

**Raiffeisen Bank Zrt.**

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**BUSINESS CONDITIONS FOR MERCHANTS**

**(BCM)**

*For card acceptance services and payment solutions based on unified data entry solution*

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## **INTRODUCTION**

The purpose of this Business Conditions for Merchants (hereinafter: "**BCM**") is to lay down general rules and contractual terms and conditions applicable to the banking services related to card acceptance provided by Raiffeisen Bank Zrt. to its customers who conclude a card acceptance contract under these BCM and to Customers who conclude a contract with the Bank for payment solutions based on a unified data entry solution.

CHAPTER I of these BCM applies to Card Acceptance Services, while CHAPTER II applies to payment solutions based on a unified data entry solution.

## **CHAPTER I - CARD ACCEPTANCE SERVICES**

### **I. Part 1 - GENERAL PROVISIONS**

#### **1. RELATIONSHIP BETWEEN THE PARTIES**

1.1. These BCM covers all the services provided by the Bank to the Acquirer as set out in these BCM, as well as the related agreements between the Bank and the Acquirer, the legal representations made by the Bank and the Acceptor, and any other agreements between the Bank and the Acquirer that expressly so provide. The Card Acceptance Agreement allows the use of the payment instruments provided for therein at the Acquirer's units involved in Card Acceptance (hereinafter referred to as "Acceptance Points"). The material scope of these BCM applies to all Acceptance Points.

The Card Acceptance Agreement between the Bank and the Acquirer is concluded upon signature of the Card Acceptance Agreement by both parties, enters into force on the date of signature and shall be for an indefinite term. The Card Acceptance Agreement covers all Card Payment Transactions executed during its term, as well as all payment instruments. The Application Form forms an inseparable annex to the Agreement, on which the prospective Customer/Acquirer selects the services he/she wishes to use from the range of services provided by the Bank for payment instruments. The Bank may, at its sole discretion, either (i) accept the submitted Application and in this case sign the Card Acceptance Agreement (jointly with the Customer) or (ii) reject it and in this case the Agreement shall not be concluded. These BCM together with the related announcement, General Business Conditions (GBC) of the Bank in force from time to time, the List of Terms and Conditions for Merchants and the Card Acceptance Manual shall also form part of the Agreement.

In the contracting process, (i) the Bank prepares an individual Indicative Offer based on the data provided by the prospective Acceptor, which is sent electronically to the prospective Acquirer together with the prepared Card Acceptance Agreement; (ii) if the prospective Acquirer accepts the contents of the Indicative Offer and wishes to conclude the agreement, he/she signs the Card Acceptance Agreement sent to him/her in the manner chosen and makes it available to the Bank; (iii) the Bank then takes a decision on the provision of the service and, if the decision is positive, signs the Card Acceptance Agreement and makes a copy available to the Acquirer.

1.2. In all matters not provided for in these BCM, the Card Acceptance Agreement, the Application Form and the Bank's General Business Conditions (GTC), the List of Terms and Conditions for Merchants and the provisions of the Card Acceptance Agreement in force at the time shall prevail.

- 1.3. If the Card Acceptance Agreement contains provisions that differ from or conflict with the provisions of the BCM and the GBC, the provisions of the Card Acceptance Agreement shall prevail.
- 1.4. **The services covered by these BCM are in the process of being introduced, and the provisions of these BCM shall become effective on the date specified in the Announcement in Annex I, at the same time as the relevant service is introduced.**

#### 1.5. Definitions

For the purposes of the BCM and the Card Acceptance Agreement covered by it, capitalized terms defined below shall have the meanings set forth herein.

**GBC** means the Bank's General Business Conditions in force from time to time.

**Bank** means Raiffeisen Bank Zrt.

**Interchange fee** means a fee paid by the Bank as the card-accepting payment service provider to the Issuer for each payment transaction in the context of the legal relationship between the Issuer participating in a Card Payment Transaction and the Bank as the card-accepting payment service provider. The Net Compensation and other charges stipulated are considered part of the Interbank Commission.

**Chip Transaction** means a Card Payment Transaction in which a chip or hybrid Card is used and the chip reader function of the POS Terminal is used to read the data.

**Chargeback** means a means of complaint by the Payer (customer). It is initiated by the Card Issuer (the customer's bank) and means the reversal of the financial claim submitted by the Acquirer. It occurs when the Payer (customer) disputes the transaction and it is determined that the claim can be charged back to the Acquirer (merchant) under the applicable card company rules.

**Connection Fee** means a one-off fee for the use of the vPOS service, payable after the conclusion of the agreement. This fee covers the costs of initial technical set-up and start-up support.

**Acquirer** means the merchant, the business under the Civil Code (including sole trader, other self-employed person, private individual with a tax number, sole proprietorship, primary producer and family farmer), local government, other legal entity or organisation, with legal capacity that uses one or more Card Acceptance Services under the Card Acceptance Agreement with the Bank.

**Acceptance Point** or **Point of Sale** means a physical or virtual space operated by the Acquirer as a merchant that is equipped with a POS Terminal and allows the Payer to pay by Card.

**Ethoca** means an online platform and service provided by Mastercard that is used by banks and merchants to share fraud information and protect against fraud. A collective, collaborative solution that enables real-time data sharing between merchants and banks to identify and prevent card fraud and questionable chargebacks of authorised transactions. The Ethoca platform allows participants to instantly share confirmation of transactions that are being investigated for fraud against merchants or banks, thereby facilitating more effective fraud protection and minimising losses caused by fraud for financial institutions and the business sector.

**Parties** means the Acquirer and the Bank collectively.

**Payment link** Bank provides a secure, closed, online interface for merchants with vPOS to create unique payment links by providing the following information: Amount, order ID, Description, expiry date (the date until the transaction can be settled by credit card). The resulting payment link is a unique URL containing the information provided, which the payer can click on to make an online payment by credit card to complete the financial settlement of the order resulting from his/her relationship with the

merchant. The delivery of the payment link to the payer is the merchant's responsibility, for which Bank does not provide a secure channel.

**Payment Account** means the payment account according to the Act on the Pursuit of the Business of Payment Services (Pft.) opened and maintained by the Bank on behalf of the Acquirer for the purpose of the Acquirer's payment transactions in HUF or in the currency determined by the Bank.

**Payer** means the customer, the natural or legal person who holds a payment account (bank account) and authorises a payment order from that payment account or, in the absence of a payment account, gives a payment order.

**Application Form** is an annex to the Card Acceptance Agreement, the purpose of which is to enable the representatives of the businesses to apply for the service selected by the business, after providing the Bank with their details, on this document. After examining the Application Form, processing and possible verification of its content, the Bank decides whether it wishes to enter into an agreement with the business concerned and, if so, with what content. Following the Bank's decision, the Parties enter into an agreement setting out their contractual intentions and shall annex the Claim Form to this Agreement.

**Recurring Payment** means a payment whereby the Cardholder's bank card details provided at the time of the registration transaction may be used to initiate future payments without the need to re-enter the card details and without the Cardholder's active participation. In this case, during the registration transaction, the Cardholder consents to recurring payments and the Acquirer initiates the payments based on this consent.

**Card** means the payment instrument used by the Payer at the Acceptance Point to initiate a payment transaction. Unless otherwise agreed by the Parties, a Card that cannot be linked to a Card Company, including, but not limited to, a SZÉP card, shall not be considered a Card for the purposes of these BCM.

**Card-based Payment Transaction** means the execution of a payment transaction initiated by the Payer by means of the POS Terminal, SoftPOS Application or Virtual POS Terminal service types, according to the type(s) of service indicated by the Acquirer and accepted by the Bank on the Application Form.

**Cardholder** means the natural person whose name appears on the Card in embossed or printed form or in electronic form or who is entitled to use the Card.

**Card Acceptance Manual or Manual** means the card acceptance manual for the card acceptance service, a document prepared by the Bank for merchants to help them to familiarize themselves with and understand the technical, practical procedures and regulations necessary for the acceptance and processing of bank cards. This manual contains detailed information in particular, but not limited to, the types of cards accepted, transaction processes, fees, commissions, security requirements and the latest industry standards to be followed in the acceptance process, as well as technical, design and acceptance specifications for the acceptance of bank cards and the operating rules for POS, Virtual POS. The Card Acceptance Manual helps to comply with the card acceptance rules and to ensure that customers can pay by card. The Card Acceptance Manual or Manual forms an integral part of the Agreement.

**Card Acceptance Agreement (or Agreement)** means an agreement between the Acquirer and the Bank for the Card Acceptance Service, containing specific terms and conditions, under which the Bank shall provide the Card Acceptance Service and other related services set out in the Card Acceptance Agreement, and the Acquirer shall pay a fee. The following documents form part of the Card Acceptance Agreement: (i) the BCM (including all annexes thereto), (ii) the individual Card Acceptance Agreement and Application Form and all annexes thereto, (iv) the List of Terms and Conditions for Merchants, (v) the Announcement and (vi) the Card Acceptance Manual.

**Card Acceptance Service** means the acceptance and processing of a Card-based Payment Transaction in accordance with the Special Provisions of these BCM, resulting in the transfer of funds to the Acquirer through the POS Terminal, SoftPOS Application or vPOS Terminal service types, depending on the service type(s) the Acquirer has indicated on the Application Form and accepted also by the Bank.

**Card Company(s)** means VISA and MasterCard.

**System Fee** means the system usage fee payable by the Bank to the Card Companies, the extent of which the Card Companies are entitled to unilaterally determine and amend. The Bank is entitled to pass over the changes in the System Fees to the Acquirer, which does not constitute a unilateral amendment of the Card Acceptance Agreement by the Bank, the Bank indicates the System Fees on the Card Acceptance Agreement for information purposes.

**Merchant Portal** means the Electronic Channel operated by the Bank for the provision of the Card Acceptance Service, available in Hungarian and English via [www.raiffeisen.hu](http://www.raiffeisen.hu) or directly at <https://kereskedo-portal.raiffeisen.hu/>. The Bank may request data and information from the Acquirer on the Merchant Portal prior to the conclusion of the agreement, and after the conclusion of the agreement, the Bank sends notifications, messages and makes available documents on the Merchant Portal. Notifications, information and declarations addressed to the Acquirer shall be deemed to have been delivered on the date of sending or making available and deposit, which date shall in any case be recorded in the Bank's computer system.

**Merchant Service Charge** means the fee to be paid by the Acquirer to the Bank for the use of the Card Acceptance Service in respect of the transactions, the amount of which is set out on the Application Form and/or the List of Terms and Conditions for Merchants.

**Issuer or Card Issuer** means the payment service provider that has made the Card available to the Payer for the initiation, authorisation and processing of Card-based Payment Transactions.

**List of Terms and Conditions for Merchants** means the document containing the legal title, amount and due date of the fees, commissions, costs and interest charged by the Bank for the Card Acceptance Services provided to the Acceptor, as well as other specific terms and conditions of the provision of the Card Acceptance Services, in force from time to time and applicable to the respective Acceptor, which is available on a continuous basis on the Bank's website and in the Bank's branches.

**Net Compensation** means the total net amount of payments, rebates or incentives received by the Acquirer from the Payment Card Scheme, Card Acceptance Service Provider or any other intermediary in relation to Card-based Payment Transactions or related activities.

**Proprietary Card** means a Card issued by the Bank. In this case, the Bank is both the Issuer and the accepting payment service provider.

**Pft.** means the Act LXXXV of 2009 on the Pursuit of the Business of Payment Services.

**PIN-code** (Personal Identification Number) means the unique and confidential code necessary to uniquely and unambiguously identify the Cardholder in connection with Card-based Payment Transactions.

**POS Terminal** (point of sale) means the electronic device or software, whether built into or separate from the checkout of the Acceptance Point, which is the means of executing the Card-based Payment Transaction and other possible payment instruments (e.g. QR code payment). During its use, it may partially identify the Card and the Cardholder, electronically grant or reject the authorisation received from the Bank to execute the Card-based Payment Transaction, or, in the case of an off-line Card-based Payment Transaction, process the Card-based Payment Transaction and record and transmit

to the Bank information related to the Card-based Payment Transaction. Unless otherwise provided, POS Terminal means collectively the POS Terminal and the PIN PAD.

**Regulation** (Interchange ++ regulation): Regulation (EU) 2017/751 of the European Parliament and of the Council on interchange fees for card-based payment transactions. In the event of any inconsistency between the provisions of the Regulation and these Business Conditions, the interpretation in accordance with the Regulation shall prevail.

**SoftPOS Application** means a specific software mobile application downloaded from the Google Play store to a proprietary NFC-enabled Android mobile device used by the Acquirer for this purpose, which, with its own unique identification number (TID), acts as a terminal function and enables the acceptance of contactless payment transactions at the point of payment using the Card or other mobile device (mobile wallet) suitable for electronic payment solutions. SoftPos functions can be accessed within the Scan&Go mobile application, provided that the customer downloads the application specified by the Bank for this purpose and concludes a card acceptance agreement with the Bank.

**Transaction Slip:** a) When using the vPOS Terminal, the confirmation that records the details of the Card, the Acquirer and the Card-based Payment Transaction. In the case of a Recurring Payment, the confirmation shall be the electronic message sent by the Card Accepting Payment Service Provider to the Cardholder on the success of the recurring Card Transaction. b) In the case of a POS Terminal, the sales slip printed or electronically generated by the POS Terminal, which records the the details of the Card, the Acquirer and the Card-based Payment Transaction. c) In case of using the softPOS Application, the transaction slip sent electronically to the Acquirer and the Cardholder, which records the the details of the Card, the Acquirer and the Card-based Payment Transaction.

**Virtual (bank) Card Acceptance** means an operation whereby the Acquirer executes a Card-based Payment Transaction using a Virtual POS Terminal.

**Virtual Point of Sale (vPOS) Terminal** means the Card Acceptance Software that handles the Card-based Payment Transaction (eCommerce type transaction) made via the Internet in accordance with the security standards of the Card Companies and the Bank.

**Virtual Acceptance Point** means a collection of Internet sites that, in cooperation with the Acquirer's Internet Store application, offer the Payer the possibility to pay by Card.

## 2. GENERAL COMMITMENTS OF THE PARTIES

### Commitments of the Acquirer

The Acquirer shall accept all valid Mastercard (Mastercard International), Maestro and Visa, Visa Electron, VPay (VISA) cards as payment instrument upon payment by the Cardholder.

**2.1.** The Acquirer may not set a minimum amount or limit of value to the Cardholder below or above which the Card will not be accepted as a means of payment, except as provided in the following Section 2.2.

**2.2.** The Parties agree that the Acquirer may authorize payment at an Acceptance Point in connection with a Card-based Payment Transaction by the Cardholder up to a maximum of HUF 1,000,000, i.e. one million forints the terminal limit set by the Bank as default or, upon the Acquirer's request and the Bank's approval, up to a different terminal limit. The Acquirer shall authorise Card-based Payment Transactions made simultaneously by the same Cardholder with the same Card in one amount, even if several invoices have been issued for the same Card-based Payment Transaction. The default terminal limit set by the Bank is set out in the Manual. The Acquirer may request that the terminal limit be changed by filling in the Bank's form, specifying also the reason for the change. The Bank shall examine and assess the Acquirer's request and shall notify the Acquirer of the result of the assessment

and the date of the adjustment. The Acquirer may also request an adjustment of the limit amount at the time of conclusion of the contract.

- 2.3.** The Acquirer may not increase the amount payable by the Cardholder as consideration for the goods sold or services provided by the Cardholder because the Cardholder pays by Card, and the Acquirer may not charge fees, costs or other payment obligations for payment by Card.
- 2.4.** The Acquirer may accept the Card only at the Acceptance Point(s) specified on the Application Form and only in the course of the sale of the product/service/fulfilment of payment obligations specified in the Card Acceptance Agreement, and only for the purpose of making the payment transactions specified on the Application Form. If the Acquirer sells a product or service for which the Bank is aware and accepts that the place of sale or provision of the service varies, in particular, but not limited to, in the case of taxis or mobile vendors, the restriction set out in the previous sentence shall apply to the sale of the product/service/fulfilment of payment obligations as specified on the Application Form and the Card Acceptance Agreement.
- 2.5.** The Acquirer must request the Bank's written approval in due time, but at least 5 working days before the change in respect of:
- 2.5.1 A change or new designation of the sold product, service or activity specified in the agreement
  - 2.5.2 Change of address of the Acceptance Point, designation of a new Acceptance Point,
  - 2.5.3 Change of owner(s),
  - 2.5.4 Change in the details specified in the agreement
  - 2.5.5 Change of URL.
- 2.6.** The Acquirer is obliged to check the correct functioning of the POS Terminal and/or softPOS Application or the Virtual Point of Acceptance at least once a day. If the Acquirer detects any irregularity, he/she shall immediately notify the Bank or the contractor designated by the Bank. The Acquirer undertakes to contact the Bank immediately if he/she notices any irregularities or misuse of the Card Acceptance Service.
- 2.7.** The Acquirer shall comply with the provisions of the Card Acceptance Manual.
- The Acquirer expressly accepts that the Bank shall not be liable for any damage caused to the Acquirer by any failure or interruption in the operation of the Internet connection used by the Acquirer to use the Card Acceptance Service.
- 2.8.** The Acquirer shall bear all costs of establishing, operating and maintaining the Internet connection used by the Acquirer to use the Card Acceptance Service. The Acquirer shall bear full responsibility for the use, configuration and operation of IT solutions, systems and structures in the Acquirer's interest, as well as for any errors arising therefrom, and the Bank shall exclude all liability in this respect.
- 2.9.** Any damage resulting from the improper use of the hardware or software required for the Card Acceptance Service shall be borne by the Acquirer.
- 2.10.** The Acquirer may not transfer his/her rights under the Card Acceptance Agreement, nor may he/she transfer the right to use the POS Terminal, softPOS Application and vPOS Terminal to another party.
- 2.11.** The Acquirer shall be obliged to cooperate with the Bank in order to settle any claims arising from any subsequent complaints procedures. This obligation of cooperation of the Acquirer shall survive the termination of the Card Acceptance Agreement without time limitation.
- 2.12.** The Acquirer undertakes to provide the Bank, at the Bank's request, with the statements required by the Card Companies for the provision of data requested by the Bank.

- 2.13.** If the Acquirer offers the Payer a rebate on the consideration for the goods or services in the legal relationship with the Payer for the provision of the goods or services, the Acquirer shall inform the Payer of this fact prior to the submission of the payment order by placing a notice of this fact in the Acceptance Point in a manner that is conspicuous to the Payer.
- 2.14.** The Acquirer shall ensure that the Acceptance Points are aware of the obligations of the Acquirer under the Card Acceptance Agreement and shall ensure that the Acceptance Points comply with them.
- 2.15.** The Acquirer undertakes to inform the Bank in writing without delay prior to the assignment in the event that the Acquirer entrusts a third party with the operation of the Acceptance Point. The Acquirer accepts that, if the Bank does not agree to the third party's assignment by the Acquirer, the Bank shall be entitled to exclude the Acceptance Point operated by the third party from the Acceptance Points covered by this Agreement. The Bank shall notify the Acquirer thereof.
- 2.16.** The Acquirer accepts that if the annual number of transactions specified by the Card Companies is exceeded, the Bank shall require the Acquirer to make the declarations required by the Card Companies.
- 2.17.** The Bank is entitled to monitor the Acquirer's sales traffic, Card-based Payment Transactions, Acceptance Points, the Virtual Acceptance Point if the vPOS Terminal is used, its IT equipment, data recording systems, office or business premises at any time and on an ongoing basis in order to verify the Acquirer's compliance with the obligations under the Card Acceptance Agreement and the Card Companies' requirements.
- 2.18.** The Parties agree, and the Acquirer expressly agrees, that the Bank may use a subcontractor in the course of providing the Card Acceptance Service.

#### **Commitments of the Bank**

- 2.19.** The Bank undertakes that, in the case of a software required for the use of the POS Terminal, the softPOS Application or the vPOS Terminal for which it is entitled to grant a licence, it will grant the Acquirer a licence which the Acquirer may not transfer to another person, may not assign the right of use to another person and may not use the software in any manner other than as provided for in the Card Acceptance Agreement.
- 2.20.** The Bank undertakes to provide the Acquirer with the Card Acceptance Manual, the POS Terminal, to perform the installation and commissioning of the POS Terminal for the Acquirer; to provide the Acquirer with the integration document, installation instructions, test keys for the installation of the softPOS Application and the vPOS Terminal, as well as the necessary documentation for the generation of the live keys.
- 2.21.** The Bank undertakes to (i) electronically transmit to the Acquirer the data related to the Card-based Payment Transactions executed through the POS Terminal equipment installed by the Bank and the softPOS Application installed by the Acquirer, as well as the vPOS Terminal, i.e. to process the Card-based Payment Transactions, and (ii) credit the amount of the Card-based Payment Transactions less the commission under the Card Acceptance Agreement to the Acquirer's Payment Account with the Bank as specified in the Card Acceptance Agreement, i.e. arrange for the settlement/payment of the Card-based Payment Transactions.
- 2.22.** The Bank undertakes to provide the Acquirer with the logos of the Card Companies and the Bank, thus ensuring that the Acquirer informs the Paying Parties about the possibility to pay via the POS Terminal, softPOS Application and vPOS Terminal.

- 2.23.** When authorising a Card-based Payment Transaction, vPOS, the POS Terminal and softPOS Application will automatically perform the electronic authorisation request. The Bank only settles the Card-based Payment Transaction authorised by the Card Issuer or the Card Company.
- 2.24.** The Bank undertakes to maintain a 24/7 call center (Raiffeisen Direkt) for the Acquirer, where it will assist the Acquirer in case of problems with the acceptance of the Card and will carry out authorisation requests and data reconciliation in connection with the acceptance of the Card. The contact details of the call centre are published on the Bank's website.
- 2.25.** The Bank undertakes to support the Acquirer in complying with the security standards required by the Visa and Mastercard Card Companies, the strict requirements for the retention of transaction data and data protection. It will explain these in detail to the Acquirer, including through training, and ensure that the Acquirer can demonstrably comply with them.

### **3. ACQUIRER'S DECLARATION ON THE PREVENTION OF BANK CARD FRAUD**

The Bank informs the Acquirer that counterfeiting, facilitating the counterfeiting of, and misuse of a payment instrument constitutes a criminal offence. The Bank further informs the Acquirer that anyone who causes damage by using a forged, counterfeited or unauthorised electronic payment instrument or by accepting payment by such an instrument commits the offence of fraud by using an information system. The Bank informs the Acquirer that anyone who makes data that is a bank secret available to an unauthorised person for the purpose of obtaining unlawful advantage or causing financial loss to another person commits a criminal offence. The Bank informs the Acquirer that in the event that it obtains information that gives rise to a suspicion of a criminal offence of breach of bank secret, it will report the matter to the police.

### **4. FEES, COMMISSIONS AND CHARGES FOR SERVICES**

The Acquirer shall pay to the Bank the fees, commissions and charges for the provision of the Card Acceptance Service as set out on the Application Form and the List of Terms and Conditions for Merchants. The Acquirer is obliged to pay the fees, commissions and charges specified in the List of Terms and Conditions for Merchants for the services provided by the Bank to the Acquirer under the Card Acceptance Agreement, in respect of which the consideration and the conditions of bearing the related costs are not specified on the Application Form.

The Bank shall be entitled to unilaterally change the extent of the fees, commissions or charges payable by the Acquirer, as specified in the Card Acceptance Agreement, after informing the Acquirer, if the characteristics of the sales traffic of the card/Merchant's service show a difference from the data previously provided by the Acquirer on the Application Form.

The Bank is entitled to unilaterally modify these BCM and the List of Terms and Conditions for Merchants exclusively in accordance with the provisions of these BCM and the provisions of Part 1, Chapter XIX of the GBC in force from time to time.

The Bank draws the Acquirer's attention to the fact that the Bank is also entitled to unilaterally modify the fees in accordance with the above in the event of changes to the fee elements charged by third parties (e.g. System Fees, etc.) which form part of the Bank's fees.

The fees, commissions and charges are due on the date specified in the Card Acceptance Agreement and the Application Form or, in the absence thereof, in the List of Terms and Conditions for Merchants.

The Bank includes the Interchange Fee and the System Fee on the Application Form with reference to the List of Terms and Conditions for Merchants for information purposes. The Bank may unilaterally apply changes to the Interchange Fee and the System Fee, while the Bank may unilaterally change the fee charged by the Bank only in accordance with these BCM.

The Bank expressly draws the Acquirer's attention that in the example calculation contained in the indicative offer, the Bank calculates using the fees, commissions and charges in force at the time of viewing, i.e. at the moment of viewing, which may vary from the rates applicable at the time of conclusion of the agreement. The example calculation shall not be considered as an individual fee schedule.

#### **4.1. Installation and operating costs**

With respect to bearing the installation and operating costs associated with the Card Acceptance Agreement, the Parties agree that the Acquirer shall bear the costs of setting up and operating the communication line necessary for the proper operation of the POS Terminal, the softPOS Application and the vPOS Terminal (excluding, in the case of a POS Terminal, the necessary SIM card which is provided by the Bank to the Acquirer), as well as the purchase of other equipment necessary for the use of the terminal (e.g. bank card terminal tape). All other costs related to the installation and operation of the system shall be set out in the List of Terms and Conditions for Merchants.

#### **4.2. Merchant fee**

In consideration for enabling the Card-based Payment Transaction and for the processing and settlement of Card-based Payment Transactions by the Bank, the Bank shall be entitled to a Merchant Fee for the Card-based Payment Transactions.

The basis for the fee is the gross amount paid by means of the Card-based Payment Transaction executed with the Card and settled by the Bank. The fee is charged per Card-based Payment Transaction and the amount per Card-based Payment Transaction is calculated by the Bank in HUF for payments made in HUF and in EUR/USD for Card-based Payment Transactions made in foreign currency, rounded to two decimal places.

The Bank shall charge the Acquirer individually determined fees for the different categories and brands of Cards, if the level of Interchange Fees differs, pursuant to Article 9 of Regulation (EU) No 2015/751 of the European Parliament and of the Council, and shall provide information in the Card Acceptance Agreement on the amount of the fees, Interchange Fees and System Fees applicable to each category and brand of Card separately. This may be waived only if by signing the Declaration as part of the Card Acceptance Agreement the Acquirer expressly requests the Bank to charge a single fee.

In the absence of such declaration, the Bank shall apply Interchange++ pricing (not consolidated pricing), whereby the fee paid by the Acquirer is the sum of the Interchange Fee, the System Fee and the Merchant Fee payable on the amount paid by means of the Card-based Payment Transaction.

#### **4.3. Interchange Fee**

The Card Companies publish the current amount of the Interchange Fees determined by them on their websites. The Bank determines the amount of such fee by reference to these websites.

#### **4.4. System Fee**

The System Fee payable for each Card-based Payment Transaction initiated with each Card type, as determined by the Card Companies, are published by the Bank in the List of Terms and Conditions for Merchants, forming an integral part of the Card Acceptance Agreement, and in the Announcement on the Bank's website. In the event of changes to the System Fees, the Bank amends the Announcement. The new System Fees shall enter into force for Acquirers who already signed an agreement with the Bank on the 60th day following the publication of the amendment to the Announcement, and shall apply immediately in the case of new agreements.

The Acquirer shall pay the System Fee as a charge to the Bank.

#### **4.5 Connection Fee: i**

A one-off fee for the use of the vPOS service, payable upon conclusion of the agreement. This fee covers the costs of initial technical set-up and start-up support.

The current applicable rate of the Connection Fee is set out in the List of Terms and Conditions for Merchants.

#### **4.5. Compliance with Acquirer's payment obligations**

The Acquirer shall ensure that on the due date, sufficient funds are available in his/her Payment Account with the Bank, as indicated on the Application Form, to meet his/her outstanding payment obligations to the Bank.

Based on the Acquirer's authorization to this effect, the Bank debits the Acquirer's Payment Accounts – or, in the absence of sufficient funds, any bank account held by the Acquirer with the Bank – with the amount due on the date when the Acquirer's payment obligation falls due. The Acquirer's payment obligation towards the Bank is deemed to be fulfilled when the Bank has debited the Payment Account with the full amount due.

#### **4.6. Default and consequences of default**

The Bank debits the Payment Account with the amount of the due payment obligation of the Acquirer to the Bank even if there are no sufficient funds on the Payment Account, on the understanding that, unless otherwise agreed by the Parties, the Acquirer shall pay default interest at the rate published in the List of Terms and Conditions for Merchants on the amount that the Bank was unable to collect from the Payment Account when due due to lack of funds.

#### **4.7. The Bank's right to set-off**

Subject to the simultaneous written notification of the Acquirer, the Bank shall be entitled to debit any Payment Account of the Acquirer – or, in the absence of funds, any bank account of the Acquirer held with the Bank – or to set off or deduct from the amount paid by means of a Card-based Payment Transaction prior to the settlement of the Card-based Payment Transaction with the Acquirer, in accordance with the relevant provisions of the Civil Code:

- a) in the case of a Card-based Payment Transaction executed more than once, the amount of the payment initiated in the subsequent execution following the first execution,
- b) the amount of a legitimate claim submitted by the Cardholder,
- c) in the case of a complaint by the Cardholder, the amount of the Card-based Payment Transaction for which the Acquirer is unable to provide the Transaction Slips related to the Card-based Payment Transaction at the Bank's request or, in the case of a Recurring Payment, is unable to confirm the sending of the Transaction Slip, the slips presented are illegible or the slips do not comply with the provisions of these Terms and Conditions, including but not limited to, the Transaction Slip does not bear the Cardholder's signature (except for a Chip Card) or the authorisation number,
- d) the Bank's loss, including any fine or penalty imposed on the Bank, caused by the Acquirer's unlawful conduct or the Acquirer's breach of the Card Acceptance Rules,
- e) the amount of the Card-based Payment Transaction accepted by the Acquirer not on the basis of the authorisation request specified in the Card Acceptance Manual, or on the basis of an authorisation request with the wrong transaction type, or without the Bank's authorisation or despite the Bank's instruction to reject it,
- f) in the event of termination of the Card Acceptance Agreement for any reason, the amount of damages, fees, charges, penalties that may be attributable to the Acquirer, in particular: the

amount of any damage, costs, expenses related to the non-returned, damaged or incomplete and/or delayed return of the devices, equipment, their accessories installed by the Bank or on behalf of the Bank, as well as the amount of any damages and costs related to other devices supporting the acceptance, and the amount of any penalties resulting from the delayed removal of the stickers, logos indicating the Card Acceptance following the termination of the technical conditions of acceptance.

If the Payment Account does not cover the amounts set out above, the Acquirer shall pay such amounts within 8 working days of receipt of the invoice or receipt or payment notice to that effect.

The Bank may exercise its right of set-off or deduction as set out above in respect of the Acquirer's committed funds and deposits irrespective of the expiry of the commitment period, i.e. the Bank may terminate (break) the committed deposit in order to exercise its right of set-off. The Acquirer may not claim from the Bank any compensation for any interest lost as a result of the deposit being broken before maturity.

If the currency of the amount to be paid and the currency of the Payment Account to be debited differ, the conversion between the different currencies shall be carried out using the foreign exchange selling rate according to the GBC. If the Acquirer settles the payment obligation in a currency other than the currency in which the payment obligation is denominated, the Acquirer shall pay the Bank the conversion fee according to the List of Terms and Conditions for Merchants.

The statement of account of the Payment Account shall be considered a legal statement in accordance with the provisions of Art. 6:49 (1) of the Civil Code.

## **5. SETTLEMENT**

The form of settlement for the Card Acceptance Service is net settlement. The Acquirer with net settlement accepts that the amount paid by means of the Card-based Payment Transaction accepted by the Acquirer and settled by the Bank will be credited/transferred by the Bank in the currency and to the payment account number specified on the Application Form, after deduction of the Merchant Fee and other fees, commissions and charges and other amounts owed to the Bank.

The Acquirer accepts that the one-off fees and the fees payable by the Acquirer on a regular basis will be debited to the Acquirer's Payment Account with the Bank.

The basis of settlement is the transaction transmitted to the Bank in the form of electronic data or a Card slip.

The Bank processes the amount paid by means of the executed Card Payment Transaction within 1 (one), but not later than 2 (two) banking days from the date of receipt of the Card-based Payment Transaction by the Bank, or within 5 (five) banking days in case of settlement in a currency other than HUF, and credits/transfers the amount due to the Acquirer to the payment account(s) indicated in the Card Acceptance Agreement after settlement in the technical suspense account (the net amount of the amount paid by means of Card-based Payment Transactions less the commission indicated in the Card Acceptance Agreement).

In the event of any unforeseen technical error in the settlement process, the Bank shall settle the account immediately after the error has been resolved.

After the amount due to the Acquirer has been transferred to the Acquirer, the Bank makes available to the Acquirer an analysis containing the following information:

- a) a reference by which the Acquirer can identify the Card-based Payment Transaction,
- b) the amount of the Card-based Payment Transaction in the currency in which it is credited to the Acquirer's account,

- c) the amount of the fees charged for the Card-based Payment Transaction, separately the Merchant Fee, the System Fee and the Interchange Fee.

Upon the prior express request of the Acquirer, the data listed above may be consolidated by Card brand, by application, by Card category and by the level of Interchange Fees applicable to the transaction.

## **6. HANDLING COMPLAINTS AND NOTIFICATION**

### **6.1. Specific rules for complaints and notifications**

A purchase with the Card is the Cardholder's way of fulfilling the contract between the Cardholder (as buyer) and the Acquirer (as seller). The Bank is not a party to the legal relationship between the Acquirer and the Cardholder with respect to the provision of a product or service and is not a party to any dispute (including any claims against one another arising from a breach of contract) between the Acquirer and the Cardholder in connection with the product, service purchased or payment made. The Bank shall not become involved in any disputes between the Acquirer and the Cardholder related to the purchase or payment, and excludes any liability arising from such disputes.

For the handling of complaints and notifications, the following specific rules shall apply, in addition to the relevant chapters of the GBC.

The Acceptor must report to the Bank if:

- a) The Cardholder has made only one purchase from the Acquirer or used the service with a one-time payment obligation, but the amount due has been credited to the Acquirer's bank account multiple times.
- b) The amount paid to the Acquirer by means of the Card-based Payment Transaction has not been credited.
- c) The Acquirer suspects that a Card has been misused.
- d) The Bank transfers to the Payment Account specified in the Card Acceptance Agreement any amount not due to the Acquirer.
- e) The Acquirer did not enter the actual consideration as the amount of the Card-based Payment Transaction, or entered a higher amount than the actual consideration as the amount of the Card-based Payment Transaction and was unable to cancel or reverse the amount through the POS Terminal.

The Acquirer may submit a complaint to the Bank if he/she has a receipt of a successful Card-based Payment Transaction approved by the Cardholder, but the item in question is not included in the analytics. The Acquirer may file a claim with the Bank if he/she disputes the validity of the deduction (set-off) applied by the Bank pursuant to Section 4.7.

### **6.2. Communicating the notification or complaint**

6.2.1. The Acquirer may request the Bank, in relation to the Card-based Payment Transaction, the bank debit or deduction by the Bank, within a period of up to 3 months from the date of the Card-based Payment Transaction, in case of a bank debit or a deduction by the Bank, from the date the statement is made available, to properly settle the Card acceptance, if the Card acceptance was not made in accordance with the terms and conditions set out in the Card Acceptance Agreement. When submitting a notification or a complaint, the Acquirer shall also submit the Bank the written documentation related to the Card-based Payment Transaction concerned by the reporting or complaint (in particular, a copy of the minutes of the Card-based Payment Transaction recorded at

the Acceptance Point, cash register receipt, invoice, etc.), confirming the validity of the Acquirer's request. Complaints are handled in accordance with the rules of the Card Companies.

- 6.2.2. The Acquirer shall provide the Bank with all information and assistance in the event of any dispute between the Cardholder and the Bank in connection with the Card-based Payment Transaction made with the Acquirer. If the Acquirer reaches an agreement with the Cardholder or indemnifies the Cardholder during the complaint procedure, the Acquirer shall immediately notify the Bank thereof by sending the documents generated in this respect.
- 6.2.3. The Acquirer (i) may submit a written complaint to the Bank regarding Card-based Payment Transactions not settled/transferred by the Bank by referring to the Transaction Slip serial number, amount and date of the Transaction Slip.
- 6.2.4. The Bank is entitled to send the Acquirer's complaint to the contact details of the Bank's department indicated in the GBC.
- 6.2.5. The Bank investigates the complaint submitted by the Acquirer and notifies the Acquirer in writing of the result of the investigation within 30 calendar days of the submission of the complaint, or, if the involvement of the Issuer or the Card Company is required, upon expiry of the deadline set by the Card Company, and, depending on the result of the investigation, arranges for the financial settlement of the complaint.
- 6.2.6. The Acquirer expressly accepts that if the Issuer / Card Company receives any complaint regarding the Card-based Payment Transaction other than the execution of the payment itself or the execution of the Card-based Payment Transaction (e.g. a complaint about incorrect execution or the quality of the service) and the Bank is unable to reject such complaint, the Bank will charge the amount of the complaint back to the Acquirer. The Acquirer may assert any financial or compensation claims directly against the Cardholder.
- 6.2.7. If the Bank suffers damage due to the Acquirer's improper acceptance of the Card as a means of payment, which damage can be provably attributed to the Acquirer as a result of duplication, fraudulent Card-based Payment Transaction, prohibited data provision or collection, prohibited data request, reproduction, forgery or copying of the Card, acceptance of a false or unlawfully used Card, improper use of a POS Terminal, softPOS Application, vPOS Terminal, Recurring Payment without the Cardholder's consent or not in accordance with the Cardholder's consent, or use without the Cardholder's consent, the Acquirer shall compensate the Bank for any resulting loss incurred by the Bank.
- 6.2.8. If, despite the settings of the POS Terminal, the Acquirer or his/her employee or agent operates the POS Terminal incorrectly or improperly, in particular if he/she enters an incorrect amount, selects an incorrect currency or associated account, or enters an amount under an incorrect user name, the Bank shall not be liable for any damages resulting from the incorrect operation and the Acquirer shall be liable for such damages.
- 6.2.9. The Acquirer accepts that the Bank is entitled to investigate the circumstances of the execution of the Card-based Payment Transactions received by it, regardless of any concerns and regardless of any complaints, and to verify the circumstances of their authenticity with the Cardholder or the Issuer.
- 6.2.10. The Bank has the right to put the Acquirer's data in accordance with the rules of the Card Companies and the Central Credit Information System (hereinafter referred to as the "KHR") on a black list specified by the Card Companies and the KHR, if as a result of duplication, fraudulent Card-based Payment Transaction, prohibited data provision, prohibited data processing or any other conduct listed in the above paragraph 6.2.7 and attributable to the persons authorized to operate the POS Terminals, softPOS Application, and vPOS Terminals and, thereby to the Acquirer, has caused damage to any party involved in the Card-based Payment Transaction.

- 6.2.11. The Acquirer authorises the Bank that if the Acquirer does not act in accordance with the provisions of the Card Acceptance Agreement when accepting the Card as a payment instrument and the amount resulting from the Card-based Payment Transaction has already been credited/transferred by the Bank to the Acquirer prior to the complaint, to debit the Acquirer's Payment Account with the amount of the subsequently disputed Card-based Payment Transaction without the Acquirer's prior authorisation or, if the Acquirer does not have a bank account with the Bank, the Bank is entitled to set off this amount against any claim of the Acquirer against the Bank (in particular the amount of the Card-based Payment Transactions). Such authorisation by the Acquirer shall be deemed to constitute prior approval of the chargeback initiated by the Bank.
- 6.2.12. The Acquirer undertakes that if the Bank incurs any costs, damages or payment obligations in connection with the acceptance of the Card by the Acquirer as a means of payment or in connection with the Bank's card acceptance activities provided to the Acquirer, or if the Bank is charged by the competent authority or organisation with fines, fees, surcharges or penalties, in particular, but not limited to, the high number or amount of card misuses incurred at the Acquirer, the Acquirer shall immediately reimburse the Bank. The Acquirer further undertakes to reimburse the Bank for any fees and costs charged by the Card Company in connection with the chargeback procedure. The Acquirer irrevocably consents to the Bank debiting this amount to any Payment Account of the Acquirer with the Bank without the Acquirer's consent or, if the Acquirer does not have a Payment Account with the Bank, the Bank is entitled to set off this amount against any claim of the Acquirer against the Bank (in particular against the consideration for Card-based Payment Transactions).
- 6.2.13. If the Acquirer considers the Cardholder's complaint to be unjustified, the Acquirer shall provide the Bank with all evidence and information supporting his/her position within the time limit specified in the Bank's information letter on the complaint sent to the Acquirer. The Bank shall not be liable for any damage resulting from the Acquirer's failure to comply with this obligation.
- 6.2.14. The Acquirer shall be liable for the payment of any amounts charged back to the Acquirer but not reimbursed to the Bank in the course of the chargeback procedure for a period of 5 years after the termination of the Card Acceptance Agreement, starting from the date of the last Card-based Payment Transaction.

### 6.3. Chargeback procedure

The chargeback procedure is the procedure provided for by the Card Companies for claims requiring financial settlement.

The chargeback procedure is initiated by the Issuer and implies the reversal of a financial claim submitted by the payment service provider that accepted the Card. A chargeback will take place if the Cardholder (customer) disputes the Card-based Payment Transaction and based on the applicable Card Company rules, it is determined that the claim can be charged back to the Acquirer. During the chargeback procedure, the Issuer cancels a debit that has already been made and reverses the financial claim based on the Cardholder's complaint. The initiated chargeback will be received by the Bank as the payment service provider of the card acceptor. The Bank informs the Acquirer of any chargeback received by electronic means or by post and shall allow the Acquirer 5 working days to investigate the circumstances of the disputed transaction and to send all related documents. In the event of a justified complaint or non-fulfilment of the Bank's request, if the Acquirer has a Payment Account with the Bank, the Bank debits the Acquirer's Payment Account or, if the Acquirer does not have a Payment Account with the Bank, sets off the Acquirer's payment against any claim (in particular the amount of the consideration for Card-based Payment Transactions) against the Acquirer's Payment Account. If the Acquirer does not have a Payment Account with the Bank and the set-off has been unsuccessful, the Acquirer shall pay the amount of the Card-based Payment Transaction within 8 Business Days of receipt of the payment reminder sent by the Bank.

## 6.4 Rules for the subsequent debiting and crediting (chargeback) procedures

### 6.4.1. Rules for the subsequent debiting procedure

Subsequent debiting may take place in the event that the Acquirer has entered incorrect data in the course of the card transaction and the Bank has executed the order with these data in accordance with its statutory obligations and contractual provisions and the Acquirer, by notifying the Bank of the error on the part of the Acquirer, requests subsequent debiting of the actual value of the transaction with the Cardholder's consent.

The subsequent debiting procedure shall be initiated by the Bank upon the Acquirer's request, after completion of the relevant form and attachment of the relevant and necessary annexes. In the course of the procedure, the Bank will contact the cardholder's bank and request the cardholder's approval for the subsequent debit.

A subsequent debit procedure may only be used for the subsequent correction of a transaction executed at the Acquirer. This transaction can only be made to the card on which the purchase was initiated. In the case of a subsequent debit of a transaction, the cardholder may refuse the actual debit and in such a case no subsequent debit is possible.

### 6.4.2. Rules for the credit (chargeback) procedure

A credit (chargeback) procedure may be applied if, during the card transaction in question, the Acquirer either entered the order with incorrect data or it was subsequently found that, for other reasons, the cardholder should have paid less than the amount stated in the order or should not have paid at all. The Bank has fulfilled its obligations correctly and without error, and the crediting procedure is initiated for reasons arising in the course of the business of the Acquirer and/or the Cardholder.

The credit procedure is initiated by the Bank at the request of the Acquirer, after completion of the relevant form and attachment of the relevant and necessary annexes. Crediting (chargeback) is possible only in the case of correction of an incorrect debit, exchange of goods/services, cancellation of service by the Acquirer. The credit may only be made to the credit card on which the debit was made and the amount of the chargeback may not exceed the amount of the original debit.

The cardholder's consent is not required for the credit procedure.

## 7. BUSINESS SECRET

The Card Acceptance Agreement, the Application Form, the Manual, as well as their amendments, supplements and all annexes thereto, between the Acquirer and the Bank, are considered business secrets and any copies or extracts thereof may be made only with the prior consent of the Bank.

Upon signing the Card Acceptance Agreement, all agreements previously concluded between the Bank and the Acquirer in respect of the Card Acceptance Service shall be null and void.

## 8. ACQUIRER'S BREACH OF AGREEMENT

8.1. The Acquirer shall be deemed to be in breach of its obligations under the Agreement, in particular by any of the following:

- a) The Acceptance Point fails to comply with the conditions set out in these BCM and in the Card Acceptance Manual, the checkout page redirects to another payment page,
- b) The Acquirer engages in activities or publishes content on the Acceptance Point that are detrimental to the Bank's reputation, incompatible with the Bank's business objectives and interests or not permitted by law, the Acquirer's operation or activities cause damage to the Bank or any third party.

- c) The Acquirer accepts Card-based Payment Transactions above the limit according to Part II, General Provisions, Chapter 2, Section 2.2 of the BCM.
- d) The Acquirer conditions the acceptance of the Card to a value, charges a fee, refuses to allow the Cardholder to pay with the Card in the absence of a technical obstacle, or accepts the unauthorized or fraudulent use of the Card, or accepts a Card that has been removed from the Cardholder's possession, stolen or counterfeited, or the Acquirer does not deliver the goods or perform the service to the Cardholder.
- e) The Acquirer fails to deliver the Transaction Slip to the Bank within 5 banking business days despite the Bank's request.
- f) The Acquirer fails to fulfil its data reporting and authorisation request obligations.
- g) The Acquirer fails to pay or is in default with any fees, commissions or charges related to the Card Acceptance Service.
- h) Fails to comply with pre-contract volume commitments, i.e., there is a discrepancy between the data provided during the application process and actual sales traffic.

#### 8.2. Investigation and handling of the Acquirer's breach of agreement:

- a) The measures taken by the Bank shall last until the investigation into the Acquirer's behaviour has been completed. The Bank shall keep the amount of the Card-based Payment Transactions in a non-interest-bearing suspense account during the investigation and, depending on the result of the investigation, if the Bank is obliged to credit the amount of the Card-based Payment Transaction to the Acquirer's Payment Account with the Bank, it shall credit the amount to the Acquirer's account or refund the amount to the Cardholder.
- b) In case of suspicion of misuse of Card Data or Card, the Bank is entitled and obliged to carry out procedures in accordance with the regulations of the Card Companies. The Bank shall not be liable for any damage (including loss of profit) suffered by the Acquirer as a result of such measures.
- c) If the Bank suffers any financial loss or damage as a result of the Acquirer's unlawful conduct or non-compliance with the rules of card acceptance, the Bank shall act in accordance with the provisions of Section 6.2.12. of these BCM.

#### 8.3. In case of a breach of agreement by the Acquirer, the Bank shall be entitled to:

- a) call upon the Acquirer to cease the breach of agreement and to restore the contractual situation within the time limit specified in the call after receiving the notice
- b) suspend the possibility of payment by Card, with concurrent written notice to the Acquirer, at individually defined Acceptance Points or at all Acceptance Points belonging to the Acquirer, in respect of the POS Terminal and/or softPOS Application and/or vPOS Terminal;
- c) debit any Payment Account of the Acquirer kept with the Bank with the Card-based Payment Transaction affected by the Acquirer's conduct, or deduct the amount of the Card-based Payment Transaction from the amount payable to the Acquirer in the course of settlement, with concurrent written notice to the Acquirer;
- d) terminate the Card Acceptance Agreement with immediate effect in accordance with the provisions of the GBC, these BCM and the Card Acceptance Agreement.

## **9. AMENDMENT, TERMINATION OF THE CARD ACCEPTANCE AGREEMENT FOR SERVICES**

### **9.1. Amendment**

The Card Acceptance Agreement may be amended at any time by mutual agreement of the Parties.

The Card Acceptance Agreement shall be deemed to be amended if the Parties agree that the Bank shall provide the Acquirer with additional or different Card Acceptance Services in addition to or instead of the Card Acceptance Services set out in the Card Acceptance Agreement, as set out in Part II Special Provisions of the BCM.

The Bank is entitled to unilaterally amend the terms of the Card Acceptance Agreement and the documents being an integral part thereof, as set out in Part 1 Chapter XIX of the GBC, favourably or unfavourably to the Acquirer, also in the following cases:

- a) changes made by the Card Companies affecting the Card Acceptance Services,
- b) changes made by third parties having a contractual relationship with the Bank for the provision of the Service, which affect the Service,
- c) to comply with legislation and regulatory requirements applicable to the Bank's activities.

## 9.2. Termination

9.2.1. The Card Acceptance Agreement subject to the BCM may be terminated by mutual agreement between the Bank and the Acquirer in writing at any time. **In the absence of a differing provision by the Parties, the amendment shall enter into force on the day following the joint signature of the Parties.**

9.2.2. The Card Acceptance Agreement may be terminated by the Parties without giving any reason, subject to a 30-day notice period. The Acquirer shall keep available in his/her Payment Account set out in the Card Acceptance Agreement the amount covering his/her obligations arising from the Card Acceptance Service, which the Bank may only be able to post after termination of the Card Acceptance Agreement by notice.

9.2.3. The Bank's right to terminate the Card Acceptance Agreement subject to the BCM with immediate effect opens beyond the cases specified in the GBC:

- a) if the Acquirer repeatedly or seriously breaches any of the provisions of the Card Acceptance Agreement and fails to remedy the breach within the time limit set by the Bank upon the Bank's request;
- b) in the cases expressly provided for in the Card Acceptance Agreement;
- c) if the Acquirer terminates the payment/payment-type account indicated in the Card Acceptance Agreement or on the Acceptance Point Application Form(s) without the Parties having amended the Card Acceptance Agreement; and
- d) in the event of the Acquirer or the Bank ceasing to exist without legal succession,
- e) if the Acquirer fails to provide the conditions for Card Acceptance,
- f) the Acquirer is engaged in prohibited activities covered by Act XXXIV of 1991 on Gambling Operations, the Acquirer accepts that the Bank may not cooperate in the payment of bets and winnings related to the operation of prohibited gambling activities under this Act.
- g) The Acquirer declares that he/she does not actually engage in any activity or sell any goods or services at the Acceptance Points that could damage the Bank's reputation (e.g. illegal gambling, illegal trade, etc.) or that is prohibited by the applicable legal provisions. The Acquirer accepts that if, after the entry into force of the Card Acceptance Agreement, the Acquirer's scope of activity changes or, without any change, the Acquirer engages in any activity or sells any product/service which, in the Bank's opinion, may damage the Bank's reputation, this shall constitute a serious breach of the Card Acceptance Agreement and the Bank shall be entitled to terminate the Card

Acceptance Agreement with immediate effect and to require the Acquirer to pay for the damage caused.

- h) at the suggestion, request or notice of the Card Company, the authorities or supervisory bodies (e.g. the Magyar Nemzeti Bank, the National Tax and Customs Administration).
- i) in the event of even a presumed threat to the good reputation of the Bank and/or the Visa, Mastercard Card Company.

Furthermore, the Agreement shall terminate in the cases set out below:

- j) the Bank shall be entitled to terminate the POS Terminal and have the POS Terminal disconnected without prior notice to the Acquirer if the Acquirer does not carry out any Card Acceptance activity at the POS Terminal for 6 consecutive calendar months. The date of termination shall be the last day of the 6th calendar month following the last day of the month in which there has been no Card Acceptance Activity. The termination of the POS Terminal(s) does not imply the deletion of the Acceptance Point (business), if Card-based Payment Transactions continue to be carried out at the other POS Terminal(s) remaining at the Acceptance Point (the deletion of the Acceptance Point does not constitute an irreversible deletion in the Bank's systems, as the Bank is obliged to process the information on the terminated services during the legal retention periods).
- k) the Bank is entitled to delete an Acceptance Point (business) from its system without any specific notification to the Acquirer if no Card-based Payment Transaction has been made at the Acceptance Point (business) for 6 consecutive calendar months. The date of termination shall be the last day of the 6th calendar month in which no Card Payment Transaction has been made. Termination shall not constitute termination of the Acquirer's Card Acceptance Agreement if Card-based Payment Transactions continue to be made at Acceptance Point(s) other than the Acquirer's given Acceptance Point (settlement unit).
- l) the Bank is entitled to terminate an Acquirer registered at a given Virtual Acceptance Point (stand-alone settlement unit) in its system without prior notice to the Acquirer, if no Card-based Payment Transaction has been made during 6 consecutive calendar months at the given Virtual Acceptance Point. The date of termination shall be the last day of the 6th calendar month in which no Card Payment Transaction has been made. Such termination shall not constitute termination of the Acquirer's Card Acceptance Agreement if Card-based Payment Transactions continue to be made at another Virtual Acceptance Point.
- m) in the cases specified in the GBC.

The Bank informs the Acquirer of the termination of the Agreement pursuant to points j) to m). Failure to inform the Acquirer shall not affect the lawfulness of the termination and the decommissioning of the Terminals.

9.2.4. Simultaneously with the termination of the Card Acceptance Agreement, the Bank shall terminate the provision of all services specified in Part I Section 2 of the BCM related to the Card Acceptance Agreement being terminated.

9.2.5. The Acquirer is obliged to return to the Bank, within 5 banking working days after the termination of the Agreement, the equipment, any code necessary for the use of the software and their accessories, other sales promotion materials received from the Bank or from the organisation acting on behalf of the Bank and carrying out the installation. The Acquirer shall remove from the Acceptance Point any signs indicating the possibility of payment by Card and that the Bank ensures the acceptance of the Card as a payment instrument.

The Bank shall arrange for the POS Terminal to be dismantled and removed from the Acquirer at the cost set out in the List of Terms and Conditions for Merchants. The Acquirer shall facilitate the dismantling and removal of the POS Terminal and hand over the POS Terminal to the representative of the subcontractor acting on behalf of the Bank.

The Card Acceptance Agreement shall terminate without any further conditions on the date on which the Payment Account Agreement entered into with the Bank for the management of the Payment Account as a condition of the Card Acceptance Agreement terminates for any reason. In the event that the Acquirer has entered into a Payment Account Agreement with the Bank solely in HUF, the Agreement shall automatically terminate on the date on which the HUF Account Agreement terminates for any reason. In the event that the Acquirer has also concluded HUF and EUR and/or USD account agreements with the Bank, and the EUR or USD account agreement concluded by the Acquirer is terminated for any reason, only the clauses of the Agreement relating to the EUR or USD currency shall terminate. In the event that the Acquirer has also concluded HUF and EUR and/or USD account agreements with the Bank, and the account specified in the HUF currency agreement concluded by the Acquirer with the Bank is terminated for any reason, the Agreement shall automatically terminate on the day on which the HUF account agreement is terminated for any reason.

The Acquirer shall, after termination of the Card Acceptance Agreement, treat all data and information relating to the person purchasing at the Acceptance Point as business or bank secrets, without time limitation, depending on the nature of the data and information, and shall not disclose them to any third party. The Acquirer shall be liable for any damage caused to the Bank or the Cardholder by a breach of this obligation.

## **10. OTHER CONDITIONS**

### **10.1. Bank's business books**

The existence, title and amount of the debts related to the fees, commissions, charges, default interest specified in these BCM and the related Announcement, the Card Acceptance Agreements covered by these BCM, the Application Form and the List of Terms and Conditions for Merchants, as well as the title and amount of the amounts paid by the Bank to the Acquirer, shall be determined on the basis of the Bank's books and records.

### **10.2. Governing law**

The Card Acceptance Agreement shall be governed by Hungarian law.

### **10.3. Notifications**

Notification between the Parties shall be governed by the applicable GBC, with the notification channels set out therein being supplemented, in relation to the Card Acceptance Service, by the Merchant Portal and by sending messages to the e-mail address indicated in the Card Acceptance Agreement.

### **10.4. Test purchase**

The Bank is entitled, through its employees or agents, to carry out test purchases or other verification activities at the Acceptance Points indicated in the Card Acceptance Agreement in connection with the conditions of payment by Card, in the course of which it may check, among other things, the proper use of stickers, emblems and logos provided by the Bank, the existence of POS, softPOS, vPOS Terminals, their proper placement at the Acceptance Point assigned to the given POS Terminal, their proper functioning, the acceptance of the Card as a payment instrument, the compliance with the provisions of the Card Acceptance Agreement, etc. In the event of breach of the Agreement, the Bank may, upon written notice to the Acquirer, suspend the use of the POS, softPOS, vPOS Terminal with immediate effect.

### **10.5. Exclusion of the Acquirer's right of set-off**

The Acquirer may not settle its obligations to the Bank arising from the Card Acceptance Agreement by set-off.

## **II. Part II - SPECIAL PROVISIONS (Card Acceptance Services)**

### **A) Terms and Conditions of the Virtual POS Card Acceptance Service**

1. The provisions concerning Virtual Card Acceptance shall only form part of the Card Acceptance Agreement if the Bank and the Acquirer have expressly agreed in the Card Acceptance Agreement to the use of Virtual Card Acceptance.
2. In cases not covered by the Special Provisions of Part II of the BCM, the General Provisions in Part I of the BCM shall apply to the Virtual Card Acceptance.
3. In the context of providing the Virtual Card Acceptance Service, the Bank allows the settlement of the consideration for the transaction via the Internet through the Acquirer's Virtual Acceptance Point via the vPOS Terminal, the execution of Card-based Payment Transactions, the processing and settlement of successful Card-based Payment Transactions executed via the vPOS Terminal and the settlement of the amount of the Card-based Payment Transactions to the Acquirer.
4. The Acquirer is required to process the purchase by Card at any Virtual Acceptance Point specified within the scope of the agreement with the Bank in accordance with the provisions of the Card Acceptance Manual.
5. In the case of Virtual Card Acceptance, the Bank applies the technical minimum limit set out in the Card Acceptance Manual, and VPOS Terminal automatically requests authorisation for all Card-based Payment Transactions. In the event of a rejection message from the Issuer or Card Company, the Card-based Payment Transaction will not be executed.
6. The basis for the settlement between the Bank and the Acquirer shall be the electronic transaction data contained in the Bank's own records, which the Acquirer shall confirm by digital signature when initiating the Card-based Payment Transaction for authorisation. The Bank will make the analytics available to the Acquirer on the basis of these data after settlement.
7. The Bank also provides a Payment Link Generation service for merchants intending to use the vPOS service. The Bank provides a secure, closed, online interface for its merchants with vPOS to generate unique payment links by providing the following information: (i) amount, (ii) order id, (iii) description, (iv) expiry date (the date until the transaction can be settled by credit card). The delivery of the payment link to the payer is the merchant's responsibility, for which Bank does not provide a secure channel. The Bank excludes its liability for the safe delivery of the payment link, its falsification, the sending of an incorrect link, etc. and for any damages arising from such. The Bank expressly draws the merchant's attention to provide on its online platforms a solution and/or to publish information material to protect its customers against phishing and other fraudulent activities.

### **8. Commitments of the Parties in relation to the VIRTUAL CARD ACCEPTANCE**

- 8.1. The Bank undertakes the following obligations in relation to the payment server:
  - 8.1.1. The Bank operates a server (payment server) accessible via the Internet for processing payments by Card 24/7 all year round.
  - 8.1.2. The Bank shall notify the Acquirer directly through the Merchant Portal or the Bank's website, at the Bank's option, of scheduled downtimes of the live payment server, including any possible shutdown, at least thirty banking business days in advance, indicating the exact time and expected duration of

the downtime. In the event of downtime due to an unscheduled failure, the Bank shall make every effort to ensure that the system is back online as soon as possible.

- 8.2. The Bank shall, upon acceptance of a vPOS Card-based Payment Transaction, forward the Card-based Payment Transaction to the relevant Card Company's system for authorisation as set out below.
- 8.2.1. The Bank shall transmit the Card-based Payment Transaction for authorisation after the Cardholder has provided the Card details on the Bank's payment page.
- 8.2.2. In the case of a Recurring Payment registration transaction, the Bank shall transmit the Card-based Payment Transaction for authorization after the Cardholder has provided the Card details on the Bank's payment page, consented to the Recurring Payment and approved the Card-based Payment Transaction by pressing the corresponding button, or, in the case of a subsequent Recurring Payment transaction, the Bank is obliged to transmit the Card-based Payment Transaction for authorisation after the Acquirer requests authorisation at the intervals and in the amounts specified in the Cardholder's consent to the Recurring Payment; or
- 8.2.3. in the case of a One-Click Payment registration transaction, the Bank is obliged to transmit the Card-based Payment Transaction for authorisation after the Cardholder has provided the Card details on the Bank's payment page, has consented to the One-Click Payment and has authorised the Card-based Payment Transaction by pressing the corresponding button, or
- 8.2.4. in the case of a subsequent One-Click Payment transaction, the Bank shall transmit the Card-based Payment Transaction for authorisation after the Cardholder has approved the Card-based Payment Transaction by pressing the corresponding button after selecting the last four digits of the stored Card. The Bank is required to return the Card Company's reply to the Acquirer. The Bank is required to store and retain the Card details in the event of consent to a Recurring Payment or One-Click Payment.
- 8.2.5. The Bank provides the Acquirer with one-off technical assistance and consultation to establish the connection between the Acceptance Point and the Bank's payment server.
- 8.2.6. The Bank or its contractor provides the Acquirer or an operator designated by the Acquirer with the identifiers required for testing. The Acquirer shall then return to the Bank the cert file containing the public key for the test environment and the URLs necessary for the operation, which shall be recorded by the Bank and notified to the Acquirer. Upon successful testing, the Bank notifies the Acquirer of the successful testing and request it to generate the live key, which shall be returned to the Bank as an encrypted cert file containing also the public key to be used for the live environment. The Bank is entitled to suspend the vPOS service if the Acquirer has not gone live at the Acceptance Point within 6 months from the date of the Card Acceptance Agreement.
- 8.2.7. The Bank notifies the Acquirer in writing of the suspension of the service.
- 8.2.8. The Bank is entitled to unilaterally modify the procedure for accepting the Card-based Payment Transaction and the Bank is entitled to continuously improve the services and the software included in the Card Acceptance Agreement. The Bank is required to make the most recent version of the documentation available to the Acquirer or the operator designated by the Acquirer on the Merchant Portal.
- 8.2.9. The Bank is required to inform the Acquirer of any changes affecting the Acquirer on the Merchant Portal within 30 days.
- 8.2.10. The Bank shall not be liable for any damage resulting from the fact that the Acquirer redirects the Card-based Payment Transaction to the Bank's server/payment page for the purpose of executing the Card-based Payment Transaction not from the Acceptance Point or not from an interface developed in a manner prescribed by the Bank, but from another interface (e.g. mobile application) or by integrating another interface/application.
- 8.2.11. The Acquirer may accept a Card for payment only at the Virtual Acceptance Point approved by the Bank and indicated in the Card Acceptance Agreement. If the Acquirer wishes to accept Cards at any other Virtual Acceptance Point not specified in the Card Acceptance Agreement, the he/she

shall notify the Bank in writing at least 30 (thirty) calendar days in advance. The Acquirer may only allow payment by Card at the new Virtual Acceptance Point (website) after the Bank's written approval.

- 8.2.12. The Acquirer undertakes that if for any reason the Acquirer suspends its activities and thus the possibility to pay by Card at any Virtual Acceptance Point for a period exceeding 1 month, he/she shall notify the Bank in writing at least 3 (three) working days prior to the beginning of the suspension, indicating the expected date of reopening.
- 8.2.13. The Acquirer undertakes to draw attention to the possibility of payment by Card at the Virtual Point of Acceptance. In this context, the Acquirer shall display the logos provided by the Bank in the Virtual Acceptance Point in a conspicuous manner.
- 8.2.14. The Acquirer undertakes to issue a confirmation of the Card-based Payment Transaction in the event of successful Card-based Payment Transaction, which is made available online to the Cardholder. The confirmation shall contain the following mandatory elements: Identifier, amount, currency of the Card-based Payment Transaction, authorisation code, name of the Acquirer, online address of the Acquirer, description of the goods/services.
- 8.2.15. The Acquirer undertakes that if, for any reason, he/she is unable to deliver the goods/services to the Cardholder within the time limit specified in the order, the Acquirer will notify the Cardholder as the Payer in writing of the new, adjusted delivery date and, if the Cardholder agrees, will deliver the goods/services, otherwise it will arrange for the amount to be credited to the account of the Cardholder as the Payer.
- 8.2.16. The Acquirer agrees that the Bank may, in the course of the Virtual Card Acceptance, collect the data mutually agreed by the Parties (including, but not limited to: Acquirer, name, address of the Acceptance Point, website address, webshop telephone number, e-mail address) to be disclosed during the Virtual Card Acceptance.
- 8.2.17. The Acquirer undertakes to make the contract relating to the order of the goods/services and its business policy relating to the order available to the Cardholder in a clearly visible place and in a clearly understandable form on its website. Its business policy must include at least the following information:
- a) Acquirer's name,
  - b) Acquirer's address, telephone number, other contact details,
  - c) Acquirer's company registration number, tax number,
  - d) Name and specific definition of the goods and/or services offered by the Acquirer (only goods/services belonging to the scope of activities approved by the Bank),
  - e) The value of the goods and/or services offered by the Acquirer, specifying the currency denomination, at least in HUF,
  - f) Restrictions on the use of the goods and/or services offered by the Acquirer (by age, range of accepted Cards, Card type, country, etc.),
  - g) Description of the use of the goods and/or services offered by the Acquirer and the procedure for the receipt/claim,
  - h) Prior communication of details required for payment by Card, payment procedure and conditions,
  - i) The manner and conditions of cancelling an order,
  - j) In the event of a complaint by the Cardholder, the procedure and conditions for filing a complaint, the title and possibility of returning goods, the procedure and conditions for exchanging goods, the procedure and conditions for indemnifying the Cardholder,
  - k) Terms of delivery,
  - l) The manner in which the data provided by the Cardholder is processed and used,

m) Specific information on data protection and data security.

If the Virtual Acceptance Point can be visited by foreign Cardholders, the information in this section must be provided at least in English and, if possible, in one of the most commonly used foreign languages.

If the Acquirer's Virtual Acceptance Point does not comply with the mandatory conditions imposed by the Bank, the Bank suspends the activation of the Virtual Card Acceptance until the Virtual Acceptance Point complies with the required conditions.

- 8.2.18. The Bank shall ensure that the Acquirer may use the emblems of the international and domestic cards specified in the Card Acceptance Agreement, in accordance with the obligations specified in the Agreement, and thus benefit from the payment capacity of both foreign and domestic cardholders. For this purpose, the Bank shall provide the card acceptance logos in electronic form.
- 8.2.19. The Bank undertakes to provide the mandatory Verified by Visa and Mastercard Identity Check International Card Association procedures, which significantly reduce the possibility of online fraud.
- 8.2.20. The Bank is entitled to suspend the possibility of payment by Card at the Virtual Acceptance Point, in addition to the provisions of the Part II General Provisions of the BCM, if the Bank receives a one-time warning from the Card Company regarding the use of the Virtual Acceptance Point and notifies the Acquirer thereof. The Bank shall notify the Acquirer in writing of the suspension of the possibility to pay by Card at least 72 hours before the suspension takes effect. The Acquirer accepts that the maximum period of suspension is 3 (three) months. Thereafter, if the reasons for the suspension continue to exist, the Bank may terminate the Card Acceptance Agreement with immediate effect. The Acquirer is required to publish the suspension in a place clearly visible to Cardholders at the relevant Virtual Acceptance Point.
- 8.2.21. The Acquirer may transfer the use and operation of the Virtual Acceptance Point as a website, mobile application or any electronic digital platform to another person only with the prior written consent of the Bank, irrespective of the legal title of the transfer. If the Bank has granted such consent, the Acquirer shall ensure compliance with the obligations of the Acquirer under the Card Acceptance Agreement.
- 8.2.22. The Acquirer shall be required to view the daily sales records at least once a day and to execute orders contained therein unconditionally, and shall be required to verify the operation of the payment interface and that Card Acceptance is functioning properly. In the event of an error, he/she is required to notify the Bank.
- 8.2.23. The Acquirer undertakes to maintain a Virtual Acceptance Point on the Internet in accordance with the conditions set out in the relevant documentation.
- 8.2.24. The Acquirer undertakes to establish, at its own expense, a connection between the Virtual Acceptance Point and the bank payment server in accordance with the documentation. The Acquirer shall notify the Bank in writing (by e-mail) of the established connection and request that the bank test be carried out. The Acquirer shall provide all the necessary conditions for the bank test to be carried out.
- 8.2.25. The Acquirer is obliged to ensure the protection of the live key provided to him/her and to ensure that it does not fall into the possession of unauthorised persons.
- 8.2.26. The Acquirer accepts that any damage resulting from the unauthorised use or negligent safekeeping of the live key shall be borne by the Acquirer.
- 8.2.27. The Parties agree that the Acquirer shall bear the costs of connecting the Virtual Acceptance Point to the Virtual POS Terminal, while the Bank shall bear other costs related to the proper operation of the Virtual POS Terminal.
- 8.2.28. The Acquirer accepts that if the Bank receives an indication from another financial institution or authority that a transaction at the Acquirer's POS is a fraud transaction or suspected fraud, i.e. it was not carried out by the Cardholder but by a third party, using the card data obtained, upon the Bank's

indication/request the Acquirer shall immediately suspend the delivery/service pending investigation and cooperate with the authorities and the Bank.

## **(B) SPECIAL TERMS AND CONDITIONS FOR PHYSICAL (POS) CARD ACCEPTANCE**

### **1. The Bank and the Acquirer's commitments in case of physical card acceptance (POS Terminal)**

The possibility of physical card acceptance and payment by POS terminal is covered by the Card Acceptance Agreement if the Bank and the Acquirer have expressly agreed to this.

In cases not covered by the Special Provisions of Part II of the BCM, the General Provisions of Part I of the BCM shall apply to physical card acceptance and the possibility of payment by POS terminal.

Commitments of the Bank:

- a) The Bank grants the Acquirer the right to use the computer programs (software) necessary for the proper use of POS terminals. The right of use is limited to a specific purpose, in time for the period up to the termination of the Card Acceptance Agreement, is for use only at the Acceptance Points listed on the Application Form, is non-transferable and does not entitle the holder to modify the software or use it as part of other software. The Acquirer may use the software required for the use of the POS Terminals in conjunction with other software only with the written permission of the Bank. The Acquirer shall be liable for any unauthorised physical or software modifications that may lead directly or indirectly to misuse
- b) The Bank leases the number and type of POS Terminals and their accessories held at the Bank's disposal, as specified on the Application Form. The Bank undertakes to deliver the POS Terminal to the Acquirer at the Acceptance Point specified on the Application Form by the deadline specified on the Application Form, either itself or through its subcontractor. The Bank undertakes to ensure the installation of the POS Terminal at the Acceptance Point by itself or by its subcontractor.
- c) For errors, problems or questions related to the Card Acceptance Agreement, the use of the POS Terminal or payment by Card, the Bank provides support to the Acquirer via its 24/7 call centre.
- d) The Bank shall settle the amount of the Card-based Payment Transactions carried out with the Card with the Acquirer in accordance with the General Provisions of Part II of the BCM.

Commitments of the Acquirer:

- e) The Acquirer shall pay the ad hoc fee for the use of the POS Terminal and the lease fee for the POS Terminal in accordance with the Specific Conditions of the Card Acceptance Agreement and Part II General Provisions of the BCM.
- f) The Acquirer shall ensure that the Bank's subcontractor is able to install the POS Terminal at the Acceptance Point. The Acquirer shall furnish the Acceptance Point in accordance with the conditions required by the Bank for the installation of the POS Terminal, as set out in the Card Acceptance Manual. The cost of this shall be borne by the Acquirer.
- g) If there are any circumstance(s) at the Acceptance Point which prevent(s) the immediate installation of the POS Terminal, the Acquirer shall inform the Bank thereof and the Acquirer shall set a date as the final deadline for the Acquirer by which he/she undertakes to ensure that all conditions for the installation of the POS Terminal are fulfilled. The Acquirer is obliged to ensure the concurrent fulfilment of all the conditions for the installation by the date thus determined by the Acquirer. In this case, the Bank or its subcontractor shall install the POS Terminal(s) owned by the Bank after the date set by the Acquirer, at a date agreed in advance by the Parties.

- h) The Bank or its subcontractor shall install the POS Terminals and the related software at the Acquirer's expense, unless otherwise agreed. If the installation of the POS Terminal by the Bank or its subcontractor fails due to the unsuitability of the Acceptance Point, the Acquirer shall pay the Bank the costs of any subsequent call-out fee.

The Acquirer further undertakes to fulfil the following obligations:

- a) The Card-based Payment Transactions made with the Acquirer must comply with all applicable national and international laws, regulations, standards and rules of the Card Companies. The Acquirer shall not misrepresent itself as a member of a Card Company
- b) The Acquirer shall provide the Bank with all necessary information and data requested by the Bank and shall cooperate fully with the Bank in performing the Card Acceptance Service.
- c) Display the emblems (logos) provided by the Bank in a conspicuous manner on the entrance doors of its acceptance points and at the point of payment, thus clearly indicating the possibility of payment by Card.
- d) The Acquirer shall not transfer or otherwise use the rights and obligations under the Card Acceptance Agreement without the prior consent of the Bank. The Acquirer may accept Cards only at the Acceptance Points approved by the Bank, any change to this requires a joint declaration of intent by the Acquirer and the Bank, an amendment to the Card Acceptance Agreement.
- e) If the Acquirer suspends its activities at any Acceptance Point for any reason whatsoever for more than 1 month, it shall notify the Bank in writing at least 3 (three) business days prior to the start of such suspension, indicating the expected date of reopening, telephone contact and postal address during the period of suspension. During this period, the Bank shall be entitled to disconnect the POS Terminal provided to the Acquirer or have it disconnected by its subcontractor. If the POS Terminal remains at the Acceptance Point during the period of the suspension, the Acquirer shall store the POS Terminal in such a way as to prevent unauthorised access and to maintain the POS Terminal in a condition ready for immediate use.
- f) The Acquirer shall provide the electrical infrastructure necessary for the operation of the POS Terminal, the appropriate telecommunications network, the materials (receipt paper) necessary for the operation of the POS Terminal, and shall bear all costs related to the installation, operation and maintenance of the same.
- g) The Acquirer is obliged to ensure that the Bank is able to perform continuous software updates necessary for the proper operation of the POS Terminal, and the Bank is not liable for any damages resulting from failure to do so. In this context, the Acquirer shall in particular, but not limited to, keep the device in working order for the duration of the update and provide the necessary conditions for the update.
- h) The Acquirer is obliged to ensure that the terms and conditions of the purchase, the possibilities for complaints, the rights and possibilities for the return of goods and the means of exchange are clearly communicated to the consumer/customer. In the event that the Acceptance Point demonstrably fails to inform its customer/consumer of the above, the financial responsibility for any complaint shall be borne by the Acquirer. Where justified, the Acquirer shall also provide this information in the appropriate foreign language (usually English). The Acquirer is not obliged to provide the above information if it is not engaged in the sale of services or products to the public or if such practice is strictly prohibited by applicable laws and regulations.
- i) The Acquirer must accept the instalment transaction type at the POS Terminal installed at the Acceptance Point.
- j) The Acquirer shall retain for a minimum of five (5) years the original, legible copy of all Transaction Slips and related documents, transaction receipts, electronic data archives and refund slips for all transactions and refunds transmitted to the Bank under the Card Acceptance Agreement and shall make them available to the Bank within three (3) business days upon written request by the Bank, if necessary.

- k) The Acquirer warrants that the Card-based Payment Transactions constitute payment for a product or service and are not related to any other type of payment transaction, and does not accept or perform any third-party debits or transactions related thereto.
- l) It is the Acquirer's obligation to place and operate the POS Terminals received in an appropriate, secure and, where possible, clearly visible location
- m) The Acquirer shall comply with the strictest confidentiality requirements with respect to Cardholder and transaction information and shall maintain the security of Cardholder information and transaction information.
- n) The Acquirer shall comply with the applicable legislation and the rules imposed by the Card Companies intermediated by the Bank to the Acquirer for the secure handling and storage of transaction data, in particular the provisions of the current Act on the Right to InformationAL Self-Determination and Freedom of Information and the current Act on Certain Payment Service Providers (and any new legislation replacing such legislation) on personal data and payment secrecy. The Bank may at any time verify compliance with this obligation at the Acquirer's expense, subject to the Acquirer's obligation to cooperate. If the Acquirer suffers any damage, loss or penalty as a result of non-compliance with the said legislation, the Bank shall not be liable in any way whatsoever.
- o) The Acquirer may not request or use Card data for any purpose other than a valid payment of the consideration for a transaction between the Acquirer and the Cardholder, as approved by the Cardholder. The Acquirer may never require the Cardholder to complete a form that requires the Cardholder to provide a Card number, Card expiration date, Cardholder signature, or any other Card details or Cardholder information in a manner that is visible when the information is mailed. The Acquirer may never request a Card Security Code on a paper order form.
- p) The Acquirer shall under no circumstances store any special authentication data, including full tracking data, the three-digit verification number on the Card, the data on the Card media (magnetic stripe or equivalent on chip), Card Security Code and PIN/PIN blocks.
- q) The Acquirer accepts that the Issuer is responsible for the electronic identification of the payment instruments issued by it and, in the case of newly issued Card-based payment instruments, also for the visual identification of the newly issued Card-based payment instruments, and thus for ensuring that the Acquirer and the Cardholder can clearly identify the brand and category of Card the Cardholder wishes to pay with. The Bank shall not be liable in this respect.
- r) The Acquirer shall notify the Bank in writing without delay in the event of (i) a POS Terminal or software failure, possible security breach, suspected misuse, (ii) loss, theft, misappropriation, or actual or suspected unauthorised use of the Acquirer's POS Terminals or authentication requests and other systems used for the transmission of Card-based Payment Transactions to the Bank; iii) changes in the Acquirer's activities or in the person of signatories registered with the Bank; iv) any circumstances which make it difficult or impossible for the Acquirer to perform the Card Acceptance Contract.
- s) The Acquirer may not provide information on the subject matter or content of the Card Acceptance Agreement to any other person without the prior consent of the Bank.
- t) Under the Card Acceptance Agreement, the Acquirer shall not acquire any rights to any intellectual property belonging to the Bank or the Card Companies other than those permitted by these BCM or the individual Card Acceptance Agreement.

## **2. The condition for using the POS Terminal, payment by Card with POS Terminal**

- a) Card Acceptance is made through a POS Terminal in accordance with the provisions of the Card Acceptance Manual. Cards accepted through POS Terminals and included in the Bank's settlement scope: MasterCard and VISA cards. Cards accepted by the Bank but outside its scope of settlement are provided for in the Card Acceptance Manual.

- b) When paying by Card through the POS Terminal, only Cards accepted electronically or remotely may be accepted, in accordance with the provisions of the Card Acceptance Manual.
- c) The Acquirer shall not be exempted from the obligation to comply with the Card Acceptance Rules set out in the Card Acceptance Manual, even in the case of on-line authorisation.
- d) In the case of Card Acceptance via the POS Terminal, the Bank applies the technical minimum limit set out in the Manual, the POS Terminal automatically requests authorisation for each Card-based Payment Transaction. In the event of a rejection message from the Issuer or Card Company, the Card-based Payment Transaction will not be executed.
- e) Card-based Payment Transactions carried out simultaneously by the same Cardholder with the same Card shall be authorised by the Acquirer in one amount even if the Acquirer issues several invoices for the transaction. The Acquirer accepts that if the Cardholder's Card is authorised more than two times in direct succession at the same POS Terminal in the same unit of the Acquirer, this shall constitute a split Card-based Payment Transaction within the meaning of the Card Acceptance Rules and, as a consequence, a breach of the Card Acceptance Agreement. Any resulting financial loss shall be borne by the Acquirer.
- f) The Acquirer shall only be obliged to have the Cardholder sign the duplicate POS Terminal slip if no other identification has been made and the POS Terminal instructs the Acquirer to do so and the place of signature appears on the Acquirer's copy of the issued slip.
- g) The Acquirer must accept the Cards specified in the Card Acceptance Agreement as a payment instrument for payment at the POS Terminal without any discrimination. The Acquirer may only require the Cardholder to provide additional identification documents as a condition of accepting the Card if such information is necessary to process the Card-based Payment Transaction (for example, for delivery purposes) or if the Card Company's Rules expressly permit or require the collection of such information.
- h) The Parties agree that the basis of settlement between the Bank and the Acquirer shall be the data content of the acceptance system and the daily report of the Card Company.
- i) The Acquirer shall be obliged to monitor the automatic data transmission (transaction upload) by the POS Terminal. If the automatic upload is unsuccessful, the Acquirer shall ensure that the electronic settlement data representing the Card-based Payment Transactions are transmitted by the POS Terminal to the Bank for settlement within 4 (four) days following the Card-based Payment Transaction. If an error is detected during transmission and/or the summary slip indicates an error and/or discrepancy, the Acquirer shall notify the Bank thereof.
- j) The Acquirer undertakes to notify the Bank immediately by telephone or e-mail of any malfunctioning of the POS Terminal, specifying the error, and to provide all information necessary to rectify or eliminate the error.
- k) The Acquirer shall be obliged to enable the maintenance and repair of the POS Terminals owned by the Bank, which may only be carried out by the Bank or by a maintenance service provider contracted by the Bank, and no other maintenance service provider may carry out or have carried out any repair or maintenance on the POS Terminal. The Acquirer shall certify the repairs carried out by signing the job sheet, shall keep the signed job sheets for 24 months and shall allow the Bank or its representative to inspect them. In the event that the Acquirer does not allow the intervention of the service at the agreed time, the Acquirer shall be liable for the costs of any subsequent call-outs for the same reason, which the Acquirer shall pay to the Bank or directly to the Bank's subcontractor.
- l) The Acceptor is only entitled to accept cards of the type for which he/she has a valid and effective contract for acceptance and which the Bank authorises him/her to accept at the POS terminal. The

Acquirer accepts that the rejection of Card types outside this scope is the responsibility of the Acquirer. If the Acquirer attempts to accept a Card or other payment instrument that is not authorised by the Bank and the payment transaction is rejected, the Bank will charge the fee set out in the Card Acceptance Agreement for the rejected payment transaction.

- m) The Acquirer shall make legible copies of any supporting documents seized by the police or other authorities or handed over to them, and of any documentation relating to the Card-based Payment Transactions, and shall provide such copies to the Bank upon request within a time limit set by the Bank.

## **(C) SPECIAL TERMS AND CONDITIONS FOR CARD ACCEPTANCE THROUGH THE SOFTPOS APPLICATION**

### **1. General provisions**

1.1. Card Acceptance through the SoftPOS Application is covered by the Card acceptance Agreement if the Bank and the Acquirer have expressly agreed to this.

1.2. In cases not covered by the Special Provisions of Part II of the BCM, the General Provisions in Part I of the BCM shall apply to the Card Acceptance through the SoftPOS Application.

1.3. The SoftPOS Application is available as a functionality within the Bank's Scan&Go Application, so its use requires the download and installation of the Scan&Go Application together with the additional application (TapXphone) required for this functionality. The safe use of the Scan&Go Application shall be subject to the technical, technological, security criteria and requirements set out in these BCM and the GBC.

### **2. Card acceptance via the SoftPOS Application**

Commitments of the Bank:

- a) The Bank grants the Acquirer the right to use the software necessary for the proper use of the SoftPOS Application and provides ongoing support. The right of use is limited to a specific purpose, in time for the period up to the termination of the Card Acceptance Agreement, is for use on the type of mobile device owned by the Acquirer and specified on the Application Form, is non-transferable and does not entitle the holder to modify the software or use it as part of other software. The Acquirer may use the software required for the use of the SoftPOS Application in conjunction with other software only with the written permission of the Bank. The Acquirer is responsible for any unauthorized physical or software changes.
- b) The Bank shall ensure that the software required for the SoftPOS Application and the Scan&Go application are kept up to date.
- c) The Bank accepts and processes Card-based Payment Transactions made through the SoftPOS Application and settles and transfers/credits the amount thereof to the Acquirer in accordance with Part II General Provisions of the BCM.

#### Commitments of the Acquirer:

1. The Acquirer shall pay the software usage fee for the use of the SoftPOS Application in accordance with the Application Form, the List of Terms and Conditions for Merchants, the Specific Terms and Conditions of the Card Acceptance Agreement and Part II General Provisions of the BCM.
2. The Acquirer shall only install and use the SoftPOS Application on a mobile device owned by the Acquirer. The Acquirer shall not use a device that has been rooted or otherwise modified in any way that could compromise the security or operation of the device, and shall not install the SoftPOS and Scan&Go Applications on such device. When accepting cards by means of the SoftPOS Application, the Acquirer shall comply with the provisions of the GBC, the BCM and the Card Acceptance Manual.
3. The Acquirer shall keep track of changes to the SoftPOS Application and the Scan&Go Application, download updates as they become due to his/her mobile device, run the updates and make the necessary adjustments to keep both Applications up to date.
4. The Acceptor agrees not to issue cash to the Cardholder in exchange for a Card-based Payment Transaction without the Bank's authorization.
5. By issuing the Transaction Slip, the Acquirer assumes responsibility for the accuracy of the data on the Transaction Slip and for the fact that the Cardholder has received the goods paid for by the Card or has actually used the services paid for by the Card, and has settled/reduced his/her liability to pay the consideration to the Acquirer by the amount of the Card-based Payment Transaction.
6. The Acquirer undertakes that the amount to be paid by the Cardholder – if the purchase is made in a currency other than HUF – will also be indicated in HUF in the payment process.
7. The Acquirer undertakes not to make any changes to the SoftPOS Application.
8. The Acquirer undertakes to store the SoftPOS Application and the mobile device on which the SoftPOS Application is used in such a way that prevents unauthorised persons from accessing it. The Acquirer shall not share the password, identification and activation code required to use the SoftPOS Application with any unauthorized person. The Acquirer shall be liable for any damage resulting from a breach of this obligation.
9. If the Acquirer transfers or gives the mobile device to which the SoftPOS Application is connected to a third party, or ceases to use the mobile device, the Acquirer shall remove the SoftPOS Application from the mobile device, as well as all codes, data and biometric data that facilitate access to the SoftPOS Application.
10. The Acquirer agrees to keep his/her mobile device as secure as possible against software viruses, to run the most up to date operating system available on the mobile device according to the manufacturer's specifications and not to unlock pre-installed security restrictions.

For more features of the card acceptance service via the SoftPOS Application, please refer to the Card Acceptance Manual.

### **3. Cost Bearing**

The Parties agree that the Acquirer shall bear the costs of the purchase and operation of the mobile device necessary for the use of the SoftPOS Application and the data traffic fees. The Bank shall bear the costs related to the operation of the SoftPOS Application. All other costs shall be borne in accordance with the provisions of Part I, General Provisions, Chapters 4 and 5 of the BCM, as well as the individual contractual terms and conditions and the List of Terms and Conditions for Merchants.

## II: CHAPTER 2 – Payment Solutions Based on a Unified Data Entry Solution

If you run a business or a shop and you would like to use a payment solution other than card-based payment solutions, you may want to get acquainted with our payment solution based on the Bank's instant payment system and unified data entry solution (EAM or EAM Payment Solutions). In the following, we have tried to provide you with legal and colloquial descriptions of these payment solutions available from 1 September 2024 and their general terms and conditions.

### 1. General Provisions

In brief, EAM is a group of payment solutions that allow instant payments between domestic accounts and their immediate confirmation, enabling your business to receive payments online and, on demand, via POS terminals without the use of a bank card. To do so, you must have a HUF account with our Bank and, after having read and accepted the terms and conditions set out below, you must request the service. For a description of each service, please refer to section 4.

The purpose of these Terms and Conditions is therefore to define the contractual terms and conditions of the services provided by the Bank in connection with the instant transfer order and payment request based on the unified data entry solution pursuant to MNB Decree No. 35/2017 (XII. 14.) on the Execution of Payment Transactions ("MNB Decree"), in particular, but not limited to, the contractual specifics of the individual services, the scope, role and responsibility of the parties involved in the provision of the services, and the availability of the technical features of the solutions.

The provision of instant credit transfer services based on the rules of the unified data entry solution is carried out pursuant to the business rules and standards of GIRO Zrt. ("GIRO") and the contracts concluded by the Bank with the operators of the solution. This solution is provided for financial institutions, including our Bank by GIRO and its subcontractor InnoPay Zrt. performing outsourced activities. In this context, the Bank underlines that the provision of the service requires the transfer of data, including data classified as bank and payment secrets and personal data, to GIRO and InnoPay Zrt. as these legal entities are involved in the operation of the payment system based on the unified data entry solution.

The implementation of EAM Payment Solutions concerns the following electronic channels of the Bank:

- Raiffeisen Pay
- Raiffeisen Scan&Go

### 2. Definitions

**Bank** means Raiffeisen Bank Zrt. a universal bank providing services related to instant transfer orders and payment requests based on the unified data entry solution pursuant to the MNB Regulation.

**Security Code** means a security code based on a Public Key Infrastructure (PKI), uniquely generated by the operator of the domestic payment system for the generation and verification of the Authentication Code for the settlement and execution of the instant transfer order, the provision of which is subject to outsourcing between the GIRO and the Aggregator.

**EAM Application Form** means a template prepared by the Bank for the Customers, in which the Customers provide the Bank with data and at the same time, declare their understanding of the relevant contractual terms and conditions and make a unilateral legal statement to request the Service.

**EAM or EAM Payment Solution(s)** means a payment solution based on a unified data entry solution pursuant to MNB Regulation No. 35/2017 (XII. 14.) on the Execution of Payment Transactions ("MNB Decree"), implemented by means of a QR code-based, NFC-based, deeplink-based instant credit transfer order, payment request, using a uniform resource locator ("URL").

**EAM Payment Transaction** means an instant transfer order, payment request based on a unified data entry solution pursuant to MNB Decree No. 35/2017 (XII. 14.) on the Execution of Payment Transactions ("MNB

Decree"), implemented by means of a QR code-based (qvik QR), NFC-based (qvik NFC), deeplink-based (qvik link) instant transfer order, payment request, using a uniform resource locator ("URL").

**Individual Contract** In the contracting process, a legally binding, obligating legal statement of the Customer's and the Bank's intention to enter into a contract and a uniform declaration of intent. A contract for EAM Payment Solutions is concluded between the parties only upon signature of the Individual Contract or upon approval of the Declaration of Acceptance by the Customer.

**Unified Data Entry Solution or EAM or EAM Payment Solution** means the term as defined in the MNB Decree 35/2017. (XII. 14.) on the Execution of Payment Transactions:

**Acceptance Point** means a physical or virtual space operated by the Customer as a merchant that enables the payer to make a payment by instant credit transfer through payment transactions based on a unified data entry solution.

**Payment request** means a message from the payee to the payer to initiate a payment, standardised in the payment system processing the instant credit transfer, containing at least all the information necessary to issue an instant transfer order.

**Payer** means the entity that approves a payment order for the Customer through a mobile application installed on a portable multifunctional device that is a payment instrument or through a computerised web purchase under the EAM Payment Solution operated by the Bank and used by the Customer.

**Payer's Payment Service Provider** means a payment service provider that enables the Payer to initiate an instant credit transfer order through a mobile application installed on a portable multifunction device qualifying as a payment instrument.

**Payment Account** means the Customer's payment account with the Bank, to which the funds received through the EAM Payment Solutions are received and settled, as provided for in the contract with the Bank.

**GIRO** means GIRO the legal entity operating the Interbank Clearing System, i.e. the payment system for the interbank settlement of domestic HUF transfers and direct debits.

**Authentication Request:** A request for the authentication of an EAM forwarded by the Bank to the Aggregator, in which the Bank instructs GIRO to generate a unique PKI-based Security Code to be used for the generation and verification of the EAM and to place it in the EAM Authentication Code. This task is performed by the GIRO with the assistance of the Aggregator.

**Authentication Code** means the term as defined in the MNB Decree 35/2017. (XII. 14.) on the Execution of Payment Transactions, a code generated by the payment platform operator to verify the integrity of the data, which includes the Security Code.

**InnoPay or Aggregator** means a subcontractor of GIRO performing outsourced activities, acting as an aggregator to provide services under the rules of the instant credit transfer based on the Unified Data Entry Solution.

**Qvik Payment or qvik Payment Solutions** is the collective name for payments carried out by means of qvik QR, qvik, NFC, qvik link (collectively: EAM Payment Solutions), qvik request payment.

**Qvik request** means the payment request (request to pay or RTP) as defined in MNB Decree 35/2017 (XII. 14.) on the Execution of Payment Transactions.

**Raiffeisen PAY** means the electronic channel as defined in the Bank's General Business Conditions.

**Raiffeisen Scan&Go** means the electronic channel as defined in the Bank's General Business Conditions.

**Contract / this Contract** means depending on the type of the EAM Payment Solution, the combination of or any of the EAM Individual Contract, the EAM Application Form, the terms and conditions set out in Part II, Chapter Unified Data Entry Solutions of the Business Conditions for Merchants (BCM) or, where expressly referred to, other relevant provisions of the BCM, the relevant List of Terms and Conditions for Merchants and Corporate List of Conditions, the General Business Conditions (GBC) and the relevant Technical Manual.

**EAM Technical Manual or Technical Manual or the relevant Manual** A document constituting an inseparable annex to these Business Conditions, containing the technical details, error handling, service levels, data reporting rules and other technical rules related to messaging for each service.

**Customer or Merchant or Payee** means the Bank's customers who have contracted with the Bank for the management of a payment account, who or which are interested in EAM Payment Solutions and who or which have contracted with the Bank for one or all of the EAM Payment Solutions.

**Endpoint Interface** means a machine-readable interface or technology solution provided by the Bank to the Customer for the purpose of initiating a transaction and transmitting or receiving data.

The terms not defined in these BCM shall have the same meaning as defined in the legislation on payments and in the GBC.

### **3. EAM Payment Solutions**

The Bank provides services to its Customers by using the following Unified Data Entry Solutions, which may include:

(a) QR code based data entry solutions: Under this service, the merchant Customer creates an EAM-compatible QR code scannable by other mobile banking applications which the Payer can scan with the appropriate mobile banking application to make an instant credit transfer securely to the merchant's payment account indicated in the QR code. To generate the QR code, either the Raiffeisen Scan&Go application or Raiffeisen Pay is required;

(b) NFC-based data entry solutions: Under this service, the merchant generates an NFC code that can be scanned with an EAM-compatible mobile banking application, which the payer can then use to make an instant credit transfer by holding the NFC-enabled mobile device close to the merchant's NFC point-of-sale device. To use the NFC-based service, the Raiffeisen Scan&Go Android application is required;

(c) deeplink-based data entry solutions using a uniform resource locator ("URL") ("deeplink-based data entry solution"): Using the service, the merchant generates data content via a URL that the payer can open with their EAM-compatible mobile application to make an instant credit transfer.

#### **4. EAM payment solutions provided by the Bank and their specific features**

The Bank offers the possibility to use each of the services individually and in combination with the card acceptance services. The services may be requested and contracts concluded on paper or online, at the Bank's discretion.

##### ***a) Payment solutions available on the Scan & Go mobile application***

###### **i) Scan&Go Mobile Application**

The Scan&Go Mobile Application is an application that can be installed on a mobile device, which, by operating in accordance with the rules of the instant credit transfer based on the unified data entry solution pursuant

to MNB Decree No. 35/2017 (XII. 14.) on the Execution of Payment Transactions (hereinafter: MNB Decree), enables the use of the EAM Payment Solutions indicated in sub-section (ii).

The Scan&Go Mobile Application is only available to Customers who are the sole signatories and have a corporate bank account with the Bank and access to Raiffeisen DirektNet.

The Scan&Go Mobile Application can be installed on the mobile device from the official application store. Upon registration during installation and acceptance of the contractual terms and conditions published therein, a contract for the Scan&Go Mobile Application is concluded between the Bank and the Customer.

The Contractual Legal Statement that can be accepted online, these BCM, the List of Terms and Conditions for Merchants, the General Business Conditions and the related Privacy Policy and the relevant User Manual form part of the Contract and can be accessed and downloaded at any time from the Bank's website (<https://www.raiffeisen.hu/scan-and-go>). The website is considered a durable medium within the meaning of Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises. Upon the Customer's express request, the Bank shall provide the Customer with a hard copy of the documents referred to.

By downloading or registering the Scan&Go Mobile Application, creating a user account and generating the activation code, the Customer accepts and agrees that this service has fees and costs to be borne by the Customer, which are set out in the applicable List of Terms and Conditions for Merchants applicable to the Customer. The Customer further accepts that he/she is obliged to comply fully with the provisions of these BCM and the relevant contractual terms and conditions.

The right of joint disposal cannot be exercised in the Scan&Go Mobile Application, therefore any authorised representative of the Customer registered on the signature card is entitled to create a user account in the Scan&Go Mobile Application independently, in connection with the bank account covered by the authorisation, and to submit orders to the Bank as a user in the services indicated in sub-section (ii). The Bank shall not be liable for any damage resulting therefrom.

The Customer shall be entitled to set up a user on the Raiffeisen PAY portal indicated in the User Manual as a user of the services referred to in sub-section (ii) below.

The user set up by the Customer within the services indicated in sub-section (ii) below shall be entitled to access the bank accounts held with Raiffeisen Bank listed in the Scan&Go Mobile Application and to place orders and receive information on orders (QR Code generation, initiation of payment requests, status information) related to the services listed below.

The Customer shall be fully and exclusively responsible for the user set up and the Bank shall not be liable for the person and actions of the user.

The User Manual for the Scan&Go Mobile Application shall govern the detailed conditions for using the Scan&Go Mobile Application.

## **(ii) The following services are available through the Scan&Go Mobile Application:**

### **A. QR code and NFC generation and status query:**

The Customer can generate unique QR code and NFC content (NFC content is only available on Android phones) through the Scan&Go Mobile Application, which content will assist the Customer in making fast and efficient instant payment transactions.

Using the QR code and NFC content generated through the Scan&Go Mobile Application, the Customer can easily make payment transactions with his/her customers, including instant credit transfers to the Customer as the payee, by having the mobile device of the Customer's buyer or customer scan the QR code image generated and displayed by the Customer at the time of purchase, or by touching his/her NFC-enabled mobile phone to the NFC-enabled mobile phone running the Scan&Go application containing all the data necessary to place the instant transfer order.

The Customer may also request real-time status information via the Scan&Go Mobile Application related to the QR codes and NFC content generated by him/her, whether the order initiated via the QR code and NFC content generated by him/her via the Scan&Go Mobile Application has been fulfilled towards the Customer.

**B. Payment request (RTP) initiation and status query:**

The Customer may initiate a payment request (RTP) through the Scan&Go Mobile Application for the purpose of requesting an immediate credit transfer from his/her customer or buyer. The Customer may request, via the Scan&Go Mobile Application, real-time status information related to the payment request he/she has initiated, as to whether the payment request initiated via the Scan&Go Mobile Application has been fulfilled towards the Customer as the payee.

This service element shall not be subject to the provisions of these BCM, but to the rules set out in the Bank's GBC.

**b) *The softPOS bank card acceptance application as a functionality available separately within Scan&Go***

The SoftPOS Application is available as a functionality within the Bank's Scan&Go Application, provided that the Customer explicitly requests it and the contract is concluded and the necessary Tapxphone Application is installed. The Acquirer's proprietary mobile device used for this purpose, with a unique identification number (TID), acting as a terminal function, enables the acceptance of "contactless" payment transactions at the point of payment by means of a Card or other mobile device suitable for electronic payment solutions (e.g. mobile wallet). The detailed conditions for the use of SoftPOS functionality are also governed by Chapter I of these Business Conditions for Merchants (BCM).

**c) Premium API services and RAIFFEISEN PAY**

Subject to the Bank's acceptance of specific contractual conditions for its Customers:

- i) Instant CREDIT transfer Premium API,
- ii) payment request and
- iii) Premium API service suitable for QR code generation.

The Premium API services under (i) to (iii) are not subject to the provisions of these BCM, only the service under (iii) is covered by these BCM. The specific terms and conditions of the services are set out in the individual contracts for the services.

**5. Rights and obligations of the Parties:**

**a) Rights and obligations of the Bank**

Bank agrees:

- to provide the EAM Payment Solutions based on a unified data entry solution for instant transfer orders and payment requests as detailed in these BCM and in this context, to operate the related systems;
- in the case of software necessary for the use of EAM Payment Solutions for which it is entitled to grant a right of use, to grant to the Customer the right of use, which the Customer may not transfer to another person, may not assign the right of use to another person and may not use the software in any manner other than as provided for in the Card Acceptance Agreement;
- to provide assistance to the Customer during the implementation of the EAM Payment Solution (e.g. training materials, tutorials, etc.);
- to operate an electronic channel for administration and transaction tracking;
- to operate the service on a 24/7-hour basis, complying at all times with the statutory rules on bank holidays in terms of downtime;

- to ensure that the Customer can cancel an erroneously recorded order which has not yet been approved by the Payer before its expiry. And to immediately forward the cancellation message to the Aggregator. Once approved, cancellation is not possible;
- to check and expect that, in the case of a Customer registered in the company register, the destination payment account number is the Customer's payment account or bank omnibus account number as registered in the company register. If the destination account is the Customer's own account, the Bank verifies that it is registered in the company register. If the destination account is a clearing account, the Bank shall make the transfer from the clearing account only to the Customer's payment account registered in the company register. The Bank may not derogate from this obligation even at the express request of the Customer;
- In the case of a Customer registered in the company register, the Bank shall, in accordance with its internal rules, carry out a risk classification and rating of the Customer prior to the conclusion of the contract for the EAM Payment Solution and shall monitor on an ongoing basis throughout the legal relationship whether the Customer is subject to liquidation, compulsory liquidation, winding-up or bankruptcy proceedings and shall take measures to maintain or terminate the payment facility accordingly, including the withdrawal of codes that are still valid;
- to make available the name, logo, scope of activity of the Customer's business, brand on the interface dedicated for this purpose by the Bank,
- to handle objections as set out in the Objection Handling Policy set out by the GIRO, which are made available on its website;
- to make available to the Customer educational material on the conditions of use of the EAM Payment Solution and the objections handling procedure and on the Customer's obligations;
- to provide the Customer with a 24/7 call centre (Raiffeisen Direkt) to assist the Customer in dealing with problems related to EAM Payment Solutions. The contact details of the call centre are published on the Bank's website;
- in the case of software necessary for the use of EAM Payment Solutions for which it is entitled to grant a right of use, to grant to the Customer the right of use, which the Customer may not transfer to another person, may not assign the right of use to another person and may not use the software in any manner other than as provided for in the Contract, and shall not acquire any other rights to the software beyond the right of use strictly necessary for its use.

The Bank shall be entitled to verify that the trade name of the Customer is the same as the name known to its customers.

The Bank shall be entitled to verify the fulfilment of its Customers' obligations at any time during the term of the contract and to request the necessary documents, data, information and evidence, which the Customer is required to provide to the Bank.

Due to the legal nature of the EAM Payment Solutions, the Bank is entitled to unilaterally amend these Terms and Conditions in order to comply with the requirements applicable to the Bank, also in the event of changes to the relevant contractual terms and conditions as defined by the GIRO and the Aggregator.

## **b) Rights and obligations of the Customer**

### **i. Basic rights and obligations applicable to all services**

The Customer agrees:

- not to charge any surcharge, fee or commission to the Payer for the use of the EAM Payment Solution or to discriminate among its customers in respect of the acceptance of EAM or any other payment;
- to refund incorrect transfers (e.g. those based on a unified data entry code and received in duplicate or in error, or related to a payer complaint that has been validly closed in the objections procedure, or other transfers that require financial settlement other than the normal transaction flow), in accordance with the instant credit transfer procedures set out in his/her contract;
- to immediately invalidate valid data entry codes for which no settlement is expected;
- to apply the uniform image elements for immediate credit transfers;

- to notify the Bank of any change in the contractual details prior to such change or, if this is not possible, no later than 5 working days thereafter;
- that his/her trading name is the same as the name known to his/her customers;
- has the organisational, operational and technical conditions in place which are necessary for the provision of the service.

## ii. Specific rights and obligations

- The Customer may use EAM Payment Solutions only at the Acceptance Point(s) specified on the Application Form or in the individual contract and in the course of the sale of the product/service/fulfilment of the payment obligation specified in the Contract. If the Customer sells a product or service for which the Bank is aware and accepts that the place of sale or provision of the service varies, in particular, but not limited to, in the case of taxis or mobile vendors, the restriction set out in the previous sentence shall apply to the sale of the product/service/fulfilment of payment obligations as specified on the Application Form and the Contract.
- The Customer must request the Bank's written approval in due time, but at least 5 working days before the change in respect of:
  - A change or new designation of the sold product, service or activity specified in the contract, notification of a new product, service or activity,
  - Change of address of the Acceptance Point, notification of a new address,
  - Change of owner(s),
  - Change in the details specified in the agreement
  - Change of URL.
- The Customer shall check at least once a day the correct functioning of the tools enabling the use of the EAM Payment Solution. If the Customer notices any irregularities, he/she shall immediately notify the Bank. The Customer agrees to contact the Bank immediately if he/she notices any irregularities or misuse of the EAM Payment Solution.
- The Customer is required to comply with the provisions of the EAM or the Technical Manual applicable to the service.
- The Customer expressly accepts that the Bank shall not be liable for any damage caused by any failure or interruption in the operation of the Internet connection used by the Customer to use the EAM Payment Solutions.
- The Customer shall bear all costs of establishing, operating and maintaining the Internet connection used by the Customer to use the EAM Payment Solutions. The Customer shall bear full responsibility for the use, configuration and operation of IT solutions, systems and structures in the Customer's interest, as well as for any errors arising therefrom, and the Bank shall exclude all liability in this respect.
- Any damage resulting from the improper use of the hardware or software required for the EAM Payment Solutions shall be borne by the Customer.
- The Customer may not transfer his/her rights under the Contract, may not assign to third parties the right to use the EAM Payment Solutions, and may use them only him/herself, for the purposes, in the manner, for the scope of activities and at the Acceptance Point specified on the Application Form or in the individual contract, and in accordance with the terms and conditions set out in the Contract.
- The Customer is obliged to cooperate with the Bank in order to settle any claims arising from any subsequent complaints procedures. The Customer's obligation to cooperate shall survive the termination of the Contract without time limitation.
- The Customer undertakes to provide the Bank, at the Bank's request, with the statements required by the GIRO and its subcontractor carrying out outsourced activity, for the provision of data requested by the Bank.
- If the Customer offers the Payer a rebate on the consideration for the goods or services in the legal relationship with the Payer for the provision of the goods or services, the Acquirer shall inform the Payer of this fact prior to the submission of the payment order by placing a notice of this fact in the Acceptance Point in a manner that is conspicuous to the Payer.
- The Customer undertakes to inform the Bank in writing without delay prior to the assignment in the event that the Customer entrusts a third party with the operation of the Acceptance Point. The Customer accepts that, if the Bank does not agree to the third party's assignment by the Customer, the Bank shall be

entitled to exclude the Acceptance Point operated by the third party from the Acceptance Points covered by this Contract. The Bank shall notify the Customer thereof.

- The Bank is entitled to monitor the Customer's sales traffic, EAM Payment Solutions, Acceptance Points, the Virtual Acceptance Point if deeplink is used, his/her IT equipment, data recording systems, office or business premises at any time and on an ongoing basis in order to verify the Customer's compliance with the obligations under the Contract and with the applicable legislation.
- The Parties agree, and the Customer expressly agrees, that the Bank may use a subcontractor in the course of fulfilling its obligations in connection with EAM Payment Solutions
- The Customer accepts that GIRO may use a subcontractor to perform clearing tasks and related services in connection with the EAM Payment Solutions and to operate the payment system.
- The Customer accepts that the GIRO and its subcontractor performing outsourced activity, the Aggregator, may have access to the content of the Authentication Request and Status Information messages and understands that Aggregator and GIRO may also have access to his/her information, possibly classified as bank secrets, to the extent necessary for the provision of this service.
- The Customer is required to ensure compliance with data protection requirements vis-à-vis its own customers and to provide, upon request by the Bank, the documents and evidence in support thereof.

## **6. Customer's declaration on prevention of abuse**

The Bank informs the Customer that counterfeiting, facilitating the counterfeiting of, and misuse of a payment instrument constitutes a criminal offence. The Bank further informs the Customer that anyone who causes damage by using a forged, counterfeited or unauthorised electronic payment instrument or by accepting payment by such an instrument commits the offence of fraud by using an information system. The Bank informs the Customer that anyone who makes data that is a bank secret available to an unauthorised person for the purpose of obtaining unlawful advantage or causing financial loss to another person commits a criminal offence. The Bank informs the Customer that in the event that it obtains information that gives rise to a suspicion of a criminal offence of breach of bank secret, it will report the matter to the police.

## **7. Fees, commissions and charges for the services**

The Customer is required to pay to the Bank the fees, commissions and charges as set out— depending on the service—on the Application Form, in any specific Schedule of Fees in the Contract and the List of Terms and Conditions for Merchants for the provision of EAM Payment Solution.

The Bank shall be entitled to unilaterally change the extent of the fees, commissions or charges payable by the Customer, as specified in the Contract, after informing the Customer, if the characteristics of the sales traffic of the Merchant's service show a difference from the data previously provided by the Customer on the Application Form or from the historical data.

The Bank draws the Customer's attention to the fact that the Bank is also entitled to unilaterally modify the fees in accordance with the above in the event of changes to the fee elements charged by third parties which form part of the Bank's fees.

In addition to the provisions of this Contract, the Bank is entitled to unilaterally modify the Application Form and the List of Terms and Conditions exclusively in accordance with the provisions of Part 1, Chapter XIX of the GBC in force from time to time.

Fees, commissions and charges are due on the date specified—depending on the service—in these BCM, the Application Form, the individual Contract or the relevant List of Conditions.

## **8. Use of POS terminal, installation and operating costs**

If, in connection with an EAM Payment Solution, the Customer also requests a POS Terminal from the Bank, the general provisions of the Business Conditions for Merchants (independent of the use of Card) applicable to POS Terminals and the relevant provisions of the List of Conditions for Merchants shall also apply.

In the case detailed in this clause, the Parties stipulate that they agree that the Customer shall bear the costs of the installation and operation of the communication line necessary for the proper operation of the POS Terminal (excluding, in the case of a POS Terminal, the necessary SIM card which is provided by the Bank to

the Customer), as well as the purchase of other equipment necessary for the use of the terminal (e.g. bank card terminal tape). The bearing of all other costs related to the installation and operation of the system shall be set out in the individual Contract and in the List of Terms and Conditions.

## **9. Compliance with Customer's payment obligations**

The Customer shall ensure that on the due date, sufficient funds are available in his/her Payment Account with the Bank, as indicated on the Application Form or in the individual contract or otherwise specified, to meet his/her outstanding payment obligations to the Bank.

Based on the Customer's authorization to this effect, the Bank debits the Customer's Payment Accounts – or, in the absence of sufficient funds, any payment account held by the Customer with the Bank – with the amount due on the date when the Customer's payment obligation falls due. The Customer's payment obligation towards the Bank is deemed to be fulfilled when the Bank has debited the Payment Account with the full amount due.

## **10. Default and consequences of default**

The Bank debits the Payment Account with the amount of the due payment obligation of the Customer to the Bank even if there are no sufficient funds on the Payment Account, on the understanding that, unless otherwise agreed by the Parties, the Customer shall pay default interest at the rate published in the List of Terms and Conditions on the amount that the Bank was unable to collect from the Payment Account when due due to lack of funds.

## **11. The Bank's right to set-off**

Subject to the simultaneous written notification of the Customer, the Bank shall be entitled to debit any Payment Account of the Customer – or, in the absence of funds, any bank account of the Customer held with the Bank – or to set off or deduct from the amount paid by means of a EAM Payment Solution prior to the settlement of the EAM Payment Solution with the Customer, in accordance with the relevant provisions of the Civil Code:

- in the case of a EAM Payment Solution executed more than once, the amount of the payment initiated in the subsequent execution following the first execution,
- the amount of a legitimate claim submitted by the Payer,
- in the event of a complaint by the Payer, the amount of the payment executed with the EAM Payment Solution for which the Customer is unable to provide, at the Bank's request, the Transaction Slips related to the payment executed with the EAM Payment Solution, or in the case of a Recurring Payment, the Customer is unable to provide proof of sending the Transaction Slip, the provided proofs are illegible or the proofs do not comply with the legal requirements and these Terms and Conditions,
- the Bank's loss, including any fine or penalty imposed on the Bank, caused by the Customer's unlawful conduct or the Customer's breach of these terms and conditions,
- the amount of the EAM Payment Solution accepted by the Customer not on the basis of the authorisation request specified in the Technical Manual, or on the basis of an authorisation request with the wrong transaction type, or without the Bank's authorisation or despite the Bank's instruction to reject it,
- in the event of termination of the contract relating to the EAM Payment Solution or any of them for any reason, the amount of any damages, fees, charges, penalties that may be attributable to the Customer, in particular: the amount of any damage, costs, expenses related to the non-return, damaged or incomplete and/or delayed return of the devices, equipment, their accessories installed by or on behalf of the Bank, as well as the amount of any damages and costs related to other devices supporting the acceptance, and penalties resulting from the delayed removal of stickers, logos indicating the possibility of payment using the EAM Payment Solution following the termination of the technical conditions of acceptance.

If the Payment Account does not cover the amounts set out above, the Customer shall pay such amounts within 8 working days of receipt of the invoice or receipt or payment notice to that effect.

The Bank may exercise its right of set-off or deduction as set out above in respect of the Customer's committed funds, deposits and securities irrespective of the expiry of the commitment period, i.e. the Bank may terminate (break) the committed deposit in order to exercise its right of set-off. The Customer may not claim from the Bank any compensation for any interest lost as a result of the deposit being broken before maturity.

The statement of account of the Payment Account shall be considered a legal statement in accordance with the provisions of Art. 6:49 (1) of the Civil Code.

## **12. Settlement**

In the case of payments made with the EAM Payment Solution, settlement is made on the payment account of the Customer as a payee. The Payment Account shall be credited with the gross amount of each item, and the Bank's fees, commissions and charges shall be debited for the given period in one amount on the due date specified in the relevant List of Conditions.

The Bank reserves the right to upgrade the settlement system and to change, extend or expand the service elements related to settlement.

## **13. Objection handling procedure and handling of notifications**

The Payer shall notify in the first instance the payee Customer of any claim for objection handling. If this is successful, a refund will be made by the Customer.

If the Payer was unable to reach an agreement with the Customer (merchant/service provider), he/she shall contact the payment service provider (account-keeping bank or payment initiation service provider) whose payment instrument (e.g. mobile application or Internet banking platform) was used to initiate the disputed transaction (i.e. refers quasi to his/her bank), where he/she initiates the procedure for the refund of all or part of the amount of the instant credit transfer initiated using the EAM Payment Solution by submitting an objection handling statement and providing the necessary data to identify the disputed transaction. As a result of a successful objection handling procedure, the objected amount will always be transferred to the Payer's payment account from which the objected transaction was initiated.

The time limit for filing an objection handling procedure shall be 180 calendar days from the date of execution of the immediate credit transfer transaction or, if the goods or services are delivered after the date of the immediate credit transfer, 180 calendar days from the date of delivery of the goods or services or the fixed time limit for the same.

In the case of a refund, no objection handling procedure shall be initiated, as in this case the process is between the Customer and the Payer, resulting in the Customer transferring the disputed amount back to the Payer's payment account.

On the basis of the objection handling request, the payment service provider shall record an error ticket in the objection handling system and forward the complaint to the GIRO, which shall in turn forward the complaint to the Bank. The Bank shall contact the Customer to investigate the complaint.

Recall is not applicable in the objection handling process.

If the Bank has started to investigate the objection, the Customer may thereafter refund the disputed amount to the Payer only with the prior approval of the Bank, in which respect the Bank shall not be liable if the Customer nevertheless refunds the amount to the Payer after the Bank has made the payment (double refund).

The Customer shall, upon the Bank's request initiating the objection handling procedure, within 5 working days from the date on which this became known to him/her or from the date on which the Customer was in

a position to be informed of it, report back to the Bank on the transaction concerned by the objection, describing the underlying documents and facts, data and information. The Customer must give a clear answer to the Bank within this period, either acknowledging the validity of the objection and refunding the amount of the transaction or contesting it.

If the information recorded by the Payer's Payment Service Provider or the documents to be attached are incomplete, the Bank may request completion of the missing information, and within 2 business days of receipt of this, the Payer's Payment Service Provider shall request the Payer to complete the information, if necessary, and the Payer shall have 10 business days to do so. The Bank may initiate deficiency requests up to 5 times.

The Bank shall respond to the error ticket within 30 calendar days. After the deficiency has been rectified, the 30-calendar-day period shall restart.

In case of a successful objection handling procedure, the transfer shall be made by bank transfer.

In case of detection of an error, the Bank may also initiate the procedure.

If the Customer fails to comply with the time limits, is non-cooperative or responds late, the Customer shall be liable for any resulting damage. If the Customer fails to respond to the request or fails to comply with the time limits, this may also result in the Bank taking a decision on the basis of the information available without further investigation and the Customer shall be liable to pay the amount of the objection raised by the Payer and the fee for the objection handling procedure and any other fees payable by the Bank due to the delay. By accepting these Terms and Conditions, the Customer hereby authorises and instructs the Bank to make such debit.

If the Bank considers the Payer's objection to be justified on the basis of the information available, it shall be entitled to approve it and debit the disputed amount to the Customer's account with the Bank. By accepting these Terms and Conditions, the Customer hereby authorises and instructs the Bank to make such debit.

The Customer shall initiate the refund of the disputed transaction within 5 working days of the approval of the objection. If the Customer fails to initiate the refund, the Bank shall debit the Customer's account with the amount of the disputed Transaction and the relevant fee and the Bank shall initiate the refund of the amount of the disputed transaction to the Payer.

If the Bank and the Payer's Payment Service Provider are unable to reach an agreement, a final decision-making body shall be involved, which shall be responsible for deciding on the validity of the complaint in the event of a disputed objection handling procedure. GIRO act as the final decision-making body. The final decision-making body shall take a decision within 30 days. The Payer's payment service provider has 14 calendar days to contest the decision.

The objection handling procedure is subject to a fee, payable to the Bank / Payee's Sub-aggregator in case of a positive outcome for the the Payer. This fee is payable by the Customer to the Bank. The Bank is entitled to debit the Customer's Payment Account with this fee, and to apply a set-off in this respect. This fee is published by the Bank in the currently effective List of Terms and Conditions for Merchants. By accepting these Terms and Conditions, the Customer hereby authorises and instructs the Bank to make such debit. The Customer accepts that this fee cannot be passed on to his/her own customer, the Payer.

#### **14. Copyright Protection**

The software or any other solution, information, product, service, related material constituting know-how provided by the Bank to the Customer in connection with the EAM Payment Solutions constitutes the intellectual property of the Bank and is therefore protected ("Intellectual Property"). The Customer acquires a limited right to use this Intellectual Property exclusively for the operation of the EAM Payment Solutions and for the use of the Bank's services as an end user, as necessary for the use and operation of the services

provided for in this Contract, by concluding a contract with the Bank. The Bank reserves all further rights to the Intellectual Property for itself and does not transfer them to the Customer.

The Bank expressly draws the Customer's attention to the need to comply with the provisions of the Copyright Act and the Trade Secrets Act. The Customer shall be liable for any damage resulting from any breach of these provisions.

## **15. Trade secret**

This Contract and the amendments, supplements and all annexes thereto, between the Customer and the Bank, are considered business secrets and any copies or extracts thereof may be made only with the prior consent of the Bank.

## **16. Customer's Breach of Contract**

In particular, the following conduct by the Customer shall constitute a breach of contract:

- The Acceptance Point does not comply with the conditions set out in these Terms and Conditions and the Technical Manual,
- The Customer engages in activities or publishes content on the Acceptance Point that are detrimental to the Bank's reputation, incompatible with the Bank's business objectives and interests or not permitted by law or by these Terms and Conditions, the Customer's operation or activities cause damage to the Bank or any third party.
- The Customer refuses to co-operate with the Bank in the objection handling procedure or fails to comply with the deadlines, fails to provide the necessary information or fails to provide it within the time limits, in obvious cases fails to respond to the legitimate objection of the Payer or refuses to fulfil it, or fails to fulfil it in whole or in part.
- Engages in commercial conduct that is contrary to law.
- Investigation and handling of the Customer's breach of contract:
  - The measures taken by the Bank shall last until the investigation into the Customer's behaviour has been completed.
  - The Bank shall keep the amount of the transaction concerned in a non-interest-bearing suspense account for the duration of the investigation and, depending on the result of the investigation, if the Bank is required to credit the amount of the transaction concerned to the Customer's Payment Account with the Bank, it shall credit the amount to the Customer's account or, if the Bank is required to transfer the amount of the transaction concerned to the Customer's account held not with the Bank, it shall transfer the amount to the Customer's account held not with the Bank or refund the amount to the Payer without delay.
  - In the event of suspected abuse, the Bank shall investigate the objection in accordance with the objection handling procedure. The Bank shall not be liable for any damage (including loss of profit) suffered by the Customer as a result of such measures.
  - If the Bank suffers any financial loss or damage as a result of the Customer's unlawful conduct or non-compliance with the provisions set out herein, the Bank shall act in accordance with the rules applicable to set-off as laid down herein and in the GBC.
- In case of a breach of contract by the Customer, the Bank shall be entitled to:
  - call upon the Customer to cease the breach of contract and to restore the contractual situation within the time limit specified in the call after receiving the notice;
  - suspend the EAM payment facility, with concurrent written notice to the Customer, at individually specified or all Acceptance Points of the Customer and on all devices belonging to the Customer and in all manners;
  - debit any of the Customer's Payment Accounts with the Bank with the EAM Payment Transaction affected by the Customer's conduct, or deduct the amount of the EAM Payment Transaction from the amount payable to the Customer in the course of settlement, with concurrent written notice to the Customer;
  - terminate the Contract with immediate effect in accordance with the provisions of the GBC and this Contract.

## **17. Amendment, termination, expiry of the contract for services**

### **a) Amendment**

The Contract may be amended at any time by mutual agreement of the Parties.

The Contract shall be deemed amended if the Parties agree that the Bank shall provide the Customer with services in addition to or instead of the services specified on the Application Form or the previous contract, or with additional or different services or other related services provided for herein or in the BCM.

The Bank is entitled to unilaterally amend the terms of this Contract and the documents being an integral part thereof, as set out in Part 1 Chapter XIX of the GBC, favourably or unfavourably to the Customer, also in the following cases:

- changes to EAM Payment Solutions as determined by the GIRO and the Aggregator or as a result of a change in legislation,
- In the event of unilateral amendments by GIRO and/or the Aggregator to the trilateral contract(s) between GIRO, the Aggregator and the Bank or bilateral contracts between the Aggregator and the Bank relating to EAM Payment Solutions,
- in the event of an increase or change in the costs, fees, commissions applicable to the Bank resulting from the tripartite contract(s) between GIRO, the Aggregator and the Bank or the bilateral contract(s) between the Aggregator and the Bank relating to EAM Payment Solutions,
- in the event of changes affecting the service made by third parties who have a contractual relationship with the Bank for the provision of EAM Payment Solutions,
- to comply with legislation, regulatory requirements and regulatory environment applicable to the Bank's activities,
- the macroeconomic environment or the conditions determining the Bank's operating costs change and/or the technical and technological environment supporting the service changes in such a way that the service cannot be provided in the way or under the conditions previously provided.

### **b) Termination, cessation**

The Bank and the Customer may terminate this Contract at any time by mutual written agreement.

This Contract may be terminated by the Parties without giving any reason, subject to a 30-day notice period. The Customer shall keep available in his/her Payment Account set out in the Contract the amount covering his/her obligations arising from the service, which the Bank may only be able to post after termination of the Contract by notice.

The Bank's right to terminate the Contract subject to the BCM with immediate effect opens in the cases specified in the GBC and:

- a. if the Customer repeatedly or seriously breaches any of the provisions of this Contract and fails to remedy the breach within the time limit set by the Bank upon the Bank's request;
- b. in the cases expressly provided for in this Contract;
- c. if the Customer terminates the payment/payment-type account indicated in this Contract and/or on the Application Form without the Parties having amended the Contract, and
- d. in the event of the Customer or the Bank ceasing to exist without legal succession,
- e. if the Customer becomes subject to liquidation, winding-up or bankruptcy proceedings;
- f. if the customer fails to provide the conditions for EAM Payment Solutions,
- g. the Customer is engaged in prohibited activities covered by Act XXXIV of 1991 on Gambling Operations, the Customer accepts that the Bank may not cooperate in the payment of bets and winnings related to the operation of prohibited gambling activities under this,
- h. at the suggestion, request or notice of GIRO, the Aggregator, the authorities or supervisory bodies (e.g. the Magyar Nemzeti Bank, the National Tax and Customs Administration),
- i. in the event of even a presumed threat to the good reputation of the Bank and/or GIRO and/or Aggregator,
- j. The Customer declares that he/she does not actually engage in any activity or sell any goods or services at the Acceptance Points that could damage the Bank's reputation (e.g. illegal gambling, illegal trade, etc.) or that is prohibited by the applicable legal provisions. The Customer accepts

that if, after the entry into force of the Contract, the Customer's scope of activity changes or, without any change, the Customer engages in any activity or sells any product/service which, in the Bank's opinion, may damage the Bank's reputation, this shall constitute a serious breach of the Contract and the Bank shall be entitled to terminate the Contract with immediate effect and to require the Customer to pay for the damage caused.

Furthermore, the Contract shall terminate in the cases set out below:

- k. the Bank is entitled to terminate the service without prior notice to the Customer if the Customer does not make a payment using the EAM Payment Solution and/or the Payment Request Service for 6 consecutive months.
- l. The Bank is also entitled, if the Customer had a POS Terminal for the EAM Payment Solution, to terminate the POS Terminal and to have the POS Terminal decommissioned if the Customer has not made a payment and/or Card Acceptance Activity at the POS Terminal using the EAM Payment Solution and/or Payment Request Service for 6 consecutive calendar months. The date of termination shall be the last day of the 6th calendar month following the last day of the month in which no more Card Acceptance Activity and/or no more payment using an EAM Payment Solution and/or Payment Request Service was made. The termination of the POS Terminal(s) does not imply the deletion of the Acceptance Point (business), if Card-based Payment Transactions and/or payment using an EAM Payment Solution and/or Payment Request Service continue to be made at the other POS Terminal(s) remaining at the Acceptance Point (the deletion of the Acceptance Point does not constitute an irreversible deletion in the Bank's systems, as the Bank is obliged to process the information on the terminated services during the legal retention periods).
- m. the Bank is entitled to delete an Acceptance Point (business) from its system without any specific notification to the Customer if no Card-based Payment Transaction and/or payment using an EAM Payment Solution and/or Payment Request Service has been made at the Acceptance Point (business) for 6 consecutive calendar months. The date of termination is the last day of the 6th calendar month without payment by Card-based Payment Transaction and/or EAM Payment Solution and/or Payment Request Service. Termination shall not constitute also the termination of the Acquirer's/Customer's Card Acceptance Agreement and/or this Contract if Card-based Payment Transactions and/or payments using the EAM Payment Solution and/or Payment Request Service continues to be made at Acceptance Point(s) other than the Acquirer's/Customer's respective Acceptance Point (settlement unit).
- n. the Bank is entitled to terminate a Customer registered at a given Virtual Acceptance Point (stand-alone settlement unit) in its system without prior notice to the Customer, if no payment using the EAM Payment Solution has been made during 6 consecutive calendar months at the given Virtual Acceptance Point. The date of termination shall be the last day of the 6th calendar month in which no payment using the EAM Payment Solution has been made. Such termination shall not constitute termination of the Customer's Contract if payments using the EAM Payment Solution continue to be made at another Virtual Acceptance Point.
- o. in the cases specified in the GBC.

The Bank shall inform the Customer of the termination of the Contract pursuant to points j) to m). Failure to inform the Acquirer shall not affect the lawfulness of the termination and the decommissioning of the Terminals.

Simultaneously with the termination of the Contract, the Bank shall terminate the provision of all services related to the Contract.

The Customer is obliged to return to the Bank, within 5 banking working days after the termination of the Contract, the equipment, any code necessary for the use of the software and their accessories, other sales promotion materials received from the Bank or from the organisation acting on behalf of the Bank and carrying out the installation. The Customer shall remove from the Acceptance Point any indication of or reference to the possibility to pay with the EAM Payment Solution.

The Bank, depending on the type of service, shall arrange for the decommissioning and removal of the POS Terminal from the Customer's premises, if the Customer has a POS Terminal, at the cost set out in the List of

Terms and Conditions of the Merchant, the individual contract or the Application Form. The Customer shall facilitate the dismantling and removal of the POS Terminal and hand over the POS Terminal to the representative of the subcontractor acting on behalf of the Bank.

The Contract shall terminate without any further conditions on the date on which the Payment Account Agreement entered into with the Bank for the management of the Payment Account as a condition of this Contract terminates for any reason.

The Customer shall, after termination of this Contract, treat all data and information relating to the person purchasing at the Acceptance Point as business or bank secrets, without time limitation, depending on the nature of the data and information, and shall not disclose them to any third party. The Customer shall be liable for any damage caused to the Bank, the GIRO, the Aggregator or to the Payer by a breach of this obligation.

## **18. Other conditions**

### **a) Bank's business books**

The existence, title and amount of the debts related to the fees, commissions, charges, default interest specified in these BCM, the Contracts and Agreements covered by these BCM, the Application Form and the List of Terms and Conditions, as well as the title and amount of the amounts paid by the Bank to the Customer, shall be determined on the basis of the Bank's books and records.

### **b) Governing law**

This Contract shall be governed by Hungarian law.

### **c) Notifications**

Notification between the Parties shall be governed by the applicable GBC, with the notification channels set out therein being supplemented, in relation to this service, by the Merchant Portal and by sending messages to the e-mail address indicated on the Application Form or other contractual terms or otherwise specified.

### **d) Test purchase**

The Bank may, through its employees or agents, carry out test purchases or other verification activities at the Acceptance Points indicated in this Contract in relation to the conditions of payment using the EAM Payment Solution, in the course of which it may verify, inter alia, the correct placement of the markings provided by the Bank, the existence of Terminals and devices (including related software solutions) related to the EAM Payment Solution, their proper placement at the Acceptance Point assigned to the relevant Terminal, their proper functioning and the compliance of the acceptance of the payment instrument with the provisions of this Contract. In the event of a breach of this Contract, the Bank may, upon written notice to the Customer, suspend with immediate effect the use of the Terminals and/or the EAM Payment Solutions

### **e) Exclusion of the Customer's right of set-off**

The Customer may not settle its obligations to the Bank arising from this Contract by set-off.

### **f) Bank secret and trade secret**

The Customer expressly declares that the Bank is entitled to disclose to GIRO and the Aggregator any information and data related to the EAM Payment Solutions used, which are considered bank, business and payment secrets, in order to perform tasks and provide services related to the EAM Payment Solutions. The Customer expressly declares that he/she will inform the Payers of the data protection and confidentiality rules related to the EAM Payment Solutions prior to the payment and obtain their necessary consent in this

context. The Customer shall be liable for any loss, damage, administrative or other penalty arising from the lack of such Payer's consent and failure to inform the Payer.