



**General Terms and Conditions of
VISA CHIP Debit Cards**

Valid from 17 October 2013

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1. General Provisions

- 1.1. The present General Terms and Conditions for VISA chip debit cards (hereinafter: Terms and Conditions) determines general contract conditions with respect to the VISA chip debit card issued by KDB Bank Európa Zrt. (hereinafter: Bank) as well as to the bank card's usage and the pertaining bank services.
- 1.2. The questions that are not regulated by an individual contract (individual bank card contract) regarding the Bank-issued bank card, its usage and pertaining bank services are primarily regulated by the present Terms and Conditions; in case the latter does not provide for applicable regulations, the General Terms and Conditions on bank accounts, payment services and deposits (hereinafter: Terms and Conditions of Payment Services) shall be applied, whilst in case the latter does not provide for applicable regulations, the Bank's General Terms and Conditions shall be used. In the case of questions not regulated in the contracts signed with the bank and the Bank's general terms and conditions, the regulations regarding payment services and other Bank's activities, operations and services as well as provisions from the Civil Code shall be applied.
- 1.3. Save as otherwise provided for in the contract they have signed, the parties are obliged to address written statements to each other. The customer acknowledges the following:
- the Bank accepts the address given by the customer as the notify/ mailing address and shall not be held responsible for not notifying the customer in case the latter gave the Bank an inaccurate or false address or fails to inform the Bank regarding the change of address;
 - the statements the Bank has sent to the customer by recorded delivery mail – including the statements that were sent after the contract has run out – are to be considered as to have been delivered even in case the delivery to the address given by the customer has not been successful for some reason; this is especially valid in cases when the addressee either refuses the receipt or the postal mail is returned to the sender with one of the following notifications: “the addressee failed to accept”, “unsuccessful”, “moved away” and “unknown addressee”. Thus returned document shall be considered as to have been delivered when returned to the Bank with the date of delivery being the day after it has been sent by post. The customer is held responsible for unsuccessful delivery that was caused by the customer not informing the Bank of the change of the home address or residence office;
 - the Bank has the right to deliver a payment notice or notice of cancellation to the customer's address even in case when the customer has not requested the Bank's written notification with respect to the service in question.
- 1.4. Customers can contact the Bank in writing via postal mail addressed to the Bank's residence office (1054 Budapest, Bajcsy-Zsilinszky út 42-46.) or one of the Bank's branches (see the Bank's internet homepage) or by sending a fax message to 06 (1) 328-5454. The Bank can also be contacted either in electronic way through an online customer service available on its homepage (www.kdbbank.eu) or by calling the central telephone number 06 (40) 532-532 (KDB Kontakt).

Minimum technical requirements for viewing the Bank's homepage:

- Operating system:
 - o MS Windows 95 / 98 / NT / ME / 2000 / XP / VISTA operating system;
 - o Macintosh operating system;
 - o Linux operating system;
 - Internet browser:
 - o MS Internet Explorer;
 - o Netscape Navigator;
 - o Safari;
 - o Mozilla Firefox;
 - Adobe Flash Player 9.0.28 or newer version;
 - Internet connection;
- Hardware: personal computer on which the chosen operating system and internet browser can be run.

1.5. Unless otherwise agreed, Hungarian language shall be used during customer's communication with the Bank, including the signing of the contract and providing the services.

1.6. An indefinite-term bank card contract is signed between customer and the Bank.

1.7. In the absence of contrary provisions, the Hungarian substantive and procedural law shall be applied with respect to legal relations between customer and the Bank.

2. Definitions

Bank

KDB Bank Európa Zrt. (registered seat: 1054 Budapest, Bajcsy-Zsilinszky út 42-46.; registration number: 01-10-041313; operating license no. 962/1997/F., ÁPTF resolution dated on 26 November 1997).

Bank working day

The day when the Bank performs its business activities – for the purposes of completing the Bank's payment operations – according to the business hours.

ATM (Automated Teller Machine)

A machine equipped with a display and a push-button interface that enables the customer – by joint usage of the bank card and PIN code – to withdraw cash, inquiry the balance and use other bank services depending on the given machine (e.g. mobile phone top-up service and other purchase transactions). The ATM issues a receipt as a confirmation of the performed operation.

Bank card / Card

It is a cash substitute electronic payment device that can be used for cash withdrawal or purchase of goods and services up to the available balance (including the overdraft facility if available) of the account to which the card is connected. Furthermore, bank cards are applicable to services provided by the ATMs.

The card issued by the Bank is the property of the Bank. The card is personalized and can only be possessed by an individual. The card can only be used by its holder whose name appears on the card. Other persons cannot be authorized to use the card.

Bank Card Usage

The card can be used for cash withdrawal or for covering purchase of goods or services at merchants with an online or offline transaction.

Bank Card Contract

A signed contract based on the written agreement between the Bank and its customer regarding the Bank-issued card, its usage and thus pertaining bank services; the “Terms and Conditions” and the “List of conditions” containing general contract conditions of these services are also part of the contract.

Bank Card Terminals

All electronic, mechanical, physical and virtual device that enable usage of bank cards by having a capability to read and receive unique electronic data stored on the bank card and to carry out the transaction initiated with usage of the bank card, including, but not limited to ATM, POS and virtual POS terminals.

Bank Card Usage Limit / Limit

A limitation with respect to the number of daily transactions and transaction amounts as determined by the Bank. The general (standard) limits are defined by the Bank for each card types which are included in the “List of Conditions”. The account holder or the cardholder who is authorized to use the bank account may – by fulfilling the conditions stated in the “List of Conditions” – request for setting of an individual card usage limit different from the standard limit. In the case of partial or complete outage of the systems that are parts of the authorization process the Bank is entitled to determine limits different from the abovementioned ones for safety reasons.

Bank Account / Account

According to paragraph 529 of the Civil Code, bank account is a payment account opened with the Bank based on a bank account contract. Irrespective from its name and the currency, the bank account will enable recording and handling of the account holder’s financial claims and debts, where – in the absence of contrary legal provisions – any payment method determined in legal provisions for payments may be applied with respect to the account holder’s debits and credits.

Domestic Transaction

A transaction is considered to be domestic when both Bank that issued the card and the merchant’s bank are registered and have their residence offices in Hungary and have an authorization to accept cards in Hungary. (The beneficiary’s country code in accounting data of the transaction is Hungary.)

Receipt

A document – given to the cardholder by a merchant or issued by an ATM – that confirms both the transaction and thus pertaining data (date, amount, card number, location).

Card Not Present Transaction (CNP)

A virtual transaction that is carried out in a physical absence of the card based only on the card's data.

Embossed Bank Card / Embossed Card

An embossed bank card that can be used for carrying out transactions in a paper-based, electronic or virtual payment terminal.

ECC Country: An EU member state or a state that is a member of European Economic Community.

Individual Electronic Data

PIN code and identification data stored on the card's magnetic stripe or in the chip.

Electronic Identification

A verification process where the Bank and the bank card terminal perform – based on the unique electronic data pertaining to the bank card – an identification of the cardholder and the payment operation.

Electronic Bank Card / Electronic Card

An engraved/unembossed bankcard-product that can be used for carrying out transactions in an electronic and – in certain cases – in virtual payment terminal.

Point of Sale / Merchant / Commercial Accepting location

Merchants, service providers – equipped with the logo appearing on the bank card – that accept the bankcard for purchasing goods and/or services, as well as those payment service providers which enable cardholders to carry out bank card transactions.

Merchant's Bank / Acquiring Bank

The Bank that has an agreement for card acceptance with the merchant that accepts bankcards.

Security Code (CVV2 or CVC2 code)

A three-digit identification number printed next to the signature area (after the last four digit of the card number) in the back of the card and has to be given by the request of the merchant when purchasing via internet, ordering mail or telephone .

Pre-authorization / Pre-approval

An authorization process that is not directly followed by carrying out the transaction. Pre-authorization is performed with respect to the expected transaction amount instead of the actual transaction amount. In this case the pre-authorized, expected amount of the transaction will be blocked on the account. Such blocking does not mean debiting; it serves only as coverage for a transaction until its settlement. The Merchant that has initiated the pre-authorization can terminate the blocking by initiating the actual charging of the pre-authorized transaction amount or by initiating cancellation of the pre-approval through the merchant's acquiring bank (e.g. when the payment is not made with the card that was used for the pre-authorization). Typically Hotels, rent-a-car offices and travel agencies are using pre-authorizations.

Approval Process / Authorization

An electronic message sent by the issuer Bank or its authorized agent to the Point of Sale to notify it about approval or rejection of the requested transaction after checking the card data and the bank account that covers the bank card usage by taking into consideration the card usage limits as they have been set.

Notify Address

A notify address indicated by the customer. The Bank will send consignments determined in the contract, notifications and other statements required for fulfilment of contractual terms by post to the indicated address. The Bank will not accept post office boxes or bank branch as an address.

Value Date

The day when the Bank considers a transaction debited or credited to a settlement account for interest calculation purpose.

Processing Date / Accounting Date / Debiting Date / Crediting date

The working day when the Bank settles a transaction in its account management system.

Available Balance

The amount of funds available for carrying out transactions through the bank account that covers the bank card usage. In case there is an overdraft linked to the bank account, the balance also includes the line of credit amount.

Hold/Block/Blocking/Reservation

Blocking of an amount on the account that is equivalent to the amount featured in the authorization request charged to the balance available at the time of the authorization. The hold amount – after the authorization process - decreases the available balance, without debiting the account of the blocked amount. Financial execution of the blocking requires confirmation, while cancellation needs an order from the acquiring bank. If neither of these is available, the blocking can be kept in force up to 15 calendar days.

In the case of authorizations requested in a currency other than the account currency or other than used by the card organization (USD) – conversion into USD shall be made by card organization using its applicable exchange rates. In the event that the account affected by the reservation is denoted in a currency other than USD, the conversion of the reserved amount – expressed by the card organizations in USD – into foreign currency shall be calculated on the daily fx rate used by the Bank.

In case the currency of the transaction differs from the currency of the bank account the blocked amount may – due to different rates – differ from the debited amount.

Consumer

A private individual who is acting for purposes which are outside of his trade, business or profession.

Verification

A procedure that enables the Bank to control the usage of the card including its unique safety elements (PIN code and other codes used at card transaction).

Credit Line/Overdraft

The credit line available to the account holder on the bank account that covers the bank card usage based on the overdraft contract signed with the Bank.

Imprinter

A mechanical device which enables a manual (paper-based) card acceptance (acceptance in non-electronic environment) of embossed cards and is used for making bank card imprints (a paper-based receipt which contains the bank card data) .

Online Purchase (e-commerce)

Online purchase is a CNP (Card Not Present) virtual transaction type, that is, a transaction type that allows to purchase of product or services without physical presence of the card. In order to perform this type of purchase, the cardholder shall give the merchant the card number, date of expiry and CVV2/CVC2 code (some merchants may ask for additional data) through a so called virtual POS terminal placed on the internet portal.

Cardholder

A private individual authorized to use a personalized card based on the bankcard contract.

Card Company / Card Organization

An international organization with legal entity which assists the member Bank in carrying out its bank card activities based on an agreement with the Bank as well as other payment service providers: VISA Europe Inc. (1 Sheldon Square, London W2 6TT; hereinafter: VISA)

List of Conditions

A document, constituting a part of the bankcard contract, that contains general terms and conditions regarding the rate and calculation method of fees, costs and commissions of the issuing of bank cards and the pertaining services, as well as further conditions of the issuing and usage of bank cards, being officially published in the Bank's branches and website (www.kdbbank.eu).

Logo (Emblem)

A symbol identifying the card type, appearing on the bank card, at the Points of Sale and ATMs, indicating the places where the card can be used.

Microenterprise

It shall mean an enterprise which – at the time of conclusion of the framework contract, and following this date based on the data of the last balance sheet – employs fewer than 10 persons, and in the business year previous to the time of conclusion of the contract – and following this date based on the data of the last balance sheet – whose annual revenues or its balance sheet total does not exceed 2 million euros or the forint equivalent of 2 million euros converted on the official exchange rate published by the National Bank of Hungary in effect on the last day of the business

year preceding the conclusion of the contract, and following this date on the last day of the previous business day.

Mo/To Transaction (Mail Order / Telephone Order)

A Card-not-present (CNP) transaction – i.e. a virtual transaction, where the card does not have to be physically present – where the cardholder provides the card number, expiry date and CVV2/CVC2 code of his card to the merchant verbally, via mail or phone to purchase goods or services.

Daily Cash Withdrawal Transaction Limit

A bank card usage limit for the cash withdrawal amount and the number of cash withdrawal transactions within 24 hours determined by the Bank.

Daily Purchase Transaction Limit

A card usage limit for the available amount for purchasing goods and/or services and the number of purchase transaction within 24 hours determined by the Bank.

Daily Virtual Transaction (CNP) Limit

A card usage limit on the amount of money that can be spent – within 24 hours – without the physical presence of the bank card.

On-line Transaction

An immediately forwarded and processed transaction sent for approval to the Bank or one of its authorized service providers in an electronic way. This kind of transaction can be initiated with both electronic and embossed cards.

Off-line Transaction

A transaction that is not – or not immediately – forwarded to the Bank or one of its authorized service providers. This kind of transaction can be initiated exclusively with an embossed card. The transaction does not reduce the user's balance – due to the absence of on-line authorization – until the transaction has been realized.

Security Deposit/Collateral

A separate amount of funds on the bank account that covers the bank card usage which the account holder cannot freely dispose of and which have been deposited in the Bank based on the bank card contract. The Bank is entitled to request collateral securing the card issuing and the pertaining services. The obligation to provide security deposit as well as the amount of it are subject to the discretion of the Bank.

PIN Code (Personal Identification Number)

A secret 4-digit personal identification number generated under strict security regulations which only the cardholder is entitled to know., to be used in card transactions on electronic terminals (ATM, in some cases POS) that accept the bank card.

POS Terminal / POS (Point of Sale)

An electronic terminal used for performing card payment transactions. POS Terminal enables control over the authorized bank card usage, as well as checking the bank card, and records the transaction data before forwarding them to the Bank.

Account Holder

An adult individual with legal capacity, a legal person, a business organization without legal entity or other organization that has signed a bank account contract with the Bank.

Durable data carrier

Any instrument which enables the Client to store information addressed personally to him for a period of time adequate for purposes of the information and which allows the unchanged reproduction of the information stored.

Supplementary Cardholder

An individual with legal capacity authorized by the account owner to use the card and has full authorization in the account that belongs to the card.

When the account holder is a legal person or organization without legal entity, the supplementary cardholder is an adult individual with legal capacity who is entitled to use the card through authorization of an authorized representative of the bank account belongs to the card.

Transaction

Any payment transaction carried out with the usage of the card: purchase (of goods and/or services), cash withdrawal.

Customer

Account holder/ Cardholder/ Supplementary cardholder

Business Card

A card that the Bank issues to legal persons or organizations without legal entity. The card is personalized and can only be possessed by an individual. The cardholder's personal name as well as the account owner organization's name shall be indicated on the card.

Terms and Conditions

A document containing conditions regarding the Visa chip debit bank cards issued by the Bank, their usage and general contractual conditions with respect to services connected with the cards.

Virtual Transaction

A transaction initiated without physical presence of the card at a Point of Sale, where the cardholder provides the card data verbally, in writing or in electronic way for the transaction. Virtual transactions can be carried out through mail, by telephone (Mo/To transaction) or by purchasing (covering the costs of goods and services) online.

3. Signing of the Bank Card Contract

3.1. Upon the account holder's request, the Bank issues the bank card to the account holder or to the individual appointed by the cardholder with the purpose of enabling him/her to use the bank account.

3.2. The account holder can request the bank card by filling out and signing an individual bank card contract – containing a bank card application – received by

the Bank. By signing the bank card contract the customer allows the Bank to control the data he has given by using the applicable records. The bank card contract initiated by the customer becomes valid after it has been signed by the Bank.

- 3.3. The Bank is entitled to reject the card request without stating any reasons for doing so. The Bank can inform the customer regarding the rejection of application over the telephone, by sending an electronic message through Netbank as well as by sending an e-mail or mail via post.
- 3.4. The account holder can apply to be issued a bank card listed in the “List of conditions”. While the cardholder can be in possession of only one card per bank account and bank card type, the Bank is entitled to issue more cards of the same type with respect to the bank account in question at its sole discretion.
- 3.5. When submitting the bank card request, the account holder is obliged to deposit a required opening balance and a bank card-issuing fee – as determined in the “List of conditions” to the bank account that covers the bank card issuing fee, whereby the Bank is entitled to keep this amount separately from other funds on the bank account that covers the bank card issuing fee until the bank card has been issued or the bank card-issuing has not been covered.
- 3.6. In the case of foreign legal persons or organizations without legal entity, citizens of non-ECC countries or customers listed in KHR (The Central Credit Information System), the Bank will request for the account holder to place a deposit as a condition to obtain a bank card and use the pertaining services, whilst a deposit based on individual appraisal will be requested in the case of other customers. Consequently, the account holder shall place a security deposit – the amount will be determined in the deposit contract signed with the Bank – to the bank account that covers the bank card usage when submitting the bank card request. The account holder cannot dispose of the security deposit as long as the bank card contract is valid. In case the Bank uses the security deposit funds to settle a claim, the account holder is obliged to supplement the security deposit up to the amount determined in the security deposit contract signed with the Bank. If the account holder does not fulfil the requirement regarding placing the security deposit, the Bank is entitled to reject the bank card request.
- 3.7. The Bank is entitled to request additional conditions with respect to issuing of some types of bank cards: it may request for the cardholder to give his/her mobile phone number and include prescription – in the “List of conditions” – obliging the cardholder to request Bank Card Safety SMS service offered by the Bank.
- 3.8. The customer is obliged to immediately inform the Bank about any changes of the data appearing in the bank card contract. The customer shall be held responsible for all damages and costs deriving from failing to report the changes. The Bank shall inform the customers regarding changes of its address and telephone numbers through its internet homepage (www.kdbbank.eu).

4. Issuing of the Bank Card

- 4.1. The bank card is a cash substitute electronic payment device – equipped with a magnetic strip and chip – that is capable of storing individual electronic data. The following data are visible on the card: 16-character bank card number, date of expiry given in a month/year form, security code as well as the card organization's and the Bank's logo. The name of the cardholder appearing on the bank card – no longer than 25 characters – is identical with the name appearing in the bank card contract. In the case of business bank cards, both account holder's and cardholder's name shall appear on the card (except when the account holder's name matches the cardholder's name, e.g. in the case of private entrepreneurs).
- 4.2. The Bank shall issue the bank card and hand it over to the customer within 20 working days after signing of the bank card contract or within 10 working days if requested so by the customer. The Bank will inform the customer that the card is prepared over the telephone, by sending an electronic message through Netbank or by sending an e-mail or mail via post. The Bank hands over the prepared bank card to the customer in an individual way – accepting the card at account managing branch or receiving it via postal mail – as determined in the bank card contract. The Bank will not send a notification regarding the card being prepared in the case it will be handed over via postal mail.
- 4.3. When sending the card via postal mail, the Bank will send the bank card and PIN code separately to the customer's domestic address on different days. The customer is obliged to inform the Bank about not receiving a new card via mail in 30 days after submitting the request or about not receiving the renewed card until the 20th day of the month – appearing on the front of the expiring card – when the card is due to expire. The customer shall be held responsible for all damages and costs deriving from not informing the Bank about not receiving the card. The cardholder shall cover the costs emerging during the card being handed over through post.
- 4.4. In case the postal delivery of the bank card not being successful and the post is delivered back to the Bank, the customer can accept the bank card in person at the account managing branch with the Bank being entitled to charge an additional fee for issuing the card. The customer can request for the bank card to be sent via post one more time upon paying an additional fee. In case the bank card returned through post is damaged, the Bank is entitled to destroy the bank card and issue a new bank card to the customer.
- 4.5. The cards sent via post cannot be used until they are not activated by the cardholder in a way determined by the Bank. The customer shall be held responsible for all damages and costs deriving from failure to activate the card.
- 4.6. A personal acceptance of the card at the branch bank is conditioned by the customer presenting a personal identity document containing a photograph and a signature. The customer is obliged to confirm the acceptance of both the card and PIN code placed in a sealed envelope by signing a written statement.
- 4.7. The cardholder is obliged to put a regularly used signature on the signature panel

at the back of the card upon accepting the card. The customer shall be held responsible for all damages and costs deriving from failure to sign the card or by not putting down the regularly used signature.

- 4.8. The PIN code which the Bank issues alongside the bank card has to be delivered to the customer in a closed envelope in a way that would prevent its content being disclosed to anyone else but the cardholder. After receiving the document containing the PIN code, the cardholder is obliged to remember the PIN code and destroy the document. Furthermore, the customer is obliged to keep the PIN code a secret and should not disclose it to any other person.
- 4.9. When purchasing goods and services at merchants or when withdrawing cash through payment service provider, the card might be accepted only upon condition of giving the PIN code. Using an ATM will always be preconditioned by entering the PIN code.
- 4.10. When an incorrect PIN code has been entered three times, the card might be retained by the merchant, by the payment service provider or by the ATM operator, whilst the Bank might limit further usage of the card.
- 4.11. In case the cardholder cannot give the PIN code, he can request for the PIN code reprinting – in accordance with the point 4.8 – upon paying a fee.
- 4.12. In case the card has for some reason not been accepted, the Bank will keep it for 90 days after the month when it has been applied before destroying the card.

5. Expiration, Renewal and Exchange of the Bank Card

- 5.1. The bank card is valid and can be used until the date indicated on the bank card in a year/month format, more concretely, until 24:00 on the last day of the month when the card is due to expire. The customer is obliged to hand over the card to the Bank or destroy it immediately after it has expired. The customer shall be held responsible for any damages and costs deriving from a failure to do so.
- 5.2. The date of expiry of the supplementary cardholder's bank card – for duration of the bank card contract – is independent from the date of expiry of the account holder's or other cardholder's bank card. The card is considered to be expired – independent from the date of expiry stated on the card – on the date of termination of the contract and the cardholder is not entitled to use it after that date.
- 5.3. The Bank – unless otherwise instructed by the customer – will renew the expiring bank card by issuing the customer a new card with the applicable costs and fees being debited on the bank account covering for the bank card renewal. If the customer does not request the card to be renewed, he is obliged to inform the Bank about it not later than 45 days before the expiry. In the opposite case, the customer is obliged to cover the fees and costs connected with issuing of a new card. The Bank is entitled to reject the issuing of a new bank card without specifying the reasons. In case no transaction has been carried out with the bank

card in the last 180 days before the date of expiry, the Bank will not renew the bank card.

- 5.4. Unless otherwise instructed by the customer, a renewed card shall be handed over in the bank branches.
- 5.5. When renewing the expired bank card with a new bank card, the PIN code will remain unchanged, that is, it will be identical to the PIN code of the renewed card.
- 5.6. After the cardholder activates the renewed bank card, the previously issued bank card cannot be used anymore even if the day of expiry indicated on the bank card has not yet passed.
- 5.7. In case the card has been damaged or rendered unusable due to technical reasons, the customer can – upon returning the card – request issuing of a new card upon paying a fee.

6. Rules Regarding Usage and Safe Handling of the Bank Card

- 6.1. According to the rules of the card organization, the customer uses the bank card at his own risk. The bank card can be used by the cardholder exclusively, no one else can be authorized to use it, it cannot be handed over to a third person neither for usage, nor as a deposit or guarantee.
- 6.2. The cardholder can use the card up to the amount of the Bank-approved bank card usage limit and up to the amount of available balance. The transactions that would result in exceeding the limit will be rejected during the approval procedure. The account holder or the cardholder fully authorized to use the account may request for the limits to be modified both regarding their amount and number in accordance with the “List of conditions”. This can be done in person at the Bank’s branches, in writing, through NetBank or over the telephone through KDB Kontakt service.
- 6.3. The usage of card that would exceed the available balance on the bank account that covers the bank card usage will be interpreted as a breach of contract. Consequently, the Bank will be entitled to limit the usage of all bank cards pertaining to the account or block the cards.
- 6.4. After accepting the bank card, the cardholder is obliged to use it in accordance with the regulations and is responsible for safe handling of the bank card and the data placed on the card as well as the PIN code. The customer shall be held responsible for all damages and costs deriving from not using the card according to the regulations. The Bank shall debit the transactions carried out with usage of the supplementary card against the bank account that covers the bank card usage without separate approval from the account holder. The customer shall be held responsible for all the account holder’s damages and costs caused by the supplementary cardholder. The account holder, cardholder and supplementary cardholder are jointly obliged to settle the Bank’s claims.

- 6.5. The account holder takes responsibility for the usage of supplementary and business card. The Bank will block the card or destroy it – if it has been returned – upon the account holder's request. Furthermore, the account holder may request modification of the daily usage limits regarding the supplementary card. Other than that, the account holder cannot limit the usage of the supplementary card. The account holder is not entitled to know the supplementary cardholder's PIN code.
- 6.6. The cardholder is obliged to use the bank card in accordance with the conditions determined in the bank card contract. Furthermore, the cardholder is obliged to take generally expected measures to safely handle the bank card and PIN code in a given situation. The cardholder is obliged to inform immediately the Bank about the fact that an unauthorized person – including the Bank's employee – found out or could have found out the PIN code. The cardholder always has to make sure that the bank card can be used safely. When giving the PIN code, the cardholder shall make sure that it will not be seen by an unauthorized person.
- 6.7. The bank card cannot be used to cover the costs of goods and services that are prohibited according to the legislation of the country where the bank card is about to be used. The Bank is entitled to limit usage of the card at specific merchant or merchant types; the customers will be informed about that through the Bank's announcement. The Bank shall not be held responsible for an unsuccessfully executed transaction in case the payment operation was initiated at merchant, payment device (terminal) or a device not approved by the Bank.
- 6.8. The cardholder is obliged to check and control at the transaction receipt prepared after the bank card usage and – unless the payment order can be approved in a different way – sign it by using the signature identical to the one on the bank card. By signing the card transaction receipt and by giving the PIN code, the cardholder vouches for the validity of the data appearing on the card receipt. The cardholder is obliged to keep the transaction receipt – or in case of unsuccessful transaction, a receipt/bill confirming an otherwise executed payment – for the purposes supporting his/her case in a potential dispute process.

6.9. *Cash Withdrawal from ATM machine*

The bank card enables cash withdrawal from ATMs containing the VISA logo. Each cash withdrawal is preceded by checking the available balance and the bank card usage limits. The cardholder is identified by entering the PIN code. When withdrawing cash from ATM, the machine records the transaction in an electronic journal, thus confirming the execution of transaction until proven otherwise. If an incorrect PIN code has been entered three times within 24 hours, the Bank is entitled to suspend all transactions that require a PIN code for next 24 hours.

The ATM operator can limit the amount of funds that can be withdrawn on each occasion as well as the frequency of cash withdrawals. Neither the Bank nor the ATM operator shall be held responsible for the applied limitations.

In case the ATM provides such service, the receipt will also contain information about the currently available balance.

6.10. *Cash Withdrawal by using POS Terminal at the Cash Desk*

The bank card enables withdrawal of cash at branches of financial institutions, post offices and merchant equipped with the VISA logo. Each withdrawal of cash

is preceded by checking the available balance and the bank card usage limits. For the purposes of the customer's safety, the POS terminal operator may require personal identification document of the person authorized to use the card to be presented by the customer. If there is doubt in a legal usage of the bank card, the POS terminal operator is entitled to retain the card. The cardholder is obliged to sign the transaction receipt by using a signature identical to the one the card, whilst in case PIN code is required for the transaction to be carried out, the cardholder shall enter the PIN code by using a numeric keyboard connected to the POS terminal.

The POS terminal operator may deny accepting the card if:

- the card is placed on a blocking list,
- the card is not active (it has not been activated yet),
- the card has expired,
- the card has been visibly changed or damaged,
- the customer does not present a personal identification document upon request,
- misuse is suspected.

6.11. *Purchasing by using a POS Terminal*

The card enables covering the costs of goods and services by using a POS terminal at merchants equipped with the VISA logo. The cardholder – depending on the bank card type and POS terminal settings – is obliged to sign the transaction receipt by using the signature identical to the one on the card and/or enter the PIN code by using a numeric keypad connected to the POS terminal. In the case of special services, e.g. in hotels or car rentals – due to accounting for additional costs (e.g. using a mini-bar, refuelling a car, damage), depending on nature of the deal –, the amount appearing on the receipt prepared based on the cardholder's usage of the card might differ from the amount stated in the request that has been sent to the Bank in an electronic way; in cases like this, the Bank will always debit the bank account that covers the bank card usage with the amount stated in the request that was sent to the Bank.

The preconditions of card acceptance at merchants may the personal identification document presenting by cardholder.

The Bank does not take responsibility for the goods and services paid with the bank card. The Bank will not take part of a potential legal dispute between the cardholder and the merchant.

6.12. *Covering the Costs of Goods and Services Without Physical Presence of the Bank Card (Virtual Transactions)*

The approval of virtual transactions is carried out departing from the merchant and its acquirer bank's rules. The primary identifiers employed during these transactions will be the bank card number, date of expiry and – in some instances – the security code. Neither the merchant nor the acquirer bank can request entering or giving of PIN code. The Bank shall not be held responsible for any of the cardholder's damages or costs deriving from entering or giving PIN code.

6.13. *Non-electronic purchases*

The transaction is carried out based on the rules of the merchant and its acquirer bank. For purposes of getting an approval, the merchant can contact the Bank through its Acquiring bank. The Bank will approve the transaction upon checking the available balance and the bank card usage limits. When purchasing, a

mechanical device (imprinter) will be employed to prepare the bank card's imprint which will result in the data that appear on the bank card getting on a paper receipt. Furthermore, the card receipt shall also contain the accepting merchant's name, purchase date and the costs of goods and services that were covered by using the bank card.

Neither the merchant nor the accepting bank can request entering or giving of PIN code. The Bank shall not be held responsible for any of the cardholder's damages or costs deriving from entering or giving the PIN code.

6.14. *Shopping via ATM (Mobile Phone top-up, and Paying a Bill Issued by the Service Provider)*

Some ATMs make it possible to top-up a mobile phone and pay bills. These transactions are interpreted as shopping transactions, so they can only be approved if they do not exceed the daily purchase limit and the available balance. The Bank shall not be held responsible for any damages or costs deriving from giving the wrong telephone number or other incorrect information when purchasing via ATM. The Bank will not take part in a potential legal dispute between the cardholder and service provider.

6.15. *Checking the Balance via ATM/POS Terminal*

In case the merchants offers such service, the cardholder can check his/her available balance on ATMs and POS terminals that enable cash withdrawal; the device can also issue the transaction receipt with the balance printed on it.

6.16. *Online purchase (via internet)*

Among the cards issued by the Bank, embossed as well as some other electronic cards can be used to purchase goods and services online. An online bank card payment can be performed by entering the card and/or transaction data into the form that is found on the payment page of the merchant's homepage. The merchant is entitled to approve or refuse the transaction.

7. Additional Services Connected to the Bank card

7.1. In the cases and under conditions determined in the "List of conditions", the customer can use additional services offered by the Bank (e.g. bank card security SMS service) or by a third person (e.g. travel insurance offered by an insurance company that is in contractual relations with the Bank or emergency cash withdrawal or card replacement offered by the card organization).

7.2. In case the cardholder wants to use this additional service, the Bank will conclude the insurance contract for the insured by signing a certain type of contract – as determined in the "List of conditions" – with the insurance company that offers the service. The cardholder shall settle all insurance-related claims with the insurance company or with its claims settlement partner. The cardholder is responsible for covering all costs related to the insurance contract with exception of the costs of issuing the card and the yearly insurance fee.

7.3. In the cases and under conditions determined in the "List of conditions", the cardholder can use the card organization's service that enables an emergency cash

withdrawal (emergency cash) and emergency card replacement (emergency card). In case the bank card that is suitable for international use gets lost, stolen or is rendered unusable when the cardholder is abroad, the latter – upon proving what has happened by presenting the applicable document to the card organization's member bank or centre – can opt to withdraw cash within 24 hours or request a temporary bank card with – a limited amount of funds – determined by the bank company and limited usability within 72 hours at the card organization's member bank. The Bank is entitled to regulate the amount of cash that can be withdrawn through employing the emergency cash withdrawal service. The bank card issued through employing the emergency card replacement service cannot be suitable only for electronic usage and cannot be used to withdraw cash; it can only be used for payments at merchants. The Bank will provide the cardholder with cash or a temporary card through mediation of the card organization's member card.

8. Approval and Cancellation of Payment, Verification of Transaction

- 8.1. The Bank completes the payment order initiated with the bank card once the cardholder approves it. The payment order initiated with the bank card is considered to be primarily approved once it has been started by the cardholder entering the PIN code, whilst it is considered to be subsequently approved once the cardholder signs the transaction receipt and does not have any remarks regarding the bank account statement items within 45 days after the account was debited against.
- 8.2. The Bank is responsible for carrying out specific bank card operations (verification, approval, authorization hold, handling unsuccessful transactions, cancelling the transaction, crediting) after receiving the electronically forwarded bank card usage data from the merchant's acquirer bank that sent the authorization request or from the payment provider that operates the ATM. The payment orders initiated with the bank card will be realized after the Bank has received the request for authorization.
- 8.3. In the case of transactions carried out in an electronic environment – by using POS terminal or an ATM – with physical presence of the card, the verification is realized by giving, forwarding and checking the bank card's individual electronic data. In the case of ATMs, the transaction is approved by giving the PIN code, whilst in the case of POS terminals – depending on the settings of the POS terminal – the approval can be based on the cardholder either giving the PIN code or signing the receipt or by doing both.
- 8.4. In the case of virtual transactions (e.g. online purchase, mail or telephone order) carried out in an electronic environment – differently than determined in the previous point –, the transaction shall be executed according to the rules determined by the merchant or by the acquirer bank. The primary identifiers of this transaction are the bank card number, its date of expiry and – in certain cases – the security code; the transaction is approved based on giving these data on the web interface.
- 8.5. In the case of bank card transactions carried out in non-electronic environment by employing an imprinter, the approval is realized – after the potential personal

identification – by the cardholder signing a manually issued paper receipt containing the bank card, merchant and transaction data.

8.6. The cardholder cannot cancel the initiated and approved payment order after it has been received by the Bank unless the amount was not yet determined at the time when the card was used. If the approved bank card payment order was initiated by the beneficiary – or through the beneficiary –, the cardholder can cancel the payment order only up to the transaction amount that was debited against the account that covers the bank card usage and with permission of the beneficiary (merchant).

8.7. Customers cannot cancel payment orders where the calculation method of the amount is known to them, yet the concrete amount cannot be determinate in advance (e.g. paying for accommodation, renting a car etc.), including the payment orders where the customer – upon initiating the payment order – gives authorization to the merchant for additional charges.

9. Transaction settlement ; Fees, Commissions, Expenses

9.1. The Bank will automatically settle for debits and credits deriving from usage of the card on the bank account that covers the bank card usage upon receiving the accounting data sent by the card organization in an electronic way.

9.2. The Bank will debit or credit – on the bank account that covers the bank card usage – the transaction amounts that appear in the settlement items sent by the card organization on the day it will receive the settlement– if this is not a bank working day, on the first subsequent working day – and with the value day of the transaction settlement. The Bank is entitled to correct the account-related credits and debits without time limit or the customer's approval. The Bank inspects neither debit transactions on which load-related data are based nor their legality.

9.3. The Bank will debit – in the account's currency – the account that covers the bank card usage regarding fees, commissions and expenses regarding issuing and using the card when issuing card or when settling for specific debits card.

9.4. The account holder is obliged to pay attention to the account balance. If there is not enough funds on the bank account covering for the bank card usage to fulfil the bank card contract conditions, the Bank is entitled to settle its claims by using the funds of the account holder's other account held by the Bank or by using the security deposit funds. If the account holder has a negative balance and does not have any other accounts, he is obliged to settle the debts in some other way. In the opposite case, the Bank will be entitled to terminate the bank card contract with immediate effect. The customer is obliged to pay the costs emerging due to enforcing the claim.

9.5. The Bank will charge a card issuing fee in the year the card was issued as well as an annual card fee each year until the card expires. In the case of non-consumer or non-micro-entrepreneurs, the fee will apply regarding each year that has started until the bank card contract expires, that is, the fee does not depend on the actual duration of the card usage, so the bank is not obliged to make any refunds. The

fees, commissions and expenses related to issuing and usage of the card as well as due dates for their payment are included in the "List of conditions". The Bank shall inform the cardholders regarding changes of fees and commission through the "List of conditions" placed in the branch banks as well as on its internet homepage.

- 9.6. By signing the bank card contract by account owner, the account holder permits the Bank to debit the account that covers the bank card usage with the bank card transaction amounts as well as total charged fees, commissions and expenses. In case there are not enough funds on the account to settle these claims, the Bank is entitled to debit any other of the account holder's accounts held by the Bank.
- 9.7. The settlement of debits and credits deriving from the supplementary cardholder's bank card usage shall be realized without the account holder's approval.
- 9.8. The customer is aware of the possibility of being obliged to pay fees other than those that are charged by the Bank with respect to the bank card usage (e.g. fees charged by merchants upon purchases). The Bank does not take responsibility for additional fees and expenses charged by the merchants upon the transaction or for damages or costs deriving from not receiving applicable information at the merchant.
- 9.9. In case the currency of the transaction does not correspond with accounting currency (USD) used by the card organization, the card organization will convert the transaction amount to its accounting currency (USD) by employing the currency rate valid on the day of performing accounting with the Bank, with exception of transactions carried out in HUF as accounting will be performed in HUF in this case. When the Bank converts the currency used during the settlement with the card company to the currency of the customer's account, it will use the FX currency rate used on the day the Bank performs the processing.
- 9.10. The Bank is entitled – by notifying the customers in advance – to a one-sided modification of the currency used during settlement with the card organization or to introduce a new accounting currency with respect to the transaction carried out in a specific currency.

10. Bank account statement

- 10.1. The Bank will inform the Account Holder with an account statement, sent to the notification address provided by the Account Holder, regarding the account debits and credits as well as the current account balance in connection with transactions performed with the bank card, with the frequency specified in the contract between the Account Holder and the Bank.
- 10.2. The following data concerning bank card transactions will be indicated on the account statement:
- Date of transaction
 - Date of debit/credit
 - Debited/credited amount (in the currency of the account)

- Card number
- Amount and currency of transaction
- Applied exchange rate, if the currency of the transaction is different from the currency of the account
- Merchant location/location of transaction
- Designation of merchant

11. Complaints

- 11.1. If the client disputes the validity of any transaction, based on his report the Bank will initiate the complaint handling process according to the rules of the card organization.
- 11.2. The client may request the correction of an unapproved transaction, or an approved financial transaction which was incorrectly fulfilled by the Bank, immediately but within 45 days of the transaction debiting date at the latest.
- 11.3. If the transaction in question is not disputed by the client within 45 days of the date of transaction debiting date on the account – along with the submittal of all evidence available to him – the items on the Bank’s account statement will posteriorly qualify as approved.
- 11.4. If the Bank wasn’t the acquiring bank of the transaction, the Bank will forward the complaint and the pertaining evidence directly or through the card organization, to the payment service provider which is in a contractual relationship with the merchant, the operator of the cash register, or the operator of the ATM machine, or to the company authorized to conduct such activity (accepting financial institution, corporation). The Bank will exclusively credit the amount of the disputed debit to the Account Holder, if the acquiring bank (company) permanently acknowledges the validity of the complaint in writing.
- 11.5. The Account Holder may submit his complaint according to the following:
- Personally at any KDB Bank branch,
 - In a letter sent to the Bank’s mailing address (KDB Bank Európa Zrt., 1054 Budapest, Bajcsy-Zsilinszky út 42-46.),
 - In an e-mail sent to the Bank’s central e-mail address (panasz@kdbbank.eu),
 - By phone through the KDB Kontakt,
 - In an informally formatted letter through KDB NetBank.
- 11.6. The client is required to retain the transaction receipts, and in the case of a complaint, to make those available to the Bank. In the case of the bank card’s theft, expropriation, as well as its unauthorized or unapproved use the client is obligated to file a police report, and to make a copy of the report delivered to the investigating authority or a copy of the police record of the report available to the Bank.
- 11.7. The Bank will conduct an investigation regarding the complaint, then it will inform the client of its result in writing, within the time determined by the effective pertinent provision of law. If the investigation and informing the client

isn't possible within this deadline, because of the nature of the service or because third parties participate in providing the service (such as the card organization, other financial service providers, merchant), the Bank will inform the Account Holder regarding the expectable duration of the investigation of his complaint.

11.8. Subsequently to the establishment of the legitimacy of the complaint, the Bank will credit the amount on the Account Holder's account and will inform him of this fact. If the complaint is proven to be illegitimate, the Account Holder will pay for the expenses incurred in the course of the complaint process.

11.9. If the client disagrees with the result of the investigation of his complaint submitted to the Bank, in the interest of the out-of-court settlement of the dispute originating from the contract – depending on the subject of his complaint and his claim for legal remedy, as well as the jurisdiction of the below listed authorities – he may appeal to the following forums:

- Hungarian National Bank
- Financial Dispute Resolution Organization
- Commissioner of Financial Rights
- Hungarian Competition Authority.

12. Refunds

12.1. To the client, as the paying party, upon a request submitted within fifty days counted from the day of the debit entry, the Bank will reimburse the amount of the financial transaction approved by the client, initiated by the transferee through it, if the client is able to prove with credible documentation, the simultaneous existence of the following conditions:

- At the time of approval the client had no knowledge of the amount of the financial transaction, and
- The amount of the financial transaction exceeded the amount, which in the specific situation, was reasonably expectable from the client.

12.2. From the part of the client, the fulfillment of such collection can't be considered to exceed the amount reasonably expectable in the given situation, in the case of which it can be presumed, that:

- The collected amount serves the payment of an overdue, or due debt or public due, especially originating from credit, or loan dealings, originating from an effective contract between the beneficiary and the client;
- The client determined the possible upper limit of the amount of financial transaction and the collected amount was within this amount limit.

12.3. The client must append the following documents to the refund request:

- The original contract, which arose between the client and the merchant/accepting place as beneficiary, which constitutes the basis for the financial transaction (if such came to exist in writing) and the original copies of the receipt issued by the beneficiary, payment notification, account

settlement, as well as all such documents which credibly support the existence of the conditions for refund;

- His declaration made, cognizant of his criminal liability, in which the client states, that at the time of the approval of the specific payment assignment, he had no knowledge of the amount of the financial transaction, which constitutes the subject of the refund claim, and/or the fact, that he couldn't have had knowledge of it;
- The complaint submitted to the beneficiary pertaining to the request of refund and the response of the merchant/accepting place;
- The declaration of the client related to the fact, that the beneficiary hasn't refunded to the client the amount, the refund of which was requested, and that it hasn't been credited, or compensated to his benefit.

12.4. The Bank will make a decision regarding the request within 10 business days of the delivery of all the submitted documents requested by the Bank, and in the case of a positive decision, it will credit the amount requested to be refunded, to the bank account of the Account Holder on the 10th business day at the latest. The Bank is authorized to debit from the bank account of the Account Holder the amount credited as of the credit-entry date, if it comes to its knowledge, that the client was directly compensated by the beneficiary or other service provider.

12.5. In the case, when the Account Holder isn't a consumer or micro-business, and the financial service provider of the beneficiary is not located in a member state of the European Economic Area, he is not entitled for refund.

13. Unauthorized usage of the bank card

13.1. The use of the bank card occurring in any manner, which does not conform to its intended purpose and is contrary to the contents of the bank card contract, qualifies as unauthorized use.

13.2. Particularly qualify as unauthorized bank card use:

- The use of the bank card for an uncovered overdraft;
- The use of the bank card after its expiration date;
- The continual use of a bank card, which has been requested to be blocked or has been blocked;
- The use of the bank card by a person other than the card holder;
- The use of the bank card for payment for illegal products or services;
- The use of the bank card in any other manner contrary to present General terms and conditions

13.3. In the case of damage caused by unauthorized use of the bank card, the Bank is authorized to directly obtain its claim by a debit from any bank account owned by the Account Holder at the Bank, or deduct it from the Account Holder's any due claim from the Bank.

14. Customer's Notification Obligation and Blocking of the Bank Card

- 14.1. In the interest of the blocking of the bank card, the client is obligated to immediately report to the Bank, or to the service provider designated by the Bank, the loss of his possession of bank card (such as losing, theft, expropriation), or if he detects its unauthorized or unapproved use, including any such case, when the data indicated on the bank card or the PIN code have become known or may have become known to an unauthorized person, or if the client discovered a transaction on the account statement or in any other notification of a transaction which he wishes to dispute.
- 14.2. The report referred to in item 14.1. may be made personally or by phone: personally at any branch of the Bank during business hours, by phone from 8 am to 8 pm on the Banks's telephone numbers +36 (40) 532-532 or 06 (1) 473-4440, and the 24 hour a day telephone number of Sia Central Europe Zrt. +36 (1) 421-2299, and from abroad on the telephone number of VISA International Customer Service 06 800 17682. The Bank provides the accessibilities, which serve for making a report, along with the bank card, and they are also published on its home page.
- 14.3. The report must include the information of the reporting person (name, place and date of birth, mother's maiden name), the Account Holder's name and the card holder's information (name, place and date of birth, mother's maiden name), the affected bank card's type and number or any other data suitable for the unambiguous identification of the card, along with the location and time the card was last used, and the circumstances providing the basis for the report, and information regarding the measures taken by the Account Holder and card holder.
- 14.4. The risk of cancellation and the potential damage originating from it will be borne by the Account Holder. The bank is not responsible for the damage caused by a report made by an unauthorized person, a mistaken, false or baseless report, and for the damage originating from measures taken on its basis. The Bank is not responsible for the consequences of the cancellation even if the report in the interest of the cancellation of the card was not made by the card owner. The cancellation of the card based on a report by a third party may only occur in such a case, when that is in the presumable and recognizable interest of the client. In this case, the card owner is obligated to confirm the report within 5 bank business days. The bank card's blocking fee, expenses are borne by the Account Holder in every case.
- 14.5. Based on the report, the Bank will immediately take measures for the blocking of the bank card designated by the report. Pertaining to the blocking of the bank card and to the expense and risk liability, the local time valid in Hungary at the time of the blocking has to be considered prevalent. Subsequently to the blocking a payment transaction cannot be initiated with bank card.
- 14.6. The Bank is authorized to block the bank card:
- In the case of suspicion and/or unauthorized and/or fraudulent use of the card;
 - In the interest of the security of the cash-substituting payment instrument;
 - If the client ignores his card returning obligation in the case of the termination of the bank card contract by the client or the cessation of the contract;

- If an overdraft facility is attached to the bank account, and the risk of the clients inability to fulfill his payment obligation toward the Bank significantly increases.

14.7. In the case of the blocking of the card initiated by the Bank, it will immediately notify the client of the blocking's fact and its reason, except if that endangers the security of the Bank's operation or if such notification is prohibited by law. The notification will occur by phone, by an electronic letter sent on Netbank, by e-mail or by postal mail.

14.8. The client is entitled to request the annulment of the blocking initiated by the Bank, at any time, at the Bank's and SIA Central Europe Zrt.'s accessibilities listed in item 13.2. The Bank will notify the client regarding its decision concerning the request by phone, by an electronic letter sent on Netbank, by e-mail or by postal mail.

14.9. If the blocking of the card is not initiated by the Bank, the blocking is permanent and irrevocable, the cancelled bank card can't be used any further. The number of the blocked bank card will be placed on a black-list and it can't be reissued. The Bank charges a fee for the blocking of the bank card. The fee of the card's blocking will be borne by the Account Holder in every case. Upon a written request by the client, the Bank will issue a new bank card to the client for a fee.

14.10. If the client, because of his intentional or seriously negligent behavior, does not take all possible measures in the interest of the immediate blocking, the Bank excludes its responsibility to the fullest extent, pertaining to damage, which occurred prior to the report.

15. Provisions for liabilities and allocation of losses

15.1. In the case of the fulfillment of an unapproved financial transaction – in the absence of a provision of law or regulation by present contract – the Bank is obligated to immediately refund the amount of the payment transaction to the Account Holder, and to restore the condition prior to the debit on his bank account, it is furthermore obligated to compensate the client's proven damage suffered as a consequence of the fulfillment of the unapproved payment transaction.

15.2. Pertaining to those unapproved payment transactions, which occurred with a bank card, which had been removed from the card holder's possession or stolen, or originated from unauthorized use of the card, the damage liability will be borne by the client up to the amount equivalent to HUF forty-five thousand, prior to the making of a report as described in 14.1.

15.3. The damage liability, described in this item, is not borne by the client, if the damage was caused by such a personally tailored method, which qualifies as a cash-substituting payment instrument, that occurred with the utilization of an information technology or a telecommunication technology device, or the bank card was used without personal security measures, such as the PIN code or other

codes, or the Bank failed to provide an opportunity to make a report, or neglected its obligations determined in present General terms regarding the reactivation of a blocked bank card.

15.4. Subsequently to the report described in item 14.1., the Bank will be liable for the damage pertaining to such unapproved payment transactions, which occur with the use of the bank card, which has been removed from the card holder's possession – has been lost, stolen or expropriated – or originate from the unauthorized use of the card.

15.5. The Bank will be exempted from its damage liability, if it proves, that the damage which occurred in connection with the unapproved financial transaction was caused by the client by taking fraudulent action, or he caused the damage by intentional or by seriously negligent violation his obligations determined in present General terms.

15.6. Particularly, but not exclusively, those listed below qualify as intentional or seriously negligent violations of the regulations – referred to in item 15.5 – pertaining to the use of the bank card as well as the safeguarding of the data indicated on the bank card and the PIN code, and their confidential handling:

- Giving over the bank card and/or the data indicated on the bank card or the PIN code (such as for use, consignment, or as collateral), transferring it, or making it accessible to a third party;
- If the client does not display the behavior generally expectable in the given situation in the interest of safeguarding the bank card, the data indicated on the card as well as the PIN code, and in the interest of preventing access to an unauthorized person, in the process of its use and storage;
- Writing down the PIN code, particularly writing it on the bank card as well as storing the written down PIN code together, or in the same place with the bank card;
- The performance of a transaction unacknowledged by the card holder, with the use of the PIN code, which proves that the card holder violated the regulations pertaining to safeguarding the PIN code;
- The client does not immediately comply with his obligation of making a report as described in item 14.1., or the report is incomplete;
- Failing to immediately file a police report of a criminal act affecting the bank card (such as the expropriation, unauthorized use of the card or any kind of misuse of the card) as well as neglecting the credible notification of the Bank regarding the event;
- Violation of the regulations pertaining to the use of the bank card according to its intended purpose;
- Setting the bank card's use limits to an unjustifiably high value, which are not justified by the usage habits of the card holder;
- In the case of a transaction performed without the physical presence of the bank card (CNP transaction), the data referring to the order/purchase (such as the customer's name, mailing/notification address, e-mail address) are partially or entirely identical with the information of the card holder;
- The client fails to report, in the case of a request for a new Bank card, that the card and/or the attached envelope containing the PIN code, did not arrive by mail in an undamaged condition by the 30th day following the delivery of the

- request to the Bank, and in the case of card renewal by the 20th day of the month following the expiration month indicated on the front side of the card;
- The client signs a blank (bianco) bank card receipt or a receipt issued for an amount unacknowledged by him;
 - The client does not destroy or return to the Bank an expired, or lost and subsequently found bank card.
- 15.7. The Bank is exempt from the responsibility of compensation and damage liability, if the fulfillment pertaining to its obligation related to cash-substituting payment instruments was excluded by reasons beyond its range of activities and control (vis major), or by decrees stipulated in a provision of law or public legal act.
- 15.8. The Bank is not liable for damage, which can be traced back to the activities or negligence of third parties in the course of the bank card's use, with emphasized consideration to the activities or negligence of service providers (such as information regarding the type of transaction, or failure of notification by the merchant regarding the fee charged related to the use of the bank card). The Bank takes no responsibility for excess expenses incurred by the client as the consequence of restricting stipulations of the card organization's regulations.
- 15.9. The Bank does not take responsibility for possible damages stemming from incorrect balance reports in the case of possibly occurring communication or other system malfunctions, furthermore in the case of possible bank card use exceeding the available balance of the bank account, stemming from such reasons, the client is obligated to immediately deposit to the bank account, the amount in excess of the available balance of the account, or refund it to the Bank by another method.
- 15.10. The Bank does not take responsibility for damage suffered by the client, which occurred as a consequence of one on the following reasons:
- The use of the bank card, according to its intended purpose, fails for reasons not attributable to the Bank;
 - The damaging of the bank card or its suffering of damage;
 - The card organization's measure or regulation affecting the bank card;
 - The exceeding of the bank card's limit in the case, if - based on the processing regulations of the card organization – before the fulfillment of the transaction not the Bank, but the merchant, or the card organization verifies and approves it, and one or several limit exceeding transactions are fulfilled exclusively for this reason;
 - The card capturing by an ATM machine, if that did not occur because of an error attributable to the Bank;
 - In the case of delivery of the bank card or the PIN code by mail, and the consignment is not delivered or is incorrectly delivered, unless this happens for a reason attributable to the Bank.
- 15.11. In the case of a client, who does not qualify as a consumer or a micro-business the regulations described in items 15.3., 15.4. and 15.5. of the General terms are inapplicable, and the provisions regarding liabilities and allocation of losses have to be applied according to the differences described in this point. In the case of a claim submitted by a client, who does not qualify as a consumer or micro-

company, for compensation, damage liability or payment transaction correction, the client is obligated to prove, that the fulfillment of the payment transaction occurred in the absence of approval, or that the approved payment transaction was incorrectly fulfilled by the Bank. The Bank is exempt from damage liability, if the damage incurred in connection with the disputed payment transaction was fraudulently caused by the client, or if the damage occurred in connection with a violation of one of the client's obligations determined in present General terms. The client is obligated to prove the facts and circumstances supporting the existence of damage liability or responsibility for compensation by the Bank. The client is exclusively responsible for payment transactions performed by using the personal security measures (PIN code or other code required for the use of the card) and by using the data indicated on the bank card.

16. Modification and Termination of the Bank Card Contract

16.1. The Bank is authorized to unilaterally supplement or amend the regulations of the General terms, if it introduces a new service – the conditions of which differ from the general contractual conditions – and to discontinue its existing services for business policy reasons.

It's furthermore authorized to unilaterally amend the General terms and the List of Conditions, if that is made necessary, because of a change in the provisions of law as a consequence of which the Bank's expenses or revenues are altered, changes in the provisions of law pertaining to the Bank's damage liability, changes in the regulations pertaining to the mandatory reserve requirement, changes in the fees and expenses payable by the Bank to other service providers, which are directly connected to the provision of the specific money-market and other connected services, changes in the fees payable to card companies or the introduction of new fees and/or services, changes in the rate of inflation, the consumer price index, changes in the source expenses of the Bank, unfavorable changes in the client-risk factors, the increase of the country-risk reflecting the country's political and economic situation, and by provisions of law or other regulations pertaining to the well-balanced, prudent operation of financial institutions and to cash-substituting payment instruments.

16.2. The Bank is authorized to initiate unilateral amendments which are unfavorable for consumers and micro-businesses, at least two months prior to the effective date, on paper or durable data carrier, and it's obligated to notify its clients of the amendment on bulletins posted at its braches as well as to publish it on its internet home page.

The two months deadline expires on the day, which corresponds to its commencement date, based on its designation number; if this day is absent in the specific month, the deadline is the last day of the month.

16.3. The Bank will notify its clients, who do not qualify as consumers or micro-businesses, regarding the unilateral contract amendment which is unfavorable to clients, at least 15 days prior to the effective day of the amendment in a bulletin displayed at its branches and published on its internet home page.

16.4. The Bank may unilaterally amend the conditions of the bank card contract, if the amendment is not unfavorable for the client. The Bank will notify the clients

regarding the amendment, which does not contain an unfavorable change, on the bank business day prior to the effective day at the latest, in a bulletin displayed at its branches and published on its internet home page.

- 16.5. If the client does not accept the amendment, he is authorized to terminate the contract with immediate effect, free of fee, cost or any other payment obligation, until the day prior to the day when the amendment comes into force. If the client doesn't exercise this right, the parties will consider the amendment accepted.
- 16.6. The bank card contract will be terminated:
- With a mutual agreement at the time determined by the parties;
 - By common termination, without an explanation by either party on the last day of the termination period;
 - With the expiration of all bank cards issued based on the contract, if the issuance of a new card does not occur;
 - With the death of the card holder (if there are several card holders the contract will only be terminated between the deceased card holder and the Bank);
 - By the returning of the card to the Bank, if the issuance of a new card doesn't occur;
 - With the termination of the bank account, which is linked to the bankcard;
 - With termination by the Bank with immediate effect;
 - If the bank card is not activated within 90 days of the month of the application for it, if another valid card issued based on the contract is not being used;
 - If – in the case of card renewal– the new card is not activated within 180 days of the expiration month of the expired card, if another valid card issued based on the contract is not being used;
- 16.7. At the time of the termination of the bank card contract, for any reason – for covering the settlement of accounts which will subsequently become due – the Bank is authorized to block the available balance of the bank account, which ensured the coverage of the bank card and the amount of collateral for a further thirty calendar days, while maintaining the account.
- 16.8. The client is authorized to terminate the bank card contract with a one month termination period, without explanation, in writing. In this case the client is obligated to reimburse the Bank's expenses connected to the termination. In the case of the termination of the contract by the client, the client is obligated to return all bank cards which were issued based on the contract. If the client fails to perform this obligation, the Bank will take measures for the cancellation of all cards.
- 16.9. The Bank is authorized to terminate the bank card contract with a two month termination period, without explanation, in written form. The Bank is authorized to restrict, suspend or prohibit the use of the bank card.
- 16.10. With the termination of the bank account, which is linked to the card, the bank card contract connected to it will be terminated as well.

- 16.11. Simultaneously with the termination of the bank card contract, the client is obligated to return the bank card to the Bank immediately, in the absence of this the Bank is entitled to block the card(s).
- 16.12. The Bank is authorized to terminate the bank card contract and to block the bank card in the following cases:
- If the client regularly or seriously violates the general contract conditions contained in present General terms;
 - If the client does not perform his collateral payment obligation, which is specified as the condition of the issuance and use of the card;
 - If the client commits a violation of the law by the use of the card or by a payment transaction performed with the card;
 - If suspicion arises of fraudulent or unauthorized card use.
- 16.13. It qualifies as a serious violation of the contract, particularly, but not exclusively:
- If the client provides false data to the Bank in connection with the bank card contract;
 - Performing or attempting an uncovered financial transaction;
 - Any kind of committed or attempted misuse in connection with the card, in particular :
 - Changing the data of the bank card or an attempt to do so,
 - Using the bank card after its expiration date,
 - Continual use of a bank card, the blocking of which has been requested or has been blocked;
 - Transferring the bank card to a third party, and handing it over for use, as consignment or collateral;
 - Violating the obligations pertaining to the safeguarding of the bank card and the personal security measures necessary for its use, as well as its safe use and handling,
 - Violating the provisions of law related to bank card use;
 - If the client does not fulfill any of his payment obligations originating from the bank card contract at the time they become due and if there is not a sufficient balance on his account for this.
- 16.14. The client assumes the obligation, the he will reimburse to the Bank the equivalent value of payment transactions, the debit assignment related to which arrive to the Bank at a time after the termination of the bank account and/or the bank card contract, upon the first written notice by the Bank.

KDB Bank Európa Zrt.