the notification of the beneficiary on the upper limit of payment.
- 1.80. The beneficiary shall inform the person having contract relations with it as well as the payment service provider managing the account of the paying party on whether it acknowledges or rejects the authorization. The Bank as payment service provider managing the Payment account of the Account Owner as paying



party shall consider the authorization as having been acknowledged by the beneficiary also in the event that the beneficiary starts collection.

- 1.81. The authorization as well as the modification thereof may also be sent by the beneficiary to the Bank as payment service provider managing the Payment account of the Account Owner as paying party. The beneficiary shall forward the authorization received from the paying party to the Bank as payment service provider managing the payment account of the paying party. The Bank as payment service provider managing the payment account of the paying party shall handle incoming authorizations as per section 1.79.
- 1.82. Upon request of the Account Owner as paying party, the Bank as payment service provider managing the payment account of the Account Owner as paying party shall issue a certificate on the valid authorization relating to the direct debit order affecting the Payment account of the Account Owner as paying party. Requesting such certificate shall mean no cancellation of the given authorization unless the Account Owner as paying party specifically provides for that. The Account Owner as paying party may submit the certificate to another payment service provider as a new authorization.
- 1.83. Upon taking notice of the new authorization, the beneficiary shall regard the former authorization related to the same agreement as void.
- 1.84. The authorization shall be based on the form PFNY 31 as specified in the MNB's decree No. 35/2017. (XII. 14.) on cash transactions, and the certificate mentioned in section 1.67 shall be based on the form PFNY 31/A as specified in the MNB's decree No. 35/2017. (XII. 14.) on cash transactions.
- 1.85. The beneficiary shall submit the direct debit order at the place, in the manner and with the frequency (deadline of submission) specified in the framework agreement concluded with its payment service provider managing its account at least five working days prior to the debit date stated on the collection order.
- 1.86. The payment service provider of the beneficiary shall perform its tasks arising from the execution of the direct debit order in accordance with section (1) of Article 5 of the MNB's decree No. 35/2017. (XII. 14.) on cash transactions not later than on the working day following receipt of the order.
- 1.87. The Bank may also inform the Account Owner as paying party of the direct debit order prior to the execution thereof.
- 1.88. The Account Owner as paying party may block the execution of the direct debit order with the Bank by the end of the working day preceding the debit date. Blocking may only be effected against the full amount of the collection order affecting the Account Owner as paying party effecting blocking. In case of blocking, the Bank shall proceed according to the instructions related thereto without examining the justification and legitimacy of blocking. Blocking shall not affect the validity and conditions of the authorization.
- 1.89. The Bank as payment service provider managing the payment account of the Account Owner as paying party shall inform the payment service provider managing the payment account of the beneficiary on the performance or non-performance of the direct debit order as well as on the reasons thereof. The notifications and the data of orders completed shall be forwarded by the payment service provider managing the beneficiary's payment account to the beneficiary in the manner specified in the framework agreement.
- 1.90. The Bank as payment service provider of the Account Owner as paying party shall inform the paying party of any failed direct debit order not later than upon the subsequent notification provided for in these Terms and Conditions.
- 1.91. Any direct debit order that cannot be settled due to lack of coverage shall be placed in queue by the Bank until the end of the 3rd Bank Business Day following the value date, and shall be executed according to the original order as soon as coverage becomes available, unless any provision of law provides otherwise.
- 1.92. The Bank shall effect no partial payment for the direct debit order.

**Deferred settlement**

- 1.93. By submitting an order for deferred settlement, the beneficiary gives an instruction to the payment service provider managing its payment account to collect a certain amount from the paying party having an account with the Treasury to the benefit of its own cash account in order to enforce a financial commitment on the basis of an agreement.
- 1.94. On the order for deferred settlement, the beneficiary shall set a deadline for the paying party to raise



objections against performing the payment (hereinafter: deadline for objections). The deadline for objections shall be at the earliest the tenth working day following submission of the order by the beneficiary to the payment service provider managing its cash account.

- 1.95. Prior to executing an order for deferred settlement, the Treasury shall inform the paying party in advance of the submission of such order, and shall execute the order according to the paying party's instructions. From this point of view, if the paying party does not exercise its right of challenge by the deadline for objections, this shall also be deemed an instruction.
- 1.96. 1.95. The paying party may lodge an objection with the Treasury against the execution of the order for deferred settlement as a whole or any part thereof at latest by the working day preceding the deadline for objections in the manner and form specified by the Treasury.
- 1.97. If the paying party raises no objection against the execution of the order for deferred settlement, this shall be deemed a consent to the execution of the collection.
- 1.98. In case of objection, the Bank shall proceed according to the content thereof without examining the justification and legitimacy of such objection.

**Documentary collection**

- 1.99. By submitting an order for documentary collection, the beneficiary of the basic transaction shall hand over the documents serving as a basis for the claim to the payment service provider managing its payment account with the instruction to only deliver them to the paying party (addressee) if payment takes place, the bill of exchange is accepted, or any other conditions are met.

**SEPA collection**

**SEPA collection/debit**

- 1.100. Main general features of the service: The Bank as payment service provider of the obligor shall receive the collection orders submitted against the obligor/ paying party (including also intra-Bank EUR collection orders) in a compulsory standardized message format (ISO 20022 XML) along with IBAN account number as payment account identifier (thus without indicating the BIC code) only if denominated in euro, through the settlement mechanism agreed upon by the Bank, provided to its clients, in compliance with the conditions of the applicable contracts the separate agreement and the SEPA Regulation entered into between the Bank and its clients to the payment

service provider of the paying party, shall debit the account of the paying party and shall settle such amounts with the payment service provider of the beneficiary. The Bank is only able to provide SEPA collection services between payment service providers who are members of the SEPA direct debit schemes created by the European Payments Council (EPC) as well as of the system of contracts which regulates it. The Bank as payment service provider of the collector shall not accept or execute SEPA collection orders initiated by the Client as collector/payee.

- 1.101. When initiating in electronic form individual EUR collections, which are not transmitted individually but are bundled together for transmission, the standardised message formats shall be used, provided, that the Client is neither a consumer nor a microenterprise; in other cases the standardized message format shall be used on the expressed request of the Client only.
- 1.102. Common rules regarding the data and individual identifiers necessary to execute SEPA collection orders: Currency of collection – always EUR, Amount, IBAN account number of the collector, name and address of the collector, obligor's IBAN account number, name and address of the obligor, Authorization ID. All further data to be submitted, all formats and conditions related to the method of submission of the order are contained in the separate agreement entered into between the Bank and the collector in connection with the supply of the service.
- 1.103. Client as payer shall have the right to instruct the Bank (i) to limit a direct debit collection to a certain amount or periodicity or both, (ii) where a mandate under a payment scheme does not provide for the right to a refund, to verify each direct debit transaction, and to check whether the amount and periodicity of the submitted direct debit transaction is equal to the amount and periodicity agreed in the mandate, before debiting their payment account, based on the mandate-related information, (iii) to block any direct debits to the payer's payment account or to block any direct debits initiated by one or more specified payees or to authorise direct debits only initiated by one or more specified payees. With regards to these restrictions the payee's SEPA collection identifier shall serve as payee's identifier.

**Core SEPA Direct Debit (hereinafter: CORE SDD)**

- 1.104. CORE SDD orders shall not be accepted or executed by the Bank as collector bank.

- 1.105. CORE SDD collection orders shall only be executed by the Bank as obligor bank if it has the Client's preliminary authorization or statement in which the Client declares that he/she wishes to avail of the CORE SDD service, and wants the bank to execute the CORE SDD collection orders submitted against his/her account.
- 1.106. Statements regarding CORE SDD shall only be accepted by the Bank against EUR accounts. The statement shall contain among others the number of the account that shall be debited as a minimum.

**Business to Business SEPA Direct**

**Debit (hereinafter: B2B SDD)**

- 1.107. B2B SDD orders shall not be accepted or executed by the Bank as collector bank.
- 1.108. B2B SDD orders shall only be executed by the Bank as payer bank based on the Client's preliminary authorization.
- 1.109. Statements regarding B2B SDD shall only be accepted by the Bank against EUR accounts. The statement shall contain among others the number of the account that shall be debited as a minimum.
- 1.110. Authorizations for B2B SDD shall only be accepted by the Bank as payer bank from Clients which do not qualify a micro-enterprise or consumer. In case of B2B SDD, the paying party may not exercise its right to reimbursement provided that the Bank acts in compliance with the authorization.
- 1.111. In case of B2B SDD the Bank shall not be obliged to perform the instructions under Section 1.103.

**Payment initiated by the paying party through the beneficiary**

- 1.112. The Bank regulates this method of payment (payment by bank card) in the Bank Card Terms and Conditions.

**Documentary credit (letter of credit)**

- 1.113. Within the framework of documentary credit, the payment service provider (opening payment service provider) assumes a liability in its own name, based on the obligor's commission in the basic transaction to pay the beneficiary the amount specified by the letter of credit if the beneficiary submits the required documents to the Bank and such documents are appropriate, or meets certain other conditions prescribed in the letter of credit by a given deadline.

- 1.114. The beneficiary shall submit the documents specified by the letter of credit to the opening payment service provider directly, by attaching an appropriate letter of request, or through its payment service provider managing its account.
- 1.115. The opening payment service provider shall pay the amount of documentary credit by bank transfer to the beneficiary's payment account specified by the letter of credit or in the letter of request.

**Methods of cash payment related to the Payment account, in particular:**

**Cash deposit in payment accounts**

- 1.116. Cash deposits in a payment account may be accepted by the Bank managing the account, or another payment service provider different from the one managing the account, based on their agreement.
- 1.117. Cash may be deposited at the Bank's cash desk – provided that such service exists in the given Branch – by using a cash deposit form or by signing a cashier's receipt.
- 1.118. The cash deposit form or the cashier's receipt contains the name and Payment account number of the beneficiary, and makes it possible to enter a reference and other comments allowing for the identification of the paying party by the beneficiary.
- 1.119. The Bank shall immediately count the money deposited by the Account Owner, and shall immediately make it available in the Account Owner's Payment account.

**Cash disbursement from Payment accounts**

- 1.120. Cashier's disbursement from a payment account means a payment transaction where the Bank pays out cash to the debit of the Account Owner's payment account. The Bank shall execute cashier's disbursement above the sum of HUF 100,000,000 or its countervalue in any currency (calculated with the National Bank's official rate) solely in case a separate agreement between the parties is in effect.
- 1.121. Cash disbursement by a disbursement postal order means a payment transaction where the Account Owner gives an instruction to the Bank to initiate a HUF disbursement in favour of the beneficiary to the address specified in the order, which the Bank shall perform through postal services.

**Methods of payment without Payment account, in particular: Cash transfer**

1.122. Cash transfer means a money transfer without the use of a payment account based on a specific agreement, in which the amount transferred is made available to the beneficiary by the Bank a) through disbursement at the Bank's cash desk, or b) by post (postal delivery).

**Approval of payment transactions**

1.123. The Account Owner as paying party approves the Payment transaction in writing (by signing the payment order or any other document containing approval, and submitting it to the Bank), through Distance Communication or an electronic device. In the latter case, approval shall mean any act or action which, according to the contract provisions related to the given telecommunication or electronic tool (including user guides) means submitting a definitive payment order to the Bank, irrespective of how the given act or action is called in the contract provisions. The approval of the Payment transaction may be done through the Beneficiary or a payment service provider providing Payment Initiation Services.

**Arrival and receipt of payment orders**

1.124. The Bank shall receive payment orders every Bank Business Day until the closing time defined in the List of Conditions (which shall mean a closing time with respect to the given product and given channel on a working day).

1.125. If any payment order is actually received by the Bank following the closing time of the working day assigned for the receipt of such payment orders, the Bank shall consider it received on the following working day.

1.126. The Bank shall receive payment orders in their order of arrival to the Bank, and shall execute payment orders aimed at the debiting of bank accounts in the order of receipt, unless any provision of law or the Account Owner provides otherwise. The order of receipt shall be established according to the Bank's records. If several payment orders are given at the same time by the Client via Telefonbank, the order of the execution of the payment orders may differ from the reception of such orders. Therefore the Bank and the Client shall agree upon the execution of these orders case by case.

**Accepting payment orders**

1.127. In case of collection – if the Bank is acting as the service provider of the Account Owner as beneficiary – the time of receiving of the payment order shall be the time where the Bank takes over

the payment order along with all data (including identification of the person with rights of disposal) and documents necessary for performing the tasks incumbent upon the Bank.

1.128. In case of collection – if the Bank is acting as the service provider of the Account Owner as paying party – the time of receiving of the payment order shall be the time where the Bank takes over the payment order along with all data and documents necessary for performing the tasks incumbent upon the Bank.

1.129. For cash deposits at the cash desk, the time of receiving of the payment order shall be the time when the Bank takes over the money from the paying party along with all data necessary for the execution in the Bank's premises (branch) used for this purpose.

1.130. For cash deposits made at automatic teller machines enabled for cash deposit, the time of receiving of the payment order shall be the time when the payment service provider verifies the amount deposited, which date may exceed the effective date of deposit by not more than three working days.

1.131. For cash disbursement, the time of receiving of the payment order shall be the time when the Bank takes over the payment order along with all data necessary for disbursement, and the financial coverage is available for the payment order to be executed.

1.132. Based on an authorisation given by the Account Owner as a paying party in favour of a third person, the Bank shall queue collection orders presented on the basis of such authorisation, as provided in the authorisation. Orders shall only be executed up to the balance available on the account. If the coverage of the payment order is available only in part, the Bank shall execute partially only in the cases specified in the relevant laws and in the case of collection based on authorisation.

**Strong Customer Authentication**

1.132/A. The Bank applies Strong Customer Authentication when the Account Owner as the Paying Party

- a) accesses its Payment Account online,
- b) initiates a remote electronic payment transaction,
- c) carries out any action through a remote channel which may imply risk of payment fraud or other abuses.

1.132/B. With regard to initiation of electronic payment transactions, the Bank applies Strong Customer Authentication that includes elements which dynamically link the transaction to a specific amount and a specific payee.

1.132/C. The Bank applies adequate security measures to protect the confidentiality and integrity of Clients' personalised security credentials.

1.132/D. Points 1.132/B and 1.132/C above shall apply where Payment Transactions are initiated through a payment service provider providing Payment Initiation Services.

1.132/E. Points 1.132/A and 1.132/C above shall apply where the Account Holder requests the information through a payment service provider providing Account Information Services.

**Payment Orders requested by way of using a Payment Initiation Service**

1.132/F. The Account Holder as a Paying Party shall only be entitled to use Payment Initiation Service, if his Payment Account is online accessible.

1.132/G. The Bank shall treat Payment Orders transmitted through the services of payment initiation service provider without any discrimination other than for objective reasons, in particular in terms of timing, priority or charges vis-à-vis payment orders transmitted directly by the Account Holder as Paying Party.

1.132/H. In order to use Payment Initiation Services, the Bank has a secure communication connection with the payment service provider providing Payment Initiation Service.

1.132/I. After receipt of the Payment Order from the payment service provider providing Payment Initiation Services, the Bank shall immediately provide or make available all information on the initiation of the Payment Transaction and all information – which can be disclosed to the client – accessible to the Bank regarding the execution of the payment transaction to the payment service provider providing Payment Initiation Service.

1.132/J. The Bank may deny a payment service provider providing Payment Initiation Services access to a Payment Account for objectively justified and duly

proved reasons relating to unauthorized or fraudulent access to the Payment Account by that payment service provider providing Payment Initiation Services, including the unauthorized or fraudulent initiation of payment transactions. In such cases the Bank shall inform the Account Holder that access to the Payment Account is denied and the reasons therefore. That information shall, where possible, be given to the Account Holder before access is denied and at the latest immediately thereafter, unless providing such information would compromise objectively justified security reasons or is prohibited by other relevant Union or national law. The Bank shall allow access to the Payment Account once the reasons for denying access no longer exist.

**Rejecting payment orders**

1.133. If the payment order does not meet the requirements prescribed by law, the Bank shall refuse to execute it, unless the Bank – exercising its own discretionary powers – executes any payment order issued with data content which does not comply with regulations concerning the issue of such orders to the benefit of the Account Owner submitting the payment order because the Bank is able to ensure compliance with regulations concerning the data content of payment orders without rejecting the given order.

1.134. The Bank may reject any payment order which is issued and submitted in a manner not compliant with the conditions set in the framework agreement or in any other agreement concluded with the Account Owner.

1.135. Unless otherwise provided for in any legislation, the Bank shall reject payment orders which cannot be executed due to the lack of financial coverage, unless otherwise agreed upon with the Account Owner, in which case the Parties agree that transfer orders shall be put in a queue until the end of the 3rd Bank Business Day following the value date, and shall execute them according to the original order as soon as coverage becomes available.

1.136. Payment orders submitted against the Payment account (such as official transfer, transfers based on summons, and prompt collection orders) shall also be executed by the Bank against the credit line related to the bank account.

1.137. If the Bank refuses to execute the payment order – unless otherwise provided for by law –, it shall inform the Account Owner of such refusal, and – unless

prohibited by any provision of law – of the reason of refusal if possible, as well as of the procedure to be conducted in order to correct any factual error resulting in the refusal of the order.

**Form of payment orders**

1.138. The Bank is only required to execute payment orders which are received by the Bank through an electronic banking system, through a Payment Initiation Service provider on the form specifically designed by the Bank for this purpose, or on the form specified in MNB's decree No. 35/2017. (XII. 14.) on cash transactions. Payment orders submitted on paper shall be completed by the Account Owner in a legible manner, with black or blue ink pen, or a typewriter or a printer, in a manner to ensure that no addition or other modification of the document nor any forging thereof may be possible, and the document shall also be dated. Following that, the payment order shall in all cases be signed by the person having a right of disposal, in a manner identical to his/her signature provided on the Signature Card.

1.139. The Client shall be liable for providing accurate data in a format and with content suitable for the given order type, in compliance with international standards, with intelligible and – in case of handwriting – legible information. In addition, in case of electronic services it is especially important for the Client to use the appropriate order type and menu item. Failing to do so may result in a delayed or inaccurate transaction, or even the rejection of the order or damages to the client.

1.140. Any payment order submitted in a given currency by the person having a right of disposal shall be executed by the Bank against the Account Owner's Payment account maintained in the given currency, unless the person having a right of disposal provides otherwise or it is prohibited by law, and provided that the relevant framework agreement allows for the given payment order to be executed.

**Data required for payment orders to be executed**

1.141. The data necessary for a payment order to be executed are determined in the forms, or – in the case of electronic payment orders – in the data included in the given electronic means of payment.

1.142. The Bank shall not accept to execute any document containing a payment order and completed with insufficient, incorrect, unintelligible or inconsistent

data, or on which there has been any deletion, modification or correction, or on which the amounts written out in numbers and in letters are not the same, or on which there has been any addition, deletion or crossing out in the printed content of the document, or which are torn or dirty. In such cases a new form shall be issued.

1.143. If the document is intended to be an amendment, confirmation or repetition of a previous payment order, it shall be clearly indicated as such. In the absence of such indication, the Bank shall consider the payment order as a new one.

1.144. If the Client has provided incorrect or insufficient data for the order to be executed, the Bank shall not be liable for any damage that arises as a result.

1.145. The Bank shall not examine any data entered in the comment field of payment orders, nor their accuracy unless the Bank is required to do so by way of law.

**Withdrawal of orders or approvals**

1.146. The Account Owner as paying party is entitled to withdraw his/her approval given for a payment order by the time specified in this Business Conditions and the List of Conditions. If a joint approval concerning more than one payment transaction is withdrawn, relating future payment transactions shall no longer be deemed approved, either. Upon request, the Bank shall confirm the date of withdrawal to the Account Owner.

1.147. Following receipt of the payment order by the Bank, the Account Owner as paying party shall no longer be entitled to withdraw or modify the payment order. If the Payment Transaction is initiated by a payment service provider providing Payment Initiation Service or by or through a beneficiary, the Paying Party shall not be entitled to revoke the Payment Order after giving consent to the payment service provider providing Payment Initiation Service to initiate the Payment Transaction or after giving the Payment Order or consent to execute the Payment Transaction to the beneficiary. In case of collection, the Account Owner as paying party may withdraw the payment order – without prejudice to his/her right to reimbursement – by the working day preceding the debit date. In the case of payment orders with a fixed debit date, the Account Owner may withdraw the payment order by the end of the working day preceding the debit date agreed upon by the Parties.



1.148. Following expiry of the above deadline, withdrawal shall be possible in the following cases and by the following deadlines: In the case of payment orders initiated by or through the beneficiary, the withdrawal of the payment order requires the consent of the beneficiary.

1.149. If the Account Owner wishes to withdraw his/her approval, he/she shall send the Bank a written statement to this effect by the above deadline. The Account Owner shall reimburse the Bank for any costs incurred in connection with such withdrawal (e.g. cost of change in FX position) upon the first call of the Bank, and the Bank shall be entitled to enforce such claims against the Account Owner's Payment account maintained with the Bank.

1.150. The Account Owner shall be liable to the Bank as well as to any other banks participating in transactions for any damages incurred due to payment orders related to the Payment account, or to the data provided therein which are inappropriate, incorrect or insufficient.

**Confirmation for the issuers of card-based payment instruments**

1.150/A. Upon request of the payment service provider issuing the card-based payment instruments – except electronic money – the Bank as the account servicing payment service provider of the Account Holder shall immediately confirm whether an amount necessary for the execution of the card-based payment transaction is available on the payment account of the paying party, provided that all of the following conditions are met:

- a) the payment account of the paying party is accessible online at the time of the request,
- b) the paying party has given explicit consent to the account servicing payment service provider to respond to requests from a specific payment service provider to confirm that the amount corresponding to certain card-based payment transaction is available in the payment account,
- c) the consent stipulated in point b) has been given before the first request for confirmation is made.

The payment service provider issuing the card-based payment instrument may request the confirmation above, if the following conditions are met:

- a) the paying party has given explicit consent to the payment service provider to request the confirmation referred to above,
- b) the paying party has initiated the card-based payment transaction for the amount in question

using a card based payment instrument issued by the payment service provider,

- c) the payment service provider authenticates itself towards the account servicing payment service provider before each confirmation request, and securely communicates with the account servicing payment service provider.

The confirmation

- a) shall consist only in a “yes” or “no” answer and shall not contain a statement of the account balance or the account statement, and shall not be stored or used for purposes other than for the execution of the card-based payment transaction,
- b) shall not allow for the account servicing payment service provider to block funds on the payment account.

The paying party shall be entitled to request the account servicing payment service provider to provide information about the name of the payment service provider that requested the confirmation and the content of the such confirmation.

**Executing payment orders**

1.151. When making credit entries, the Bank shall use the account number specified in the payment order. If the HUF amounts to be credited for the benefit of the Account holder should be credited on a Payment account held in other currency than HUF, the conditions applicable to the foreign currency transactions shall be applied. Official transfers and transfers based on summons shall be executed by the Bank also verifying the name and Payment account number of the Account Owner.

1.152. The Bank is entitled to reject credit orders in which the name of the paying party is missing.

1.153. In the case of payment orders given in a currency different from the currency of the Payment account shall be debited or credited in the currency of the Payment account. When performing a conversion between the currency of the Payment account and the other currency, the Bank – unless otherwise agreed upon with the Account Owner – shall apply the exchange rates published by the Bank in the manner specified in these Terms and Conditions.

1.154. The Bank shall credit any Payment account only with amounts which are received by the Bank to the Account Owner's benefit, upon legal titles and in manners permitted by the prevailing legislative



provisions. In accordance with legislation on the prevention of money laundering, however, the Bank shall be entitled to examine the origin of any money arriving to the benefit of the Payment account, to request justification for it, and to refuse to credit such amounts in the absence of any appropriate justification. In case of notification of foreign currency or international Hungarian Forint transactions initiated from a different payment service provider and of which the Account Owner is the beneficiary, the Bank may execute the payment transfer prior to the reception of the funds. The Bank retains the right to restore the state of affairs having existed prior to the execution of the payment transfer in case the funds are not received, which means that the Bank may debit the Account Owner's Payment account with the credited amount and the interest, and the Bank shall modify the credit value date to the effective reception of the funds. If the state of affairs having existed prior to the execution of the payment transfer cannot be restored due to the lack of funds on the Account Owner's Payment account, the Bank shall debit any bank account of the Account Owner held with the Bank. The Bank retains the right to execute the payment transfer only after the fact that the funds to the transfer order is received by the Bank.

- 1.155. Incoming payment orders shall be executed by the Bank according to its List of Conditions.
- 1.156. Unless otherwise agreed by the Parties, the date of fulfilment of any outgoing payment order shall, in case of domestic payments, be the day on which the beneficiary's Payment account is credited. The order of execution of payment orders shall be contained in the prevailing List of Conditions in which the Bank provides information – among others – as to when the amount of the payment order is likely to be credited to the beneficiary's bank account, considering the deadline of execution specified in the relevant legal statutes and assuming that all other requirements are met.
- 1.157. With respect to international forint payments (credits and debits), the Bank shall apply the deadlines applicable to the execution of foreign currency payment orders.
- 1.158. In case of Payment Transactions within the EEA, when both the Paying Party and the Beneficiary's payment service provider or the sole payment service provider performing the transaction seated in the territory off the EEA, the Paying Party and the Beneficiary shall only bear the fee, costs and

other payment obligations prescribed by their own payment service provider. Also in the case of SEPA payment transactions the Bank shall only accept shared cost bearing method (SHA). Parties agree that in case the payment order does not comply with the above provision, the Bank shall perform the transaction according to the above rule of cost-bearing automatically, without informing the Client or asking for his consent.

**Reimbursement**

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

  - a) the amount collected is used to cover a debt arising from a credit or loan agreement between the beneficiary and the Account Owner;
  - b) the Account Owner had determined the maximum amount for the payment transaction, and the amount collected was below that limit.
- 1.160. When assessing the amount of payment transaction to be reasonably expected of the Account Owner as paying party in the circumstances, the Bank shall take into account the previous payment transactions conducted by the Account Owner as paying party, the provisions of these Terms and Conditions as well as the circumstances of the payment transaction.
- 1.160/A. The refund shall consist the full amount of the executed Payment Transaction. The credit Value Date for the Account Holder as Paying Party shall be no later than the date the amount was debited.
- 1.160/B. The conditions set out in point 1.159 above shall not be fulfilled in case of refund of debits in accordance with Article 1 of the Regulation (EU) No 260/2012

of the European Parliament and of the Council of 14 March 2012 establishing technical and business requirements for credit transfers and direct debits in euro and amending Regulation (EC) No 924/2009.

1.160/C. In case of such direct debits denominated in euro, where the payment service provider of both the Paying Party and the Beneficiary, or the sole payment service provider performing the transaction provide their services in the territory of the EEA, the Bank shall not reject the claim of the Paying Party for refund within the time limit prescribed in point 1.159.

1.161. If the Account Owner exercises his/her right to reimbursement and wishes to lodge a claim with the Bank for reimbursement regarding the amount collected from him/her, the Account Owner shall attach the following documents to the claim for reimbursement submitted in writing:

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

1.162. Within 10 working days from the submission of the claim for reimbursement by the Account Owner 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 as paying party, it shall inform the Account Owner at the same time about the opportunities for the out of court settlement of the dispute as specified in these General Terms and Conditions.

1.163. If the Client is not a client qualifying as consumer or micro-enterprise, he/she shall not be entitled to the right to reimbursement specified in the section "Reimbursement".

#### Correction of payment transactions, rules of liability and allocation of losses

1.164. The Account Owner may request the correction of any payment transaction which was not approved or approved but executed incorrectly immediately upon execution of the payment order, but at latest until the day corresponding to the date of debiting of the payment account in the second month (or if the Account Holder is a consumer, in the thirteenth month) following the date of execution of the payment order. If in the month of expiration there is no calendar day corresponding to the date of debiting, the deadline shall expire on the last day of the month. If the Bank has failed to provide the information on the payment transaction subsequently, the time limits determined in this point shall run from the date on which the Bank fulfilled this obligation.

1.165. Deleted provision.

1.166. If the Account Owner is a client qualifying as consumer or micro-enterprise, in the case of any request of the Paying Party for the correction of payment orders executed without approval or with approval but in an incorrect manner, the Bank shall be obliged to prove – by authentication data if applicable – that the payment transaction subject to complaint had been approved by the Account Owner as paying party, that the payment transaction had been recorded properly, and that execution had not been hindered by any technical problem or disturbance. In case the Payment Transaction requested to correct was initiated by a Payment Initiation Service Provider, the Payment Initiation Service Provider shall be obliged to prove – within its sphere of liability – that the Payment Transaction subject to complaint had been authenticated and recorded properly, and that execution had not been hindered by any technical problem or disturbance of his service.

1.166/A. In case of a request of the correction of any payment transaction which was not approved, including, where appropriate, the payment initiation service provider, the use of a payment instrument recorded by the payment service provider shall in itself not necessarily be sufficient to prove either that the payment transaction was authorised by the payer or that the payer acted fraudulently or failed with intent or gross negligence to fulfil one or more of the obligations under Pft. 40. § (1) and (2). The payment service provider, including, where appropriate, the payment initiation service provider, shall provide

supporting evidence to prove fraud or intent or gross negligence fulfilling obligations under Pft. 40. § (1) and (2) on part of the payment service user.

1.166/B. In case of an unauthorised payment transaction – regardless whether it was initiated by a payment initiation service provider or not - the payer’s payment service provider shall, except where the payer’s payment service provider has reasonable grounds for suspecting fraud of the Client and communicates those grounds to the relevant national authority in writing,

- a) refund the payer the amount of the unauthorised payment transaction immediately, or in any event no later than by the end of the following business day, after noting or being notified of the transaction, and
- b) restore the debited payment account to the state in which it would have been had the unauthorised payment transaction not taken place. This shall also ensure that the credit value date for the payer’s payment account shall be no later than the date the amount had been debited.

1.167. Deleted provision.

**Limitation of liability with regard to individual identifier**

1.168. If the payment transaction is performed using an individual identifier (Payment account number), the payment transaction shall be deemed completed with respect to the beneficiary designated by the individual identifier.

1.169. If the execution of any official transfer or transfer based on summons takes place on the basis of an individual identifier, the payment transaction shall be deemed completed with respect to the paying party designated by the individual identifier and the paying party’s name.

1.170. Should an incorrect individual identifier be used, the Bank shall accept no liability for any non-performance or faulty performance of payment transactions, except the case mentioned in the above section.

1.171. If the Account Owner provides further data in addition to the data and individual identifiers specified by the Bank for the Account Owner as being necessary for the payment order to be executed, the Bank shall be liable for such execution with respect to the individual identifier.

1.171/A. The Bank, as the Paying Party Account Holder’s payment service provider shall make all reasonable efforts to recover the funds involved in the Payment

transaction. The Bank, as the Beneficiary Account Holder’s payment service provider shall cooperate in those efforts also by communicating to the Paying Party’s payment service provider all relevant information for the collection of funds. In the event that the collection of funds is not possible, the Bank, as the Paying Party Account Holder’s payment service provider shall provide to the Paying Party upon written request, all information available to the Bank and relevant to the Paying Party in order for the Paying Party to file a legal claim to recover the funds.

1.172. Deleted provision.

**Liability for the execution of payment transactions**

1.173. If the payment transaction was initiated directly by the Account Owner as paying party, the Bank shall be liable for any faulty execution of the payment transaction, unless it can prove that the amount of the payment transaction was received by the beneficiary’s payment service provider. If the Bank’s liability is ascertained, the Bank shall immediately reimburse the amount of the payment transaction which was not performed correctly or at all to the Account Owner, and shall restore the situation of his/her Payment account as it was before the faulty payment transaction. The credit value date for the Account Holder’s payment account shall be no later than the date on which the amount was debited.

1.174. Upon request of the Account Owner as paying party, the Bank – irrespective of the issue of liability for the non-performance or faulty performance of the payment transaction – shall act as it may reasonably be expected in the circumstances regarding the follow-up of any transaction which was not performed correctly or at all, and inform the Account Owner of the results of such follow-up. The Bank shall perform this obligation free of charge for the Account Holder.

1.175. If the payment transaction was initiated by or through the Account Owner as beneficiary, the Bank shall be liable for forwarding the payment order to the payment service provider of the paying party. In case the Bank is liable under this point, it shall immediately re-transmit the Payment Order in question to the payment service provider of the Paying Party. In the case of a late transmission of the Payment Order, the amount shall be value dated on the Account Holder’s Payment Account no later than the date the amount would have been value dated had the transaction been correctly executed.

- 1.176. The Bank shall be liable to the Account Owner as beneficiary for executing the payment transaction in compliance with legislation. If the Bank's liability is ascertained, it shall be obliged to immediately make the amount of the credit transaction available to the Account Owner in his/her bank account. In this case the amount shall be value dated on the Beneficiary's Payment Account no later than the date the amount would have been value dated had the transaction been correctly executed.
- 1.177. Subject to the exceptions set out in points 1.175. and 1.176, the Paying Party's payment service provider shall be liable to the payer for non-executed or defectively executed Payment transactions. If the above liability is ascertained, the Bank shall immediately reimburse the amount of the payment transaction which was not performed correctly or at all to the Paying Party, and shall restore the situation of his/her payment account as it was before the faulty payment transaction.
- 1.177/A. The obligation under point 1.177. shall not apply to the Bank as the Paying Party's payment service provider if the Bank proves that the Beneficiary's payment service provider has received the amount of the Payment Transaction, even if execution of Payment Transaction was delayed. In this case the Beneficiary's payment service provider shall ensure that the value date of the crediting of the amount on the Beneficiary's Payment Account is not later than the date the amount would have been credited had it been executed correctly.
- 1.178. If the payment transaction was initiated by or through the Account Owner as beneficiary, the Bank – irrespective of the issue of liability for the non-performance or faulty performance of the payment transaction – shall act as it may reasonably be expected in the circumstances regarding the follow-up of the payment transaction, and inform the Account Owner of the results of such follow-up. Fulfilling of the above obligation by the Bank shall be free of charge for the Account Holder.
- 1.179. Provisions of the above sections 1.173 - 1.178 shall only apply if the registered seat of the beneficiary's payment service provider is incorporated in an EEA state.
- 1.180. The Bank shall be liable to the Account Owner for the reimbursement of all fees, costs and other payment obligations incurred in connection with the payment transaction which was not executed correctly or at all by the Bank, as well as for any loss of interest income.
- 1.180/A. If the Payment Transaction was initiated via Payment Initiation Service Provider by the Account Holder as Paying Party, the Bank shall refund the payer the amount of the non-performed or faulty performed payment transaction immediately, or no later than by the end of the following business day, and shall restore the Payment Account to the state in which it would have been had the faulty Payment Transaction not taken place.
- Accessibility of Account Information Services**
- 1.180/B. The Account Holder as a Paying Party shall only be entitled to use Account Information Service, if his Payment Account is online accessible.
- 1.180/C. In order to use Account Information Services, the Bank has a secure communication connection with the paying service provider providing Account Information Service. The Bank shall treat data requests transmitted through the services of an Account Information Service Provider without any discrimination other than for objective reasons.
- 1.180/D. The Bank may deny a payment service provider providing Payment Information Services access to the Payment Account for objectively justified and duly evidenced reasons relating to unauthorized or fraudulent access to the Payment Account by that payment service provider providing Payment Information Services, including the unauthorized or fraudulent initiation of Payment Transactions. In such cases the Bank shall inform the Account Holder that access to the Payment Account is denied and the reasons therefore. That information shall, where possible, be given to the Account Holder before access is denied and at the latest immediately thereafter, unless providing such information would compromise objectively justified security reasons or is prohibited by other relevant law. The Bank shall allow access to the Payment Account once the reasons for denying access no longer exist.
- Information**
- 1.181. Following debiting of the Payment account of the Account Owner as paying party according to the payment order based on the Framework Agreement – unless otherwise agreed or provided for – the Bank shall make available or deliver information concerning payment transactions and the balance of the Payment account once in a month, namely an

Account Statement along with the Breakdown of Costs forming an annex thereof to the Account Owner in a manner to enable the Account Owner to store them for a period of time adequate to the purposes of the information and to display them in a format and with a content unchanged. The Bank shall provide the above information free of charge for the Account Holder. The legal effect of the Account Statement shall be identical to the legal effects of the balance of the current account, in other words after the balance of the Payment Account is established by the Bank the Account Owner is only entitled to dispose of the balance of the Payment account and not of the individual claims. The Account Owner shall inform the Bank of his/her potential requests or discrepancies in writing within 30 days from receipt of the information. Omission of the Account Owner to provide such notification shall be deemed as if he/she agreed with the content of the information and the balancet of the Payment Account.

- 1.182. Upon request of any Account Owner qualifying a consumer, the Bank shall provide the Account Owner 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 qualifying a consumer may submit such a request in any Bank Branches or through the Bank's Call Centre during opening hours.
- 1.183. For any Account Owner which is not a client qualifying as consumer or micro-enterprise, the Bank may provide preliminary information in connection with the given payment service by means other than durable medium.
- 1.184. Regarding information to be provided to Account Owners which are not client qualifying as consumer or micro-enterprise, the Bank may deviate from the rules of these Terms and Conditions which it is bound to apply to Account Owners which are client qualifying as consumer or micro-enterprise.

**Price of the service, bank charges**

- 1.185. The price charged for the service is contained in the List of Conditions.

**Amendment of the framework agreement**

- 1.186. The Bank shall notify the Account Owner qualifying as consumer or micro-enterprise of its intention to modify the Framework Agreement at least 2 months – in other cases 15 days – before the proposed 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. This section does not apply to the modification of the reference exchange rate or the reference interest rate.

- 1.186/A. The Client can either accept or reject the amendment of the Framework Agreement before the proposed date of entry into force. In case the Client accepts the amendments, they will entry into force on the proposed date. Rejecting the amendment qualifies as the terminating of the Framework Agreement with immediate effect.
- 1.186/B. In case the amendment terminates any service of the Bank the Parties shall settle up with each other in particular with the fees paid in advance by the Account Owner. In this case the Bank shall charge the pro-rata value of the services actually rendered in accordance with the Framework Agreement. The settlement shall be free of any charges for the Client.
- 1.187. Until the date preceding the entry into force of the modification, Account Owners which are client qualifying as consumer or micro-enterprise, are entitled to cancel the Framework Agreement with immediate effect, free of any fees, costs or other payment obligations.
- 1.188. 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 Terms and Conditions for Corporate Clients and Municipalities, and under the terms and by the deadline specified therein.

**Termination of the framework agreement and the bank account**

- 1.189. The framework agreement shall be terminated (i) upon the Account Owner' death or dissolution without succession; (ii) in case of cancellation, upon expiration of the notice period, in case of cash account in the case specified below.
- 1.189/A. Upon death of the Account Owner, the Framework Agreement shall be terminated (i) in the case of a testamentary order by transferring the account balance to the account of the beneficiary/-ies following their identification and the submission of the certificate of death, or (ii) in other cases, after the identification of the heirs duly proving their rights



by an original deed (with an original, final notarial deed of the grant of probate with full effect, a court decision or a certificate of inheritance, or, in the case of foreign persons, the equivalent documents according to the jurisdiction of their respective countries, in an authenticated form) by paying them the amount of the account balance. The Bank shall only deliver the assets, placed with the Bank, of the testator Client holding a Payment account to the heir(s) if the above-mentioned documents are submitted.

- 1.189/B. The Parties shall terminate the framework agreement by mutual consent with immediate effect.
- 1.190. The Account Owner is entitled to cancel the framework 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.
- 1.191. If the Account Owner is a client qualifying as consumer or micro-enterprise, any Framework Agreement having been in force for six months or longer may be cancelled by the Account Owner free of any fees, costs and other payment obligations.
- 1.191/A. The Bank shall be entitled to terminate the Framework Agreement and transfer the credit balance of the account to a non-interest bearing suspense account if there has been no activity in the account for a period of at least one year.
- 1.191/B. Expiration of claims in the account shall not automatically result in the termination of the account agreement.
- 1.192. The Bank shall cancel the Cash Account with immediate effect if, within ninety days from opening the cash account, the Bank did not ascertain by a document not older than 30 days issued by the registering organization or by other data that that the organization obliged to open a cash account is included in the registry. In this case, the Framework Agreement shall also be terminated, of which the Bank shall inform the Account Owner in writing.
- 1.193. Deleted provision.
- 1.194. Deleted provision.
- 1.195. Deleted provision.
- 1.196. The Framework Agreement can be terminated with immediate effect in the following cases:
- a) the Account Owner – in case of consumer seriously or repeatedly – violates the service agreement or any provisions of the business regulations;
  - b) the Account Owner fails to ensure the conditions specified for the Service to be used;
  - c) the Account Owner does not use the service properly;
  - d) in case of Business Organization: the Account Owner does not fulfil any of his/her payment obligations arising from the service agreement; in case of consumer: the Account Owner delays any of his/her payment obligations arising from the Service Agreement two times consecutively, and fails to remedy such omission within reasonable deadline specified by the Bank in its payment notice;
  - e) the Account Owner violates copyright in relation to the software;
  - f) the Account Owner attempts to circumvent the security or encryption system of the Service;
  - g) according to the Bank's judgment, any action of the Account Owner in connection with any service is suspected to be a crime, or to be related to a crime.
  - h) if the Client is a consumer a serious breach of contract by the Bank
- 196/A. Upon termination with immediate effect, all debts of the Client arising from the Payment account agreement shall immediately become outstanding and payable, and the Client shall settle them with the Bank in a single amount within eight calendar days following receipt of the notice of termination.
- 196/B. The Parties shall settle up with each other no later than on the date of termination. In establishing the existence and amount of debts of the Account Owner against the Bank, the Bank's records shall prevail. If the Account Holder uses the cash deposit payment services of the Hungarian Post Ltd., the Account Holder shall inform its clients of the termination of the Payment account and shall arrange the change of those cash deposit payment orders which specifies the Payment account held but terminated with the Bank on time. Amounts arriving after the termination of the Payment account shall be retransferred for the payer through postal services, less the reasonably deducted costs.
- 196/C. Upon termination with immediate effect, or if the Client does not give any instructions regarding the amount in the account following termination of the



Framework Agreement by cancellation or due to any other reason, the Bank shall transfer the credit balance of the account to a non-interest bearing suspense account for a period of not more than five years.

1.196/D. If any Framework Agreement concluded with an Account Owner being a client qualifying as consumer or micro-enterprise is cancelled or terminated, the Bank shall charge the pro-rata value of the service actually rendered in accordance with the Framework Agreement.

**1.197. Reimbursement of deposited founders' asset**  
 Provided that the establishment of any corporation or cooperative society fails, the deposited founders' asset shall be refunded by the Bank through repayment to the initial bank account in case of wire transfers or repayment to the founder in case of cash payments; in both cases the costs and fees of the transaction shall be deducted from the funds transferred

**1.198. Restriction of the right of disposition over the Payment account**  
 In case of Clients not qualifying as consumer the Bank shall be entitled to unilaterally restrict the Client's disposition right over its Payment account, as long as due to any reasons emerging on behalf of the Client it cannot be clearly determined who are eligible to act on behalf of the Client or dispose over the Payment account, furthermore provided that the Bank's right to termination with immediate effect can be revoked according to point 1.191, but the Bank either does not intend to exercise its right of termination, or its notice of termination has not yet entered into effect.

**1.198/A Rights of consumers**  
 The Bank shall publish on its website and make available on paper in the customer area of the Bank's premises, at the Bank's agents and at outsourcing service providers the European Commission's leaflet on the rights of consumers under Article 106 (1) of Directive 2015/2366 of the European Parliament and of the Council on payment services in the internal market, amending Directives 2002/65/EC, 2009/110/EC and 2013/36/EU and Regulation (EU) No 1093/2010, and repealing Directive 2007/64/EC. The leaflet is also available in an accessible format for persons with disabilities.

## 2. Opening of deposits

- 2.1. Under a deposit account contract the client is entitled to deposit a specific amount of money to the Bank, and the Bank is obliged to accept the amount offered and to repay the same amount at a later date with interest.
- 2.2. Orders for fixed-term deposits submitted by a Client having a Payment account with the Bank shall be accepted by the Bank from the persons and in the manner specified in the Payment account agreement. The Bank registers the deposit by currencies and by deposit periods in a separate deposit account linked to the bank account, or in the GL account used for registering the deposit.
- 2.3. The Client keeps the amount placed as deposit with the Bank until the date specified in the deposit agreement (time deposit). Cancellation of the time deposit (i.e. withdrawal of deposit) may result in the partial or full loss of the rights to interest payment, and the Bank shall in such case be entitled to call upon the Client to indemnify the Bank for the losses suffered by it. The legal consequences of withdrawing a time deposit are set out in the Bank's prevailing List of Conditions.
- 2.4. The Bank is obliged to make the amount of the deposit placed with it, increased by interests, available to the Client on the maturity date of the deposit.
- 2.5. Unless otherwise provided in the agreement, the Bank shall register depositors that are business organizations by name, registered seat and main activities, and depositors that are natural persons by name, address, place of birth, and ID card (passport) number.
- 2.6. In the prevailing List of Conditions, the Bank shall specify the currencies in which it executes deposit orders submitted on a given day in writing or electronically on the same Bank Business Day as value date. In the case of deposits made in certain currencies, the Bank shall execute the deposit order on the 2nd Bank Business Day following the given day. The Bank shall pay interest on the deposit for the period extending from the opening date until the day before maturity date.
- 2.7. The interest rate payable on the deposit, for the full term of the deposit, shall be equal to the interest rate effective on the opening date.

2.8. The Bank calculates the interest payable on deposits as follows:

$$\text{Interest} = \frac{\text{principal} \times \text{interest rate (\%)} \times \text{number of calendar days in the deposit period}}{36\,500}$$

2.9. To calculate the average interest rate, the Bank applies the following calculation method:<sup>1</sup>

$$\text{Average interest} = \frac{\text{Sum}_{(i = \text{from } 1 \text{ to } n)} (\text{interest rate}_i \times \text{number of days for which the interest rate}_i \text{ is valid})}{\text{number of calendar days in the given period}}$$

2.10. Interest on deposits placed with the Bank shall fall due on the day the deposit matures.

2.11. If the period remaining until maturity is less than 365 days, the following formula shall be used for calculating the EBKM (unified deposit interest rate ratio):<sup>2</sup>

$$\text{Deposit made} = \sum_{i=1}^n \frac{(k+bv)^i}{1+r \times (t_i / 365)}$$

2.12. If the period remaining until maturity is 365 days or more, the following formula shall be used for calculating the EBKM:<sup>3</sup>

$$\text{Deposit made} = \sum_{i=1}^n \frac{(k+bv)^i}{1+r^{(t_i/365)}}$$

2.13. If the deposit is made in more than one instalment, the following formula shall be used for calculating the EBKM:<sup>4</sup>

$$\sum_{i=1}^n \frac{B_i}{(1+r)^{(t_i/365)}} = \sum_{j=1}^m \frac{K_j}{(1+r)^{(t_j/365)}}$$

2.14. The Bank shall inform its depositor Clients about any changes to the EBKM by modifying its List of Conditions and by publishing them in the form of announcements.

<sup>1</sup> where n is the number of changes in interests during the given period

<sup>2</sup> where  
n is the number of interest disbursements,  
r is one hundredth of the EBKM,  
t<sub>i</sub> is the number of days remaining from the opening date until the i<sup>th</sup> disbursement,  
(k+bv)<sup>i</sup> is the sum of the principal and interest paid back upon the i<sup>th</sup> disbursement.

<sup>3</sup> where  
n is the number of interest disbursements,  
r is one hundredth of the EBKM,  
t<sub>i</sub> is the number of days remaining from the opening date until the i<sup>th</sup> disbursement,  
(k+bv)<sup>i</sup> is the sum of the principal and interest paid back upon the i<sup>th</sup> disbursement.

<sup>4</sup> where  
n is the number of deposit instalments,  
B<sub>i</sub> is the amount of the i<sup>th</sup> deposit instalment,  
t<sub>i</sub> is the number of days remaining from the date of first instalment until the date of the i<sup>th</sup> instalment,  
r is the rate of EBKM,  
m is the number of disbursements,  
t<sub>j</sub> is the number of days remaining from the opening date until the date of the j<sup>th</sup> instalment,  
K<sub>j</sub> is the amount of the j<sup>th</sup> disbursement.

2.15. The minimum amount in which forint and foreign currency deposits may be opened are specified by the Bank's List of Conditions. From corporate clients, the Bank accepts deposit orders in HUF rounded up to hundred thousands, and in foreign currency rounded up to thousands, except for deposits with automatic renewal.

2.16. The shortest period of deposit – depending on the clientele and the currency – is contained in the prevailing List of Conditions.

2.17. The Client may request the term of deposit to be extended, in the case of deposits made in a currency specified in the List of Conditions not later than on the Bank Business Day being the maturity date of the deposit, and in the case of other currencies not later than two Bank Business Days before the maturity date of the deposit. The Bank shall establish a new deposit interest rate for the extended period, which shall be equal to the one applicable to newly opened deposits.

2.18. In the case of orders given for the opening of a deposit with automatic renewal – unless otherwise provided for by the Client – the Bank shall, on each maturity date, renew the time deposit for the term specified in the original order. Each time the deposit is renewed it shall be considered a new time deposit, and thus the Bank shall determine a new interest rate for each term, taking into account the reference interest rate specified in the agreement. If the Client wishes to cancel the order for the deposit with automatic renewal, the deadlines stipulated in section III.2.16. for the submission of the statement of cancellation shall apply.

2.19. With respect to time deposits opened for a specific purpose, the parties shall sign a separate agreement.

2.20. The Bank shall not deduct any costs or fees from the amount of interest payable to the Client for the deposit. Exceptions to this are items that must be deducted according to the law.

2.21. Conditions pertaining to the withdrawal of the deposit prior to maturity, the Uniform Deposit Interest Rate Ratio (EBKM), as well as all facts and information that have an effect on the amount payable prior to or upon maturity, are contained in the Bank's List of Conditions. The Bank shall pay interest on the currencies listed in the List of Conditions.

2.22. Unless otherwise provided for by the Hpt. regarding deposit insurance, deposits placed with the Bank are – within the scope and to the extent specified by

the Hpt. – insured by the National Deposit Insurance Fund (OBA). Insurance provided by the Fund does not cover the following:

Deposits made by:

- (1) a) any publicly financed institution,
- b) any business organization which is fully owned by the State on a permanent basis,
- c) any local government,
- d) any insurer, voluntary mutual insurance fund or mandatory pension fund,
- e) any investment fund or investment fund manager,
- f) any Pension Insurance Fund as well as the institutions managing them; administrative bodies for pension insurance,
- g) allocated public funds,
- h) any financial institution,
- i) the National Bank of Hungary,
- j) any investment firm, member of the stock exchange, or commodity exchange service provider,
- k) mandatory or voluntary deposit insurance, institutional insurance or investors protection fund, and the Private Pensions Guarantee Fund,
- l) any risk capital organization or risk capital fund

nor the deposits made by any equivalent of the above institutions in foreign countries.

- (2) a) deposits for which the court established by a final judgment that the amount deposited had been earned through money laundering,
- b) to the own funds of credit institutions and debt securities issued by credit institutions.

By way of derogation from 2.22 (1) a) and c) points, the insurance provided by OBA shall cover the accounts of local governments and the accounts of budgetary agencies set up by local governments, if the local government's budgetary balance sheet total shown in the financial report prepared for the year two years prior to the given year does not exceed five hundred thousand euro. The amount of this five hundred thousand euro limit shall be translated to forints by the official exchange rate published by the MNB acting within its central banking duties, in effect on the last day of the year two years prior to the given year.

- 2.23. If the Client of the Bank holding a deposit account dies, for one year after the grant of probate or the judgement adopted in the inheritance proceedings steps into effect the deposit granted or provided to the heir in the judgment shall be transferred by the Bank in the interest of the heir to the technical account

of the heir (sub account) connected to the Payment account of the heir (main account) hold at the Bank, if the heir wishes the Bank to transfer this amount to an account held at the Bank or to be deposited at that account. The reason for the above is that this way the Bank can take into account this deposit as a separate amount separated from other deposits of the heir when establishing the indemnification amount guaranteed by the National Deposit Insurance Fund. This technical account is a restricted account, no transfers can be made to this account except the deposit of the decedent, no money can be transferred or paid to this account either. Payment orders can be made for the amount of the technical account. The official transfers and transfers based on summons against the main account will be executed against the balance of the technical account too. The heir takes into account that if the technical account is charged under any legal title the amount of the charge will be deducted from the deposit of the decedent thus the indemnification amount guaranteed by the National Deposit Insurance Fund will be decreased with the amount of the charge. The technical account will be terminated after one year of the grant of probate or the judgement adopted in the inheritance proceedings steps into effect, without any further legal actions, and the positive account balance of the account will be automatically transferred to the Payment account of the heir (main account). If the main account is terminated for any reason, the subaccount is also terminated. The bank will not charge any additional charges and fees for the upkeep of the subaccount in addition to the charges and fees of the main account.

- 2.24. Upon the Client's request the Bank register the deposit of the Client to be handled separately on a discretionary account opened to the benefit of the Client (Discretionary Account) so that the National Deposit Insurance Fund is able to provide a further maximum EUR 50,000 indemnification amount, in addition to the general maximum EUR 100,000 indemnification amount, to natural person, sole trader and small-scale agricultural producer Clients holding deposits at the Bank as follows:

- 2.24.1. As a requisite for the separation of the deposit, thus the eligibility for the higher indemnification amount, the Client shall provide the Bank with a trustworthy evidence that the deposit originates from the following sources:
  - a) the sale of residential property, or the sale of lease rights or any right of tenancy;

- b) benefits received upon the termination of employment or upon retirement;
- c) insurance benefits; or
- d) compensation received for criminal injuries or wrongful conviction.

2.24.2. The Client is entitled to certify the source of the separated deposit on the day the deposit was opened at the Bank with the following documents in cases defined in Section a) of 2.24.1. the copy of the contract on the sale of residential property or other document on the transfer of property, lease rights or the rights of tenancy not older than 30 days; in cases defined in Section b) of 2.24.1. certificate of the employer or payer not older than 30 days; in cases defined in Section c) of 2.24.1. certificate of the insurance company not older than 30 days; in cases defined in Section d) of 2.24.1. decision of the court not older than 30 days.

2.24.3. The Discretionary Account is a technical, restricted account connected to the Payment account of the Client. No deposit originating from other sources shall be placed to this account. After the deposit was separated no money can be transferred or paid to this account either. The official transfers and transfers based on summons against the Payment Account will be executed by the Bank against the balance of the technical account. However no other payment orders can be made for the amount of the Discretionary Account, save for the transfer of the separated deposit to the Payment Account of the Client.

2.24.4. The Discretionary Account is terminated without any further legal actions at the latest three months after it was opened. With the termination the positive balance of the Discretionary Account will be automatically transferred to the Payment Account of the Client. The Discretionary Account is terminated without any further legal actions if the separated deposit is terminated. If the Payment Account is terminated for any reason the Discretionary Account is terminated simultaneously.

2.24.5. The Bank will not charge any additional charges and fees for the upkeep of the Discretionary Account in addition to the charges and fees of the Payment Account

2.25. In case of deposits insured by the National Deposit Insurance Fund offsetting between the Bank and the Client will be possible if the Client owes an overdue unpaid amount to the Bank expired before the opening day of the compensation procedure

2.26. Detailed information on important matters regarding the National Deposit Insurance Fund – such as deposit types covered, extent of insurance, conditions for the payment of indemnity, and order of procedure for indemnification – can be obtained from the prevailing information material available in branches and on the Bank's website.

### 3. Collection of postal fee for postal cash services

3.1. The Bank undertakes to arrange for payments through Magyar Posta Zrt. for postal cash payment orders initiated by the Client, if the Client ensures coverage for the costs of the order and the related postal fee in his/her bank account. Upon submission of the postal cash payment order, the Bank debits the Client's account with the fee charged by the Post as well as with the amount of the order based on the instruction. The Bank undertakes to credit the Client's Payment account with the amount of cash payment in relation to local cash services provided by the Post, and to transfer data between the Client and the Post. The Bank debits the Client's Payment account with the postal fee of the local cash service, where the value date is the due date appearing on the invoice sent by the Post.

3.2. For postal cash services, the Bank shall charge the Client a fee as per the List of Conditions, under the terms specified therein. Furthermore, the Bank shall also debit the Client's Payment account with the fee(s) charged by Magyar Posta Zrt.

### 4. Cheque

4.1. Cheque shall mean any instrument bearing the formal characteristics set out in the decree of the Ministry of Justice No. 2/1965. (I.24.).

4.2. Valid and authentic cheques issued in the form prescribed by the prevailing legislation shall be cashed by the Bank at its own discretion, i.e. the Bank shall buy them or take them over from the Client for collection. The Bank takes over cheques in HUF in domestic circulation only for the purpose of collection.

If the Bank paid the amount of cheque to the Client in advance, and the cheque is not be paid upon presentation, the Bank shall be entitled to debit the Client with the amount paid or the claim arising from the Bank's right to reimbursement.

- 4.3. The Bank purchases the cheque at a price defined in the prevailing List of Conditions. The cheque – depending on the type – shall be settled by disbursement at the cash desk or by crediting the Client's Payment account maintained with the Bank.
- 4.4. The Bank is entitled to charge the Client with the commission and the costs incurred in connection with cheque cashing in the currency of the cheque's counter-value and to deduct this amount from the counter-value of the cheque.
- 4.5. The Bank is entitled – by drawing up a record – to withdraw any cheques which, according to the Bank's information, have been stolen or lost or if there is a suspicion that they are forged or counterfeit.

## 5. Foreign currency trading

- 5.1. Unless otherwise agreed upon the Bank concludes foreign currency exchange transactions only with a Client maintaining an account with the Bank.
- 5.2. The Bank purchases or sells currencies and foreign currencies at an exchange rate defined by the Bank, under the conditions set in the List of Conditions or in an individual agreement. The Bank does not set exchange rates for the following currencies and does not undertake to serve the cash management for these currencies: RUB, HKD, PLN, RON, TRY, CNY, RSD.
- 5.3. Foreign currency trading transactions at a so-called market price shall only be concluded over the phone or through the "ClickFX" system, for which a treasury framework agreement (for transactions concluded over the phone) or a "ClickFX" agreement (for "ClickFX" transactions) must be concluded with the Bank. Trading over the phone or through the "ClickFX" system may only take place under the terms and conditions of the respective agreement (treasury framework agreement or "ClickFX" agreement). The method of identifying the Client is described in the treasury framework agreement or "ClickFX" agreement.

- 5.4. The Bank shall record phone conversations regarding the FX trading agreement between the Client and the Bank as well as any relevant information supply, and the Bank is entitled to use the recorded phone conversations as evidence in case of disputes. Failing proof to the contrary, the records shall certify the content of phone conversations. The Client shall solely be liable for any damages incurred by either the Bank or the Client due to any trading conducted by unauthorized persons on behalf of the Client.
- 5.5. If the Bank executes the instructions of the Client in performing FX trading transactions, the full profit or loss generated in the Client's position shall belong to the Client. In the case of Clients who are natural persons, the Bank shall pay the Client the profit reduced by the appropriate amount of advance tax payment according to tax legislation.

## 6. Custody service

Within the framework of its custody service, the Bank shall place and handle any amount defined by the Client in an interest-bearing or non-interest-bearing separated custody account under the conditions set out by relevant legislation. Detailed conditions regarding custody services are contained in the custody agreement concluded with the Client and in the Bank's prevailing List of Conditions.

## 7. Safe service

- 7.1. Based on the agreement concluded with the Client, the Bank shall make a safe available to the Client in premises under continuous surveillance; the Client shall place valuables in the safe and take them out of there on his/her own.
- 7.2. The Bank shall only conclude any safe deposit agreement by performing client vetting. In this case, the Client shall also make a statement to the Bank to specify whether he/she is acting in his/her own name and interest, or on behalf of and in the interest of the actual owner according to Pmt.
- 7.3. The Bank shall insure the valuables placed in the safe up to an amount set in the agreement to be concluded with the Client – but up to a maximum per safe as set in the List of Conditions relating to safe deposit – against a fee specified in the List of Conditions.

## 8. Credit reference service

Upon request or authorization of the Client put in a public document or in a private document providing full evidence, the Bank shall provide third parties with banking information about the Client within the scope of bank secret specified in the said document and without violating the bank secret, against a fee specified in the prevailing List of Conditions or in the individual agreement.

## 9. Brokerage of financial services

The Bank conducts brokerage activities solely for financial institutions or bank group clients in order to support their deposit-taking, lending and other service providing activities under the conditions set out in the individual agreement concluded with the Client.

## 10. Currency exchange

10.1. The Bank exchanges currencies during the opening hours of the Bank's cash desk, based on the Bank's buying or selling rates of exchange as specified by the Bank in the exchange rate table displayed.

10.2. The Bank shall withdraw any currency that seems to be forged or counterfeit – by drawing up a record thereof – and send it to MNB immediately for the purpose of investigation.

10.3. The receipt of such money – whether prior to the conclusion of the investigation or when MNB ascertains that the money is forged or counterfeit and withdraws it from circulation – shall not give rise to any financial claim on the part of the Client.

## 11. EFER service

11.1. The Client may perform his payment obligations towards institutions participating in Electronic Payment and Settlement System (EFER) electronically, via the Bank's EFER service. The conditions and method of payment via EFER are specified by regulations and other information ([www.magyarorszag.hu](http://www.magyarorszag.hu)).

11.2. To be able to use the Bank's EFER service, the Client shall have a HUF Payment Account and an adherent Spectra, SpectraNet Internet Banking and/or SpectraNet Mobile Banking service with the Bank.

11.3. The Client shall initiate the EFER payment transaction at the beneficiary institution participating in EFER. Payment orders shall be submitted to the Bank indicating the EFER payment identification number specified by the beneficiary institution.

11.4. Data of the payment order registered in EFER – including validity period and payment identification number – is forwarded to the Bank by EFER itself. The Bank insures that the payment order with the registered data (hereinafter: EFER payment order) is available immediately for the Client in the Spectra, SpectraNet Internet Banking and/or SpectraNet Mobile Banking service.

11.5. After checking the data of the EFER payment order displayed by Spectra, SpectraNet Internet Banking and/or SpectraNet Mobile Banking service, the Client may accept (i.e. submit) the payment order or refuse it. It is not possible to change the data of the EFER payment order in such services – except for the value date of execution which may not be later than the last day of the validity period.

11.6. The EFER payment order is executed only against HUF Payment Account, fees and other costs defined for EFER service will be charged. The Bank shall execute EFER payment orders only if the financial coverage necessary is available on the account to be debited according to the EFER payment order. The Bank places the EFER payment order in a queue until the end of the validity period. The Bank shall not perform partial payment for the EFER payment order.

11.7. The EFER payment order shall be accepted or refused within its validity period. Payment orders that are not accepted within the validity period shall not be executed and will be deleted automatically from the Bank's system.

11.8. The Bank shall send a verification to EFER of the EFER payment orders which have been accepted, refused – by duly signing and submitting to the Bank – or deleted due to the expiry of the validity period.

11.9. The Bank shall bear no responsibility for the damages arising in connection with EFER payment orders which have been refused or not accepted within the validity period by the Client or which have not been executed by the Bank in compliance with the rules regulating EFER payment orders.

11.10. Hereinafter, rules set forth for electronic domestic transfer orders shall be applicable to EFER payment orders.



#### IV. EFFECT OF THE GENERAL TERMS AND CONDITIONS

The consolidated text of the General Terms and Conditions shall come into effect on 12 February – with the exceptions of points (1) and (2) below – for an indefinite period of time.

(1) Point I.7.5./A. of the General terms and Conditions shall come into effect on 5 March 2018.

(2) All provisions of the General Terms and Conditions on Payment Initiation Service, Account Information Service provided by third parties, Strong Customer Authentication – in particular point II. 1.3.5/A c) – and confirmation for the payment service providers issuing of card-based payment instruments shall come into effect on 1 January 2019.

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

Budapest, 23 January 2018.

UniCredit Bank Hungary Zrt.

## ANNEX 1.

### OUTSOURCED ACTIVITIES

Within the framework of outsourced activities:

1. securities account statements are printed, placed in envelopes and posted by EPDB Nyomtatási Központ Zrt. (registered seat: H-1117 Budapest, Budafoki út. 107-109.);
2. storage and management of documents as well as other related services are provided by Iron Mountain Kft. (registered seat: H-1093 Budapest, Czuczor utca 10.);
3. production and personalization of blank cards and pin envelopes, personalization of bank cards, and pin envelopes, packing and posting of cards, pin envelopes and different items sent in envelopes are carried out by GEMALTO GmbH (Mercedesstrasse 13, 70794 Filderstadt, Germany);
4. production of basic materials necessary for the personalized issue of credit card account statements (hereinafter: account statements) and items sent to clients; ensuring the intact condition and checking the volume of PDF extract files submitted; personalization of account statements and client mailings based on the PDF extract files sent; production of basic materials necessary for the personalized issue of payment account statements (hereinafter: account statements) and client mailings; development of the list file generating programs based on the data set transferred and the layout, in the case of a layout modification requirement, the alteration of the programs; with the approved list file generating programs, generation of the list files needed for personalization based on the data set transferred; personalization of account statements and client mailings based on the list files generated; putting into envelope the personalized account statements and client mails; preparation of letters for posting; and delivery of the letters prepared for posting to Magyar Posta Zrt's OLK office in Budaörs are carried out by EPDB Nyomtatási Központ Zrt. (H-1117 Budapest, Budafoki út. 107-109.)
5. the system ensuring the processing of FX transactions and transactions related to FX and/or international transfers as well as the system support service are provided by Czech Branch of UniCredit Business Integrated Solutions S.C.p.A. (Želetavská 1525/1, Praha 4, PSČ 140 00, Czech Republic);
6. administration of netting agreements and performance of certain tasks arising in connection with their risk assessment are carried out by UniCredit Bank Austria AG (Schottengasse 6-8., 1010 Vienna, Austria).
7. all IT development and operation services necessary for the performance of the activities of UniCredit Bank Hungary Zrt. (including transaction authorization related to debit card and credit card issuing and ATM, POS acquiring services; clearing service with Card Schemes, furthermore technical support/Help Desk service for ensuring the management of issues related to operation of virtual POS/POS acquiring service, but except for FX transactions and/or international transfer as well as system support services; each IT services linked to software and interface development and electronic banking) are provided by UNICREDIT BUSINESS INTEGRATED SOLUTIONS SOCIETÀ CONSORTILE PER AZIONI („UBIS”) (Italy, I-20151 Milano, Via Livio Cambi 1.);
8. the administration and operation of the system used for providing target balancing services (cash management/ CPE/ instrument) are carried out by UniCredit Bank AG. (Kardinal-Faulhaber-Str. 1, DE-80333 Munich, Germany);
9. under the CSA (Credit Support Annex) agreements concluded with the clients of the Bank, collateral management based on the current market value of live derivative transactions is carried out by UniCredit Bank Austria AG (Schottengasse 6-8., A-1010 Vienna, Austria).
10. activities relating to dispute resolution and portfolio reconciliation as set out by Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories are provided by UniCredit Bank Austria AG (Schottengasse 6-8., 1010 Vienna, Austria).
11. activities relating collection, transportation and destruction of documents supposed to be destructed are provided by Iron Mountain Kft. (registered seat: H-1093 Budapest, Czuczor utca 10.).
12. communication services supporting CRM activities are provided by NeoSoft Informatikai Szolgáltató Kft. (8000 Székesfehérvár, Távírdá utca 2/A.).
13. IT software and interface development services, software customization and implementation services, project management, and IT consultancy services in connection with development services, necessary for the performance

of the activities of UniCredit Bank Hungary Zrt. are provided by UniCredit Business Integrated Solutions Austria GmbH (1090 Vienna, Nordbergstrasse 13).

- 14.** IT application services for Payment Account Switch are provided by GIRO Elszámolásforgalmi Zártkörűen Működő Részvénytársaság (1054 Budapest, Vadász u. 31.)
- 15.** translating, lectoring and interpreting services are provided by Afford Fordító- és Tolmácsiroda Kft. (1093 Budapest, Lónyay utca 29.)

- 16.** translating, lectoring and interpreting services are provided by InterContact Budapest Kft. (1054 Budapest, Hold u. 15.).
- 17.** translating, lectoring and interpreting services are provided by Interlingo Bt. (1026 Budapest, Pasaréti út 47.).
- 18.** website services and the operational tasks are provided by Webstation Számítástechnikai, Kereskedelmi és Szolgáltató Bt. (1082 Budapest, Nap u. 32.).

## ANNEX 2.

## DATA CONTROLLING GUIDELINES

**Definitions**

**Personal data:** data relating to the data subject, in particular by reference to the name and identification number of the data subject or one or more factors specific to his physical, physiological, mental, economic, cultural or social identity as well as conclusions drawn from the data in regard to the data subject.

**Data subject:** any natural person directly or indirectly identifiable by reference to specific personal data.

**Data controlling:** Any operation or the totality of operations performed on the data, irrespective of the procedure applied; in particular, collecting, recording, registering, classifying, storing, modifying, using, querying, transferring, disclosing, synchronising or connecting, blocking, deleting and destructing the data, as well as preventing their further use, taking photos, making audio or visual recordings, as well as registering physical characteristics suitable for personal identification (such as fingerprints or palm prints, DNA samples, iris scans).

**Data transfer:** Ensuring access to the data for a third party.

**Data processing:** Performing technical tasks in connection with data processing operations, irrespective of the method and means used for executing the operations, as well as the place of execution, provided that the technical task is performed on the data.

**Abbreviated legal references**

**Privacy Act:** Act CXII of 2011 on Informational Self-Determination and the Freedom of Information

**AML Act:** Act LIII of 2017 on the Prevention and Combating of Money Laundering and Terrorist Financing

**Civil Code:** Act V of 2013 on the Civil Code

**Accounting Act:** Act C of 2000 on Accounting

**Credit Institutions Act:** Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises

**Investment Services Act:** Act CXXXVIII of 2007 on Investment Firms and Commodity Dealers, and on the Regulations Governing Their Activities

**Commercial Advertising Act:** Act XLVIII of 2008 on the Basic Requirements and Certain Restrictions of Commercial Advertising Activities

**FATCA Act:** Act XIX of 2014 on the promulgation of the Agreement between the Government of Hungary and the Government of the United States of America to Improve International Tax Compliance and to Implement FATCA and on the amendment of other related acts

**CCIS Act:** Act CXXII of 2011 on the Central Credit Information System

**Security and Investigators Act:** Act CXXXIII of 2005 on Security Services and the Activities of Private Investigators

**Capital Market Act:** Act CXX of 2001 on the Capital Market

**I. Bank data controlling**

Bank data controlling by purpose of data controlling<sup>1</sup>:

**A) Data controlling related to the provision of financial services****1. New loan applications, credit card application, loan administration, risk analysis and assessment, avoidance of future losses to the Bank**

The legal basis of data controlling is the data subject's consent under Section 5(1)(a) of the Privacy Act. Data are controlled as long as claims may be enforced in connection with the customer relationship or failure of contracting, i.e. except where limitation is interrupted, for 5 years from termination of the customer relationship or failure of contracting.

Personal data include the data provided in the loan application and its annexes, and in particular the following: bank account number, details of the loan application (purpose and type of the loan, term, type of interest charged, loan amount, details of the housing loan, subsidies and preferential terms granted), details of the combined loan, personal data (name, birth name, place and date of birth, in case of mortgage loans the personal identification

<sup>1</sup> The list of bank data controlling is not comprehensive

number, mother's birth name, residence, ownership of residence, mailing address, telephone number, e-mail address, marital status, level of schooling), credit card data, the applicant's income and other details (confirmed regular monthly net income, other regular monthly income, regular monthly spending of the household, number of earners and dependent members in the household, type of legal relationship underlying the incomes), the loan applicant's regular financial commitments and debts, details of the collateral property (address, title number, type of property, means of construction, estimated market value), in case of application/contracting with biometric signature, the biometric data made available to the Bank with the signature on the sign pad.

Data controlling registration number: **NAIH-103313/2016.**

## 2. Grant of credit and cash loans

Legal basis and term of data controlling (**Legal Basis and Term**):

- The data subject's consent under Section 5(1)(a) of the Privacy Act. Data are controlled as long as claims may be enforced in connection with the customer relationship, i.e. except where limitation is interrupted, for 5 years from termination of the customer relationship.
- Under Article 6:58 of the Civil Code, performance of a contract gives rise to obligations to perform services and to entitlements to demand services. Data are controlled as long as claims may be enforced in connection with the customer relationship, i.e. except where limitation is interrupted, for 5 years from termination of the customer relationship.
- Pursuant to Section 56(2) of the AML Act, in respect of the data obtained by the Bank in the process of the customer due diligence performed upon establishment of the business relationship: Data are controlled for 8 years from termination of the customer relationship.
- Pursuant to the Accounting Act, in respect of accounting documents and related records: Data are controlled for 8 years.

Personal data include the following in particular: name, signature, (in case of application/contracting with biometric signature, the biometric data made available to the Bank with the signature on the sign pad) birth name, mother's name, mother's birth name, place and date of birth, nationality, residence, ownership of residence, mailing address, e-mail address, telephone number (workplace, home, mobile), taxpayer ID, in case of mortgage loans the personal identification number, sex, marital status, legal status for currency purposes, politically exposed person status, fact of legal capacity, number of personal identity

card (passport), number of other identification appropriate for identifying a person according to Act LXVI of 1992 on the registration of personal data and address of citizens, in the absence of home address, place of residence; highest level of schooling, employer (including the place of work where different), position, income and method of payment (e.g. wire transfer), any garnishments (including reasons and amounts); sector of employment, (previous) employment relationship (including the beginning and end of the period of notice), term and type of entrepreneurship, participation in any undertaking from which income is derived, date of occupation of current residence; number of persons in the household, number of children under 14 in the household; net monthly income of partner or spouse, unconfirmed net monthly income, monthly spending, other (securities, cash, deposits), income and other details of the household (such as incapacity for work); names and positions of authorised representatives of legal persons and entities lacking the status of a legal person, identification data, as specified in the foregoing, of the agent for service of process and collateral provider, if a natural person, and those of other natural persons involved in the credit assessment, monthly net income of any joint and several guarantors living in the same household; CCIS data under the CCIS Act, type of mobile phone (such as pre- or postpaid, company or private), data on the customer's rating for work-out purposes.

Data controlling registration number: **NAIH-54761/2012.**

## 3. Financial administration of special plans (such as those involving state subsidies and employer loans)

The legal basis and term of data controlling are the Legal Basis and Term indicated in Section 2.

Personal data include the following in particular: name, signature (in case of application/contracting with biometric signature, the biometric data made available to the Bank with the signature on the sign pad), birth name, mother's name, mother's birth name, place and date of birth, nationality, residence, mailing address, e-mail address, telephone number (workplace, home, mobile), taxpayer ID, personal identification number, sex, marital status, legal status for currency purposes, fact of legal capacity, number of personal identity card (passport), number of other identification appropriate for identifying a person according to Act LXVI of 1992 on the registration of personal data and address of citizens, Hungarian address for foreign nationals; highest level of schooling, employer, position, income; sector of employment, (previous) employment relationship, term and type of entrepreneurship, participation in any undertaking from which income is derived, date of occupation of current residence; number of persons in

the household, number of children under 14 in the household; net monthly income of partner or spouse, unconfirmed net monthly income, monthly spending, other (securities, cash, deposits); names and positions of authorised representatives of legal persons and entities lacking the status of a legal person, identification data, as specified in the foregoing, of the agent for service of process and collateral provider, if a natural person, and those of other natural persons involved in the credit assessment; CCIS data under the CCIS Act.

Data controlling registration number: **NAIH-54845/2012.**

#### 4. Taking deposits and receiving other repayable funds from the public in excess of equity

The legal basis and term of data controlling are the Legal Basis and Term indicated in Section 2.

Personal data include the following in particular: name, birth name, mother's name, mother's birth name, place and date of birth, nationality, residence, mailing address, e-mail address, number of personal identity card (passport), number of other identification appropriate for identifying a person according to Act LXVI of 1992 on the registration of personal data and address of citizens, in the absence of home address, place of residence, politically exposed person status; names and positions of authorised representatives of legal persons and entities lacking the status of a legal person, identification data of the agent for service of process, if a natural person; personal data, as specified in the foregoing, of the beneficiary corresponding to the nature of the investment service, in case of application/contracting with biometric signature, the biometric data made available to the Bank with the signature on the sign pad.

Data controlling registration number: **NAIH-54765/2012.**

#### 5. Provision of payment services

The legal basis and term of data controlling are the Legal Basis and Term indicated in Section 2.

Personal data include the following in particular: name (e.g. cardholder's name, name on card, name of the person carrying out cash withdrawals and deposits, names of originators, beneficiaries, recipients of transfers and direct debit transactions), name, birth name, mother's name, place of birth, date of birth, type and number of personal identification, taxpayer ID, social security ID, nationality, residence, mailing address, e-mail address, phone number(s), marital status; personal identification data, as listed in

the foregoing, of the persons living in the same residence; number of address card; employer, organisational unit, position, starting date of employment relationship; names of the owners of the POS/VPOS merchant company; name of the merchant, if a natural person; names, positions and contact details (telephone, fax) of the contact persons of business premises; data (such as card number, expiry) required for the execution of card transactions (including authorisation); account numbers of the originators, payees and payers of transfers and direct debit transactions; personal data indicated in comments and powers of attorney; personal data included in bills of exchange for bill collection purposes, in case of application/contracting with biometric signature, the biometric data made available to the Bank with the signature on the sign pad.

Data controlling registration number: **NAIH-54762/2012.**

#### 6. Commercial activities in foreign currency, foreign exchange, other than currency exchange services, bills and cheques on own account or as commission agents

The legal basis and term of data controlling are the Legal Basis and Term indicated in Section 2.

Personal data include the following in particular: name, address and account number of the payee, if a natural person; cheque details.

Data controlling registration number: **NAIH-54767/2012.**

#### 7. Providing surety facilities and bank guarantees, as well as other forms of banker's obligations

The legal basis and term of data controlling are the Legal Basis and Term indicated in Section 2.

Personal data include the following in particular: name, birth name, place and date of birth, number and type of personal identification, number of passport, residence.

Data controlling registration number: **NAIH-54769/2012.**

#### 8. Safe custody services, safety deposit box services

The legal basis and term of data controlling are the Legal Basis and Term indicated in Section 2.

Personal data include the following in particular: name, birth name, place and date of birth, mother's birth name, residence,



telephone number, number and type of personal identification, mailing address, e-mail address, names, telephone numbers, e-mail addresses, positions of the relevant representatives, if natural persons, of legal persons and entities lacking the status of a legal person, in case of application/contracting with biometric signature, the biometric data made available to the Bank with the signature on the sign pad.

Data controlling registration number: **NAIH-54764/2012.**

**9. Issuance of paper-based payment instruments (for example traveler's cheques and bills printed on paper) and the provision of the services related thereto, which are not recognised as payment services**

The legal basis and term of data controlling are the Legal Basis and Term indicated in Section 2.

Personal data include the following in particular: name, address and account number of the payer, if a natural person; name, address and account number of the payee, if a natural person; cheque details; for cheque agreements, the names, telephone numbers, e-mail addresses, and positions of the relevant representatives and contact persons, if natural persons, of legal persons and entities lacking the status of a legal person.

Data controlling registration number: **NAIH-54768/2012.**

**10. Intermediation of financial services, and intermediation of insurance under the terms provided for in the Act on Insurance Companies and the Insurance Business**

The legal basis and term of data controlling are the Legal Basis and Term indicated in Section 2.

Personal data include the following in particular: name, birth name, mother's name, mother's birth name, place and date of birth, nationality, residence, mailing address, e-mail address, number of personal identity card (passport), number of other identification appropriate for identifying a person according to Act LXVI of 1992 on the registration of personal data and address of citizens; taxpayer ID, telephone number, sex, occupation; Hungarian address for foreign nationals; names and positions of authorised representatives of legal persons and entities lacking the status of a legal person, identification data, as specified in the foregoing, of the agent for service of process and collateral provider, if a natural person, and those of other natural persons involved in the credit assessment, in case of application/contracting with biometric signature, the

biometric data made available to the Bank with the signature on the sign pad.

Data controlling registration number: **NAIH-54766/2012.**

**11. Credit pre-screening where initiated, information about credit options and contacting the inquirer about credit options and credit pre-screening using the contact details provided in the case of telephone inquiries**

The legal basis of data controlling is the data subject's consent under Section 5(1)(a) of the Privacy Act. Data are controlled as long as claims may be enforced in connection with the customer relationship or failure of contracting, i.e. except where limitation is interrupted, for 5 years from termination of the customer relationship or failure of contracting.

Personal data include the following in particular: name, e-mail, telephone number, year of birth, residence, period since registration of current residence, marital status, highest level of schooling, number of adults/children living the household, income and spending data, information on loans outstanding.

Data controlling registration number: **NAIH-103315/2016.**

**B) Provision of auxiliary financial services**

**12. Currency exchange activity**

The legal basis and term of data controlling are the Legal Basis and Term indicated in Section 2.

Personal data include the following in particular: name, type and number of personal identification; the customer's legal status for currency purposes.

Data controlling registration number: **NAIH-54763/2012.**

**C) Investment and auxiliary investment services, and other services provided by the Bank on a professional basis**

**13. Securities lending, nominee activities, investment services, services auxiliary to investment services, and intermediation and activities available to commodity dealers under Sections 111 to 116 of the Investment Services Act**

The legal basis and term of data controlling are the Legal Basis and Term indicated in Section 2.

Personal data include the following in particular: name, birth name, mother's name, mother's birth name, place and date of birth, nationality, residence, mailing address, e-mail address, number of personal identity card (passport), number of other identification appropriate for identifying a person according to Act LXVI of 1992 on the registration of personal data and address of citizens; taxpayer ID, occupation, name and address of employer, income; in the absence of home address, place of residence, number of residence permit, legal status for currency purposes; names and positions of authorised representatives of legal persons and entities lacking the status of a legal person, identification data of the agent for service of process, if a natural person.

Data controlling registration number: **NAIH-54770/2012.**

**14. Enable the account holder to gain information on the actual data of the securities account and the special purpose account on the website of the Hungarian Central Bank**

The legal basis of data controlling is Section 142/A. of the Capital Market Act. The Data are controlled for 5 years after the last day of the calendar year, which is affected by the deadline of the obligation for the data transfer to Hungarian National Bank.

Personal data include the following in particular: entry identifier and password generated for securities account and special purpose account, securities account balance data, special purpose account balance data and other account data valid on the last day of the month concerned.

Data controlling registration number: **NAIH-103314/2016.**

**15. Subcontracted recruitment services under the conditions set out in Section 11/A of Act XCVI of 1993 on Voluntary Mutual Insurance Funds**

The legal basis and term of data controlling are the Legal Basis and Term indicated in Section 2.

Personal data include the following in particular: name, birth name, place and date of birth, mother's birth name, residence, telephone number (work, mobile, landline); number and type of personal identification, passport number, mailing address, e-mail address; beneficiary (name, birth name, place and date of birth, mother's birth name, taxpayer ID, residence, mailing address, type and number of personal identification, nature of family relations); social security ID, taxpayer ID, sex, nationality, starting date of insurance

coverage, gross income, bank account number; employer details (name, seat, tax number, contact details [e-mail, telephone, fax], bank account number); premium undertaken, registration number (membership ID), name on card in the case of health insurance fund card applications, status of being a politically exposed person, a relative of a politically exposed person, or a close associate of a politically exposed person in the case of non-resident fund members.

Data controlling registration number: **NAIH-54771/2012.**

**D) Other data controlling**

**16. Market research, opinion polls, customer satisfaction surveys**

The legal basis of data controlling is the data subject's consent under Section 5(1)(a) of the Privacy Act. Data are controlled for 2 years from termination of the customer relationship, or if different, for the period indicated in the statement of consent.

Personal data include the following in particular: name, birth name, mother's name, mother's birth name, place and date of birth, nationality, residence, mailing address, e-mail address, number of personal identity card (passport), number of other identification appropriate for identifying a person according to Act LXVI of 1992 on the registration of personal data and address of citizens, Hungarian address for foreign nationals; names and positions of authorised representatives of legal persons and entities lacking the status of a legal person, identification data, as specified in the foregoing, of the agent for service of process, if a natural person; beneficiary data; products and services used by the customer.

Data controlling registration number: **NAIH-54772/2012.**

**17. Direct marketing, data controlling for marketing purposes, season's greetings, communication with individuals who use specific channels to inquire about the Bank's products**

The legal basis of data controlling is the data subject's consent under Section 5(1)(a) of the Privacy Act and Section 6(1) of the Commercial Advertising Act. Data are controlled for 2 years from termination of the customer relationship, or if different, for the period indicated in the statement of consent.

Personal data include in particular the data included in Section 16.

Data controlling registration number: **NAIH-54772/2012.**

**18. Customer relations, arrangements for events, ongoing efforts to maintain data accuracy, complaints management, receivables management, other operational customer services**

The legal basis and term of data controlling are the Legal Basis and Term indicated in Section 2.

Personal data include in particular the data included in Section 16.

Data controlling registration number: **NAIH-54772/2012.**

**19. Enforcement of the agreement between the Government of Hungary and the Government of the United States of America to Improve International Tax Compliance and to Implement FATCA**

The legal basis of data controlling is the obligation set out in Section 2 of the FATCA Act. Under Section 3(5) of the FATCA Act, data are controlled until the 9th month following the year in which the customer relationship is terminated.

Personal data include the following in particular: the names, addresses, US taxpayer IDs, account numbers and account balances of Specified U.S. Persons under the Act

Data controlling registration number: **NAIH-77610/2014.**

**20. Sound recordings produced in the Bank's call center and other similar customer services**

In the case of complaints management, the legal basis of data controlling is Section 288(4) of the Credit Institutions Act. Under the Act, data are controlled for 5 years.

In the case of telephone communications other than complaints, the legal basis of data controlling is the data subject's consent under Section 5(1)(a) of the Privacy Act. Data are controlled as long as claims may be enforced in connection with the sound recording, i.e. for 5 years except where limitation is interrupted.

Personal data include the following in particular: sound recording of the persons contacting the customer service / relevant sales channels, date of the call, the caller's telephone number, log of the sound recording.

Data controlling registration number: **NAIH-54849/2012.**

**21. Compliance with MNB Recommendation No. 1/2016. (III.11.) on the recovery of retail mortgage loans in default**

The legal basis of data controlling is the data subject's consent under Section 5(1)(a) of the Privacy Act. Data are controlled as long as claims may be enforced in connection with the customer relationship, i.e. except where limitation is interrupted, for 5 years from termination of the customer relationship.

Personal data include the following in particular: the debtor's name, role in the loan, customer number, loan number, telephone number, residence, mailing address, number of personal ID card, signature; requirements and comments concerning loan restructuring; relevant information on the debtor's and co-debtor's employment relationship (whether employed, if not, expected starting date of employment; nature of employment: indefinite or definite, if definite, the date of expiration); relevant information on the debtor's and co-debtor's income (regular confirmed net monthly income from employment; other regular monthly income; envisaged sale of the collateral property; any previous attempts to sell the collateral property); relevant information on the debtor's and co-debtor's assets (parameters of the collateral property: location /name of locality/, floor area, number of rooms, type of property /e.g. prefab apartment, other apartment, detached house/, condition of the property /e.g. new, recently built, renovated, used, in bad repairs/; whether the property is used for the debtor's housing; parameters of other property: location /name of locality/, floor area, number of rooms, type of property /e.g. prefab apartment, other apartment, detached house/, condition of the property /e.g. new, recently built, renovated, used, in bad repairs/; whether the property is used for the debtor's housing); relevant information on the debtor's and co-debtor's living conditions (number of persons living in the same household as the debtor/co-debtor /total number of members in the household, of which the number of dependent and junior dependent members/; amount of the household's essential spending in an average month / exc. payment obligations under the retail mortgage loan agreement/); other debts of the debtor/co-debtor (e.g. sum of utility charges and public dues owed).

Data controlling registration number: **NAIH-101612/2016**

**22. Extension of the scope of the credit insurance agreement between the Bank and Generali Biztosító Zrt. to the Insured**

The legal basis of data controlling is the data subject's consent under Section 5(1)(a) of the Privacy Act. Data are controlled as long as claims may be enforced in connection with the customer relationship, i.e. except where limitation is interrupted, for 5 years from termination of the customer relationship.

Personal data include the following in particular: Data pertaining to the agreement with the Bank, name, birth name, place and date of birth, mother's birth name, number of personal identity card, residence, signature (in case of application/contracting with biometric signature, the biometric data made available to the Bank with the signature on the sign pad), telephone number, data required for the performance of the insurance agreement.

Data controlling registration number: **NAIH-103312/2016**

**23. Monitoring, for security and safety purposes, of entry to and exit from specific buildings and rooms used by the Bank**

The legal basis of data controlling is the data subject's consent under Section 5(1)(a) of the Privacy Act. Pursuant to Section 32(2) of the Security and Investigators Act, the identification data (names) of authorised persons, controlled for the purpose of operating the electronic check-in system, are controlled until termination of the authorisation in the case of regular entry, and for 24 hours from departure in the case of casual entry. Pursuant to Section 32(3) of the Security and Investigators Act, the data (e.g. time of entry) produced in the course of operating the electronic check-in system are controlled until termination of the authorisation but not longer than six months from the time of producing the data in the case of regular entry, and for 24 hours from departure in the case of casual entry.

Personal data include the following in particular: names of the persons entering and exiting, numbers of personal identification, fact and time of passing checkpoints

Data controlling registration number: **NAIH-54848/2012.**

**24. Production and retention of camera recordings made, for the protection of confidential securities and business information, security, and the protection of human life and physical integrity, of natural persons intending to enter, for specific purposes, to the Bank's seat and**

**establishments and other buildings used by the Bank as private areas open to the public**

The legal basis of data controlling is the data subject's consent under Section 5(1)(a) of the Privacy Act. Data are controlled for 60 days under Section 31(4) of the Security and Investigators Act in respect of the Bank's private areas open to the public, and 30 days under Section 31(3)(c) in respect of other areas of the Bank for the safe storage, handling and transit of cash, securities, precious metals and precious stones of significant value.

Personal data include in particular the recordings made of natural persons

Data controlling registration number: **NAIH-54847/2012.**

The scope of the personal data indicated above may be extended to include data produced in connection with the legal relationship and those generated in the Bank's IT system.

**II. Data transfer**

In connection with data controlling, the Bank may transfer data pursuant to the data subject's consent or respectively the relevant legal provisions, addressed to other eligible data controllers, as follows:

Pursuant to the data subject's consent:

- BISZ Zrt. (1205 Budapest, Mártonffy u. 25-27.; info@bisz.hu, www.bisz.hu) for queries in the CCIS for positive reference data (on debtors making regular repayments on their obligations), and data transfers
- Central Office for Administrative and Electronic Public Services (KEK KH, 1094 Budapest, Balázs Béla u. 35.) for document verification and other queries
- National Tax and Customs Administration (1054 Budapest, Széchenyi u. 2., www.nav.gov.hu) and the employer for verifications of income certificates
- The Bank's intermediary for data checks related to the agency fee
- Generali Biztosító Zrt. (1066 Budapest, Teréz krt. 42-44.; generali.hu@generali.com; www.generali.hu) and UniCredit Biztosításközvetítő Kft. (1054 Budapest, Szabadság tér 5-6., biztositas@unicreditleasing.hu) for the conclusion of credit insurance agreements, furthermore the insured of the insurance established in connection with the data subject's loan relationship
- Hungarian National Bank (1054 Budapest, Szabadság tér 9., info@mbn.hu) in respect of data controlling under Section I/D/21.

Pursuant to Sections 161 to 164 of the Credit Institutions Act on the disclosure of confidential banking information and Sections 118 to 120 on the disclosure of confidential securities information:

- The Bank's shareholder UniCredit S.p.A. (20154 Milan, Italy, Piazza Gae Aulenti 3 – Tower A, www.unicreditgroup.eu) for the purposes of shareholder control, fulfilment of the Bank's statutory functions and obligations, consolidation, risk analysis, sale of services, and compliance with consolidated supervision
- UniCredit Bank Austria AG according to Sections 6, 9 and 10 of Annex 1 to the General Business Terms on outsourced activities (hereinafter: Outsourcing Annex)
- Third party collection agencies on behalf of the Bank

Pursuant to Section 5 (7) of the CCIS Act:

- BISZ Zrt. for queries in the CCIS for negative reference data (on debtors in default and fraud cases), and data transfers

Pursuant to Section 142/A (2)-(3) of the Capital Market Act:

- Hungarian National Bank in respect of data controlling under Section I/C/14.

### III. Data processors

- GIRO Zrt. (1054 Budapest, Vadász u. 31., info@mail.giro.hu, www.giro.hu) for GIRinfo queries
- The Bank's contracted partners for opinion polls and market research
- The Bank's contracted security partners in the case of data controlling for security and safety purposes (Sections I/D/22–23)

Data processors and sub-data processors in the course of outsourcing under Section 68 of the Credit Institutions Act:

- EPDB Nyomtatási Központ Zrt. (seat: 1117 Budapest, Budafoki út. 107-109.) 1117 Budapest, Budafoki út. 107-109.) as data processor and sub-data processor Díjbeszedő Informatikai Kft. (1117 Budapest, Budafoki út 107-109.) according to Sections 1 and 4 of the Outsourcing Annex
- Iron Mountain Kft. (seat: 1093 Budapest, Czuczor utca 10.) as data processor and Datashred Kft. (1012 Budapest, Kuny Domokos utca 4/D fsz.1.) as sub-data processor according to Sections 2 and 11 of the Outsourcing Annex
- Czech Branch of UniCredit Business Integrated Solutions S.C.p.A. (Želetavská 1525/1, Praha 4, PSČ 140 00, Czech Republic) according to Section 5 of the Outsourcing Annex
- GEMALTO GmbH (Mercedesstrasse 13, 70794 Filderstadt, Germany) as data processor and ANY Biztonsági Nyomda

Nyrt. (1102 Budapest, Halom u. 5.) as sub-data processor according to Section 3 of the Outsourcing Annex

- UNICREDIT BUSINESS INTEGRATED SOLUTIONS SOCIETÀ CONSORTILE PER AZIONI ("UBIS") (Italy, 20151 Milan, Via Livio Cambi 1.) as data processor and First Data Magyarország Kft. (1138 Budapest, Váci út 135-139.), First Data Slovakia s.r.o. (Einsteinova 25. 85101, Bratislava, Slovakia), Accenture S.p.A (IT 20154 Milano VIA MAURIZIO QUADRIO 17), AlbaComp SH (HU 8000 Székesfehérvár Raktár u. 2.), Appello Kft (HU 1075 Budapest Madách Imre út 13-14.), ASSECO SOUTH EASTERN EUROPE (HR 10000 ZAGREB ULICA GRADA VUKOVARA 269D), BlackBelt Technology Kft. (HU 2092 Budakeszi Gábor Áron u. 48/C), BSCE Kft. (HU 1134 Budapest Robert Karoly Krt. 82-84.), Budapesti Értéktőzsde Zrt. (HU 1062 BUDAPEST ANDRÁSSY ÚT 93.), Cardinal Kft (HU 1025 BUDAPEST PUSZTASZERI ÚT 91), Cobra Computer Kft (HU 1134 Budapest Róbert Károly Krt 59.), Compliance Data Systems Hungary Kft. (HU 1023 Budapest 4. Bécsi út 4), Easy-Comp BT (HU 1202 BUDAPEST CSOMA U. 31/B.), ENGINEERING INGEGNERIA INFORMATICA (IT 00185 Roma Via San Martino della Battaglia, 56), FBS HUNGARY Kft. (HU 2013 Pomáz Liliom utca. 84-86.), FIDOSOFT SZÁMÍTÁSTECHNIKAI BT. (HU 2500 ESZTERGOM PERC U.), FINITEC SP. Z O.O. (PL 96-300 Żyrardów P.O.W. 2B/25), Geomant-Algotech Zrt. (HU 1013 Budapest Krisztina tér), HANSOFT INFORMATIKAI KFT. (HU 1094 Budapest Tűzoltó utca 78-80), HYPERTAM KFT. (HU 1117 BUDAPEST FEHÉRVÁRI ÚT 50-52. 2em), Incom Famulatus Kft. (HU 1074 Budapest Rottenbiller utca 6/b), LOXON SOLUTIONS ZRT. (HU 1134 Budapest Lőportár utca 20.B), L&P SOLUTIONS KFT (HU 1118 Budapest Homonna utca 8/A), MONOLITH SYSTEMHOUSE INTERNATIONAL (SK 943 01 Stúrovo 11 Hlavná), OMIKRON MAGYARORSZAG KFT (HU 1133 Budapest Vaci ut 110), PATSYS INFORMATIKAI KFT (HU 1162 BUDAPEST SZILAJ Utca), Qualysoft Zrt. (HU 1118 Budapest Rétköz utca 5.), R&R Software Zrt. (HU 1038 Budapest Ráby Mátyás utca 7.), Rate Software and Development Kft. (HU 1119 Budapest Fehérvári út 79.), REPLY S.P.A. (IT 10143 TORINO CORSO FRANCIA 110), SAS Institute Kft (HU 1122 Budapest Határőr út 36.), SOLIDSOFT KFT. (HU 1142 Budapest Rákospatak u. 50-52.), TATA CONSULTANCY SERVICES LIMITED (HU 1117 Budapest Irinyi Jozsef utca 4-20 1. emelet), TOP ITSERVICES AG (DE 82008 Unterhaching Inselkammerstraße 1), TRILOBITA INFORMATIKAI ZRT. (HU 1149 Budapest Nagy Lajos király útja 117), VALUE TRANSFORMATION SERVICES (IT 37139 VERONA VIA DELLA MECCANICA SNC), Pentalog Romania SRL (RO 500227 Brasov 13A, Garii street, 2nd floor), Technology Reply SRL (RO 014472 Bucharest STR. CEASORNICULUI, NR.17), WUP Kft (HU 1027 Budapest Ganz u. 16.), Codeland SRL (IT 20124 Milano Piazza IV Novembre 4), IASON LIMITED (BG V94 D43N LIMERICK



- 60 CURRY STREET) as sub-data processors, according to Section 7 of the Outsourcing Annex
- UniCredit Bank AG. (Kardinal-Faulhaber- Str. 1, 80333 Munich, Germany) according to Section 8 of the Outsourcing Annex
  - NeoSoft Informatikai Szolgáltató Kft. (8000 Székesfehérvár, Távírda utca 2/A.) according to Section 12 of the Outsourcing Annex
  - UniCredit Business Integrated Solutions Austria GmbH (1090 Vienna, Nordbergstrasse 13) as data processor and B.I.T. Blue IT-Services Ges.m.b.H. (AT 1020 Vienna Obere Donaustraße 95), COMARCH SPOLKA AKCYJNA (PL 31-864 Krakow Aleja Jana Pawla II 39a), EXPERIAN ÖSTERREICH GESELLSCHAFT MI (AT 1080 Wien Strozsigasse 10), PL-O-T EDV-Planungs- und Handels GmbH (AT 1010 Wien Franz Josefs Kai 33), SPECIFIC-GROUP SLOVAKIA KG (SK 821 04 Bratislava Galvaniho 7/D), Targit GmbH (AT 1040 Vienna Brucknerstraße 2/3), TERADATA GMBH (AT 1150 Wien Storchengasse 1), VOQUZ IT Solutions (AT 1030 Wien Rennweg 97-99) as sub-data processors according to Section 13 of the Outsourcing Annex
  - GIRO Elszámolásforgalmi Zártkörűen Működő Részvénytársaság (1054 Budapest, Vadász u. 31.) according to Section 14 of the Outsourcing Annex
  - Afford Fordító- és Tolmácsiroda Kft. (1093 Budapest, Lónyay utca 29.) as data processor and Syntext Bt. (1147 Budapest, Czobor u. 84/B), Horváth Eleonóra ev. (8000 Székesfehérvár, Havranek u. 6.), Punktum 03 Bt. (1133 Budapest, Kárpát u. 5.), Mezei Viola Mezei ev. (1021 Budapest, Budakeszi út 55/D) és Világ-Egyetem Kft. (1064 Budapest, Vörösmarty u. 42. 2/16.) as sub-data processors according to Section 15 of the Outsourcing Annex
  - InterContact Budapest Kft. (1054 Budapest, Hold u. 15.) as data processor és SB Bt. (1122 Bp., Maros u. 25.), Csere Éva és Tsa Bt. (1028 Budapest, Úrbéres u. 38-40.), Exedrium Kft. (1016 Budapest, Fenyő u. 13.), Konsulinna Bt. (1016 Budapest, Fenyő u. 13.), Target 27. Kft. (2600 Vác, Karcsu Antal Arzén u. 1/C.), B.O. Bt. (1101 Budapest, Kőbányai út 43/A, Aldwick Kft. (5600 Békéscsaba, Andrássy u. 24-28.), Krahobor Bt. (2086 Tinnye, Honfoglalás u. 7.), Márk Frivaldszky e.v. (1046 Budapest, Kunhalom. u. 28.), Szomráky Béla e.v. (2626 Nagymaros, Béla Király u.2.), Al-Dente Bt. (1138 Budapest, Népfürdő u. 17/C.), Bezdán Csaba e.v. (7622 Szedeg, Attila út 7.), Mahalo Bt. (1031 Budapest, Vízimolnár u. 6.), Trans-Script Bt. (1032 Kiscelli u. 18.), Kaletsky és Tsa Kft. (1012 Budapest, Logodi u. 50.), a RG Progress Bt. (1145 Budapest, Róna u. 185.), Niles Facklam e.v. (77694 Kehl, Kindergarten Strasse 1/A.) és Szunyiné Vezse Mária e.v. (2030 Érd, Bibic u. 46.) as sub-data processors according to Section 16 of the Outsourcing Annex

- Interlingo Bt. (1026 Budapest, Pasaréti út 47.) according to Section 17 of the Outsourcing Annex
- Webstation Számítástechnikai, Kereskedelmi és Szolgáltató Bt. (1082 Budapest, Nap u. 32.) according to Section 18 of the Outsourcing Annex

#### IV. Other facts related to data controlling

The employees of the Bank and of any other data controllers and data processors may access data to the extent required for the performance of the functions within their job responsibilities.

The Bank protects data by means of suitable measures against unauthorised access, alteration, transfer, public disclosure, deletion or destruction, as well as damage and accidental loss, and to ensure that stored data cannot be corrupted and rendered inaccessible due to any changes in or modification of the applied technique. For the protection of data sets stored in its different electronic filing systems, the Bank will introduce suitable technical solutions to prevent, unless this is permitted by law, the interconnection of data stored in these filing systems and the identification of the data subjects.

With regard to the state of the art, the Bank may take technical, organisational and hierarchical measures to ensure the security of data controlling that provide a level of protection appropriate for the risks arising in connection with data controlling.

The Bank may use automated data processing to assess creditworthiness against pre-defined criteria.

#### V. Rights and remedies available to the data subject

Data subject may request the Bank to provide information on the processing of his personal data, rectification and/ or – excluding mandatory data processing activity – deletion or blocking at the following address: UniCredit Bank Hungary Zrt. 1054 Budapest, Szabadság tér 5-6. or in email at [info@unicreditgroup.hu](mailto:info@unicreditgroup.hu)

##### Right to information

Upon the data subject's request the data controller shall provide information concerning the data relating to him, including those processed by a data processor hired by the data controller or by others based on its instructions, the sources from where they were obtained, the purpose, grounds and duration of processing, the name and address of the data processor and on its activities relating to data processing, the circumstances surrounding the privacy



incident, its impact, and the actions taken to rectify the situation, and – if the personal data of the data subject is made available to others – the legal basis and the recipients. Data processors must comply with requests for information without any delay, and provide the information requested in an intelligible form, in writing at the data subject's request, within not more than twenty-five days. This information shall be provided free of charge for any category of data once a year. Additional information concerning the same category of data may be subject to a charge.

### Right to rectification

Where a personal data is deemed inaccurate, and the correct personal data is at the controller's disposal, the data controller shall rectify the personal data in question.

### Blocking and marking

Personal data shall be blocked by UniCredit Bank Hungary Zrt. instead of erased if so requested by the data subject, or if there are reasonable grounds to believe that erasure could affect the legitimate interests of the data subject. Blocked data shall be processed only for the purpose which prevented their erasure. If the accuracy of an item of personal data is contested by UniCredit Bank Hungary Zrt. and its accuracy or inaccuracy cannot be ascertained beyond doubt, UniCredit Bank Hungary Zrt. shall mark that personal data for the purpose of referencing.

### Right to erasure

Personal data shall be erased by UniCredit Bank Hungary Zrt. if

- a) processed unlawfully;
- b) so requested by the data subject;
- c) incomplete or inaccurate and it cannot be lawfully rectified, provided that erasure is not disallowed by statutory provision;
- d) the purpose of processing no longer exists or the legal time limit for storage has expired;
- e) so instructed by court order or by Hungarian National Authority For Data Protection and Freedom of Information.

### Rules of procedure

Personal data's erasure, blocking, marking, rectification by data processor shall be made within twenty-five days. If the UniCredit Bank Hungary Zrt. refuses to comply with the data subject's request for rectification, blocking or erasure, the factual or legal reasons on which the decision for refusing the request for rectification, blocking or erasure is based shall be communicated in writing, or electronically with the data subject's consent, within twenty-five days of receipt of the request. When a data is rectified, blocked, marked or erased, the data subject to whom it pertains and all recipients to whom it was transmitted for processing shall

be notified. Notification is not required if it does not violate the rightful interest of the data subject in light of the purpose of processing.

### Right to object

The data subject shall have the right to object to the processing of data relating to him:

- a) if processing or disclosure is carried out solely for the purpose of discharging the controller's legal obligation or for enforcing the rights and legitimate interests of the controller, the recipient or a third party, unless processing is mandatory;
- b) if personal data is used or disclosed for the purposes of direct marketing, public opinion polling or scientific research; and
- c) in all other cases prescribed by law.

In the event of objection, UniCredit Bank Hungary Zrt. shall investigate the cause of objection within the shortest possible time inside a fifteen-day time period, adopt a decision as to merits and shall notify the data subject in writing of its decision. If, according to the findings of the controller, the data subject's objection is justified, the controller shall terminate all processing operations (including data collection and transmission), block the data involved and notify all recipients to whom any of these data had previously been transferred concerning the objection and the ensuing measures, upon which these recipients shall also take measures regarding the enforcement of the objection.

If the data subject disagrees with the decision taken by the controller the data subject shall have to bring action in the court of law within thirty days of the date of delivery of the decision or from the last day of the time limit.

UniCredit Bank Hungary Zrt. shall not delete the data of the data subject if processing has been prescribed by law. However, data may not be disclosed to the data recipient if the controller agrees with the objection or if the court has found the objection justified.

### Liability and Restitution

UniCredit Bank Hungary Zrt. shall be liable for any damage caused to a data subject as a result of unlawful processing or by any breach of data security requirements.

Where a data controller violates the rights of the data subject relating to personality as a result of unlawful processing or by any breach of data security requirements, the data subject shall be entitled to demand restitution (Section 2:52 of Civil Code) from the data controller.

The data controller shall also be liable for any damage caused by a data processor acting on its behalf, as well as for any restitution payable to the data subject for any violation by the data processor of his rights relating to personality.

The data controller may be exempted from liability for damages or for payment of restitution if he proves that the damage was caused by or the violation of the rights of the data subject relating to personality is attributable to reasons beyond his control.

No compensation shall be paid and no restitution may be demanded where the damage was caused by or the violation of rights relating to personality is attributable to intentional or negligent conduct on the part of the data subject.

#### Judicial remedy

In the event of any infringement of his rights, the data subject, may file for court action against the controller. If so requested by the data subject, the action may be brought before the general court in whose jurisdiction the data

subject's home address or temporary residence is located. The court shall hear such cases in priority proceedings.

#### Proceeding of data protection:

In case of a complaint, the competent is Hungarian National Authority For Data Protection and Freedom of Information:

Name: Nemzeti Adatvédelmi és Információszabadság Hatóság

Registered seat: 1125 Budapest, Szilágyi Erzsébet fasor 22/C.

Postal address: 1530 Budapest, Pf.: 5.

Phone: 06.1.391.1400

Fax: 06.1.391.1410

E-mail: [ugyfelszolgalat@naih.hu](mailto:ugyfelszolgalat@naih.hu)

Website: <http://www.naih.hu>

