

## RETAIL CREDIT CARD GENERAL TERMS AND CONDITIONS

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## I. INTRODUCTORY PROVISIONS

ERSTE BANK HUNGARY ZRT. is authorised to engage in lending activities on the basis of the licence granted by the National Bank of Hungary as the Bank's supervisory authority on 26 August 2004 under No I-2061/2004.

Based on the portfolio transfer agreement entered into by and between the Citibank Europe plc. Hungarian Branch Office (hereinafter referred to as Citibank) and Erste Bank Hungary Zrt. (hereinafter referred to as Erste Bank or the Bank) on 2 September 2015, the credit card portfolio managed by Citibank's retail division was transferred to Erste Bank with the permission and authorisation of the National Bank of Hungary. Based on the credit card portfolio transfer, Citibank is replaced by Erste Bank as financial service provider in the relevant credit card contractual relationships.

Erste Bank provides its credit card services for all its Customers, including the credit card contracts taken over from Citibank, under the present General Terms and Conditions. Date of entry into force of the GTC for the purposes of the transferred portfolio: 4 February 2017.

Following the takeover by Erste Bank of the credit card contracts concluded by Citibank, all references made to Citibank's General Terms and Conditions Regarding HUF-based Individual Credit Cards in any contractual documents attached to the credit card contracts taken over from Citibank will be construed as references to the present Retail Credit Card GTC.

The provisions of the present GTC are binding upon both the Account Holder and the Bank; however, the Parties may depart from the provisions hereof with respect to certain services in mutual agreement, in writing, within the boundaries of the law.

Matters not regulated herein will be governed by the provisions of the Contract, the Bank's Business Rules and Announcement. The Bank will post the GTC, the Business Rules and the Announcements on its premises open to customers, will make them accessible on its website ([www.erstebank.hu](http://www.erstebank.hu)), and will further make these documents available to the Account Holder prior to the conclusion of the contract as well as throughout the term of the contract at the Customer's request free of charge. In the case of any discrepancy between the GTC and the Business Rules, the GTC will govern; in the case of any discrepancy between the GTC and the Contract, the Contract will govern; in the case of any discrepancy between the Announcement and the Contract, the Contract will govern; while in the case of any discrepancy between the Announcement and the GTC, the Announcement will govern.

## II. PROVISIONS RELATING TO CONTRACTS

### 1 Conclusion of Credit Card Contract in a bank branch

1.1. The issuance of a Credit Card may be requested through the completion and signing of the Credit Card Application Form distributed by the Bank for the purpose, and the submission thereof to the Bank by way of any of its bank branches.

1.1.1 The Credit Card Applicant is required to furnish the Bank with all data, information and documents determined by the Bank that may be necessary for requesting a Credit Card.

1.1.2 The Main Card Applicant, and in the case of a request for a Supplementary Card, the Supplementary Card Applicant, will request the Bank to enter into a Credit Card Contract and to make available a Credit Line by submitting to the Bank a signed Credit Card Application furnished with the attachments required by the Bank, and will further expressly request the Bank to issue (a) Credit Card(s) to the natural person(s) designated in the application.

1.1.3 The submission of the Credit Card Application to the Bank does not result in an obligation for the Bank to enter into a contract.

1.1.4 The Credit Card Applicant hereby accepts that the Bank decides on the acceptance of the Credit Card Application and the amount of the Credit Line to be offered at its sole discretion, based on a credit assessment procedure conducted on the basis of the data supplied in the Credit Card Application.

1.1.5 The Credit Card Applicant hereby accepts that the Bank may reject the application without stating its reasons, and may refuse to enter into a contract without stating its reasons. The Bank will inform the Main Card Applicant thereof in writing.

1.1.6 The Main Card Applicant has no obligation to accept the Credit Line offered by the Bank, and is entitled to make a statement – by the signing of the Credit Card Contract, at the latest – to the effect that the Bank should make available a Credit Line of an amount that is lower than the amount offered. In the absence of such a statement, the Bank will open and make available the Credit Line in the amount offered by it. The Account Holder may proceed in a similar manner if the Bank alters the Credit Line in the case of an already existing credit relationship.

1.1.7 The Credit Card Contract will enter into force following the signing thereof by the Bank and the Account Holder, in the event of the fulfilment of the conditions of entry into force stated in the contract and the Bank's positive credit assessment, and will be valid for an indefinite term. The Contract will be valid together with the documents which constitute an inseparable part thereof (GTC, Announcement, Business Rules).

**1.2. Conclusion of Credit Card Contract in the case of Credit Card sold outside bank branch**

- 1.2.1 In the case of a Credit Card sold outside a bank branch, the Credit Card Applicant will make an offer to the Bank for the conclusion of a Credit Card Contract and the placement at his or her disposal of a Credit Line through the submission to the Bank of a signed and fully completed Application Form furnished with the attachments required by the Bank.
- 1.2.2 The Credit Card Applicant will state in the Application Form (offer) the minimum and maximum acceptable amounts of the Credit Line, and will request a credit line that falls within the range between the minimum and maximum amounts or coincides with the minimum or maximum amount. The amount of the Credit Line that may be designated as the minimum is the minimum credit line that may be provided by the Bank as at any time.
- 1.2.3 The Main Card Applicant may grant the Bank an authorisation committed to writing, based on which the Bank or its agent may directly contact his or her employer for the purpose of obtaining an employment certificate.
- 1.2.4 Before submitting an application, the Credit Card Applicant will familiarise himself/herself with the GTC, the Credit Card Announcement, the Application Form, as in force at any time, as well as any further attachments, and will accept the provisions thereof by signing a statement. Following the conclusion of the Credit Card Contract, the Credit Card Applicant may familiarise himself/herself with these documents on the Bank's website at [www.erstebank.hu](http://www.erstebank.hu) and in the bank branches.
- 1.2.5 The Bank will decide on the acceptance of the contractual offer on the basis of a credit assessment. The Credit Card Applicant will be bound by his or her offer until he/she is informed by the Bank of the outcome of the assessment of the offer. The Card Holder may withdraw from the Credit Card Contract by virtue of a written statement served upon the Bank within fourteen calendar days of the receipt of the notification regarding the acceptance of his or her application, without stating his or her reasons, if the Credit Line has not yet been drawn upon (there has been no spending).
- 1.2.6 The Card Holder may terminate the Credit Card Contract by virtue of a written statement served upon the Bank within fourteen calendar days of the conclusion thereof, without stating his or her reasons, if the Credit Line has already been drawn upon (there has been spending). The exercise of the right of withdrawal or termination may be regarded as completed in a timely manner if the Main Card Holder posts the above statement as a registered mail consignment or sends it to the Bank in writing in any other verifiable manner before the expiry of the available time limit. The Main Card Holder will, forthwith following the sending of his statement of withdrawal or termination, but within thirty calendar days, at the latest, pay the Bank the amount of the Credit Line Drawn and the interest due to the Bank on the basis of the Credit Card Contract as of the drawdown until the date of repayment.
- 1.2.7 By signing the Application Form, the Credit Card Applicant declares that
- a) all the information supplied by him/her to the Bank in the application and at any time thereafter is true and correct;
  - b) he/she is a person of age with full acting capacity, and the signing of the Application Form binds him/her with respect to the provisions of the Credit Card Contract lawfully and validly;
  - c) he/she familiarised himself/herself with the following on a preliminary basis:
    - the entire contents of the Credit Card Contract,
    - the legal consequences attached to delays in the event of non-performance, the rate of the default interest, and the conditions of termination,
    - the conditions and legal consequences of withdrawal from the Credit Card Contract and of the termination of the Credit Card Contract,
    - the initial interest per annum with accuracy to two decimal points, the Annual Percentage Rate, and all charges associated with the Credit Line,
    - the conditions required for the placement of the Credit Line,
    - the stipulations which are in departure from the customary contractual practice or from the provisions relating to the contract,
  - d) he/she will forthwith inform the Bank of any delay or any other breach;
  - e) he/she will forthwith inform the Bank of all circumstances with an impact on his or her financial situation, including any changes in his or her employment or in any other data supplied in the Application or at any time thereafter;
  - f) he/she familiarised himself/herself with the entirety of the Credit Card Contract, and accepts the same as binding on him/her.
- 1.2.8 The Credit Card Applicant hereby accepts that (i) the Bank decides on his or her offer independently, solely on the basis of its own credit assessment and other internal rules, and further that (ii) if the offer does not conform to the Bank's credit assessment requirements or any other internal rules, the Bank may reject the offer and may refuse to enter into a contract. The Bank reserves the right not to enter into a contract on the basis of an incompletely or erroneously completed, forged or false offer or an offer that contains obviously erroneous data or that is not furnished with the required attachments.

- 1.2.9. The Bank will accept the Credit Card Applicant's offer under the procedure set forth in Clause II. 1.2.10.1. By virtue of the acceptance of the offer, a Credit Card Contract will come into being between the Parties which will enter into force as set forth in Clause II. 1.2.10.3.
- 1.2.10 Conclusion of contract, receipt and validation of card, entry into force of Credit Card Contract
- 1.2.10.1 The Bank will accept the Credit Card Applicant's offer by mailing a Confirmation Note regarding the acceptance of the Credit Card Application by the Bank to the mailing address stated by the Account Holder in the Application Form.
- 1.2.10.2 Upon receipt of the Credit Card, the Credit Card Holder is required to sign the Card forthwith in conformity with his or her signature affixed to the Application Form. In the event of failure to do so or defective performance, the Credit Card Holder will be responsible for any unauthorised Transaction carried out with the Credit Card.
- 1.2.10.3 The Credit Card Contract will come into being with the signing of the Confirmation Note by the Bank, will enter into force upon the receipt of the Confirmation Note by the Account Holder, and will thereafter remain in force until the termination of the Credit Card Contract or until all the obligations of the Account Holder arising on the basis of the Credit Card Contract have been fully discharged, regardless of the fact that the Credit Card may have been blocked by the Bank in the interim. The Account Holder is required to inform the Bank if he/she does not receive the Bank's Confirmation Note within 15 calendar days of the SMS notification regarding the approval of the application. In the absence of notification from the Account Holder, the Bank will regard all Confirmation Notes relating to Credit Cards sold outside bank branches as duly delivered on the 16th calendar day following the SMS notification if they are not returned to the Bank's central unit within 15 calendar days of the SMS notification.
- 1.2.10.4. The Account Holder will be able to use the Erste TeleBank service with the electronic customer identifier stated in the Bank's Confirmation Note and the T-PIN sent in an SMS message to the Mobile Telephone Number stated by the Account Holder. The Account Holder will be able to activate the Credit Card via Erste TeleBank with the electronic customer identifier and following identification with the T-PIN or successful identification. Simultaneously with the activation of the Credit Card, the Account Holder will repeatedly confirm all statements made in the Application Form as well as the correctness and authenticity of the data contained therein.
- 1.2.10.5. The Account Holder may also activate the Credit Card via Erste NetBank. The activation function is accessible from the Bank cards/List of bank cards menu item with the 'Activate' button appearing next to the Credit Card. In the case of Credit Card activated via Erste NetBank, the first transaction performed with the given Credit Card may not be an online (cash substitution) purchase. In the case of Credit Cards that may not be activated via Erste NetBank, the activation function does not appear in Erste NetBank. No supplementary card(s) may be activated via Erste NetBank.
- 1.2.10.6. The Account Holder will be able to activate the Erste NetBank service with the electronic customer identifier stated in the Bank's Confirmation Note and the password necessary for the first login sent in an SMS message to the Mobile Telephone Number stated by the Account Holder. The Account Holder may use the MobilBank service after the activation of the NetBank service, provided that he/she has a smart phone with an iOS or Android operating system which satisfies the technical requirements specified on the Bank's Internet website.

### **1.3. Other provisions relating to all Credit Card Contracts**

- 1.3.1. The sole holder of the Credit Account is the Main Card Holder.
- 1.3.2. The Main Card Applicant may also request multiple Main Cards of different brands/types for himself/herself which will involve the opening of multiple Credit Accounts. The Main Card Applicant may select any further Main Cards from among the credit cards sold by the Bank on the basis of its Announcement as in force at any time, and may hold maximum one of each credit card brand. If the Account Holder has multiple Credit Accounts/Cards, he/she is required to pay the interest, charges and fees stated in the Announcement as in force at any time for each Credit Account/Card. The Bank will decide on the issuance of any new credit cards on the basis of the outcome of its credit assessment. If the Bank issues a credit card both as VISA and MasterCard, the Main Card Applicant may only request one of them, not both.
- 1.3.3. The Main Card Applicant / Account Holder natural person may request Supplementary Cards for maximum four designated natural persons – one for each – in conjunction with one Credit Card Settlement Account simultaneously with requesting the Main Card or at any time during the validity of the Main Card, but 60 calendar days before the expiry of the Main Card, at the latest.
- 1.3.4. The Supplementary Card Holder is not entitled to request a Credit Card for himself/herself and/or for other persons without the Account Holder's consent.
- 1.3.5. The Account Holder is required to ensure that the Supplementary Card Holders familiarise themselves and fully comply with the provisions of the Credit Card Contract and the documents constituting an inseparable part thereof, including the GTC, the Announcement and the Business Rules.
- 1.3.6. The Supplementary Card Holder is entitled to carry out the transactions determined in the Credit Card Contract, but cannot, beyond this, validly make statements of any kind relating to the existence, termination or amendment of the contract.

- 1.3.7. The Account Holder cannot restrict the use of the Supplementary Card, not including termination, the designation of the daily limit and the amount of the Credit Line and the cancellation of the Credit Card under Clause III.5. All declarations aimed at any restriction will be null and void, and no claim of any kind can be brought against the Bank on the basis thereof.
- 1.3.8. The Bank is not a party to any legal disputes between the Credit Card Holders.
- 1.3.9. All transactions carried out with the Supplementary Card and the interest, fees, charges and commissions will be settled to the debit of the Credit Account and will reduce the Available Credit Line.
- 1.3.10. The Account Holder will owe unlimited liability for repaying any Credit Line drawdowns made by the Supplementary Card Holder; however, the Bank reserves the right to enforce its claim against the Supplementary Card Holder as a separate claim.
- 1.3.11. The expiry date of the Supplementary Card is independent of the expiry date of the Account Holder's Credit Card; however, upon the termination of the Main Card, the use of the Supplementary Card will also be terminated, regardless of the expiry date stated thereon.
- 1.3.12. Use of the Supplementary Card can be terminated by returning it to the Bank. If it is not returned, the Bank is entitled to terminate its use at the Account Holder's express written request, in which the Account Holder requests the termination of the Supplementary Card, or via Erste TeleBank. The Account Holder cannot lay any further claims against the Bank in respect of claims arising from the continued use of the Supplementary Card.
- 1.3.13. The Account Holder is required to notify the Supplementary Card Holder of all amendments to the contractual terms and conditions, with special regard to any change in the amount of the Credit Line. The Account Holder will owe unlimited liability for all losses that may arise from failure to meet the obligation of notification under this Clause.
- 1.3.14. The Bank will conduct a review on the basis of the present GTC minimum annually reckoned from the conclusion of the contract during the term of the availability of the Credit Line, as part of which the Bank will assess the Account Holder's financial situation and credit rating. As a result of this assessment, the Bank will be entitled to reduce the amount of the Credit Line or to raise the amount of the Credit Line as set forth in Clause II. 2.8 in accordance with its decision adopted within its sole competence, or if the Account Holder does not qualify as creditworthy during the course of the review, to terminate the Credit Card Contract with immediate effect as set forth in Clause II. 3.4. If the Credit Line is reduced, the Account Holder is required to ensure that upon the entry into force of the change there should be no Over Limit. In the event of the reduction of the Credit Line, the Bank will notify the Account Holder of such reduction in writing, 60 calendar days in advance.

The Bank is entitled to alter the amount of the Credit Line at any time at its discretion, in accordance with its own credit assessment and risk management regulations. The Bank will inform the Main Card Holder of the altered Credit Line in the Account Statement relating to the given Settlement Period. The Main Card Holder hereby agrees to inform the Supplementary Card Holder of the altered Credit Line.

## 2. Amendment of Credit Card Contract

### 2.1. The Credit Card Contract may be amended:

- a) through a bilateral and concordant declaration of will on the part of the Bank and the Account Holder,
- b) by the Bank unilaterally, and
- c) automatically through changes in the legal rules related to the legal relationship or concerning the Bank's activities.

Following the entry into force of the amendment, the provisions of the amendment will govern the legal relationship entered into by virtue of the Credit Card Contract with respect to the future.

- 2.2. Both the Account Holder and the Bank will be entitled to initiate a bilateral contract amendment.
- 2.3. An amendment may be initiated by the Account Holder through the submission to the Bank – by way of its bank branch – of a fully completed amendment form. If there is a request for a Credit Line increase, it may be initiated by submitting an income certificate document to the Bank via the Bank's on-site vendors or mobile bankers. The request for a Credit Line decrease may also be initiated via Erste TeleBank.
- 2.4. A valid amendment will enter into force at the date determined by the Parties, or in the absence thereof, at the date of signing by the Bank.
- 2.5. The Bank is entitled to unilaterally alter the Credit Card Contract, including the present GTC and/or the Announcement and/or the Business Rules, the contractual terms and conditions laid down therein, the interest rate (transaction interest and default interest rates), as well as the fees, commissions and charges.
- 2.6. If the unilateral amendment relates to bank card services, a unilateral contract amendment may be made by the Bank to the detriment of the Credit Card Card Holder in the event of the separate or combined emergence of any of the following conditions and circumstances:
  - a) the entry into force or a change in Act CCXXXVII of 2013 on credit institutions and financial enterprises, Act LXXXV of 2009 on the provision of money transaction services, Act V of 2013 on the Civil Code, Act CLXII of 2009 on consumer loans, Act CXXXIX of 2013 on the National Bank of Hungary applicable to the Bank's activities relating to the provision of other Services specified in these GTC and its conditions of operation and the decrees issued based on the authorisation

granted in these acts as well as the legislation mandatorily applicable also in Hungary as a result of legislation passed by the European Union ;

- b) an increase in Bank's obligation to pay public dues in connection with the bank card services specified;
- c) a change in the annual consumer price index published by the Central Statistics Office;
- d) the following changes in the terms and rates of the Services in the case of Services provided by or with the participation of a third party in connection with the Services specified in the GCT:
  - a change in the fee structure carried out by the International Card Organisations and a change in the rules for the schedule of fees of the Card Organisations;
  - a change in the terms of service and fees of telecommunications providers used by Magyar Posta Zrt. and the Bank;
  - a change in the Fee Regulations of the Interbank Clearing System authorised by the National Bank of Hungary and established in a decision of GIRO Zrt.; the Fee Regulations is available at [www.giro.hu](http://www.giro.hu);
- e) A change in costs arising from the development of IT systems carried out in connection with the bank card services in order to fulfil the Bank's statutory obligation

The terms and conditions referred to in this Clause may result in contrary effects or changes that may vary in their proportions (increase, decrease) at a given point in time. Upon determining the specific rates of its terms and conditions, the Bank takes account of any conditions with an actual impact at any given time with a view to the proportions of their effects.

The Bank will initiate a unilateral amendment to the detriment of the Account Holder and/or Supplementary Card Holder, including any amendment to the present GTC and the Announcement, on paper or permanent data storage media minimum 2 months before the entry into force - set by the Bank - thereof. The Account Holder hereby consents to the Bank regarding any such amendment as accepted by the Account Holder if the Account Holder accepts the amendment by the calendar day preceding the entry into force of the amendment as specified by the Bank or if the Account Holder did not inform the Bank of not accepting the amendment by the date preceding entry into force as specified by the Bank. If the Account Holder does not accept the amendment and informs the Bank thereof in writing by the day preceding the amendment, the Bank will regard the non-acceptance of the amendment on the Account Holder's part as termination served with immediate effect. In the event of termination, the Bank will not charge any fee or cost for termination; however, the Account Holder's payment liabilities outstanding towards the Bank will fall due simultaneously with such termination and will be payable by the Account Holder upon serving termination.

- 2.6.2. For the purposes of the credit legal relationship, only the interest, charges and fees determined in the loan contract may be unilaterally amended to the consumer's detriment. No other terms may be unilaterally amended to the consumer's detriment.

The Bank will be entitled to change the interest on a loan provided for a consumer to the customer's detriment solely with regard to the following conditions/circumstances/facts/causes with an actual impact on the rate of interest:

- annual consumer price index published by the Central Statistical Office with respect to the previous year,
- a new statutory provision or a change in the legal rules which reasonably warrants the Bank's obligation or procedure relating to a unilateral contract amendment.

A fee or charge which was validly determined in a loan contract prior to 1 February 2015 will remain part of the contract; however, the unilateral amendment thereof will be governed by the provisions of Act CLXII of 2009 on Loans Provided for Consumers which will form part of the contract by virtue of the amendment of the present General Terms and Conditions.

In a consumer loan contract concluded after 1 February 2015, in addition to the interest, the Bank may also stipulate a charge which emerged directly in the consumer's interest during the course of the conclusion or amendment of the contract and the maintenance of communication with the consumer, or in connection with the services of third parties, in a way that allows the shifting thereof onto the consumer. Any charges so determined in the contract may be amended to the consumer's detriment solely in proportion to the increase therein.

In a loan contract concluded after 1 February 2015, the Bank may stipulate the payment of a fee beyond the interest in the loan contract, not including the charges directly related to the placement of the credit line and early repayments made by the consumer, in an itemised manner, in connection with the conclusion, amendment and termination of the contract and its administrative costs, and any such fees may only be increased by the rate of the annual consumer price index published by the Central Statistical Office with respect to the previous year.

The Bank will be entitled to increase the charges stipulated in the loan contract as and when they emerge, while the fees once annually, effective as of 1 April, maximum at the rate of the annual consumer price index published by the Central Statistical Office with respect to the previous year.

The fees and charges determined in the contract as a percentage or in an itemised manner may be stipulated in forints.

If the Bank initiates a unilateral amendment to the Account Holder's detriment with respect to the interest, fees or charges in connection with a loan, and thereby unilaterally amends the Announcement and/or the GTC and/or the individual contracts to the Customer's detriment, the Bank will inform the Account Holder of such amendment prior to the entry into force thereof, in compliance with the deadline laid down in the relevant statutory provisions as in force at any time, by way of an Announcement posted on its premises open to customers. The Bank will also inform the Account Holders concerned of the amendment by mail or by way of any other permanent data storage medium determined in the contract, and will further make the amendment accessible to customers on its Internet website ([www.erstebank.hu](http://www.erstebank.hu)).

- 2.7. The Bank will be entitled to alter the contractual terms relating to credit and/or bank card services, including the present GTC, the Announcement and the Business Rules, as well as any fees, charges and interest rates in a way that is not detrimental to the Account Holder and/or the Supplementary Card Holder at any time, unconditionally, even with immediate effect, and the Account Holder will expressly accept any such amendment by virtue of the signing of the bank card contract, while the Account Holder will accept the same by virtue of the signing of the bank card application.

If the conditions giving rise to the unilateral amendment of the contract permit the reduction of the fees, the Bank will enforce any such reduction in the consumer's favour as part of a contractual obligation.

The Bank will inform the Account Holder/Credit Card Holder of the amendment by way of an announcement posted in the bank branches on the bank business day preceding the entry into force thereof, at the latest, and will also publish the amended GTC and/or Business Rules and/or Announcement on its website.

If the contract amendment is aimed at terminating a service provided by the Bank, the Parties shall settle accounts with each other, including, in particular, the fees paid in advance by the Account Holder. In this case, the Bank is entitled to a proportional consideration for the services actually performed. The Bank may not charge any fee or charge or may not impose an other payment obligation for settlement.

- 2.8. The Bank will carry out an annual review, as part of which, subject to the outcome of its review, the Bank will be entitled to raise the amount of the Credit Line which the Account Holder will accept as an amendment in his or her favour by virtue of the signing of the Credit Card Contract, and the Account Holder hereby expressly authorises the Bank to effect the raising of the Credit Line under this Clause.
- 2.9. The Bank will notify the Account Holder of the raising of the amount of the Credit Line in writing.
- 2.10. If the Card Holder submits a request for the raising of the Credit Line, he/she will expressly accept, without any further declaration, a credit line raise that is 20% lower or higher than the credit line raise requested by the Card Holder.
- 2.11. Switching of type of Card

The Announcement of the Bank contains provisions on which credit card types and when may be switched.

- 2.12.1. A switch between Card Companies and as a request for a credit card with a brand name other than that of the credit card held by the Account Holder with an unchanged credit line qualifies as the switching of the card type. If, based on its assessment, a Main Card Holder with a given type of Card satisfies the conditions relating to another type of Credit Card, the Bank may inform the Account Holder thereof via Erste TeleBank or any other telephone channel designated by the Bank, or by mail, and based on this, the Account Holder will be entitled to accept the Bank's offer relating to the switching of the type of his or her Credit Card. If the Account Holder wishes to avail himself/herself of the possibility of switching the type of his or her Card, he/she may inform the Bank of such a request via Erste TeleBank or in a bank branch. In this case, the Bank will inform the Account Holder via Erste TeleBank or any other telephone channel designated by the Bank of the fees, interest rates, charges associated with the requested type of Credit Card as laid down in the Retail Credit Announcement, as well as of the procedure and legal consequences of the physical replacement of the Card and the supplementary services attached to such other type of Credit Card.
- 2.12.2. The Account Holder is entitled to initiate himself/herself the switching of the type/brand of his or her existing Credit Card, whilst leaving the amount of his or her credit line unchanged, in any branch of the Bank, and via Erste TeleBank regardless of the Bank's notification to that effect. The switching of the type of the credit card does not result in a repeated credit assessment procedure, and as a result, the amount of the credit line will not change on this score. If the Credit Card Contract is not being terminated, the Account Holder has no outstanding debt and the Credit Card is not cancelled. If the type/brand of the Main Card changes, it is also necessary to change the type or brand of the supplementary cards as only the same type and brand of supplementary cards may be attached to one and the same Credit Account.
- The Bank reserves the right to refuse a request for the switching of the card type at the level of the card type/brand or at the level of the individual Credit Account.
- In the event of the initiation of the switching of the card type by the Account Holder and the approval thereof by the Bank, the Bank will also confirm the switching of the type of the Card in writing in a letter attached to the card.
- 2.12.3. The switching of the type of the Credit Card as laid down above will qualify as an amendment of the Credit Card Contract in force between the Parties, as a result of which the type/brand of the Credit Card and the



contractual terms attached thereto will change. However, the contractual terms and conditions not affected by the change will continue to remain valid and effective.

The SMS services and daily limits of the newly issued Credit Card as well as the limits specified for the supplementary cards will be the same as those of the former Credit Card. The services which were attached to the former Credit Account will be set for the new type of Credit Card, except for purchased travel insurance associated with the Credit Card and the Erste CardGuard SMS service.

The new Credit Card repayment account number is unchanged, the Account Holder must continue to make his or her payments in respect of the Credit Account to the same account number.

The switching of the type of the Credit Card will also involve the physical replacement of the Credit Card if the physical appearance of the new type/brand of Credit Card is different. In the event of the physical replacement of the Credit Card, the card number, the expiry of the card and the CVV/CVC code will also change. The Credit Card type/brand will be changed on the closing of the Accounting Date if the request for the switching of the card type was submitted to the Bank minimum 5 business days prior to the Accounting Date. If the day described as the Accounting Date is on a holiday, the credit card settlement is prepared on the first working day after the holiday. In this case the Credit Card type modification is realized on the end of the first working day after the holiday. If the Bank receives the request for the switching of the card type less than 5 days before the Accounting Date, the Bank will change the type/brand of the Credit Card on the closing of the next Accounting Date. The Bank will cancel the Card Holder's existing Credit Card on closing of the Accounting Date, and the Bank will inform the customers via SMS if the Erste CardGuard or Erste Credit Card Alert service is associated with the card. The Credit Card cannot be used any further as of that date. The Bank will carry out the necessary adjustments on the closing of the Accounting Date, and initiate the issuance of the new type of Credit Card. The Bank will forward the new type of Credit Card and the PIN to the Credit Card Holder by mail, at the Credit Card Holder's responsibility. The new type of Credit Card may be used with the PIN of the old type of Credit Card.

The Credit Card Contract modification will come into effect by the sending and receiving of the new bank card by the Card Holder and will be in force until the termination of the Credit Card Contract and/or until the Account Holder fulfils all obligations arising from the Credit Card Contract, regardless that the Credit Card will be blocked in the meantime. The Account Holder is obliged to inform the Bank if, after 15 calendar days from the Accounting Date, within which the card type is changed in accordance with the above rules, the Bank's letter attached to the card and the attached Credit Card are not received by the Account Holder or the Supplementary Card Holder. In the absence of notification from the Account Holder, the Bank regards all Credit Cards as received on the 16th calendar day after the Accounting Date, which have not come back to the central office of the Bank.

- 2.12.4. The provisions relating to the redemption of the points, purchase refunds or Erste Forints collected with the replaced Credit Card for the event of the switching of the card type are stated in the Terms of Participation or Terms of Point Collection of the benefit programmes of the Credit Card to be terminated.
- 2.12.5. If there is an active Credit Card Instalment Payment Service on the Account Holder's Credit Card, the type of the Credit Card concerned may not be changed during the term/before the full repayment of the Instalment Payment Service, except when the Account Holder expressly requests that the Instalment Payment Service be terminated and the amount of the Instalment Payment Services be recorded thereafter in accordance with the normal repayment schedule applicable to the Credit Card under these GTC.
- 2.12.6. The Account Holder may not initiate another modification of the Card type within 13 months of changing the Card type.

### 2.13. Merger of Credit Cards

- 2.13.1. If the Account Holder has two or more Credit Cards with the Bank as Main Card Holder, he/she may initiate in any bank branch of the Bank the merger of the Credit Cards, and as a result, of the Credit Card Settlement Accounts attached thereto, into a single Credit Card Settlement Account. The Account Holder may at any one time only initiate the merger of two Credit Card Settlement Accounts.
- 2.13.2. The Bank will decide on the acceptance or refusal of the request for the merger of the two Credit Cards on the basis of its internal assessment.
- 2.13.3. After the technical merge of the two Credit Card Settlement Accounts the amount of the new credit line may be maximum the amount of the two combined credit lines.
- 2.13.4. The Account Holder may select the type and brand of Credit Card he/she wishes to keep from between the two Credit Cards to be merged. No third type/brand of Credit Card may be chosen during the course of the merger. Any supplementary cards attached to the type/brand of Credit Card intended to be terminated will also have to be terminated.
- 2.13.5. If there is an active Credit Card Instalment Payment service on any of the Account Holder's Credit Cards, the Credit Card concerned cannot be terminated during the term of the Instalment Payment service.
- 2.13.6. The merger of two credit cards does not involve the physical replacement of the Credit Card because the retained type/brand of Credit Card can be used after the merger. The number, expiry and CVV/CVC code of the Credit Card so retained will not change.

During the period from the request until the setup of the merger, the customer may use the discontinued and the retained Credit Card as well.

The Credit Cards will be merged at the Accounting Date of the discontinued Credit Card if the Accounting Date does not fall on a bank business day, on the bank business day thereafter if the Credit Card merger request was submitted to the Bank minimum 5 business days before the Accounting Date of the discontinued credit card. If the merger request is received by the Bank by less than five business days before the Accounting Date, the credit cards will be merged on the following Accounting Date.

The Bank will block the Credit Card Holder's Card intended to be terminated on the business day preceding the Accounting Date of the Credit Card intended to be retained, and as of this date the Credit Card intended to be terminated cannot be used any further. The Bank will carry out the necessary adjustments on the Accounting Date. The Bank will prepare a credit card statement regarding the terminated credit card on the Accounting Date thereof which will be sent to the Account Holder. The Payment Deadline stated in this Credit Card statement is for information purposes only; the Payment Deadline associated with the remaining Credit Card applies to the deadline for the payment of the Credit Line Drawn on the basis of the terminated Credit Card.

The services attached to the terminated Credit Account will automatically cease with the termination of the Credit Card. Any transactions carried out with the terminated Card but not yet entered in the books at the date of the credit card merger will be recorded on the retained Credit Card subsequently.

The Credit Line Drawn recorded on the Credit Card Settlement Account attached to the Account Holder's terminated Credit Card as at any time will be automatically transferred, at the time of the merger of the Credit Cards, to the Credit Card Settlement Account attached to the retained Card, and will be recorded thereon unchanged thereafter regarding its origin and time line. The Credit Line Drawn so transferred will decrease the total Available Credit Line attached to the retained Credit Card, and the repayment thereof will be governed by the general rules of repayment. Effective as of this date, any payments made by the Main Card Holder, too, will be credited onto the Credit Card Settlement Account attached to the retained Card. The amortisation account number of the retained Credit Card will be unchanged, and the Account Holder will be required to continue to make his or her payments related to the Credit Account to the same account number.

If the current Credit Line Drawn on the Credit Card Account associated with the Credit Card to be terminated is transferred to the remaining Credit Card Account between the Accounting Date of the remaining Credit Card and the payment deadline, the Payment Deadline stated in the last Account Statement of the remaining Credit Card Account will apply to the repayment of the transferred amount.

The provisions relating to the redemption of the points, purchase refunds or Erste Forints collected with the replaced Credit Card for the event of the merger of Credit Cards are stated in the Terms of Participation or Terms of Point Collection of the benefit programmes of the Credit Card to be terminated.

### 3. Effect and termination of Credit Card Contract

#### 3.1. The Credit Card Contract will cease to have effect:

- a) with mutual agreement committed to writing at the date jointly determined by the Bank and the Account Holder,
- b) if the GTC does not order otherwise, through the termination of the Main Card attached to the Credit Account,
- c) through ordinary notice served by either party, on the last day of the notice period,
- d) in the event of termination by the Bank or the Account Holder with immediate effect,
- e) upon the expiry of the validity of the Main Card if, based on the Bank's decision, no renewed Main Card is issued,
- f) upon the Account Holder's death or the termination of the Bank without a legal successor,
- g) upon the Account Holder's withdrawal.

#### 3.2. The Credit Card Contract may be terminated on the basis of a written unilateral declaration served upon the other party.

#### 3.3. Ordinary termination of Credit Card Contract

##### 3.3.1. The Bank may terminate the Credit Card Contract by serving ordinary notice in a unilateral written declaration without stating its reasons at two months' notice. Account Holder may terminate the Credit Card Contract by serving notice via TeleBank and in a unilateral written declaration in the branch office without stating its reasons at one month's notice.

In case the Bank offers the Contract to be in force during the termination period of 30 days, the Main Card Holder has the possibility for accepting this and withdraw his declaration of the termination of the Contract. In this case the Contract shall remain in force with unchanged conditions of the effective GTC and Conditions of Interest and Charges.

##### 3.3.2. The Account Holder may withdraw from the Credit Card Contract without stating his or her reasons within fourteen calendar days of the conclusion thereof if the Credit Line has not yet been made available (disbursed).

##### 3.3.3. The termination of the Credit Card Contract will be construed as the combined termination of the Credit Account and the Credit Card / Credit Cards attached to the Credit Account.

- 3.3.4. A Main Card will be attached to the Credit Account in every instance, and consequently, based on Clause II. 3.1. b) of the present GTC, the termination of the Main Card may be initiated as the termination of the Credit Card Contract. The termination of a Supplementary Card will not result in the termination of the Credit Card Contract.
- 3.4. Termination with immediate effect
- 3.4.1. In the event of a breach on the part of the Account Holder and/or the Supplementary Card Holder, the Bank will be entitled to terminate the Credit Card Contract with immediate effect at any time, in particular:
- a) if the Account Holder fails to meet his or her payment obligation arising from the Credit Card Contract at the due date thereof or meets such obligation belatedly or materially violates his or her other obligations laid down in the Credit Card Contract or the present GTC beyond his or her payment obligations;
  - b) if, in the Bank's reasonable opinion, there is a detrimental change in the Account Holder's financial or any other circumstances;
  - c) if:
    - the Account Holder fails to fulfil its obligation to notify specified in Act LIII of 2017 on the prevention and suppression of money laundering and the financing of terrorism or makes a declaration with untrue contents when making a declaration prescribed by this Act;
    - the Account Holder fails to fulfil its obligations under the Credit Institutions Act and the Money Transaction Services Act and detailed in Section II.1.2.7(d) and (e) and Section III.1.10 and 1.12 of these GTC;
    - the Account Holder violates the legal rules (Chapters VIII and IX of the Money Transaction Services Act) relating to the use of cash substitution payment instruments and the management and custody of personal authentication data;
    - the Bank suspects that the European Union's list of sanctions, the sanctions/prohibitions specified in the lists of the UN and the OFAC, or the provisions of the Money Laundering Act are violated in respect of the Account Holder;
    - the Account Holder misled the Bank by stating untrue facts, concealing data or in any other way, which may have affected the setting of the Credit Line;
  - d) if the Account Holder misled the Bank by stating untrue facts, concealing data or in any other way which may have had an impact on the fixing of the Credit Line;
  - e) in the event of the non-fulfilment of the obligation of reporting, or if the Account Holder or any Credit Card Holder provides untrue data for the Bank;
  - f) if the Credit Line is overdrawn;
  - g) in the event of any abuse committed or attempted in connection with the Credit Card, the alteration of the data of the Credit Card, the surrendering of the Credit Card to third parties, use of the Credit Card beyond its expiry, violation of the territorial restriction stated on the Credit Card during the use thereof, the continued use of a cancelled Credit Card by its holder, or use of the Credit Card by the Credit Card Holder for the execution of uncovered transactions;
  - h) if the Account Holder materially violates any of his or her contracts concluded with the Bank;
  - i) if the Bank reimbursed the Credit Card Holder for the losses he/she sustained in connection with the cancellation of the given credit card, and as part of this, the Bank detected a setting which was not in harmony with the Credit Card Holder's card usage customs and any of the limits was set to a different and unreasonably high value in departure from the limits suggested in the Announcement, and further if the Bank subsequently called upon the Credit Card Holder to reduce the limit(s) in question to the level of the limits suggested in the Announcement, but despite this the Credit Card Holder failed to reduce the amount(s) of the given limit(s) as suggested forthwith upon the Bank's notice;
  - k) if the Account Holder proves to be non-creditworthy during the course of the annual review. The Account Holder will be found non-creditworthy in the event of the emergence of any of the following conditions:
    - The Account Holder failed to meet any of his or her payment obligations under the Credit Card Contract during the term at the due date or within 30 calendar days thereafter.
    - The Credit Line Drawn exceeded the amount of the Credit Line at any time during the term, i.e. the Credit Line was overdrawn.
- 3.5. In the event of a material breach, the Bank will be entitled to terminate the use of the undrawn amount of the credit line with immediate effect.
- 3.6. The Bank will be entitled to collect its receivables by resorting to any of the means laid down in the relevant legal rules if the Account Holder fails to meet his or her payment obligation existing towards the Bank in connection with the Credit Card Contract by the deadline stated in the notice served for the termination of the Credit Card Contract.

- 3.7. Following the termination of the Credit Card Contract, the Credit Card can no longer be used, and the Account Holder and the Bank will be required to settle their respective claims related to the terminated legal relationship.
- 3.8. The Bank will settle with the Account Holder upon the termination of the Credit Card Contract, at the latest. The termination of the Credit Card Contract will not result in the cessation of the parties' obligations of settlement and payment.
- 3.9. The value of any transactions carried out with the Credit Card to the debit of the Credit Account before the termination of the Credit Card Contract as well as the amount of the attached interest, fees, charges and commissions, in respect of which debit orders are submitted to the Bank beyond the termination of the use of the Credit Card will be added to the Account Holder's debt towards the Bank as at any time.
- 3.10. If the Card Holder fails to instruct the Bank otherwise, the Bank will be entitled to take the positive balance recorded on the Credit Card Settlement Account, if any, beyond the termination of the Credit Card Contract into responsible custody, and to manage the same under the rules of possession without grounds against charging the fee determined in the Retail Credit Announcement.
- 3.11. The Account Holder will inform the Supplementary Card Holders forthwith in the event of the termination of the Credit Card Contract for any reason.

### III. PROVISIONS RELATING TO CREDIT CARDS

1. Placement of the Credit Card and the PIN at the Credit Card Holder's disposal
  - 1.1. The Bank will generate the Credit Card / Credit Cards within 15 (fifteen) business days of the entry into force of the Credit Card Contract.
  - 1.2. Upon requesting a new card or a replacement card, the Credit Card Holder will be required to assign a PIN by using the POS terminal installed in the bank branch, not including the case of Credit Cards sold outside the bank branches.
  - 1.3. Following the entry into force of the Credit Card Contract, the Bank will send the Credit Card to the Credit Card Holder by mail to the mailing address stated in the contract in the absence of an instruction to a different effect. The Bank will not accept any responsibility for any loss that may arise from the fact that the mailing address at its disposal is incorrect. Updating the mailing address is the Credit Card Holder's duty.
  - 1.4. If, upon requesting a Credit Card, no PIN is selected for technical reasons, or in the case of group requests, or due to an individual account type, the Bank will generate a separate PIN for the Credit Card Holder. In these cases, the Credit Card Holder may take delivery of the PIN in a sealed envelope in person, in the bank branch keeping the Account Holder's Credit Account, together with his or her personalised Credit Card within 60 calendar days of the request. Upon the expiry of a period of 60 calendar days, the Bank will be entitled to destroy the Credit Card and the PIN without notifying the Credit Card Holder. If the Credit Card is collected in person, the Credit Card Holder will be requested to present an identification document. In the case of Credit Cards sold outside the bank branches, the Bank will mail the Credit Card and the attached PIN to the mailing address stated by the Account Holder in separate consignments.
  - 1.5. The Credit Card Holder will confirm the selection of the PIN with the aid of a POS terminal or the receipt of the sealed and intact envelope containing the PIN by signing an acknowledgement of receipt in the presence of the Bank's representative.
  - 1.6. Subject to identification with the PIN, the Credit Card permits the withdrawal of cash from automatic teller machines, in post offices and from the tellers of credit institutions, in accordance with their respective rules, as well as payment at merchants in certain cases.
  - 1.7. After verifying the correctness of the data stated on the Credit Card, the Credit Card Holder will sign the Credit Card on the signature strip on the back of the Credit Card upon the delivery or receipt of the Credit Card. The Bank will not accept responsibility for any loss that may arise from failure to sign the Credit Card or from signatures which may be different from that featured on the Credit Card.
  - 1.8. The Bank will send or hand over the Credit Card to the Credit Card Holder in a non-active state. The Credit Card can be activated or rendered usable for the execution of transactions upon the use of the PIN for the first time. Credit Cards requested outside the bank branches are an exception to this rule. The mode of activation applicable to these Credit Cards is stated in Clause II. 1.2.10.4. and 1.2.10.5. Transaction suggested for activating the Credit Card: successful purchase with the scanning of the chip and entry of the PIN, or successful balance enquiry at an Erste Bank ATM. Any loss or cost arising from the non-activation or incorrect activation of the Credit Card will lie with the Account Holder. All attempted transactions will qualify as incorrect activation attempts which are not suitable for activation (e.g. purchase not requiring the entry of the PIN), including transactions which result in excess costs for the Account Holder (e.g. erroneously entered PIN).  
  
The Bank will regard all cards as duly delivered which are not returned to the Bank's central unit within 30 calendar days of the posting thereof.
  - 1.9. In the case of Credit Cards which are not sent by the Bank to the Credit Card Holder by mail, the Credit Card Holder may take delivery of the completed Credit Card and/or PIN from the 10th to the 60th calendar

day reckoned from his or her request. Upon the expiry of a period of 60 calendar days, the Bank will be entitled to destroy the Credit Card and the PIN without notifying the Credit Card Holder. In this case, too, the Bank will be entitled to debit the card fee from the Credit Account. The Bank may charge a fee for keeping in its custody any uncollected Credit Cards, the rate and due date of which will be published in the Announcement.

- 1.10. The Credit Card Holder will keep confidential the PIN, the Internet Purchase Confirmation SMS Code and the mPIN, and will further ensure that these numbers and codes will not be made accessible or available to third parties, including the Bank's employees. The Credit Card Holder may not keep the PIN and the Credit Card in the same place, and may not keep the mPIN saved onto his or her mobile telephone or in a manner that may be otherwise accessible to unauthorised persons. If the PIN attached to the Credit Card – or the Internet Purchase Confirmation SMS Code in the event of the use of the Internet Purchase Confirmation SMS Code service or the mPIN in the event of the use of the MobilePay service – is disclosed to an unauthorised person, the Credit Card Holder will forthwith notify the Bank thereof. Violation of this obligation constitutes a wilful or grossly negligent practice on the Credit Card Holder's part for the purposes of the present GTC.
- 1.11. The Credit Card constitutes the Bank's property, and the Bank may cancel or withdraw it also during the term of its validity in the cases determined in the Credit Card Contract. The Credit Card may only be used by the Credit Card Holder stated thereon, may not be transferred to another person, may not be lent to another person for use, and may not be pledged or provided as transaction security in any other manner.
- 1.12. Both the Account Holder and the Credit Card Holder are obliged to report any changes in the data supplied by them to the Bank within 5 business days in writing, with special regard to any changes in their customer identification data specified in Act LIII of 2017 on the prevention and suppression of money laundering and the financing of terrorism and in their mailing address.
- 1.13. Following receipt of the Credit Card, the Credit Card Holder will be responsible for the use of the Credit Card according to its designated purpose. The Credit Card Holder may not write or otherwise record his or her PIN on the credit card, or on any other item kept together with the bank/credit card.
- 1.14. The Bank may offer extra services advertised by way of its Announcement in conjunction with specific types of valid Credit Cards. The terms and conditions of these extra services were determined by way of contracts concluded with third parties.
- 1.15. Credit Cards furnished with the one-touch payment function

In the case of a one-touch transaction carried out with a credit card featuring the one-touch payment function, the Credit Card Holder will not be identified on the basis of his or her PIN and/or signature within the limits determined for one-touch payment.

In the case of the use for payment of a credit card featuring the one-touch payment function, in default, no certificate is provided with respect to the transaction below the limit determined in the Announcement; however, a certificate may be supplied based on the setting of the acquiring place and/or at the Credit Card Holder's request. In the case of one-touch payment transactions which reach or exceed the limit determined in the Announcement, a certificate will be supplied on a mandatory basis. The certificate will contain the details of the credit card, the date and amount of the purchase, and the name of the acquiring place (merchant).

## 2. Use of the Credit Card

### 2.1. Based on the provisions laid down in the present GTC, the Announcement and the Credit Card Contract:

- a) The Bank will execute the transactions carried out with the credit card to the debit of the credit account and the related settlements on the day of processing by the Bank. If the credit account had been terminated in the interim, the Bank will be entitled to send a payment notice to the Account Holder.
- b) In the case of requests received from the international card companies and member banks with respect to transactions carried out with the credit card to the debit of the credit account, the Bank will execute the related settlements on the day of processing by the Bank.

The Bank will accept responsibility for the execution of the individual card transactions (authorisation requests, erroneous transactions, transaction cancellations, credits, etc.) following the receipt by the Bank of the relevant data submitted electronically by the credit institution (business) engaged in a contractual relationship with the acquiring place, operating the teller point or operating the automatic teller machine.

A payment transaction carried out with the Credit Card will qualify as authorised if the Account Holder / Supplementary Card Holder used his or her Credit Card in compliance with the provisions of the Credit Card Contract and the present GTC (e.g. entry of correct PIN, verification of identity, signing of slip, etc.), and the Credit Card transaction was duly authorised. In the case of a one-touch payment transaction below the limit determined in the Announcement, the payment transaction will qualify as authorised if the Credit Card Holder used his or her bank card in compliance with the provisions of the credit card contract and the present GTC.

The Credit Card Holder cannot revoke any payment transaction carried out with the credit card. It is likewise not possible to revoke a payment order where the method of the determination of the amount payable is known at the time of the submission of the order, but the precise amount cannot be fixed in advance (e.g.

payment for accommodation, car rental, etc.), including payment orders where the Credit Card Holder authorises the bank card acquirer upon the submission of the payment order to debit any subsequent costs.

2.2. Except in the cases laid down in the relevant legal rule, the Bank will not owe responsibility for any loss sustained by the Account Holder or the Credit Card Holder which emerged for the following reasons:

- a) The Credit Card could not be used according to its designated purpose for reasons falling beyond the Bank's control.
- b) The international card companies introduce provisions or adopt measures concerning the Credit Card Contract.
- c) Losses arising from damage to the Credit Card.
- d) The Credit Card can be used at the risk and liability of the Account Holder and the Credit Card Holder according to the rules of the international card companies. The Bank will not accept responsibility for any excess costs or losses sustained by the Account Holder in consequence of the restrictive provisions of the rules of the international card companies.
- e) The Bank will not accept responsibility for any costs or losses that may arise from rules or restrictions applicable to acquiring places, whether operated by the Bank itself or third parties, the malfunctioning of automatic teller machines or other equipment, or any data transmission errors of any communication devices and data processing systems.
- f) The Bank will not accept responsibility for the exceeding of the credit line or the limit if, based on the Card Company's procedural rules, the transaction is not verified by the Bank prior to its execution, but by the Acquiring Place or the Card Company itself, and it is solely in consequence of this that one or multiple transactions exceed the credit line or the limit.
- g) The Bank will not accept responsibility for any loss sustained or incurred by the Credit Card Holder which arises from the fact that the person or organisation authorised under the Card Company's rules makes a mistake or omission upon the acceptance of the Credit Card, or does not authorise a given transaction, or refuses to accept the Credit Card or the PIN.

### 2.3. Credit Card Transactions

#### 2.3.1. Types of Transactions that may be carried out with Credit Cards on Credit Card Settlement Accounts

- Purchase via POS terminal (electronic device)
- Payment for goods and services in any other manner
- Purchase via ATM
- Online purchase
- Betting- or gaming-type transactions via POS terminal or online
- Cash withdrawal from ATM
- Cash withdrawal via POS terminal
- Cash depositing via POS terminal
- Cash depositing via ATM
- Balance enquiry via ATM, POS terminal
- PIN changing via ATM
- One-time HUF transfer/book-entry transfer charged to Credit Card Settlement Account
- Direct debit

#### 2.3.2. Other services related to Credit Cards

- Credit card instalment payment services (Equal Payment Plan, Automatic Equal Payment Plan, Loan on Phone service)
- Emergency cash withdrawal
- Erste MobilePay services
- MasterCard MoneySend transaction

Transactions can be carried out via ATMs through the combined use of the Credit Card and the PIN. In the case of a transaction initiated via a POS terminal, the personnel of the acquiring place may – in accordance with the rules determined by the bank engaged in a contractual relationship with it – request the presentation of identification documents and/or the use of the PIN for customer identification purposes and in the interest of the Credit Card Holder's security. If the Credit Card Holder is not required to enter the PIN in the POS terminal operated at the acquiring place and a certificate is generated of the transaction, the Card Holder will be required to sign the certificate. If the terminal (ATM or POS) is capable of accepting chip cards, the transaction will be carried out via the verification of the data contained on the chip, or in other cases, on the magnetic stripe. If the Credit Card Holder enters the PIN erroneously three times consecutively – in the case of a transaction initiated via an ATM or POS terminal – the Bank will bar the Credit Card Holder from the execution of transactions that may be carried out via electronic devices on the

given day. In the event of the use of an ATM, the ATM will return the credit card to the Credit Card Holder. In the event of the use of a POS terminal, in this case and in the case of use of the Credit Card contrary to its designated purpose or any doubt related to the Credit Card Holder's identity, the personnel of the acquiring place will be required to withdraw the Credit Card. In a case to the contrary, the Credit Card Holder must request the immediate return of his or her credit card after payment.

Upon payment with a Credit Card, the commercial Acquiring Place will issue a certificate, manually or with the aid of the POS terminal, of the details of the Credit Card, the date and amount of the purchase, and the name of the commercial Acquiring Place. The person entitled to use the Credit Card will be entitled to one copy of the certificate. The Credit Card Holder will be required to check the certificate issued by the merchant, and if he/she finds it correct, he/she must sign it in the case of a transaction carried out via a POS terminal or a commercial purchase carried out through authorisation, provided that the terminal does not request a PIN during the course of the transaction. The Credit Card Holder will be required to preserve the certificate, and to place it at the Bank's disposal in the event of a complaint.

The Account Hold may determine the amount (limit) that may be used for the purposes of transactions carried out with the Credit Card within the Available Credit Line in writing, in any of the bank branches, or via Erste Netbank, MobilBank or TeleBank with regard to the provisions of the Announcement. The Account Holder will be entitled to change the Daily Purchase Limit and the Daily Cash Withdrawal Limit, or as part of a Time-locked Limit Change, to change the same on a temporary basis, for a period of 48 hours.

The Bank will be entitled to determine the number of successful transactions that may be carried out with a credit card per calendar day. The limits on the number of daily ATM cash withdrawals and the daily purchase and POS cash withdrawal transactions can only be changed within the framework of a time-locked limit change.

The Bank will not accept responsibility for any changes or losses that may arise from regulations or restrictions applicable to acquiring places, whether operated by the Bank itself, or by third parties, or from the malfunctioning of automatic teller machines.

#### 2.4. Purchase via a POS terminal (electronic device)

Transactions may be carried out with the Credit Card for the purpose of paying for goods or services at the acquiring places carrying the logo featured on the Credit Card up to the Available Credit Line on the given day or up to the Daily Purchase Limit attached to the Credit Card, a number of times that corresponds to the limits on the daily number of purchases and POS cash withdrawals.

In the case of certain services (e.g. services used in hotels and card rental companies), following from the nature of the transaction, the amount of the debit certificate submitted by the acquiring place to the Bank electronically may deviate from the amount signed for by the Credit Card Holder in the card certificate; however, the Bank will in every instance debit the amount of the debit certificate submitted to it from the Account Holder's Credit Account. A Credit Card withdrawn in consequence of an instruction displayed on the POS terminal may be returned to the Credit Card Holder after the thorough verification of his or her identity.

The Bank is not a party to any legal disputes that may arise between the Account Holder / Supplementary Card Holder and the acquiring place (merchant) in connection with a purchase, and therefore the Bank will not accept responsibility for the goods or services purchased with the Credit Card. The Bank is not a party to any legal disputes that may arise between the Credit Card Holder and the acquiring place (merchant) in connection with a purchase.

#### 2.5. Payment for goods and services in any other manner

If the purchase is not made via a POS terminal, the transaction may be carried out in accordance with the rules determined by the acquiring place and the bank that is engaged in a contractual relationship with it. The acquiring place may contact the Bank for the purposes of seeking authorisation. The Bank will authorise the execution of the transaction subject to the availability of funds.

#### 2.6. Purchase via ATM

With the aid of the ATMs which provide this service, it is possible to replenish with the credit card the balance of mobile telephone cards issued by the telephone service providers identified by the bank operating the given ATM up to the amount of the Available Credit Line on the given day or the Daily Purchase Limit attached to the credit card, a number of times that corresponds to the limits on the daily number of purchases and POS cash withdrawals.

The Bank will not accept responsibility for any loss that may arise from the erroneous entry of the telephone number in the ATM. The Bank is not a party to any legal disputes that may arise between the Credit Card Holder and telephone service providers in connection with the purchase.

#### 2.7. Online purchase

It is possible to pay with the credit card for services that may be ordered on the Internet.

Payment with the Credit Card on the Internet will be made through the entry of the relevant Credit Card and transaction details in the form displayed in the payment module of the merchant's website. Based on its own decision, the Bank may restrict the acceptance of orders related to certain Acquiring Places.

In the event of the online use of the Bank Card, the Bank will not accept responsibility for the identification of the Credit Card Holder and the Credit Card, or for the authenticity of the data supplied on the network.

The Bank will not accept responsibility for orders placed and purchases made with the Credit Card. The Bank will clear the transactions received without investigating their grounds.

If the Account Holder provided his or her Mobile Telephone Number to the Bank, the Bank will automatically set the free Internet Purchase Confirmation SMS Code service (hereinafter referred to as the „Internet Purchase Confirmation SMS Code service“), as part of which the Bank will send an Internet Purchase Confirmation SMS Code in an SMS text message to the Account Holder’s Mobile Telephone Number, and the Transaction of the Internet purchase initiated with the credit card can only be approved through the entry of the Internet Purchase Confirmation SMS Code during the process of the purchase, with regard to the following. The SMS text message so sent by the Bank will also contain the details of the initiated Transaction, in addition to the Internet Purchase Confirmation SMS Code. The minimum technical condition necessary for using the Internet Purchase Confirmation SMS Code service and the entry of the validation code sent in the SMS text message is the availability of an Internet browser such as Internet Explorer 7, Chrome 11, Firefox 6, Safari 5, Opera 11, or a higher version thereof.

The Account Holder hereby accepts that if

- the Account Holder does not have the Internet Purchase Confirmation SMS Code service, and/or
- a payment transaction was initiated with a Credit Card at an Internet Merchant, however, the transaction was not forwarded thereafter from the International Card Organisation clearing the Internet purchase and involved in the process of electronic identification to the Bank’s card system for requesting an Internet Purchase Confirmation SMS Code for the purchase, and/or
- the Internet credit card merchant is unable to handle the Internet Purchase Confirmation SMS Codes necessary for the approval of Internet purchase transactions,

the Bank will not send an SMS text message and the Internet purchase transaction will be carried out in the standard manner, without the entry of an Internet Purchase Confirmation SMS Code. If the Card Holder wishes to enter an Internet Purchase Confirmation SMS Code for an Internet purchase, however, the browser program displaying the Internet Merchant’s website is not capable of handling purchases with Internet Purchase Confirmation SMS Codes (that is, the browser program does not or does not adequately communicate with the Internet merchant’s website), the initiation of the Transaction will not be completed.

The Account Holder hereby accepts that if he or she has no free online purchase checking SMS code, the a Bank may set it, if warranted (e.g. as a measure to prevent fraud).

The Bank hereby emphatically draws attention to the fact that the Internet Purchase Confirmation SMS Code service is a solution designed to make Internet purchases more secure which may be used best according to its designated purpose if the Credit Card Holder initiates his or her Internet purchase Transactions with the aid of a computer device and program which provide an adequate level of security; that is, a device that is furnished and operated with security updates permitting Internet communication and the secure operation of which has been duly verified and ascertained. The Bank hereby excludes its responsibility for any loss arising from irregularities in Transactions initiated with the aid of inadequate computer devices or programs if the inadequate computer device or program used by the Credit Card Holder was partially or fully responsible for the loss that may have emerged for reasons other than a wilful practice on the Bank’s part.

## 2.8. Betting- and gaming-type transactions

The Credit Card may be used for carrying out betting- and gaming-type transactions via POS terminals at acquiring places and on the Internet, as part of which the Credit Card Holder may earn cash winnings in the event of the occurrence of a specific future event.

Furthermore, with the Credit Card, it becomes possible to purchase cash substitution payment instruments or, in other words, e-money on the Internet. Betting and gaming transactions and the purchase of e-money do not qualify as purchase transactions, and consequently, the provisions applicable to cash withdrawal transactions will govern these transactions for the purposes of the calculation of interest as defined in Clause IV. 3.1, with the proviso that the Bank will not charge a cash withdrawal fee in connection with these transactions.

The Credit Card Holder may not use the Bank Credit Card for illegal purposes, including payment for goods and services, the purchase of which is prohibited by law.

## 2.9. Cash withdrawal from ATMs

2.9.1. Cash may be withdrawn with the Credit Card from automatic teller machines displaying the logo that is featured on the Credit Card within the Available Limit and the Daily Cash Withdrawal Limit, a number of times that corresponds to the limit on the daily ATM cash withdrawal transactions.

2.9.2. The operator of the automatic teller machine may limit the amount of cash that may be withdrawn from the machine per withdrawal and the frequency of cash withdrawals. The Credit Card Holder hereby accepts that if he/she uses his or her credit card for withdrawing cash from an automatic teller machine operated by the Bank or any other bank, the amount of the limit determined by the Bank or any other bank may depart from the Credit Card Holder’s daily cash withdrawal limit.

2.9.3. The automatic teller machine records every transaction in the form of a log. Until the contrary is proven, the log proves the cash withdrawal. The Credit Card Holder will receive a certificate, as per the regulations of the bank operating the ATM, regarding the cash withdrawal or any other



transaction. The Credit Card Holder will check the correctness of the details stated therein and will keep the certificate.

#### 2.10. Cash withdrawal via POS terminal

The Credit Card Holder may withdraw cash via POS terminals installed at acquiring places (in bank branches, post offices) up to the amount of the lower of the Available Credit Line and the Daily Cash Withdrawal Limit attached to the Credit Card, a number of times that corresponds to the limits on the daily number of purchases and POS cash withdrawal transactions.

#### 2.11. Cash depositing (repayment) via POS terminal

Wherever this service is offered by the acquiring place, cash may be deposited onto the Credit Account via POS terminals. The amount deposited will change the amount of the Available Credit Line on the day when the Transaction is received.

#### 2.12. Cash depositing via ATM

##### 2.12.1. General rules of cash depositing

Forint banknotes may be deposited via the ATMs specifically stated on the list of ATMs, that may be found on the Bank's website, with the Credit Card issued by the Bank in conjunction with the Credit Account, subject to the entry of the PIN. Any cash deposited via an ATM will reduce the outstanding debt on the credit card, and will qualify as a repayment.

This service may be used in conjunction with the Credit Cards determined in the Bank's Announcement as in force at any time, against the payment of the transaction fees stated therein.

ATMs will only accept valid forint (HUF) banknotes. The ATM will return banknotes in excess of the number determined in the Announcement as in force at any time as well as any objects not identified as forint banknotes without investigating the authenticity and negotiability thereof. ATMs cannot accept coins. ATMs will not accept torn, taped, folded or crumpled banknotes. Any ties, paper clips or any other clips must be removed from the banknotes. If the ATM senses any foreign object in the depositing module, the ATM may return the banknote. The Credit Card Holder will be responsible for any damage to the equipment which may arise from the use of the ATM contrary to its designated purpose.

If the ATM detects any counterfeit banknotes or banknotes suspected of being counterfeit, they will be withdrawn. The Bank will manage withdrawn banknotes thereafter in accordance with the decree of the National Bank of Hungary. The ATM will print a certificate of any withdrawn banknote(s).

Maximum the number of banknotes stated by the Bank in its Retail Credit Announcement may be deposited per cash depositing transaction. The number of banknotes that may be deposited may be limited, subject to the free storage capacity of the ATM available at the time of the transaction.

##### 2.12.2. Conditions of cash depositing

A condition of using this service is that the Credit Card Holder must make a declaration concerning the person of the actual holder as set forth in Act LIII of 2017 on the Prevention of Money Laundering and the Financing of Terrorism. The declaration must be signed in person, at the place of the conclusion of the contract.

##### 2.12.3. Settlement of cash depositing

The amount deposited will be credited onto the Credit Account attached to the Credit Card. Following the depositing of cash with the Credit Card via an ATM operated by the Bank, the amount deposited will be immediately accessible.

If the cash is deposited on a bank business day, the amount deposited will be available on the credit account attached to the Credit Card immediately and is entered in the Credit Account on the date of deposit. If the cash is deposited on a day that is not a bank business day, the Bank will credit the amount deposited on the first bank business day following the day of depositing.

#### 2.13. Available Credit Line enquiry via ATM, POS terminal

By using his or her Credit Card, the Credit Card Holder may query the amount as at any time of the Available Credit Line via ATMs and POS terminals if the given acquiring place offers this service.

The Credit Card Holder will ascertain the correctness of the data stated in the certificate issued by the acquiring place after the transaction, and will thereafter preserve the certificate issued by the POS terminal.

#### 2.14. PIN changing via ATM

The Credit Card Holder will be entitled to change his or her PIN against the fee stated in the Retail Credit Announcement as in force at any time via domestic ATMs operated by Bank as well as via domestic and foreign ATMs operated by other banks, provided that this service is offered by the given acquiring bank. The PIN changing transaction cannot be carried out in the month of the expiry of the card and in the month before.

## 2.15. One-time transfer/book-entry transfer to the debit of the Credit Card Settlement Account

By virtue of a one-time transfer order, the payer party instructs the Bank to transfer a sum determined in forints to the debit of his or her Credit Card Settlement Account to the Beneficiary's payment account.

The payer party Account Holder may submit a one-time HUF transfer order via Erste NetBank or the telephone banking services (Erste TeleBank, Erste Private Banking, Erste World and Erste Premium Banker telephone services) as well as via the MobilePay service (wire transfer under Clause 2.19.4.5) if he/she has authorisation to use the given service. No one-time transfer orders may be given to the debit of the Credit Card Settlement Account in the Bank's branches. The Account Holder may also submit a transfer order to the Bank by stating a debit date. The Account Holder may designate a debit day maximum 90 calendar days in advance. If the debit date designated falls earlier than the day on which it can be actually executed or falls beyond the period prescribed by the Bank, the Bank will refuse the execution of the transfer order. If the day designated as the debit date does not fall on a bank business day, the Bank will refuse the execution of the transfer order.

The Bank will regard a transfer order submitted by telephone as approved if the payer party Account Holder submitted the transfer order to the Bank as set forth in the present GTC – in the case of Erste TeleBank, by stating both the Erste TeleBank identifier and the TPIN, while in the case of other telephone services, after the applicable identification procedure – and confirmed the order verbally.

In the case of electronically submitted payment orders: if the payer Account Holder provided/sent the payment order to the Bank in accordance with the GTC applicable to the given electronic channel, after providing his or her personal authentication data and, in the case of live telephone banking services confirmed it orally. The strong customer authentication defined in the Money Transaction Services Act is required for the approval of the payment orders, except for live telephone banking services, as of the date specified in Section 66/A of the Money Transaction Services Act.

Transfer orders can only be given and executed to the debit of an active, non-blocked Credit Card Settlement Account. If the Account Holder initiated the termination of the Credit Card Settlement Account, no new transfer orders may be given, and the Bank will not execute any transfer orders submitted earlier with a debit date. Further, no transfer orders may be given and executed to the debit of a Credit Card Settlement Account which was blocked by the Bank at the time of the submission or execution of the transfer order due to a payment delay or card fraud, and on which no transactions initiated by the customer can be carried out as a result.

For interest purposes, a one-time HUF transfer carried out to the debit of the Credit Card Settlement Account will qualify as a cash withdrawal, and the Bank will charge the fee determined in the Retail Credit Announcement for the execution of the transfer.

One-time transfer/book-entry transfer sub-types used by the Bank:

a) One-time transfer within the Bank: if the payer party Account Holder transfers a specific forint amount to the debit of his or her Credit Card Settlement Account kept with the Bank to the credit of another account holder's bank account kept with the Bank (beneficiary).

b) One-time transfer to account outside the Bank: if the payer party Account Holder transfers a specific forint amount to the debit of his or her Credit Card Settlement Account kept with the Bank to the credit of a payment account kept with another payment service provider.

The Bank will forward any one-time domestic transfers made in forints within the framework of the intraday settlement facility operated by GIRO Zrt.

c) Book-entry transfer between own accounts: a book-entry transfer order between the Account Holder's bank accounts kept with the Bank in the same currency.

The Bank will only regard those payment transfers submitted in forints to the debit of a forint account as forint transfers which can be executed without a conversion to the credit of a bank account kept by the Bank or another domestic payment service provider.

## 2.16. Direct Debit

### 2.16.1 Execution of direct debit orders charged to the Credit Card Settlement Account

The Main Card Holder has the option to authorise the Bank to execute direct debits to be submitted by the beneficiary account holder (service provider) to the debit of the Credit Card and the attached Credit Card Settlement Account.

No authorisation may be given in respect of the Credit Card Settlement Account for the execution of any other direct debit relating to the repayment of other loans (any other credit facility or credit card disbursed or provided by Bank or any other payment service provider).

An authorisation for the execution of a direct debit and any amendment thereto may be given via Erste TeleBank, Erste NetBank or in the bank branches. The Bank will refuse any direct debit orders submitted to the service provider in the absence of a certified signature.

During the term of validity of the authorisation, the Bank will execute any compliant direct debits charged to the Credit Card Settlement Account to the debit of the Available Credit Line, in accordance with the relevant payment transaction regulations, against the fee determined in the Retail Credit Announcement. For interest purposes, the execution of a direct debit order will qualify as a Purchase.

Based on the authorisation received from the Account Holder payer party for the execution of a direct debit, the bank keeping the payer party Account Holder's bank account will, within 4 (four) bank business days, notify the beneficiary via the beneficiary's account keeping payment service provider of the receipt, modification or termination of the authorisation. The Bank may notify the beneficiary of the upper limit of the execution of debits solely in the event of the Account Holder payer party's consent.

The account keeping Bank will issue a certificate, at the obligor Account Holder's request, of the valid authorisation relating to direct debits to be charged to the obligor's bank account in the form used for the purpose. A request for a certificate will not constitute the cancellation of the authorisation without the obligor Account Holder's specific instruction to that effect. The payer party Account Holder may submit the certificate to another payment service provider as a new authorisation.

The payer party Account Holder may cancel the execution of the direct debit with the Bank by the end of the business day preceding the debit day. A direct debit cannot be cancelled in respect of a part amount. The Bank will not investigate whether the cancellation is justified or legitimate, and will not execute the given direct debit order on the basis thereof. The cancellation will not affect the validity and conditions of the authorisation.

The Bank will inform the beneficiary's payment service provider of the execution or non-execution of the direct debit electronically.

- 2.16.2 An authorisation may also be given for the execution of a direct debit in the case of a temporarily blocked Credit Card Settlement Account. If the account is no longer blocked at the time of the debit, the debit will be executed.

A direct debit can only be charged to an active, non-blocked Credit Card Settlement Account. If the Account Holder has initiated the termination of the Credit Card Settlement Account, the Bank will not execute the direct debit. Further, a direct debit cannot be charged to a Credit Card Settlement Account which had been blocked by the Bank by the time of the receipt by the Bank of the direct debit order due to a payment delay or card fraud, and transactions initiated by the customer can no longer be executed thereon as a result.

The Bank will inform the Credit Card Holder of any direct debits not executed for any reason in the Account Statement. The Bank will not accept responsibility for any loss sustained by the Credit Card Holder or third parties which may arise from the fact that (i) the Main Card Holder submits his or her authorisation for the execution of a direct debit with incorrect data, in particular, uses an erroneous beneficiary or consumer identifier, and further if (ii) the direct debit is not executed or is not executed correctly due to an error on the part of the beneficiary account holder (service provider) submitting the same.

- 2.17. The Bank will execute the payment transaction if the payer party Account Holder previously approved it. The Bank will refuse any payment transactions not previously approved by the Account Holder.

The approval of the execution of the payment transaction may also be given via the payee or the money transaction provider providing payment initiation services as of the date specified in Section 66/A of the Money Transaction Services Act.

If an unapproved payment transaction is executed, the Bank shall, after becoming aware or having been informed of the transaction, reimburse the Account Holder for the amount of the unapproved payment transaction and shall restore the Bank Account to its condition prior to debiting forthwith, but no later than by the end of the next business day, with the proviso that the credit value date may be no later than the date on which the unapproved payment transaction was executed. The obligation detailed in this section is to be borne by the Bank if it keeps the Bank Account concerned, but the existence of its above obligation is independent of whether the payment transaction concerned was initiated via another payment institution providing payment initiation services or not.

The Bank is exempted from the obligations specified in this section if it suspects fraud on reasonable grounds in the given situation and informs the Bank's supervisory authority, the National Bank of Hungary, about these grounds in writing.

Section III.5.16 and Section V.I.6.(11) establish rules that are different from the rules of responsibility detailed in the previous section.

## 2.18. Emergency services without Credit Cards

### 2.18.1. Common rules of emergency services

#### 2.18.1. Rules of emergency cash withdrawal as an emergency service

- 2.18.1.1. If his or her embossed Credit Card is cancelled, the Credit Card Holder may initiate an emergency cash withdrawal without the physical use of the cancelled Credit Card as an emergency service abroad, typically if, for instance, he/she lost his or her Credit Card or his or her Credit Card was stolen during his or her stay abroad, or if his or her Credit Card was withdrawn by an ATM and was not restored to the Credit Card Holder by the operator of the machine.

- 2.18.1.2. In the case of the Erste Platinum Credit Card and the Wizz Air Credit Card, if his or her embossed Credit Card is cancelled, the Credit Card Holder may initiate the issuance abroad of a temporary emergency bank card in replacement of his or her cancelled Credit Card without the physical use of the cancelled Credit Card, typically if, for instance, he/she lost his or her Credit Card or his or her Credit Card was stolen during his or her stay abroad, or if his or her Credit Card was withdrawn by an ATM and was not restored

to the Credit Card Holder by the operator of the machine. The Credit Card Holder may only file his or her quantified request for an emergency cash withdrawal, or in the case of an Erste Platinum Credit Card or Wizz Air Credit Card, his or her intention of availing himself/herself of an Emergency Credit Card with the International Card Organisations conforming to the logo displayed on the cancelled Credit Card, i.e. in the case of the VISA International Card Organisation, at the telephone numbers stated on the [www.visa.com](http://www.visa.com) website, under the terms and conditions laid down therein, while in the case of the MasterCard International Card Organisation, at the telephone numbers stated on the [www.mastercard.com](http://www.mastercard.com) website, under the terms and conditions laid down therein.

Conditions of use of emergency services:

- the emergency services can only be used abroad, they are not available in the territory of Hungary,
- the emergency services can only be requested once the Credit Card has been cancelled,

and there is no other valid Credit Card issued by the Bank to the Credit Card Holder concerned.

In the event of the non-fulfilment of any of these conditions, the Bank may refuse the request for the emergency services. The Bank will charge the Account Holder the fees determined in the Announcement for the use of the emergency services.

2.18.1.3. The emergency services attached to embossed Credit Cards issued by the Bank are available - via the network established by the given International Card Organisation – in the countries of the world, not including Hungary, where the given International Card Organisations makes them available. The Bank will only provide the requested emergency service if it has ascertained that an amount of funds corresponding to the amount of the emergency cash withdrawal requested by the Credit Card Holder, plus the amount of the fee of the emergency cash withdrawal, is available on the Credit Account attached to the cancelled Credit Card.

#### 2.18.2. Emergency cash withdrawal

An emergency cash withdrawal may be made at the Acquiring Places designated by the International Card Organisation, in the official currency of the country of the cash withdrawal, in respect of which the Credit Card Holder will consult with the given Card Organisation. The Credit Card Holder may collect the requested amount of money at the selected Acquiring Place, and the Bank will debit this amount from his or her Credit Account. The amount of the cash withdrawal may not exceed the maximum cash withdrawal amount stated in the Announcement. The Card Organisation will inform the Credit Card Holder of the conditions of the collection of the cash at the selected Acquiring Place.

Any further technical details related to the use of the emergency service as well as the applicable fees and deadlines are stated in the Announcement.

#### 2.18.3. Issuance and collection of Emergency Credit Card

2.18.3.1. The Bank will issue Emergency Credit Cards in conjunction with the Erste Platinum Credit Cards and the Wizz Air Credit Cards which are MasterCard-type, embossed Credit Cards. In the case of a MasterCard-type, embossed Credit Card, the Bank will issue a MasterCard-type Credit Card to the Credit Card Holder as a Credit Card replaced with urgency (hereinafter referred to as „Emergency Credit Card”).

2.18.3.2. If the Card Holder reports his or her intention of availing himself/herself of an Emergency Credit Card to the International Card Company, based on the information received from the International Card Organisation, the Bank will initiate the issuance of a temporary Emergency Credit Card which will not be sent to the Credit Card Holder by the Bank directly, but by the relevant international card organisation, to the postal address outside Hungary verified during the course of a customer identification procedure as detailed herein below.

The Emergency Credit Card will be issued with the same limit settings as the cancelled Credit Card, and will feature the name displayed on the cancelled Credit Card. No PIN is attached to the Emergency Credit Card; it is not possible to enter a PIN for the use thereof. The Account Holder hereby accepts that, with regard to the fact that no PIN is attached to the Emergency Credit Card, the Credit Card Holder will be required to sign the certificate generated after the purchase for the use thereof.

2.18.3.3. The Emergency Credit Card will be issued directly by the relevant International Card Organisation, and therefore the Bank's responsibility will extend to the forwarding of the card details necessary for the issuance of the Emergency Credit Card to the International Card Organisation, with the proviso that the Bank will not be responsible for the actual delivery of the Emergency Credit Card to the Card Holder. The Bank will forward the card details to the Card Organisation in the form used for the purpose, by fax. The Bank will be exempt from liability if it proves that in respect of the forwarding of the card details to the International Card Company it followed the procedure that can be expected in general.

2.18.3.4. The Emergency Credit Card can only be used abroad and only for purchases, and the Bank will cancel the Emergency Credit Card automatically and free of charge on the 30th calendar day reckoned from the date of the request (if it is a bank holiday, on the bank business day thereafter) which can no longer be used after cancellation. The Account Holder hereby accepts that if the Emergency Credit Card is used in Hungary, the Bank may refuse the given transaction and will be entitled to cancel the Emergency Credit Card with immediate effect. In this case, the Bank will not be responsible for any disadvantages that may arise from cancellation.

If the Credit Card Holder arrives back in Hungary, the Credit Card Holder will hand over the Emergency Credit Card issued to him/her to the Bank forthwith following his or her return home, in which case the

Bank will cancel the Emergency Credit Card upon its delivery, if it was not cancelled before. The Credit Card Holder will proceed in the same manner with an already expired Emergency Credit Card.

#### 2.18.4. Emergency customer identification

During the course of customer identification, the Bank will verify and ascertain that it is indeed in contact with the Credit Card Holder. Following this, the Bank and the Credit Card Holder will agree on the Acquiring Place at which the emergency cash withdrawal will be made. Following customer identification and an agreement on the Acquiring Place selected by the Credit Card Holder, one of the following solutions may be implemented successfully:

- The Account Holder will designate the Acquiring Place where he/she himself/herself or the Supplementary Card Holder intends to collect the cash in a free-format letter submitted via the Bank's NetBank service.
- The Account Holder will designate the Acquiring Place where he/she himself/herself or the Supplementary Card Holder intends to collect the cash verbally via the Erste TeleBank service after the combined use of the Erste TeleBank customer identifier and the Erste TeleBank TPIN.
- The Credit Card Holder identified in any other manner in accordance with the Bank's practice as at any time will designate the Acquiring Place where he/she wishes to collect the cash verbally, in a manner that excludes all reasonable doubts.

#### 2.18.5. Issuance of replacement card parallel with issuance of Emergency Credit Card

2.18.5.1. If the intention of using an Emergency Credit Card is reported to the International Card Organisation, the Bank will also automatically issue a replacement card instead of the cancelled Credit Card which will be handed over to the Credit Card Holder in such a way that the Card Holder will take delivery of the replacement card and the PIN envelope attached thereto on the basis of minutes of delivery signed by the Account Holder, and the Credit Card Holder will verify that the separate sealed envelopes containing the Credit Card and the PIN are intact. It is the Account Holder's duty and responsibility to forward the sealed envelopes to the Card Holder intact. The Credit Card sent to the Credit Card Holder cannot be activated until the Credit Card Holder notifies the Bank as part of the Emergency Customer Identification under Clause 2.18.4 that he/she took delivery of the sealed envelope containing the Credit Card and the sealed envelope containing the PIN intact. Until the Credit Card Holder notifies the Bank as part of an Emergency Customer Identification procedure that he/she took delivery of the sealed envelope containing the Credit Card and the sealed envelope containing the PIN intact, the Account Holder will be required to reimburse the Bank forthwith for any loss the Bank may sustain as a result of the use of this replacement card.

2.18.5.2. The replacement card will be the same type as the cancelled Credit Card and will be issued with the same settings and specifications as the cancelled Credit Card (identical limit settings, same name featured on the Credit Card, identical card type), but with a new PIN and a new card number. If the Credit Card Holder activates the replacement card issued by the Bank in replacement of the cancelled Credit Card on or before the last 30th calendar day of the validity of the Emergency Credit Card, the Bank will be entitled to cancel the Emergency Credit Card as of that day. The Bank will not be responsible for any disadvantages that may arise therefrom.

#### 2.19. Erste MobilePay Services

2.19.1. With the aid of the Erste MobilePay payment application that may be downloaded onto phones with iOS (iPhone) and Android operating systems, the Credit Card Holder has the option, within the framework of the credit card contract, to use the Erste MobilePay bank card payment services. The Credit Card Holder may download the Erste MobilePay application from the AppStore or GooglePlay, and by doing so, the Credit Card Holder initiates the use of the Erste MobilePay service. If the Credit Card Holder deletes the Erste MobilePay application from his or her mobile phone, the use of the Erste MobilePay service is terminated. The deletion of the Erste MobilePay application and the cessation of the availability of the service will not affect the effectiveness of the credit card contract.

2.19.2. Technical and service conditions of the use of the Erste MobilePay service:

- telephone operating system (Android or iOS platform)
- Internet connection (mobile or Wi-Fi connection)
- mobile telephone capable of receiving SMS text messages and operational SMS text message service with a telecommunications service provider.

#### 2.19.3. Registration of Erste MobilePay service and the credit card, handling of mPIN

A prior condition of the use of the Erste MobilePay service is the registration and activation of the Erste MobilePay application which the Credit Card Holder may initiate after the downloading of the Erste MobilePay application, and the reading and acceptance of the GTC and the Data Management Declaration of the application.

Upon the activation of the Erste MobilePay application, the Bank will generate a five-digit activation code, and will forward the same to the Credit Card Holder's Mobile Telephone Number in an SMS text message. The registering Credit Card Holder will be required to enter this code in the field displayed by the Erste MobilePay application. Following this, the Credit Card Holder will be required to enter a six-digit secret mPIN of his or her choice which will be necessary thereafter for logging into the Erste MobilePay

application and signing the card transactions initiated by him/her (initiation of card payments). The registration of the Erste MobilePay application will finish with the entry of the mPIN.

The rules laid down in Clause II.5 of the present GTC with respect to the credit card PIN will equally apply to the handling, confidentiality and preservation of the mPIN, as well as to the related liability, reporting and cancellation procedures. If the mPIN is entered erroneously three times consecutively, the Bank will cancel the Erste MobilePay service, and therefore – for the repeated use of the service – the Credit Card Holder will be required to repeatedly register the Erste MobilePay application and the credit card. If the Credit Card Holder forgets or loses the mPIN, or if it comes to a third party's attention, it is necessary to register the Erste MobilePay application repeatedly, and to select a new mPIN. The mPIN is a secret code which is only known to the registering Credit Card Holder, and is not known to third parties, including the Bank, and therefore the Bank itself is not in the position to disclose it.

Following the registration of the Erste MobilePay application, the Credit Card Holder will also be required to register his or her credit card. The Bank will charge the fee stated in the Announcement as in force at any time for the registration of the card. During the course of the registration of the card, the Credit Card Holder will be required in the first step to enter the card number, the name displayed on the card, the expiry of the card, the three-digit code displayed on the back of the card (CVV2, CVC2), and a card name of his or her choice (max. 10 digits). Following the entry of the card data, the Bank will generate a four-digit registration code, by entering which the Credit Card Holder can successfully close the registration of his or her card. The Bank will send the registration code in a CardGuard SMS text message if the CardGuard SMS service is attached to the credit card intended to be registered. Additionally, the registration code can also be found under the appropriate menu item of NetBank / MobilBank, provided that the Account Holder has access to the Erste NetBank / MobilBank service (in the case of Erste NetBank: Account history, in the case of Erste MobilBank: Transactions), as well as on the credit card account statement.

If the Credit Card Holder's credit card is renewed, replaced or regenerated, the Credit Card Holder will be required to delete the expired credit card under the appropriate menu item of the application, and to register the renewed card. The Bank will be entitled to charge the fee at the rate determined in the Announcement for the registration of the card in any instance.

#### 2.19.4. Transaction types

The Credit Card Holder may use the following services via the Erste MobilePay application. For the use of the services, the initiation of any payment transaction by the Credit Card Holder and the execution thereof by the Bank, it is necessary in every instance to enter the secret mPIN in the Erste MobilePay application, by virtue of which the Credit Card Holder will approve the initiated bank card payment order. The entry of the mPIN upon the submission of the transaction will qualify as the approval of the payment order initiated by the Credit Card Holder.

##### 2.19.4.1 Bill payment:

By using the Bill payment function, the Credit Card Holder may initiate the payment of his or her cash transfer orders (yellow or white service provider bills). The transaction will be charged to the credit account attached to the credit card.

##### 2.19.4.2 Motorway toll purchase:

By using this function, the Credit Card Holder may purchase a motorway toll that is valid for the territory of Hungary.

Subject to the entry of the relevant billing details, the Credit Card Holder may request Cardnet Kártyarendszerek és Szolgáltatások Zrt. (hereinafter referred to as „Cardnet”) to issue electronic or paper-based invoices in connection with motorway toll purchase transactions and to send them to him/her electronically or by mail. Cardnet Zrt. may charge a fee for the issuance of the invoices (based on its GTC as in force at any time), which will be debited by the Bank from the Account Holder's credit card and forwarded to Cardnet Zrt.

##### 2.19.4.3 Parking

By using this function, the Credit Card Holder may pay for parking services to the debit of the Credit Card Settlement Account attached to the credit card in the service territory of Cardnet Zrt.

The parking fee can be paid against the entry of the GPS position, or if there is no GPS connection or the Credit Card Holder does not wish to activate it, against the entry of the parking zone code. Parking in the service territory of Szegedi Közlekedési Kft. is an exception to this rule, in which case only a zone code which can be clearly assigned to one of the parking ticket types can be entered. The Credit Card Holder may find the relevant information thereon in the Erste MobilePay application.

When parking begins, the amount corresponding to the maximum parking time valid for the given zone (but maximum 4 hours) and the convenience fee charged by Cardnet Zrt. are shown to the Credit Card Holder in the Erste MobilePay application, then it is blocked on the Credit Account after being approved by the Credit Card Holder. When parking is stopped, the blocked amount is released and the amount corresponding to the actual parking time and the convenience fee are debited to the Credit Account. You may seek information about the amount of the convenience fee of Cardnet Zrt. from the relevant GTC of Cardnet Zrt. Upon successfully stopping parking, the Card Holder receives a 'Parking stopped successfully' message within the Erste MobilePay application. New parking is only possible after this message has been received.

Parking in the service territory of Szegedi Közlekedési Kft. is an exception to this rule, in which case only parking tickets can be purchased, and there is therefore no „termination of parking” function, and a new parking ticket can also be purchased if the Credit Card Holder holds a valid parking ticket. Upon the purchase of the parking ticket, the actual amount of the purchase and the convenience fee will be blocked and debited from the credit account.

#### 2.19.4.4 Mobile balance top-up:

By using the Erste MobilePay application, the Credit Card Holder can also top up his or her mobile telephone balance in the case of Telekom, Telenor and Vodafone top-up cards.

#### 2.19.4.5 Wire transfer:

By using this function, the Credit Card Holder may send money from his or her credit account to a 3rd party's account.

The Credit Card Holder may give a transfer order from his or her credit account with his or her credit card. The transfer order can be initiated after the selection of the beneficiary's Mobile Telephone Number in the absence of the beneficiary's account number.

-Execution of transfer order if the beneficiary has the Erste MobilePay application: The beneficiary will receive notification from the Bank within the Erste MobilePay application of the initiation of the transfer order. Following receipt of the notification, the beneficiary may select in the application his or her bank card or may enter the account number (payment account kept with any Hungarian payment service provider), together with the account holder's name, onto which he/she wishes to receive the transfer. After the entry of the data, the beneficiary will approve the receipt of the transfer by entering his or her own mPIN, of which the Bank will send notification to the Credit Card Holder initiating the transfer order in the application. The beneficiary will be required to enter the data necessary for the receipt of the transfer within three calendar days of the receipt of the notification regarding the initiation of the transfer in order for the transfer order to be executed. If this time limit is not observed, the Bank will not execute the transfer.

-Execution of transfer order if the beneficiary does not have the Erste MobilePay application:

The Bank will send an SMS text message to the beneficiary's Mobile Telephone Number selected by the sender Credit Card Holder to the effect that money is intended to be wired to him/her. In the SMS text message the Bank will inform the beneficiary of the address of a website which serves for the entry of the beneficiary's details and will send a transaction code which the beneficiary will be required to enter for identification purposes. The transaction code will be valid for 3 calendar days. The beneficiary will be required to enter via the website the Mobile Telephone Number to which the SMS text message was sent and the transaction code within the stipulated time limit. If the beneficiary enters these details erroneously three times consecutively, the execution of the transfer order will be refused. Following the correct entry of the details, the Bank will inform the beneficiary on the website of the name of the transferor and the amount of the transfer. Following this, the beneficiary will be required to enter the account number (a payment account kept with a Hungarian payment service provider), together with the account holder's name, onto which he/she wishes to receive the transfer. If the beneficiary enters the data necessary for initiating the transfer within 3 calendar days, the Bank will send a notification to the transferor via the Erste MobilePay application regarding the receipt of the transfer, and the beneficiary's name and account number. The transferor Credit Card Holder will approve the execution of the transfer order by selecting the credit card and entering the mPIN. The transferor Credit Card Holder will be required to approve the transaction within 3 calendar days of notification; in the absence of his or her approval the Bank will not execute the transfer order.

For interest purposes, the above credit card transactions used within the framework of the Erste MobilePay service will qualify as card purchase transactions. The rules of any purchase refunds or point collection attached to these transactions are stated in the relevant Terms of Participation attached to the given credit card products as in force at any time. Upon the authorisation of the card transactions, the credit card daily purchase limit and the transaction number limit will be taken into consideration, and the transactions will be charged to the Account Holder's credit card account. In addition to the credit card daily purchase limit, a transaction limit of the amount stated in the Announcement will be set for the Wire Transfer transaction type.

## 2.20. MasterCard MoneySend transaction

A transaction for sending money between bank cards. The sender and recipient of the funds can only be the holder of a MasterCard or Maestro bank card issued by a member bank that is authorised by MasterCard to provide this service. The amount of the transaction will be charged to the bank account attached to the sender bank card and will be credited onto the credit account attached to the recipient credit card.

Receipt of MoneySend transaction:

It is possible to receive funds with MasterCard-type credit cards issued by the Bank. Credit cards carrying the VISA logo cannot be used for receiving MasterCard MoneySend-type transactions. The Bank fulfils the function of recipient upon the launch of the service.

### 2.20.1.1. Rules relating to the settlement and crediting of MasterCard MoneySend transactions

#### 2.20.1.1.1 Settlement of Transactions received in forints (HUF):

The amount of a transaction authorised by the Bank which is initiated with a bank card in forints (HUF) and is received on a (forint-based) credit card issued by the Bank will be credited onto the credit account attached to the recipient credit card on the day of processing by the Bank, based on the authorisation of the transaction by the Bank (not including transactions refused under Clause III.2.20.1.2).

2.20.1.1.2. Execution and settlement of transactions initiated in a currency other than the forint (HUF):

The amount of a transaction authorised by the Bank which is initiated with a bank card in a currency other than the forint (HUF) and is received on a (forint-based) credit card issued by the Bank will be credited onto the credit account attached to the recipient credit card on the day of processing by the Bank, based on the authorisation of the transaction by the Bank, as set forth in Clause IV. 2.1 (not including transactions refused under Clause III. 2.20.1.2).

2.20.1.2. The Bank may refuse the crediting of all MasterCard MoneySend-type transactions authorised by it which:

- do not comply with the Bank's rules relating to fraud management, and the prevention of money laundering and of the financing of terrorism,
- are declared by the Bank as suspected of fraud.

MasterCard MoneySend-type credit transactions received on a credit card do not qualify as repayments.

2.21. Credit card instalment payment services (Equal Payment Plan, Automatic Equal Payment Plan, Loan on Phone, Loan on Phone Supplement)

Equal Payment Plan – denotes a supplementary service attached to the Credit Card, based on which the Main Card Holder has the possibility to repay the amount of a Purchase of his or her choice which fully satisfies the conditions determined in the Announcement in multiple equal instalments at a lower interest rate than the Interest payable on the amount of the Transactions, based on the Bank's approval.

Automatic Equal Payment Plan: denotes a service, which is enabled for the Main Card Holder, as part of which the amounts of Purchases and/or Cash Withdrawals in excess of the amount named by the Main Card Holder and approved by the Bank via Erste TeleBank may be repaid in multiple equal instalments at a lower interest rate than the Interest payable on the amount of the Transactions, within the limit determined in the Announcement.

Loan on Phone – denotes a supplementary service attached to the Credit Card which may be requested via Erste TeleBank and based on which the Account Holder has the possibility to initiate a transfer to any domestic account of his or her choice which fully satisfies the conditions determined in the Announcement, based on the Bank's approval, and to repay the amount of the transfer in multiple equal instalments at a lower interest rate than the Interest payable on the amount of the Transactions or furthermore denotes a supplementary service attached to the Credit Card which may be requested via Bank' agents and based on which the Account Holder has the possibility to initiate a transfer to any domestic account of his or her choice, by spend the transferred amount for refinancing, which fully satisfies the conditions determined in the Announcement, based on the Bank's approval, and to repay the amount of the transfer in multiple equal instalments at a lower interest rate than the Interest payable on the amount of the Transactions

Loan on Phone Supplement (hereinafter referred to as „Supplement”) – denotes a supplementary service, provided beyond the Loan on Phone service attached to the Credit Card Account, based on which the Main Card Holder has the possibility – with the approval of the Bank – to initiate a transfer transaction via Erste TeleBank from the Credit Card Account to any other domestic account, to the debit of the amount of the Credit Line determined by the Bank, which fully satisfies the conditions determined in the Announcement, and to repay the amount thereof in multiple equal instalments at a lower interest rate than the Interest payable on the amount of the Transactions. In this case, the amount of the newly requested Loan on Phone will be added to the outstanding principal amount of any former Loan(s) on Phone by the Bank, and this amount will thereafter be recorded by the Bank as a single debt.

The Supplement will be disbursed in such a way that the Bank will raise the amount of the previously existing Loan on Phone by the amount of the Supplement, and will then transfer the amount of the Supplement in accordance with the Main Card Holder's instruction.

The Bank will thereafter record the former amount of the Loan on Phone raised by the amount of the Supplement as the Loan on Phone.

2.21.1. The Bank will determine the terms and conditions of the individual Credit Card instalment payment services in the Retail Credit Announcement, including the following inter alia: minimum amount(s) of individual Transaction(s), possible terms, governing interest rates and annual percentage rate, and in the case of the Automatic Equal Payment Plan, the term of the availability of the supplementary service.

2.21.2. The Credit Card instalment payment service can only be requested by the Account Holder via TeleBank, - Equal Payment Plan can be requested via Erste NetBank - with the proviso that any purchase made both by the Account Holder and the Supplementary Card Holder may constitute the subject-matter of the Equal Payment Plan and the Automatic Equal Payment Plan, provided that the full amount of the purchase covered by the request does not exceed the amount of the Credit Line and the purchase satisfies the conditions applicable to the Equal Payment Plan and/or the Automatic Equal Payment Plan.



The transfer of a given purchase to the Equal Payment Plan – but not the Automatic Equal Payment Plan – may be requested upon the entry in the books by the Bank of the given purchase, at the earliest, and by the payment deadline stated in the Account Statement which contains the Transaction, at the latest. If the Equal Payment Plan is set for a purchase between the Transaction Accounting Date and the Payment Deadline, it is sufficient to repay the amount of the Credit Line Drawn determined on the Accounting Date less the amount of the Equal Payment Plan before the Payment Deadline for ensuring that no interest is charged on purchases recorded in the given Settlement Period. It is necessary to pay the Minimum Amount Payable even in this case.

Upon requesting the Automatic Equal Payment Plan, the Account Holder will determine the minimum amount of the purchase to be transferred to the Automatic Equal Payment Plan between the limits stated in the Retail Credit Announcement and the term of the repayment.

- 2.21.3. There is no need for submitting a separate document for requesting the Credit Card instalment payment service. By requesting the service, the Account Holder simultaneously also declares that (i) before requesting the service, he/she fully familiarised himself/herself with the terms and conditions laid down in the present GTC and the Retail Credit Announcement with respect to the given Credit Card instalment payment service (in particular: a) subject-matter of contract, b) the annual percentage rate expressed in percentage, and the list and amounts of any further charges that are not taken into consideration upon the calculation of the annual percentage rate, c) all charges related to the contract, including interest, commissions, and the values thereof expressed in percentage per annum, d) a detailed description of the conditions and circumstances, upon the emergence of which the annual percentage rate may be subject to change, e) the number and amounts of the instalments, the repayment dates, and f) the designation of the required collateral, if any), and that (ii) he/she expressly accepts them without any reservation.
- 2.21.4. The Bank will assess the request and will forthwith notify the Account Holder of the outcome of the assessment, including the conditions of repayment if the request is approved. The Bank will also confirm the details of the Credit Card instalment payment service in the next Account Statement in writing, and will send a written confirmation of the approval of the Credit Card instalment payment service. The Bank will decide on the request solely on the basis of the terms and conditions applicable to the Equal Payment Plan, the Automatic Equal Payment Plan or the Loan on Phone service, as well as its own credit assessment and other internal rules, and if the request does not satisfy the relevant conditions or the Bank's credit assessment requirements or internal rules, the Bank may refuse the request.
- 2.21.5 The amount of the Purchase(s) or Cash Withdrawal(s) included in the Equal Payment Plan and the Loan on Phone service will be repayable in equal monthly instalments containing both the principal and any due interest debt, according to the annuity rules. The due dates of the individual Equal Payment Plan or Loan on Phone instalments will coincide with the Payment Deadlines determined in the Account Statement for the given Settlement Period. During the term of the Equal Payment Plan or Loan on Phone service, the Minimum Amounts Payable stated in the individual Account Statements also include the amounts of the Equal Payment Plan or Loan on Phone instalments falling due in the given Settlement Period. An Account Holder qualifying as a consumer under the Credit Institutions Act will be entitled to receive a statement of his or her Equal Payment Plan or Loan on Phone debt during the term thereof free of any fees, charges or other payment liabilities.
- 2.21.6. The Main Card Holder has the option of initiating the amendment of the terms and conditions of an Equal Payment Plan (Automatic Equal Payment Plan) or Loan on Phone approved by the Bank which is still in force. The terms and conditions of the Equal Payment Plan (Automatic Equal Payment plan) and the Loan on Phone can only be amended via Erste TeleBank, based the Account Holder's express request. Any positive balance recorded on the Credit Card Settlement Account can only be used for covering any Spending, without increasing the amount of the Credit Line, and does not serve to alter the terms and conditions of the Equal Payment Plan (Automatic Equal Payment Plan) or the Loan on Phone. The subject-matter of the amendment can only extend to the early full or partial repayment of the Purchase(s) or Cash Withdrawal(s) included in the Equal Payment Plan (Automatic Equal Payment Plan) or Loan on Phone, prior to the due date(s) thereof, or to the reduction of the selected term. The conditions attached to as well as the requesting and the approval by the Bank of any such amendment will be duly governed by the provisions of Clauses III. 2.21.1.–2.21.3. In the case of a partial early repayment and the reduction of the term, the Bank will notify the Main Card Holder as laid down in Clause III. 2.21.3, inter alia, of the amount of the debt recorded in the Equal Payment Plan (Automatic Equal Payment Plan) or Loan on Phone, and the amount, number and due date of the amended Equal Payment Plan (Automatic Equal Payment Plan) or Loan on Phone instalments, as well as of the interest and the associated charges. In the case of partial or full early repayment, the Account Holder will notify the Bank of the intended early repayment via Erste TeleBank. Simultaneously with its approval, the Bank will transfer the amount covered by the intended early repayment from the Equal Payment Plan (Automatic Equal Payment Plan) or Loan on Phone to the normal repayment schedule which the Bank will thereafter record as a Purchase (in the case of an Equal Payment Plan arising from a purchase) or Cash Withdrawal made on the day of the transfer, with the proviso that the Bank will charge monthly credit card interest on the amount so transferred – as principal amount – as set forth in the Retail Credit Announcement as of the date of the transfer. The Account Holder will be able to actually repay the amount covered by the intended repayment after the completion of the transfer, in accordance with the general rules.
- 2.21.7. In the event of the use of the Loan on Phone service(s), the Account Holder also has the option of using further Loan on Phone services via Erste TeleBank in addition to that/those already used. In this case, the amount of the newly requested Loan on Phone will be added to the outstanding principal amount of any

former Loan(s) on Phone by the Bank, and this amount will thereafter be recorded by the Bank as a single debt.

- 2.21.8. If (i) the Account Holder fails to meet any of his or her payment obligations related to the Credit Card instalment payment service in accordance with the terms of the contract, in particular: (i) fails to pay any instalment or fails to pay any instalment in its entirety at the due date, or (ii) violates any other payment obligation existing on the basis of the Credit Card Contract, further if (iii) a change occurs subsequently, on the basis of which – with regard to the terms and conditions relating to the Credit Card instalment payment service and the Bank’s own credit assessment and other internal rules – the Account Holder would not have been eligible for the Credit Card instalment payment service in the first place, or the Bank would have refused the Account Holder’s application for the Credit Card instalment payment service as a matter of course, the Bank will, as of the date of such deficiency or breach coming to its attention, become entitled to record the Purchase(s) and/or Cash Withdrawal(s) concerned / the principal part of the instalment of the Instalment Payment Services affected by the delay within the normal repayment schedule that is applicable to the credit card under the present GTC, and in the case of an Automatic Equal Payment Plan, to terminate the service. In this case, as of the date of the actual replacement of the Purchase(s) and Cash Withdrawal(s) concerned – i.e. the principal amount of the Equal Payment Plan (Automatic Equal Payment Plan) and of the Loan on Phone as well as the part thereof affected by the delay – within the normal repayment schedule and credit interest calculation applicable to the credit card, the Bank will charge the monthly credit interest and default interest on this amount as stated in the Announcement. The Bank will notify the Account Holder of the cessation of the Equal Payment Plan (Automatic Equal Payment Plan) or Loan on Phone in the Account Statement.
- 2.21.9. If the Credit Card Contract is terminated for any reason, the Credit Card instalment payment service, too, will be automatically terminated, in which case the full amount recorded in the Equal Payment Plan and Loan on Phone – i.e. both any Purchase(s) and Cash Withdrawal(s) and the related interest and fees – will fall due and repayable in one sum at the time of the cessation of the Credit Card Contract. If the Bank does not renew the Account Holder’s Card, the full amount recorded in the Credit Card instalment payment services – i.e. both any Purchase(s) and the related interest and fees – will be repayable under the conditions applicable to the Equal Payment Plan (Automatic Equal Payment Plan) or Loan on Phone, with the proviso that the Automatic Equal Payment Plan will cease as of the day of the expiry of the Credit Card.
- 2.21.10. In case the credit card instalment payment service was intermediated by an Erste Bank tied intermediary: The name of the intermediary is eSense Zrt. (Head office: 1138 Budapest, Madarász Viktor utca 47-49.). During the intermediary service the tied intermediary acts on behalf and represents the interests of the Bank and is entitled to intermediary fees. The supervisory authority is the National Bank of Hungary (NBH), (address: 1013, Budapest, Krisztina krt. 39., mailing address: 1534, Budapest BKKP Postafiók: 777., main telephone: (36-1) 4899-100) Those tied intermediaries that are registered in the registry of the Authorities are granted permission for providing intermediary services. The registry is accessible at [https://alk.mnb.hu/bal\\_menu/piaci\\_szereplok/nyilvantartasok/penz\\_kozv\\_lekerdezo](https://alk.mnb.hu/bal_menu/piaci_szereplok/nyilvantartasok/penz_kozv_lekerdezo). The information about complaint handling concerning the tied intermediaries and the consumer protection competence of the NBH may be fully reached at [www.erstebank.hu](http://www.erstebank.hu) in the complaint handling manual under the Consumer Protection link. In the event of legal disputes concerning the validity, legal effect and termination of instalment payment services, furthermore concerning the breach of contract and its legal effect the [Hungarian Financial Arbitration Board](#) has competence as an independent establishment operated by the NBH (mailing address: 1525 Budapest Pf. 172; phone number: 06-1-489-9700 or 06-80-203-776; email address: [ugyfelszolgalat@mnb.hu](mailto:ugyfelszolgalat@mnb.hu)), or you can file in a claim to the court according to the legal provisions civil procedural law.

### 3. Validity and renewal of the Credit Card

- 3.1. The date of expiry of the Credit Card can be found on the front of the Credit Card in the form of the designation of month/year. The Credit Card will be valid until 12.00 a.m. (midnight), Hungarian time, of the last day of the month of expiry.
- 3.2. The Bank will automatically provide for renewing the expiring Main Card and Supplementary Card, unless the Account Holder and the Supplementary Card Holder give an instruction to the contrary in writing with respect to the renewal of the Supplementary Card by the last day of the month preceding the expiry by two months. The Credit Card Holder’s instruction must be received by the Bank by the deadline stated above. If the Credit Card Holder’s (Account Holder’s) written instruction is received by the Bank beyond this date, the costs of the issuance of the renewed Credit Card (annual card fee) will lie with the Account Holder. The Main Card attached to the Credit Card can be terminated as set forth in Clause II. 3.3.3 of the present GTC. The renewed credit card may be used until the date of expiry displayed thereon.
- 3.3. Unless instructed otherwise, the Bank will forward the renewed Credit Card to the address stated by the Credit Card Holder by mail.
- 3.4. The Bank will enable the Credit Card Holder to receive the renewed Credit Card within the term of validity of the expiring Credit Card.
- 3.5. In the case of a renewed Credit Card, the PIN of the new Credit Card will be the same as the PIN of the expired Credit Card.

#### 4. Regeneration of the Credit Card

- 4.1. The regeneration of the Credit Card can be requested if
- a) the Credit Card is not suitable for use according to its designated purpose (the plastic card, the magnetic stripe or the chip becomes damaged or the data necessary for its use cannot be scanned),
  - b) the Credit Card Holder's name has changed.

The regenerated credit card can be used until the date of expiry displayed thereon.

- 4.2. The regeneration of the Credit Card may be requested in writing, in any of the bank branches the regeneration of PIN maybe requested in writing in any of the bank branches or via Erste NetBank. The Bank will charge a fee for the regeneration of the Credit Card or the PIN.
- 4.3. The Credit Card Holder will ensure that the invalid (e.g. expired, terminated) Credit Card will not enter into a third party's possession, will destroy the same (through the physical invalidation of the magnetic stripe or chip), will render the Credit Card unsuitable for the execution of transactions, and will render the data contained in the Credit Card unrecognisable. The Bank will not accept any responsibility for failure to meet this obligation. If the Credit Card Holder or a third party causes the Bank any loss with the expired Credit Card, the holder of the Credit Account attached to the Credit Card will reimburse the Bank for any such loss.
- 4.4. Unless instructed otherwise, the Bank will send the regenerated Credit Card to the Card Holder by mail.
- 4.5. The regenerated Credit Card will be governed by the provisions of Clauses III. 1.4 - 1.9 of the present GTC.

#### 5. Obligation to notify, liability and cancellation of the Credit Card

- 5.1. During the course of the use and safe keeping of the Credit Card, the Card Holder will proceed as may be expected in the given case in general, and will in particular report to the Bank forthwith and initiate the cancellation of the Credit Card if he/she loses the Credit Card, the Credit Card has been stolen or otherwise removed from his or her possession, and/or the PIN (in the case of Erste MobilePay, the mPIN) or the details of the credit card come to an unauthorised third party's attention, or if they are removed from the Card Holder's custody, and further if a payment transaction was initiated with the Credit Card through the Erste MobilePay application in the case of the Erste MobilePay service without authorisation/approval, or if there is an unauthorised transaction on the credit account or on the credit card account statement.
- 5.2. A cancellation request may be filed by the Account Holder or the Credit Card Holder:
- a) during the customer service hours in person, in the Bank's network unit;
  - b) at any time (around the clock) by telephone via the Bank's telephone customer service.
- 5.3. The Account Holder and the Bank may initiate cancellation with respect to all the credit cards attached to the Credit Account; however, the Credit Card Holder may only initiate cancellation with respect to his or her own bank card. If the Account Holder or the Credit Card Holder is not in the position to initiate cancellation, a third party may initiate the temporary blocking of the credit card. If the Bank notices unusual Transactions, it may temporarily block the Credit Card. In the event of temporary blocking, the Bank will maintain the blocking in the interest of the Account Holder or the Credit Card Holder's security until the Account Holder or the Credit Card Holder's express instruction initiating the release of the blocking or the cancellation of the credit card, and will suspend the use of the Credit Card during this period. The Credit Card Holder may only arrange for releasing the blocking of the Credit Card only if the Credit Card has not been removed from the Credit Card Holder's possession. The Bank hereby excludes its responsibility for any loss that the Account Holder and/or the Credit Card Holder may sustain through the cancellation or blocking.
- 5.4. The Bank may charge a fee as stated in the Announcement for the cancellation of the Credit Card.
- 5.5. The Credit Card may be cancelled or blocked at the following telephone numbers:  
Around the clock from Hungary or abroad: 0036 1 302 58855.5. In the event of cancellation, the Credit Card Holder or in his or her absence, a third party is required to state precisely the details requested by the Bank which are contained in the Credit Card Contract and/or relate to the last use of the Credit Card (place, time, circumstances).
- 5.6. The Bank will not accept responsibility for any loss that may arise from the erroneous communication of data, a request filed by an unauthorised person or the measures adopted on the basis thereof, and any loss arising from the above will lie with the Credit Card Holder.
- 5.7. The Bank will be entitled to make sound recordings of the report filed at the telephone number(s) stated in Clause III. 5.4 without specifically notifying the Credit Card Holder thereof on a case-to-case basis, and to use the same as evidence in any legal dispute related to the cancellation of the Credit Card.
- 5.8. The Bank will keep records of the reports filed which will provide for the substantiation of the dates and contents of such reports for a period of 18 months. The Bank will issue a certificate of the report filed – on a single occasion with respect to one and the same report – free of charge at the Account Holder's or Supplementary Card Holder's request.

- 5.9. The Bank will record the time of the report according to the time at its head office.
- 5.10. A report will qualify as duly filed if it was filed by the Account Holder or the Credit Card Holder, and the data requested by the Bank was supplied. If a third party initiates the cancellation of the Credit Card, the Credit Card will be blocked on a temporary basis as set forth in Clause III. 5.3.
- 5.11. Based on the report, the Bank will provide for the cancellation of the Credit Card.
- 5.12. The risk of cancellation and the loss which may arise from the fact that the cancelled Credit Card can no longer be used will lie with the Account Holder or Supplementary Card Holder.
- 5.13. The Account Holder/Supplementary Card Holder hereby accepts that in the event that the cash substitution payment instrument or personal authentication data is stolen or used without authorisation or fraudulently, it is recommended to file a criminal report with the competent investigative authorities.
- 5.14. Liability for damage arising from the unauthorised use of cash substitution payment instruments
- a) Any loss that may arise from the unauthorised use, loss or theft of the cash substitution payment instrument prior to the filing of the report will lie with the Account Holder up to the limit of fifteen thousand forints, and with the Bank in excess thereof.
  - b) Following notification, the Bank will bear any damage in respect of unapproved card transactions and payment orders, which are made through the use of a cash substitution payment instrument removed from the possession of or stolen from the Account Holder/Credit Card Holder, or arise from the unauthorised use of such cash substitution payment instrument.
  - c) No liability lies with the Account Holder even to the amount of up to HUF 15,000 from the unauthorised use, loss or theft of the cash substitution payment instrument before notification if:
    1. the Account Holder/Credit Card Holder could not detect the theft, removal from his or her possession or unauthorised use of the cash substitution payment instrument before the execution of the payment transaction; or
    2. the damage was caused by the act or omission of the Bank's employee, money transaction broker or outsourcer; or
    3. the Bank did not require strong customer authentication for approving the given payment transaction; or
    4. the damage was caused by a customised procedure considered a cash-substitute payment instrument, which involved the use of information technology equipment or a telecommunication device, or the cash-substitute payment instrument was used without personal authentication data; or
    5. the Bank did not provide a possibility for reporting or blocking.
  - d) The Bank will be exempt from the above responsibility if it proves that the loss sustained in connection with the unapproved payment transaction was caused by the Account Holder/Credit Card Holder in a fraudulent manner or through the wilful or grossly negligent violation of his or her obligations prescribed in the present GTC with respect to the safe use of the cash substitution payment instrument or the personal identification data, or the loss was caused by a circumstance beyond its control and unforeseen at the date of conclusion of the contract, and the Bank was not expected to avoid the circumstance or to avert the loss.
- 5.15. For the purposes of the GTC, the following will in particular qualify as wilful or grossly negligent practice:
- a) if the Credit Card and PIN (in the case of Erste MobilePay, mPIN) were handed over or transferred to an unauthorised third party, or were made available or accessible to an unauthorised third party in any other manner,
  - b) if the PIN (in the case of Erste MobilePay, mPIN) was kept in the same place as the Credit Card, or in the case of Erste MobilePay, the mPIN was kept on a mobile phone in a way that was accessible to unauthorised third parties,
  - c) if the PIN – or in the event of the use of the Internet Purchase Confirmation SMS Code service, the Internet Purchase Confirmation SMS Code, or in the case of Erste MobilePay, the mPIN – or the Credit Card was taken possession of or stolen by an unauthorised person, provided that this happened due to a wilful or grossly negligent practice on the Credit Card Holder's part, in particular, if this happened due to the fact that the room or device used for the storage of the Credit Card was left unattended,
  - d) failure to meet the obligations of reporting and cancellation prescribed in Clause III. 5.1, 5.2 and 5.3, or the belated or incomplete fulfilment of these obligations,
  - e) if a report was not filed forthwith with the investigating authorities as prescribed above,
  - f) violation of the provisions set forth in the GTC (e.g. Clause III.1.13) with respect to the safe use of the Credit Card according to its designated purpose,
  - g) if it comes to the Credit Card Holder's attention – through information obtained via electronic channels, in particular: SMS transaction notification or Account Statement – that a transaction was

carried out with his or her Credit Card by an unauthorised third party and he/she fails to bring this fact to the Bank's attention forthwith,

- h) failure to meet the obligation of signing the Credit Card set forth in Clause III.1.7,
  - i) if a transaction not acknowledged by the Account Holder or the Credit Card Holder was carried out with the use of the PIN (in the case of Erste MobilePay, the mPIN) which verifies that the Credit Card Holder violated the provisions relating to the safe keeping of the PIN (in the case of Erste MobilePay, the mPIN),
  - j) if the Card Holder enables third parties to initiate Internet purchase Transactions with the Internet Purchase Confirmation SMS Code;
  - k) if an undesired Transaction is approved through the entry of the Internet Purchase Confirmation SMS Code (a practice of this nature is in particular if the Internet Purchase Confirmation SMS Code was entered during the course of the Internet purchase despite the fact that the details of the SMS message in which the Internet Purchase Confirmation SMS Code was stated did not conform to the specifications of the Transactions intended to be initiated by the Card Holder).
- 5.16. A cancellation cannot be revoked, and an already cancelled Credit Card cannot be used any further if it is relocated. The Bank will issue a new or replacement Credit Card to the Account Holder or Supplementary Card Holder after cancellation if requested by the Account Holder.
- 5.17. The Bank will be entitled to cancel a Credit Card:
- a) in the event of the cessation of the Credit Account, upon termination, simultaneously with termination,
  - b) if any information comes to its attention regarding the loss or theft of the Credit Card, or the suspicion of fraudulent circumstances or abuse emerges in connection with the Credit Card and the Credit Card was not cancelled,
  - c) in the case of any doubt regarding the user's identity or authorisation during the course of the use of the Credit Card at an Acquiring Place.
- The Bank will notify the Account Holder of the blocking and the causes thereof forthwith, no later than after the blocking, or in SMS if the Account Holder has SMS notification associated with the card (CardGuard or Credit Card Alert) unless the obligation of notification jeopardises the Bank's security or if the fulfilment of the obligation of notification is precluded by law.
- 5.18. The Account Holder may request the replacement of the Credit Card if the Credit Card Holder or the Account Holder previously requested the cancellation of the Credit Card.
- 5.19. The replacement of the Credit Card may be requested in writing, in any bank branch. The Bank may charge a fee for the replacement of the Credit Card.
- 5.20. In the case of the replacement of the Credit Card in connection with a cancelled Credit Card – Clause III. 5.20 – the new Credit Card will be issued with a card number that is different from that of the cancelled Credit Card, and a new PIN will be assigned to it.
- 5.21. The Bank will place the replacement Credit Card and the PIN attached thereto at the Card Holder's disposal as set forth in Clauses III.1.2.-1.5.
- 5.22. For the purposes of the replacement Credit Card, the provisions set forth in Clauses III. 1.4-1.9 of the present GTC will govern.

## 6. Receipt and returning of withdrawn Credit Cards

- 6.1. A withdrawn Credit Card may be restored to its holder if
- a) the cause of its withdrawal was not cancellation,
  - b) it has not been invalidated.

The method of withdrawal is determined by the rules of the operator of the ATM. According to these, in some instances it may be necessary for the Account Holder or Credit Card Holder to cancel the Credit Card.

- 6.2. A withdrawn Credit Card can only be returned to the Account Holder or Credit Card Holder.
- 6.3. If the Credit Card Holder does not seek the returning of the withdrawn Credit Card within 3 business days, the Bank will be entitled to cancel the same.

## 7. Disclosure of information, administration of complaints, correction, reimbursement

- 7.1. The rules regarding the administration of complaints (options for the submission of complaints, deadline for responding to complaints, complaint administration procedure, etc.) and the available legal remedies are laid down in the Bank's Business Rules.
- 7.2. A complaint submitted by the Credit Card Holder will not defer the fulfilment of any of his or her payment obligations towards the Bank.

- 7.3. The Credit Account cannot be terminated until the conclusion of the investigation of the complaint if the amount of the disputed transactions was credited onto the Credit Account on a preliminary basis during the term of the investigation of the complaint.
- 7.4. The Bank and the Account Holder hereby agree that the Account Holder may initiate with the Bank the correction of a payment transaction which was not approved or was approved, but was executed by the Bank erroneously, or the correction of an erroneously initiated payment transaction forthwith after the execution of the payment transaction, but within 13 months after the execution of the given payment transaction, at the latest. If there is no calendar day identical with the date of performance in the month of expiration, the deadline will expire on the last day of the month. The Account Holder may submit his or her correction request in writing, addressed to the credit card account keeping bank branch, subject to the enclosure therewith of the certificates generated by the ATM, POS or any other acquirer that are necessary for the assessment of the request. In the case of a complaint related to a contactless payment transaction, if no certificate was printed during the course of the transaction, the complaint may also be submitted without a certificate. If the Account Holder fails to place at the Bank's disposal the data and documents necessary for the assessment of the request after the Bank's notice within 15 calendar days of the receipt of the Bank's notice by the Account Holder, the Bank may refuse the request without the investigation thereof and any further measure. The Bank will credit any amount reimbursed in connection with the correction request onto the Credit Account.
- 7.5. In the case of payment transactions (e.g. collection, card transactions) initiated by or through the Account Holder and approved by the Account Holder/Supplementary Card Holder where the method for determining the amount payable is known, but the amount actually payable cannot be determined in advance (card reservation, e.g. payment for accommodation, car rental, etc.), including payment orders where the payer authorises the payee upon the submission of the payment order to debit any subsequent charges, the Account Holder will be entitled to submit his or her request for reimbursement under Section 46 of Act LXXXV on the Provision of Payment Services (Payment Services Act) in writing, in the account keeping bank branch, subject to the enclosure of the documents necessary for the assessment of the request and proving the existence of the conditions defined by law, in particular, the invoices and certificates verifying the card transaction. The Bank will investigate the reimbursement claim and the documents serving as the basis thereof, and will decide on the refusal or refunding of the claim. If the Account Holder submitted the claim belatedly, the Bank will refuse the claim without the investigation thereof. The Bank is not required to reason its decision. The Bank is entitled to request further documents and information from the Account Holder during the course of the investigation of the claim. The Account Holder will not be entitled to a refund if he/she granted the Bank his or her approval relating to the card transaction and the Bank or the beneficiary fulfilled its obligation of prior notification relating to the card transaction 28 days before the due date of the card transaction, and further if the head office of the beneficiary's payment service provider is not located in the territory of an EEA Member state.
- 7.6. If the payment transaction involving a request for correction was initiated by using payment initiation services, the payment initiation service provider shall prove that the payment transaction was accurately authenticated and recorded within its responsibilities and its performance was not hindered by a technical failure of the money transaction services provided by it or a breakdown.
- 7.7. The amount to be reimbursed is equal to the total amount of the completed payment transaction. The credit value date for the Credit Account is the same as the debit date of the payment transaction.

#### **IV. PROVISIONS RELATING TO CREDIT ACCOUNTS**

1. Credit Line attached to the Credit Account
- 1.1. The Credit Line attached to the Credit Account may be used with the Credit Card attached to the Credit Account.
- 1.2. The Bank will automatically settle the transactions carried out with the Credit Card as well as the interest, default interest, fees, charges and commissions associated with the Credit Card and the Credit Account on the Credit Account as Credit Line Drawn in accordance with the terms of the Announcement, and will settle the credits received in the form determined in Clause IV.6 of the GTC to the credit of the Credit Account. Transactions received to the debit of the Credit Account will increase the Credit Line Drawn, while transactions received to the credit of the Credit Account will reduce the amount of the Credit Line Drawn.
- 1.3. It is the Credit Card Holder's duty to ensure that the Credit Line Drawn should not for any reason exceed the Credit Line. The Credit Card Holder may only carry out transactions up to the amount of the Available Credit Line.
- 1.4. The Credit line is revolving, i.e. any amounts repaid from the Credit Line Drawn will increase the amount of the Available Credit Line following the crediting thereof onto the Credit Account.
- 1.5. The amount of any Credit Line Drawn not repaid by the Payment Deadline will increase the amount of the Credit Line Drawn of the next Settlement Period.
- 1.6. Maintaining a continuous negative balance on the Credit Account is not a requirement. If the Account Holder makes a payment to the credit of the Credit Account in excess of the amount of the Credit Line Drawn, there will be an Overpayment, and consequently the balance of the Credit Account will be positive.

- 1.7. The Credit Account functions as a settlement account, with the proviso that the Bank will pay no interest on the positive balance thereof, and the long-term maintenance of a positive balance on the Credit Account is not an accepted practice. The amount of the Overpayment is, however, available for covering the transactions related to the Credit Account, without increasing the amount of the Credit Line. Any transactions charged to the Credit Account will first reduce the amount of the Overpayment. The Account Holder will try to avoid overpayment, and in the event of the emergence of an overpayment, will terminate the overpayment, as overpayment on the Credit Card and the execution of transactions (purchases, cash withdrawals etc.) to the debit thereof are not permitted on a long-term basis, and this qualifies as a breach.
2. Settlement of Credit Card transactions
- 2.1. The Bank will provide information for the Account Holder with monthly regularity, on the Accounting Date, in respect of each Settlement Period, by way of Account Statements which will contain the following:
- a) Serial number and date of statement, Settlement Period and date of Account Statement.
  - b) Type of Credit Card and status of Credit Account.
  - c) Identifiers necessary for Direct Debits: identifier of the Bank as Beneficiary and the Account Holder's consumer identifier.
  - d) Information related to the balance of the Credit Account:
    - a. Payment Deadline and Minimum Amount Payable.
    - b. Total Credit Line Drawn.
    - c. Previous monthly outstanding debt and previously monthly payment.
    - d. Amount of Total Credit Line and the Available Credit Line.
    - f. Any amount blocked and method of payment.
    - h. Account number used in the case of bank transfer.
    - i. Amounts of arrears and overdraft.
  - e) If a benefit programme is attached to the Credit Card (e.g. point collection or purchase refunds or Erste Forint collection), the Account Statement will also contain information relating to the benefit programme, not including Erste SuperShop Credit Cards.
  - f) Transactions carried out with the Credit Card, separately for the Main Card and the Supplementary Card, number of Credit Card, date, amount and place of each transaction, amounts of fees/costs charged, and in the case of transactions conducted in a foreign currency, the amount (after conversion) and currency of the original transaction (spending), and:
    - i. in the case of Visa-type bank cards – if the transaction is carried out in a currency other than HUF – the currency of the transaction as settled by the international card company with the Bank, the amount of the transaction, and the value expressed in forints of the foreign currency amount of the transaction so converted (settlement amount) by stating the exchange rate used for the conversion of the foreign currency into forints,
    - ii. in all other cases, the currency of the transaction as settled by the international card company with the Bank, the amount of the transaction, and the value expressed in forints of the amount of the transaction, by stating the exchange rate used for the conversion of the foreign currency into forints, and further in the case of foreign currency cards, the exchange rate necessary for converting the forint amount into the currency of the account.

The value of the exchange rate used for the given card transaction will be demonstrated in the Account Statement as the quotient of the amount of the transaction and the amount settled by the card company in accordance with the rules of the international card companies.
  - g) The interest, fees, charges and commissions charged to the debit of the Credit Account.
  - h) The credits received onto the Credit Account, by stating the amounts and entry dates thereof.
  - i) The details of the Credit Card instalment payment services (Equal Payment Plan, Automatic Equal Payment Plan, Loan on Phone) as at any time:
    - a. Description of product and date of opening.
    - b. HUF amount of transaction.
    - c. Monthly principal amount as at any time.
    - d. Amount of outstanding principal.
    - e. Monthly interest amount as at any time.
    - f. Current month within the term.
    - g. Term.
    - h. Interest rate per annum.
  - j) Queuing orders.
  - k) Non-executed orders.

## 2.2. Methods for the sending of Account Statements:

### 2.2.1. Statement made available electronically in electronic format (e-statement)

If the Account Holder provided his or her email address on the Credit Card application form, the Bank will set 'Sending Electronic Account Statements' for the Account Holder, and the Bank will make available the Account Statement to the Account Holder in Erste NetBank (e-statement). For the purpose of accessing the e-statements forwarded via the Erste NetBank system, the Account Holder must have an Erste NetBank access authorisation with the Bank, NetBank identifier codes, and the technical devices necessary for using Erste NetBank as set forth in the present GTC (hardware, software). The Account Holder may access the e-statements under the corresponding menu item of the Erste NetBank system and may download them in PDF file format.

The form and content of an e-statement are the same as those of the paper-based Account Statement relating to the period stated in the given e-statement, with the proviso that the e-statement does not qualify as an accounting certificate under the accounting regulations, and the Bank therefore marks the e-statement as „Copy”. If the Account Holder needs an original, certified, paper-based accounting certificate which conforms to the accounting regulations, he/she may request one in a bank branch or via Erste TeleBank. The Bank will make such a statement available on a single occasion free of charge, and will send it by mail or it can be collected in person in a bank branch. If there is any discrepancy between the contents of the bank account statement forwarded in electronic format and the original bank account statement made available on paper, the content of the bank account statement made available on paper will govern.

The Account Holder hereby accepts that even if he/she requested electronic Account Statements, the Bank will be entitled to also send paper-based Account Statements to the Account Holder by mail for security or any other necessary reason.

The Bank will not be responsible if it is unable to render the service due to faults in the telecommunication lines or through the fault of the company or person providing the Internet service or any software malfunction, or for any other reason falling beyond the Bank's control, or if the relevant data is received by the Account Holder defectively, incompletely or belatedly, and the Account Holder is, as a result, unable to use the service or is only able to use the service belatedly, or to meet his or her contractual obligations.

In the case of statements sent with respect to credit cards taken over as part of the portfolio transfer, the Bank will terminate the sending of statements by email, and will make the credit card statements available to customers who were previously informed of their statements by email via Erste NetBank.

### 2.2.2. Paper-based statement sent by mail to the Account Holder's mailing address (Postal Statement)

The Bank sends the Account Statement to the mailing address specified by the Account Holder at the Account Holder's request made via NetBank or at a branch or via Erste Telebank. The Account Holder is responsible for ensuring that the Account Statement can be received at the postal address required for sending account statements and for notifying the Bank of any change in his or her mailing address.

### 2.3. The Account Holder will notify the Bank forthwith if he/she does not receive the Account Statement by the 8th calendar day following the closing day of the Settlement Period. In the absence of such notification, the Bank will regard the Account Statement as delivered.

### 2.4. The Account Holder will notify the Bank forthwith if he/she detects unauthorised transactions on the Account Statement. If the Account Holder does not submit a correction request by the deadline determined in Clause III. 7.4, the Bank will regard the contents of the Account Statement as accepted by the Account Holder.

## 2.5. Reversal transactions

### 2.5.1. Refund request in event of transfer made to erroneous account number (recall)

A request for refunding a transfer made to an erroneous account number (recall) will be initiated with the payment service provider from which the erroneous transfer was made.

### 2.5.2. Retransfer

If the Bank receives a refund request (via another payment service provider or, in the case of a transfer within the Bank, from a customer of the Bank) in respect of the amount of a payment order which has already been credited onto the Account Holder's credit account, the Bank will only execute the request if the Account Holder consents thereto in his or her answer to the letter of notification received from the Bank (signed as required with respect to payment orders). The Bank will be entitled to charge a transfer fee as stated in the Announcement for the execution of a refund request.

## 3. Interest on the Credit Account

### 3.1. The Bank will calculate the interest on a daily basis and will charge it to the Credit Account once monthly, on the closing day of the Settlement Period, in relation to the Account Holder's outstanding debt at the rate and in the manner determined in the Announcement as in force at any time.

#### a) Monthly credit interest on purchases

- 1) If the Account Holder pays the full amount of the Credit Line Drawn by the Payment Deadline, the Bank will not charge credit interest on the purchases made during the Settlement Period.



- 2) If the Account Holder does not pay the full amount of the Credit Line Drawn by the Payment Deadline, the Bank will charge credit interest on the purchases made during the Settlement Period as of the book-entry dates of the purchases until the end of the Settlement Period in relation to the amount of the Purchases. The Bank will state and settle the credit interest charged in relation to purchases on the closing day of the Settlement Period following the Settlement Period.
- b) Monthly credit interest on cash withdrawals  
The Bank will charge credit interest on the amount of the cash withdrawal transaction and on the amount of the cash withdrawal fee as of the book-entry date of the transaction until the end of the given Settlement Period, or until the payment thereof in full if this occurs earlier.
- c) Monthly credit interest on the amount of the Credit Line Drawn during the Settlement Period, but not paid by the Payment Deadline.

If the Account Holder fails to pay the full amount of the Credit Line Drawn by the Payment Deadline, the Bank will charge monthly credit interest on the unpaid part of the Credit Line Drawn as of the first day of the next Settlement Period until the date of the payment in full of the unpaid amount.

Interest per annum will be stated in the credit card contract between the Bank and the Account Holder.

The monthly credit interest will be charged regardless of whether the Credit Card Holder repays the amount(s) attached to such Transaction carried out during the given Settlement Period by the Payment Deadline following the given Settlement Period in its entirety or partially.

3.2. The credit interest will be debited on the closing day of the Settlement Period.

#### 4. Determination of the Minimum Amount Payable

- 4.1. The Account Holder will be entitled to decide not to repay the Bank his or her full debt as per the Credit Line Drawn of the Settlement Period. At the same time, the Account Holder will be required to pay the Bank at least a Minimum Amount Payable at the rate determined in the Announcement as in force at any time, as stated in the Account Statement, by the Payment Deadline constituting the closing day of the Grace Period of the duration determined in the Announcement as in force at any time following the Accounting Date, and this amount will be received by the Bank by the Payment Deadline.
- 4.2. If the Account Holder fails to pay the Minimum Amount Payable by the Payment Deadline and the Arrears also exist on the Accounting Date of the next Settlement Period, the Bank will determine the Minimum Amount Payable with respect to the debt not in arrears as the combined amount of the Minimum Amount Payable at the rate determined in the Announcement as in force at any time and the debt in arrears, as well as of the interest, default interest and fees accumulated thereon in the interim.
- 4.3. If the Credit Line is overdrawn, the Minimum Amount Payable will be the higher of the amount determined on the basis of Clause IV. 4.2 and the amount of the Over Limit.
- 4.4. If the Minimum Amount Payable determined as per Clause IV. 4.1-4.3 exceeds the amount of the Credit Line Drawn existing on the Accounting Date, the Bank will determine the Minimum Amount Payable in the amount of the Credit Line Drawn.
- 4.5. If the balance of the Credit Account is in overpayment on the Accounting Date, the Minimum Amount Payable will be zero.
- 4.6. The provisions above will also govern if the Bank reduces the amount of the Credit Line, and the Credit Line Drawn exceeds the Credit Line in consequence of the reduction.

#### 5. Fees, charges and commissions

- 5.1. The Bank will publish the rates of the fees, charges and commissions associated with the issuance and use of the Credit Card and further with the Credit Card and Credit Account as well as the due date and method of the debiting thereof in the Announcement, and will state the debiting of these items in the Account Statement among the transaction items. The exchange rate applicable in the case of the settlement of transactions carried out abroad is stated in the Announcement as in force at any time.

The Bank does not provide any information about fees, charges or other payment obligations incurred outside EEA Member States if the data are not available to the Bank.

#### 6. Method of repayment

- 6.1. Payments may be made to the credit of the Credit Account, including the payment and amortisation of the Credit Line Drawn and the Minimum Amount Payable, as follows:
  - a) By way of a book-entry transfer from a retail forint account kept with the Bank.
  - b) By way of a transfer order from a retail bank account kept with another bank.
  - c) By way of a direct debit order to the debit of a payment account kept with the Bank or another payment service provider based on the Account Holder's authorisation.

A collection order may be made for the Minimum Amount Payable and, for the Account Holders belonging to the Bank's Private Banking and Erste World segments, for the repayment of the total Credit Line Drawn.

In the case of collection orders made in respect of a bank account kept with the Bank and the Minimum Amount Payable, collection orders are executed on the banking day following the specified Accounting Date.

In the case of a payment account kept with another money transaction provider and also in the case of a collection order made in respect of the Minimum Amount Payable and the total Credit Line Drawn, collection is performed on the date of the Payment Deadline, so the amount is credited to the Credit Account on the date of the Payment Deadline. The Bank initiates collection to Giro 7 business days before the Payment Deadline. The Bank takes into account the amounts paid to the account between the Accounting Date and the dispatch of collection to Giro and entered in the Credit Account.

An Account Holder falling within the Bank's Private Banking and Erste World segments may also give an authorisation for the execution of a direct debit order with respect to the repayment of his entire Credit Line Drawn to the debit of his or her retail bank account kept with the Bank or any other bank. This repayment method is not automatically available to all Credit Card Holders.

In the case of Customers whose total Credit Line Drawn is collected from accounts kept with the Bank, collection is performed on the date of the Payment Deadline. In the case of collection orders made for the total Credit Line Drawn, before collection, the Bank takes into account the amount deposited between the Accounting Date and the date on which the collection is initiated.

- d) By depositing cash in the Bank's branches.
- e) Via Erste TeleBank by way of a book-entry transfer from a retail current account kept with the Bank.
- f) By depositing cash via the Bank's ATMs that are capable of this function.
- g) By way of a cash transfer order (postal order) .

In addition to the paper-based Account Statement, the final date is stated on the postal cheque sent to the Account Holder to ensure that the payment is received by the Bank by the Payment Deadline. The amount paid has to be credited to the Credit Account by the Payment Deadline stated in the Account Statement.

In the case of repayment by way of a postal order, the Bank will be entitled to charge the fee determined in the Announcement.

## 6.2. Order of accounting for payments

The Bank will account for the payments made by the Card Holder during the Settlement Period against the Account Holder's due debts in the following order:

Interest charged and unpaid on Loan on Phone service.

Due principal instalment of Loan on Phone service.

Interest charged and unpaid on Equal Payment Plan service (Automatic Equal Payment Plan).

Due principal instalment of Equal Payment Plan (Automatic Equal Payment Plan).

Overdue interest.

Overdue fees.

Overdue principal amounts of Cash Withdrawals and Transfer Orders.

Overdue principal amounts of Purchases.

Charged and unpaid interest.

Charged and unpaid fees.

Principal amounts of charged and unpaid Cash Withdrawals and Transfer Orders.

Principal amounts of charged and unpaid Purchases.

Interest not yet stated in the Account Statement.

Fees not yet stated in the Account Statement.

Principal amounts of Cash Withdrawals and Transfer Orders not yet stated in the Account Statement.

Principal amounts of Purchases not yet stated in the Account Statement.

If there are multiple types of Instalment Payment services attached to the settlement account of the given Credit Card (Loan on Phone, Equal Payment Plan, Automatic Equal Payment Plan), the Bank will account for the payment against the liabilities that arise from the contract concluded earlier.

## 6.3. As the Bank does not charge the monthly credit interest in the case of all types of Spending and the Bank charges the Monthly Credit Interest of the Spending types that emerged during a given Settlement Period

in different Settlement Periods, the payments made during the given Settlement Period will reduce the Credit Line Drawn in multiple consecutive Settlement Periods, in such a way that the monthly Credit Interest arising in the Settlement Period will decrease by the corresponding portion of this reducing interest amount.

Payments made in the Bank's branches in person or from a retail bank account kept with the Bank via Erste TeleBank/NetBank (transfer or cash depositing in a branch) will become immediately available on the Credit Card settlement account, not including the case of a blocked Credit Card.

In the case of cash deposited via the Bank's ATMs capable of this function in Hungary, the transaction will be blocked on the day of the depositing and the amount will be credited onto the Credit Card settlement account on the first business day thereafter.

- 6.4. The debts recorded on the Credit Account may be regarded as settled on the day when a payment corresponding to the full amount thereof is credited onto the Credit Account.
- 6.5. Upon the fulfilment of a payment obligation by way of a Direct Debit Order, the Credit Card Holder will ensure that sufficient funds are available on his or her bank account covered by the direct debit for the execution of the direct debit – as per the authorisation form or any subsequent amendment thereto – at least two business days before the Payment Deadline. The Bank will inform the Credit Card Holder of the relevant data in the monthly Account Statement. The Bank will only attempt the debit on a single occasion on its due date. An unsuccessful debit will qualify as a belated payment, and as regards its consequences, it will be treated in the same light as if the Credit Card Holder had fallen into arrears in the case of any other selected repayment method. The Credit Card Holder may initiate the termination of the Direct Debit Order and the alteration of any part thereof with the bank keeping his or her bank account covered by the direct debit.
- 6.6. The Customer hereby authorises the Bank to offset its due (overdue) receivables under the credit contract entered into with the Customer against the Customer's bank and deposit account receivables at the due date or at any time thereafter up to the amount of its outstanding claim as the Bank may at any time debit the sum due under the contract from any of the Customer's bank accounts kept with the Bank – except for the segregated account, where the deposited sum may only be used for the purpose of the segregation during the time period of the segregation – deposit account, the credit frame connected to the bank account and against the sum placed on the deposit account – in the latter case without regard to the expiry – without or despite the Customer's specific instruction. For the purposes of the fulfilment of its payment obligations, the Customer hereby authorises the Bank to exercise its setoff right after the correction of any errors on the Bank's part and payment orders which are based on official transfer orders or transfer rulings but before all other payment orders.
7. Credit Account in arrears and overdrawn of the Credit Account
  - 7.1. The Account Holder falls into arrears if he/she fails to pay at least the Minimum Amount Payable stated in the Account Statement for the Accounting Date by the Payment Deadline, or any other payment liability at the due date thereof.
  - 7.2. The Bank may charge default interest at the rate stated in the Announcement on the amount in arrears every month, and will be entitled to charge its costs related to the delay or the amount in arrears to the Account Holder in the form of a default charge at the rate determined in the Announcement. The Bank will be entitled to increase the amount of the Credit Line Drawn by the amounts so charged.
  - 7.3. If the Account Holder falls into arrears, the Bank will be entitled to suspend the Credit Card(s) associated with the Credit Account and will be entitled to block the Credit Card. The suspension of the Credit Card(s) ends no later than on the second business day following payment of the arrears. If the amount in arrears (the specified Minimum Amount Payable from the debt owed on the Accounting Date) is not repaid after the Payment Deadline no later than by the next Accounting Date, it will not be sufficient to pay such amount in arrears (the Minimum Amount Payable due at the previous Accounting Date or its unpaid part) to terminate suspension, but it will be necessary to repay the Minimum Amount Payable determined for the current Accounting Date. To terminate suspension due to the delay requires the repayment of the then-current Minimum Amount Payable even if its due date has not yet been reached (it has a Payment Deadline in the future).
  - 7.4. If the Credit Line Drawn exceeds the Credit Line, there will be an Over Limit. In the event of an Over Limit, the Bank will be entitled to charge the Over Limit Fee at the rate determined in the Announcement as in force at any time.

This rule will also apply to a case where an Over Limit emerged in such a way that the Credit Line is reduced or terminated by the Bank or the Credit Card Contract is terminated, and the Account Holder fails to pay his or her debt outstanding towards the Bank at the date of such reduction/termination. The amount of any debits in excess of the Credit Line will become due and repayable as of the date of overdrawn.

## V. CUSTOMER INFORMATION

### 1.1. Pre-contractual customer information:

On the day before the customer's declaration relating to the conclusion of a Credit Card Contract / a request for a Credit Card, the Bank will place at the customer's disposal the draft Credit Card Contract / Credit Card Application form, the present GTC, the Business Rules, Privacy Declaration and the

Announcement relating to Credit Cards – which will together constitute the bank card framework agreement under Act LXXXV of 2009 on the Provision of Payment Services (hereinafter referred to as the „Payment Services Act”) – on paper or permanent data storage media, and these will contain all data and information defined in Section 10(1) of the Payment Services Act, with regard to the provisions set forth in Section 10(2) of the Payment Services Act.

The Bank will ensure that the Account Holder has the opportunity to familiarise himself/herself with the Bank’s Announcement before the signing of the Credit Card Contract, based on which the Account Holder will be able to ascertain all data (in particular, subject-matter of contract, Annual Percentage Rate, in the case of loans identified by law, the Annual Percentage Rate expressed in percentage per annum, the rate of interest and its method of calculation, the conditions or circumstances, upon the emergence of which the annual percentage rate may be subject to change, description and amount of any costs not taken into consideration upon the calculation of the annual percentage rate if any, or if these costs cannot be determined, the estimated rate thereof, conditions of repayment, the description of any collateral requirement, and legal consequences of belated payment or a breach) which characterises the individual consumer credit product.

The Bank will publish the Annual Percentage Rate (THM) determined to the accuracy of two decimal points, the method of the calculation of the THM, and the costs not taken into consideration upon the calculation of the THM if any in the Announcement constituting an inseparable part of the present GTC. The rate of the THM will be determined with regard to the prevailing conditions and the legal rules in force as at any time, and in the event of a change in the conditions, its rate may be subject to change. The rate of the THM does not reflect the interest risk of the credit product.

#### 1.2. Providing information for the Account Holder / Supplementary Card Holder

##### General information

At the request of the Account Holder/Supplementary Card Holder, the Bank will make available, on paper or permanent data storage media, the GTC, the Business Rules and the Announcement, the Privacy Declaration at any time during the term of the Credit Card legal relationship, and the versions of these documents as in force at any time are continuously available to and may be viewed by the Account Holder/Supplementary Card Holder in the bank branches and on the Bank’s Internet website ([www.erstebank.hu](http://www.erstebank.hu)).

#### 1.3. Prior to a given card transaction, the Account Holder/Supplementary Card Holder may receive prior information on the term of the execution of the card transaction as well as on the rates and due dates of the fees, charges or other payment liabilities payable to the Bank by consulting the Announcement published on the Bank’s Internet website, with regard to the provision set forth in Section 22(2) of the Payment Services Act.

#### 1.4. Post-transaction information (Account Statement)

The Bank will inform the Account Holder of the card transactions carried out with the Credit Card, in particular, the card debits and credits made to the Credit Account, the references which permit the identification of the Credit Card transactions, the fees, charges and other payment liabilities payable to the Bank, the exchange rate used by the Bank for conversion purposes, the pre-conversion amount, the dates of processing and entry in the books, and the information referred to in Clause IV. 2 of the present GTC, by way of Account Statements, with the frequency and in the manner determined therein.

## VI. OTHER PROVISIONS

#### 1.1. The management and processing of data related to the Credit Card Contract and the disclosure thereof to third parties and other organisations are carried out on the basis of the consent of the data subject, and they are governed by the legal rules relating to bank secrets and the processing of personal data, as in force, in particular, but not exclusively by Sections 161, 164 and 288 of the Credit Institutions Act, and the provisions of the Bank’s Business Rules and Data Processing Policy.

#### 1.2. The Account Holder hereby accepts that the Bank will be entitled to assign (transfer) its claims or rights arising from the Credit Card Contract to third parties, to engage negotiations with third parties for that purpose, and to disclose and hand over to such third parties all relevant information, data and documents relating to the Credit Card Contract. The Account Holder hereby accepts that this activity will not constitute a breach of banking confidentiality as regulated in the Credit Institutions Act.

#### 1.3. Based on Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises (“Credit Institutions Act”), it will not constitute a violation of banking confidentiality if the Bank (reference data provider) discloses the registered details of the Account Holder and/or Supplementary Card Holder at its disposal to the Central Credit Information System (CCIS) – which the financial enterprise operating the central credit information system may manage on the basis of Act CXXII of 2011 on the Central Credit Information System (“CCIS Act”) (reference data) – in the cases defined in the CCIS Act. The detailed rules relating to the sharing of data with the CCIS are laid down in the Business Rules and in the Privacy Declaration.

#### 1.4. During the term of the Credit Card Contract between the Bank and the Account Holder, Hungarian will be the language of communication. The Credit Card Contract will be governed by the rules of Hungarian law. The Hungarian courts will have jurisdiction for the settlement of any legal disputes that may arise from the Credit Card Contract.

#### 1.5. Rules of liability

1) Unless the provision of a rule of law provides otherwise, the Bank will not be responsible for any loss sustained by the Credit Card Holder due to the non-performance or non-contractual performance of the Credit Contract, not including the case of a breach arising from wilful or gross negligence, or a breach harming human life, or a person's physical state or health. In the event of breaches arising from gross negligence, the Bank's liability will only extend to the direct losses (damages) sustained by the Account Holder/Supplementary Card Holder (not including any opportunity cost or other consequential damage). For the purposes of the above provision, „gross negligence” is a practice manifested by the Bank which – beyond the cases of human error, inattention, erroneous assumptions or misunderstandings – testifies to a high degree of negligence, carelessness, lack of expertise or recurring or repeated negligence on the part of the Bank and which stands in violation of the Bank's relevant rules, instructions or procedures or the applicable legal rules, not including the cases of human error, inattention, erroneous assumptions and misunderstandings.<sup>1</sup>

2) The Bank will not be responsible in any way for any loss or damage of any nature which the Credit Card Holder may sustain due to a defect in any ATM, any other equipment, communications system or device (including mobile telephones and the attached SIM cards), data processing system or transmission connection, or for any other similar reason, if such defect was caused by a circumstance falling beyond the Bank's control that was not foreseeable at the time of the conclusion of the Contract and if the Bank could not be reasonably expected to avoid or to prevent the circumstance.<sup>2</sup>

3) Liability related to authorisation: Not including a wilfully and grossly negligent procedure on its part, the Bank will not accept responsibility within the boundaries of the relevant payment regulations for the execution of Transactions where the Credit Card Holder is not identified with a PIN, and the signature provided in verification of the Transaction is similar to the Credit Card Holder's specimen signature to a degree that the discrepancy between the signatures could not be reasonably detected despite the exercise of due care.

4) Liability for exceeding the Credit Line and the Limit: The Bank will not be responsible for the exceeding of the Credit Line and the Daily Limit if, based on the Card Company's procedural rules, the Transaction is not verified and approved prior to its execution by the Bank, but in particular, by the Acquiring Place or the Card Company itself, and it is solely in consequence of this that one or multiple Transactions exceed the Limit or the Credit Line.

5) Liability related to use of the Internet: Card Holders may use the Internet at their own discretion. However, the Bank draws the Card Holder's attention to the fact that, during the course of a Transaction carried out with the use of the Internet, unauthorised third parties may gain access to the Credit Card Holder's card number, Erste NetBank User Name and Password, or the One-Time Security Code, and/or abuses may occur on the Internet in other ways to the Credit Card Holder's detriment. The Card Holder may even sustain financial losses as a result of such abuses. The Bank will not accept responsibility for any loss sustained by the Credit Card Holder in connection with the use of the Internet.

6) Liability of Supplementary Card Holders: The Main Card Holder will owe unlimited and collective liability for the payment of any Spending on the part of the Supplementary Card Holders. However, the Bank will also be entitled to enforce a claim directly against the Supplementary Card Holders. The Supplementary Card Holder will reimburse the Bank for any loss and will indemnify the Bank against all losses, damages, costs and expenses which may arise due to any activities or omissions on the Supplementary Card Holder's part collectively with the Main Card Holder.

7) Rules of liability related to Acquiring Places: The Acquiring Place is not an agent of the Bank, and is likewise not an assistant proceeding in the Bank's interest. The Bank will not be responsible for any loss sustained or incurred by the Credit Card Holder which may arise from the fact that the person or organisation authorised under the rules of the Card Company commits an error or omission upon the acceptance of the Credit Card, or does not authorise a given Transaction, or refuses to accept the Credit Card or the PIN.

8) The Bank will not be a party to any legal dispute that may arise between the Credit Card Holder and the Acquiring Place. The Bank will be entitled to provide any information or data that may be necessary in any such legal dispute in accordance with the legal rules relating to bank secrets, the provisions of the Credit Contract and the Credit Card Holder's written declaration to that effect. The Bank will, however, investigate all issues relevant to the use of the given Credit Card at the Credit Card Holder's request and will provide all reasonable assistance for the Credit Card Holder in the interest of the satisfactory settlement of the dispute.

9) In the event of any dispute that may arise between the Credit Card Holder and an Acquiring Place, such a dispute, or any counter-claim or setoff entitlement which the Credit Card Holder may enforce against the Acquiring Place will not in any way affect the Credit Card Holder's liability towards the Bank.

10) The Bank will not accept responsibility for any events which may arise from the fact that an Acquiring Place or a country restricts the use of or refuses to accept the Credit Cards issued by the given Card

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<sup>1</sup> Applicable in the case of contracts concluded after 14 March 2014 and contracts, in respect of which the parties stipulate the application of the new Civil Code.

<sup>2</sup> Applicable in the case of contracts concluded after 14 March 2014 and contracts, in respect of which the parties stipulate the application of the new Civil Code.

Company or the Bank (Issuer), or that the given Transaction is not executed in consequence of these circumstances or based on an international agreement (sanctions) for reasons falling beyond the Bank's control, in particular, in the case of restrictive financial measures imposed by the UN, the European Union and the United States of America on certain service providers which are regarded as its interests.

11) The Bank is not liable for not or incorrectly executing the payment transaction if an incorrect individual identifier (Credit Account number) is used. However, the Bank is obliged to engage in conduct that may be usually expected in the given situation in order to recover the amount of the payment transaction. If it is not possible for the Bank to recover the amount of the payment transaction, the Bank will be obliged, at the Account Holder's written request, to provide all material and available information to the Account Holder, which is required for taking legal steps for recovering the amount of the payment transaction. The Bank is entitled to charge a separate fee or charges for recovering the amount of the payment transaction.

If the payment transaction was initiated directly by the payer Account Holder, the Bank will be liable for the incorrect execution of the payment transaction unless it proves that the amount of the payment transaction was received by the payee's money transaction provider. If the Bank is liable, it is obliged to refund the amount of the non-executed or incorrectly executed payment transaction to the payer Account Holder forthwith and to restore his or her Credit Account to a condition as if the incorrectly executed payment transaction had not occurred. In this case, the credit value date is the same as the debit date of the amount of the payment transaction.

If the amount of the payment transaction was received by the Bank keeping the payee Account Holder's account, the Bank keeping the payee's account is liable for the incorrect execution of the payment transaction. If the Bank is liable, it is obliged to make available the amount of the payment transaction forthwith to the payee Account Holder and to credit it to the Account Holder's bank account. The credit value date for the payee Account Holder's bank account is the same as the day that would have been the value date of faultless performance.

If the payment transaction is executed belatedly, as keeper of the payee Account Holder's bank account, the Bank will ensure, at the request of the payer's money transaction provider, that the credit value date of the amount of the payment transaction for the Account Holder's account is no later than the date in the event of faultless performance.

At the payee Account Holder's request, the Bank is obliged, irrespective of the issue of liability for the non-execution or incorrect execution of the payment transaction, to engage in conduct that may be usually expected in the given situation in order to track the non-executed or incorrectly executed payment transaction and to inform the payer Account Holder of the result of tracking. The Bank provides its services set out in this section to the Account Holder free of charge.

If the payment transaction was initiated by or through the payee Account Holder, the Bank will be responsible for forwarding the payment order to the payer's money transaction provider. If the Bank is responsible, it will be obliged to send the payment order forthwith to the payer's money transaction provider. If the payment order is forwarded belatedly, the Bank will ensure that the credit value date of the amount of the payment transaction for the payee Account Holder's bank account is no later than the date that would have been the value date in the event of faultless performance.

The Bank is responsible for executing the payment transaction in accordance with the relevant legislation towards the payee Account Holder. If the Bank is responsible, it is obliged to ensure forthwith that the amount of the payment transaction credited to the Account Holder's bank account is available to the Account Holder. In this case, the credit value date for the payee Account Holder's bank account is the same as the value date of faultless performance.

If the Bank acting as the payer Account Holder's money transaction provider is liable, it will refund the amount of the non-executed or incorrectly executed payment transaction to the Account Holder forthwith and will restore the bank account to a condition as if the incorrectly executed payment transaction had not occurred. The credit value date for the Account Holder's bank account is the same as the debit date of the amount.

The Bank is not bound by the obligation under Section 0 [*sic orig.!*] if it proves that the amount of the payment transaction has been received by the payee's money transaction provider even if payment was late. In this case, the payee money transaction provider is obliged to ensure that the credit value date for the payee's account is no later than the date in the event of faultless performance.

If the payment transaction was initiated by or through the payee Account Holder, the Bank is obliged, irrespective of the issue of liability for the non-execution or incorrect execution of the payment transaction, to engage in conduct that may be usually expected in the given situation in order to track the payment transaction and to inform the payee Account Holder of the result of tracking. The Bank provides its services set out in this section to the Account Holder free of charge.

The above paragraphs in this section are not to be applied if the head office of the payee's money transaction provider is not located in the territory of an EEA State.

Under this chapter, the Bank agrees to fully perform the tasks to be performed by it forthwith in such a way that it begins performing the tasks incumbent on it according to the Announcement without delay.

The Bank is liable for reimbursing the Account Holder for any fee, charges or other payment obligation charged for the payment transaction and not paid or incorrectly paid by the Bank and for any lost interest income.

If the Account Holder initiated the payment transaction through a money transaction provider providing payment initiation services, the Bank will reimburse the Account Holder for the amount of the non-executed or incorrectly paid amount of the payment transaction forthwith but no later than by the end of the next business day, i.e. it will be obliged to restore the Account Holder's bank account to a condition as if the incorrectly paid transaction had not been executed.

#### 12) Force majeure

The Bank will be exempt from all liability if it proves that the non-fulfilment of its obligations laid down in the Credit Card Contract, including the present GTC, and in the legal rules relating to Credit Card legal relationships was caused by circumstances falling beyond its control which were not foreseeable at the time of the conclusion of the contract, and that the Bank could not be expected to avoid such circumstances or to prevent such losses, or was unable to implement such measures on account of a rule laid down in national or community legislation.

#### 13) Expiry of claims

The Bank and the Customer hereby agree that, in addition to the facts and acts defined in Section 6:25(1) of the new Civil Code, a written notice demanding the settlement of a claim and the enforcement of a claim in liquidation proceedings, too, will disrupt the expiry of claims.<sup>3</sup>

#### 14) Custody obligations

The Bank will record and keep custody of all items of property, assets and claims constituting the Customer's or a third party's property which come into its possession or under its custody in a separated and identifiable manner at the expense and risk of the Customer or third party, provided that there is no separate legal relationship in force between the Bank and the Credit Card Holder or third party with respect to this. If there is a separate legal relationship for these services, the Bank will proceed primarily on the basis of the provisions thereof. In respect of assets managed in a segregated manner, only obligations of custody and registration will lie with the Bank. The Bank may demand the reimbursement of its costs and expenses incurred in connection with its obligations of custody and registration, and may satisfy its claim for the reimbursement thereof as well as of any other claims it may have against the Credit Card Holder or third party directly from the assets managed.<sup>4</sup>

- 1.7. In matters not regulated in the present GTC, for the purposes of legal relationships entered into before 15 March 2014, Act IV of 1959 on the Civil Code, while for the purposes of legal relationships entered into after 15 March 2014, Act V of 2013 on the Civil Code, Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises, Act LXXXV of 2009 on the Provision of Payment Services, Decree No 18/2009 of the National Bank of Hungary regarding the implementation of payment transactions, the provisions of the Civil Code relating to credit and loan contracts, and the Bank's Business Rules and Announcement and Privacy Declaration will govern.

The present Retail Credit Card General Terms and Conditions – apart from the paragraphs marked will enter into force on 11 October 2018 – and the GTC of 25 May 2018 will be repealed.

**ERSTE BANK HUNGARY ZRT.**

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<sup>3</sup> Applicable in the case of contracts concluded after 14 March 2014 and contracts, in respect of which the parties stipulate the application of the new Civil Code.

<sup>4</sup> Applicable in the case of contracts concluded after 14 March 2014 and contracts, in respect of which the parties stipulate the application of the new Civil Code.

## ANNEX 1 INTERPRETATIVE PROVISIONS

**Bank:** Erste Bank Hungary Zártkörűen Működő Részvénytársaság (Company register No: Metropolitan Court as Court of Registration Cg.: 01-10-041054, Head office: H-1138 Budapest, Népfürdő u. 24-26., Hungary, Number and date of activity licence: 2061/2004., 26 August 2004), or any organisational unit of the Bank.

**Bank Card:** A cash substitution payment instrument issued in conformity with the ISO standards which can be used for paying for goods and services, as well as for withdrawing and depositing cash, at the designated points carrying the logo of the international card organisation which is displayed on the card. The bank card contains the Bank's name and contact details, the Bank's logo, the name of the person entitled to use the bank card, the number of the bank card, the date of expiry of the bank card, a magnetic stripe and, depending on the type of the bank card, a chip, a hologram, a signature panel, the description of the bank card, and the logo advertising the service provided by means of the bank card.

**Direct Debit** (charged to the Credit Card Settlement Account) – denotes the method of payment, as part of which the Beneficiary account holder submits direct debit orders to his or her account keeping credit institution on identical grounds of payment, in particular, payments to be made to public utility providers, telecommunications providers and insurance companies.

**Transfer:** denotes a one-time HUF transfer from the Credit Card Settlement Account to another payment account via Erste TeleBank or Erste NetBank.

**Credit Card:** A Bank Card issued by the Bank which carries the logo of an international card company and provides access to a Credit Line attached to the Credit Account for the Account Holder and the holder of the Supplementary Card. It denotes both the Main Card and any Supplementary Card(s).

**Credit Account:** A settlement account kept and registered in HUF for limited purposes which is opened by the Bank on the basis of the credit card contract and serves for the settlement of the interest, default interest, fees, charges and commissions associated with the transactions executed with the Credit Card, and the credit card contract.

The Bank will only execute payment and other orders (transfer orders, direct debit orders, etc.) to the debit of the Credit Account which may be executed with the Credit Card, as defined in the present GTC and the Announcement, or are related to the Credit Card legal relationship. The Bank will not execute transfers based on mandatory transfer orders imposed by the authorities or court transfer orders to the debit of the credit line attached to the Credit Card Settlement Account.

The Bank will open and keep at the customer's disposal a Credit Line in conjunction with the Credit Account which may be used with the Credit Card. The Credit Account has a single holder.

**Account Holder:** A natural person fully authorised in respect of the Credit Account who enters into the Credit Card Contract.

**Credit Line:** A facility of a variable amount determined by the Bank in the wake of a credit assessment procedure – subject to the outcome of the credit assessment procedure in the event of a positive decision relating to the credit card contract – which may be unilaterally changed by the Bank as set forth in the present GTC and up to the amount of which the Credit Card Holders may conduct transactions with the Credit Cards attached to the Credit Account as laid down in the contract.

**Credit Line Drawn (credit account balance):** The amount already drawn at any one time by the Credit Card Holders from the Credit Line available on the Credit Account as recorded in the books, including any interest, default interest, fees, charges and commissions associated with the contract at the rates published in the Announcement.

The Credit Line Drawn does not include the full amount of any Equal Payment Plan (Automatic Equal Payment Plan) and the Loan on Phone service; it only includes the due amortisation instalment. The Bank states the Credit Line Drawn at the end of the Settlement Period in the Account Statement.

**Available Credit Line:** The amount that is available to the Credit Card Holders from the Credit Line at any given time. In addition to the Credit Line Drawn, any amount that is already blocked on the Credit Card and the not due principal debts on the Instalment Payment Service(s) used are also deducted from the Available Credit Line.

**Settlement Period:** The settlement cycle attached to the transactions conducted on the Credit Account, in respect of which the Bank sends Account Statements to the Account Holder with monthly regularity. The last day of the Settlement Period is the same calendar day in every month as stated in the Announcement. If the last day of the Settlement Period falls on a bank holiday, the first business day following the bank holiday will be the last day of the given Settlement Period.

**Mobile Telephone Number** (primary Mobile Telephone Number in the case of former Citibank customers): The telephone number supplied by the Account Holder as a Mobile Telephone Number which is valid for the purposes of the credit card service(s) provided by the Bank. The Mobile Telephone Number may be changed at any time in person in any of the Bank's bank branches, via Erste TeleBank or in writing in a letter sent to the Bank.

**Email Address** (primary email address in the case of former Citibank customers): The email address supplied by the Account Holder which is valid for the purposes of the credit card services provided by the Bank. The email



address may be changed at any time in person in any of the Bank's bank branches, via Erste TeleBank or in writing in a letter sent to the Bank.

**MobilBank:** A service that may be used by retail customers who have active access to the Erste retail NetBank service and smart phones with iOS or Android operating systems. It is not necessary to sign a separate contract for using MobilBank, every Account Holder with activated access to Erste NetBank may use MobilBank.

**MobilBank User:** an Account Holder with a credit card contract who enters into a contract with the Bank with respect to the Erste NetBank service and activates the services by changing the initial password on Erste's NetBank facility.

**MobilBank functions available with Credit Cards:** Account information, Card transactions information, Credit card repayment.

**Erste SMS Services:** denote, as of the date designated in the Announcement, the Erste Credit Card Alert, the Accounting Date SMS service, the CardGuard service, and the Internet purchase confirmation SMS service.

**Erste NetBank:** denotes a facility for conducting the banking transactions determined by the Bank via electronic means, on the Bank's website on the Internet. This service is available every day around the clock, on every day of the year. Erste NetBank qualifies as an electronic payment facility. In the absence of an express provision to the contrary, NetBank simultaneously also denotes the Erste MobilBank service, under the relevant different contractual terms and conditions. Supplementary Card Holders have no access to the Erste NetBank service.

**Erste TeleBank:** denotes a facility for conducting certain banking transactions by telephone as well as a telephone customer service that also serves information and complaint lodging purposes. As part of this service, calls are received around the clock, and Card Holders may themselves take care of their finances via an automated telephone menu system around the clock, every day. Erste TeleBank qualifies as an electronic payment facility.

**Payment arrears:** an Account Holder falls into arrears if he/she fails to pay the Bank at least the Minimum Amount Payable by the Payment Deadline or fails to meet any other payment obligation at the due date thereof.

**Accounting Date:** The last day of the Settlement Period on which the Bank carries out the settlement relating to the given Settlement Period and sends the same to the Account Holder in the form of an Account Statement. The determination of the Minimum Amount Payable also forms part of settlement.

**Internet Purchase Confirmation SMS Code:** an individually encrypted numerical, eight-digit-long validation code sent by the Bank to the designated Mobile Telephone Number as part of its dedicated Internet Purchase Confirmation SMS Code service for the purposes of the approval of Internet purchase transactions with credit cards, by entering which during the course of the given online purchase, it is possible to approve the Transaction of the online purchase at Internet Merchants carrying the Secure Online Shopping logo.

The Internet Purchase Confirmation SMS Code is time-locked, which means that the Internet Purchase Confirmation SMS Code must be entered in the website of the Internet Merchant requesting the same within 5 minutes of the request for the Internet Purchase Confirmation SMS Code; at the same time, the Internet merchant may also stipulate a shorter time limit. If the code is entered erroneously or beyond the time limit in the course of the purchase, the purchase may be unsuccessful, of which the Internet Merchant sends notification displayed on the Merchant's Internet website. The Bank does not accept any responsibility for the practices of any Internet bank card acquirers. If an erroneous Internet purchase confirmation code is entered, the entire payment process will be unsuccessful; that is, the purchase is closed as a failed Transaction and no further SMS code will be sent.

**Secure Online Shopping Logo:** the MasterCard SecureCode logo used by MasterCard or the Verified by Visa logo used by Visa which indicates on a given Internet website as a point of sale that it is possible to initiate Internet purchases by way of the given International Card Organisation's procedure designed to enhance the security of online purchases, for the purposes of which it is necessary to enter an Internet Purchase Confirmation SMS Code. With regard to the fact that the relationship between the Merchant and the International Card Organisation falls beyond the Bank's competence and control, the Bank does not warrant the actual operation of the given International Card Organisation's procedure designed to enhance the security of online shopping at the Merchant displaying the Secure Online Shopping Logo. The precise image of the Secure Online Shopping Logo is accessible at the given International Card Organisation's website.

**Cash Withdrawal:** the following transactions will qualify as withdrawals: cash withdrawals from ATMs, the provision by authorised Merchants of cash for Credit Card Holders, Transactions treated in post offices as cash-type transactions, any Transactions conducted with Credit Cards in casinos and at money exchangers, so-called cash transfers made with Cards, and all other Transactions which the Card Company or the Bank is required to treat as Cash Withdrawals; one-time HUF transfers conducted by the Account Holder via Erste TeleBank – or as of the date designated in the Retail Credit Announcement, via Erste NetBank – from the Credit Card Settlement Account to a retail bank account kept with the Bank or with another bank. In the case of the Loan on Phone services, no Cash Withdrawal Fee is charged.

**Instalment Payment Services:** denote Equal Payment Plan, Automatic Equal Payment Plan and the Loan on Phone service.

**Account Statement:** A document containing all data, relating to transactions on the Credit Account which serves to identify the individual banking transactions and which is sent by the Bank by Settlement Periods to the address stated by the Account Holder or is made available to the Account Holder in the bank branch or via Erste NetBank based on a request sent via Erste TeleBank or Erste NetBank. The Account Statement contains the use of the Credit Line by the Main and Supplementary Credit Card Holders, the amounts of the Credit Line Drawn and the Available Credit Line, the Minimum Amount Payable and the Payment Deadline.

**Minimum Amount Payable:** The amount of the monthly amortisation liability which denotes the minimum amount repayable by the Account Holder to the Bank from the Credit Line Drawn during a given Settlement Period by the Payment Deadline as follows:

- a) The amount stated in the Announcement as in force at any time.
- b) If the Credit Account is in arrears on the Accounting Date, the amount referred to in paragraph a) and the full amount in arrears.
- c) If the Credit Account is overdrawn on the Accounting Date, the higher of the full amount of the overdraw and the amount referred to in paragraph b).
- d) If the amount of the Credit Line Drawn does not reach the lowest Minimum Amount Payable determined in the Announcement on the Accounting Date, the Minimum Amount Payable is equal to the Credit Line Drawn as at the Accounting Date.

The Bank states the Minimum Amount Payable in the Account Statement. In every instance the unpaid but prescribed amortisation instalment of the credit card instalment payment services forms part of the Minimum Amount Payable.

**Grace Period:** A period following the Accounting Date, by the last day of which the Account Holder is required to repay the Bank at least the Minimum Amount Payable determined on the Accounting Date from the Credit Line Drawn during the given Settlement Period. The length of the Grace Period is stated in the Announcement as in force at any time.

**Payment Deadline:** The last day of the Grace Period.

**Value Date:** The date relevant to the calculation of interest when the Bank performs the account transactions relating to debits and credits.

**Arrears (delay):** The Minimum Amount Payable not paid by the Account Holder by the Payment Deadline, or any other payment liability not settled upon the due date thereof.

**Over Limit:** The Credit Line is overdrawn if the Credit Line Drawn exceeds the amount of the Credit Line. The Bank charges a separate fee for the overdraw of the Credit Line as stated in the Retail Credit Announcement.

**Overpayment:** There is an overpayment if the credit made by the Account Holder exceeds the amount of the Credit Line Drawn, and as a result, the balance of the Credit Account is positive.

**Main Card:** the Credit Card issued by the Bank to the Account Holder.

**Main Card Holder:** The natural person who is entitled exclusively to hold and to use the Main Card issued to his or her name under the Credit Card Contract as well as to use the Services associated with the Credit Card by virtue of the fact that the Bank – by having accepted his or her application – opened a Credit Account and a Credit Line for him/her and placed a Credit Card attached thereto at his or her disposal.

**Supplementary Card:** the Credit Card(s) issued to the natural person(s) designated by the Account Holder.

**Supplementary Card Holder:** A natural person to whom the Bank issues a Supplementary Card attached to the Credit Line at the request and responsibility and with the consent of the Account Holder on the basis of the contract relating to the Credit Card. The Supplementary Card Holder is not entitled to request a Credit Card for himself/herself or any other person, to alter or to terminate the Credit Card Contract, or to alter the limit, and may only perform any one of these acts together with the Account Holder. The Bank regards the use of the Credit Card by the Supplementary Card Holder as a card transaction approved by the Account Holder. The Supplementary Card Holder is not entitled to use the Erste TeleBank and Erste NetBank services in conjunction with the Supplementary Card.

**THM/APR (Annual Percentage Rate):** the internal interest rate which expresses the ratio of the total fee of the credit facility to the total amount of the credit facility per annum. Upon the calculation of the APR, all fees payable by a Customer qualifying as a consumer in connection with the credit or loan contract are taken into consideration (including interest, fees, commissions and taxes), including the charges of the ancillary services attached to the credit facility or loan if they are known to the Bank and the Bank prescribes the use of such services in connection with the conclusion of the credit or loan contract in accordance with the provisions of Government Decree No 83/2010. (III.25.). The APR is determined with regard to the prevailing conditions and the legal rules as in force at any time, and in the event of a change in the conditions, the rate thereof may be subject to change. The rate of the APR does not reflect the interest risk of the Loan. Government Decree No 83/2010 (III.25.) contains the detailed conditions and rules relating to the calculation and publication of the APR.

**Transaction:** the execution of payments, transfers and Direct Debits resulting in a change in the balance of the Credit Card Settlement Account as well as Purchases and Cash Withdrawals made to the debit of the Credit Card Settlement Account. In the event of Transactions disputed by the Card Holder, the provisions of these GTC concerning complaints related to the Account Statement and the relevant legal rules govern.

The execution of a Transaction is verified by electronic data, while in the case of a non-electronic Card Transaction, by a paper-based Payment Slip. If the Credit Card Holder does not perform the Transaction with the Card, the execution of the Transaction is verified by some other certificate.

**Purchase:** Payment with the Credit Card for goods and services at a Merchant. A Purchase Transaction performed without the physical presence of the Credit Card at an authorised Merchant online, by mail or by telephone also qualifies as a Purchase Transaction, as well as the execution of Direct Debits charged to the

Credit Card Settlement Account and the execution of transactions treated in post offices as purchase-type transactions.

**Credit Card Holder:** denotes the Main Card Holder and the Supplementary Card Holder.

**Renewed Credit Card:** A Credit Card automatically generated by the Bank to replace the expired Credit Card. The PIN and card number attached to the renewed card are the same as those of the expired card.

**Credit Card Blocked Amount:** the amount of the transactions executed with the Credit Cards attached to the Credit Account which have not been cleared yet. The amount of any blocking alters the amount of the Available Credit Line. The Bank blocks any item until the receipt of the debit which may be clearly assigned to the blocked item, but for maximum 30 calendar days reckoned from the date of the transaction. The Bank charges any debits received beyond 30 calendar days to the Credit Account subsequently. The bank accepting the Credit Card is responsible for the correctness of the data of the blocking, and the Bank excludes any liability for the authenticity thereof.

**Pre-authorisation:** An authorisation which is not directly followed by the execution of a transaction. This authorisation is made for the expected amount of the transaction, rather than its actual amount, up to which the balance of the Credit Account is blocked.

**Authorisation:** A message authorising the execution of the transaction forwarded to the Acquiring Place by the issuer of the Credit Card or its agent. The amount of the authorised transaction is blocked on the Credit Account.

**Contactless Credit Card:**

A contactless credit card made with the MasterCardPayPass™ or payWave technology.

Limits applicable to contactless credit cards in the case of contactless transactions:

Domestic transaction limit:

The limit per transaction in Hungary in the case of contactless payment, below which use of the PIN is not required. In the case of contactless payment transactions which reach the domestic transaction limit, it is mandatory to enter the PIN. The amount of the limit is stated in the Announcement. The limit cannot be changed.

Foreign (merchant) transaction limit:

The limit per acquiring transaction abroad in the case of contactless payment – defined for each country – upon reaching which the PIN is required to be entered. In the case of contactless payment transactions abroad which reach the foreign transaction limit, it is mandatory to enter the PIN. The limit cannot be changed.

**Contactless Payment Transaction:** A contactless purchase (payment) transaction where it is sufficient to place the contactless credit card in front of the terminal capable of accepting contactless payment which activates the scanner of the terminal. The successful completion of the payment is signalled by a sound and flashing lights.

**Contact Transaction:** A (payment) transaction executed with the use of a chip/magnetic stripe where the credit card is placed into the terminal equipped with a chip/magnetic stripe scanner (ATM, POS).

**Day of processing:** Day of Processing by the Bank of card transactions carried out with bank cards:

- If the card payment transaction was executed via the Bank's own equipment (ATM, branch POS, merchant POS) before the closing time of the banking system on a business day, the day of processing is the same as the day of the transaction.
- If the card payment transaction was executed via the Bank's own equipment (ATM, branch POS, merchant POS) on a bank holiday or business day, but beyond the closing time of the banking system, the day of processing is the first bank business day following the day of the transaction.
- If the Credit Card payment transaction was not executed via the Bank's own equipment, the date of processing is the value date on which the International Card Company settled the given transaction on the Account Holder's account towards the Bank.
- The fee attached to the Transaction is processed together with the Transaction. Any fees not attached to the Transaction are processed as and when they emerge.

**Book-entry date:** the first bank business day following the processing by the Bank of the transaction carried out with the bank card. In the case of other transactions received in respect of the credit account, the transaction is entered in the books on the subject day in the event of credits received by 6.00 p.m. on business days or on the next bank business day in the event of credits received thereafter. In the case of transactions received on non-business days, they are entered in the books on the following bank business day.

**Value Date:** In the case of transactions executed via the Bank's own equipment (ATM, branch POS, merchant POS), the day of the transaction. In the case of transactions not executed via the Bank's own equipment, transaction is settled with the Account Holder on the same value date as the value date for settlement with the Card Company. In the case of other transactions, the value date of the transaction is the same as the day on which it is entered in the books. The value date of the fee attached to the transaction is the same as the value date of the transaction. The value date of any fees not attached to the transaction is the same as the value date of processing.

**ATM:** (Automated Teller Machine) a cash issuing terminal which may be used for cash withdrawal, cash depositing and the use of any other services offered by the machine. Use of the ATM is described step by step by

the information displayed on the screen. The list of ATMs that may be used for cash depositing is available on the website at [www.erstebank.hu](http://www.erstebank.hu).

**POS:** (Point of Sale Terminal) a terminal which permits the execution of transactions offered by the acquiring place (e.g. payment for goods and services, cash withdrawal, cash depositing) with personal attendance, through customer identification on the basis of the data featured on the magnetic stripe on the bank card and signature. Upon use, the instructions of the given point of sale must be followed.

**Erste MobilePay Service:** A credit card payment application available to the Credit Card Holder in conjunction with the credit card service which can be downloaded onto mobile phones with iOS (iPhone) or Android operating systems.

**Erste MobilePay Instructions of Use:** a description of the technical specifications of the Erste MobilePay Service which is accessible at the [www.erstebank.hu](http://www.erstebank.hu) website on the Erste MobilePay facility.

**mPIN:** A 6-digit secret code entered by the Credit Card Holder during the registration of the ErsteMobilePay application which is necessary for logging into the Erste MobilePay application and the execution of transactions.

**Application Activation Code:** A 5-digit identification code necessary for activating the Erste MobilePay application.

**Card Activation Code:** A 4-digit identification code necessary for activating cards registered in the Erste MobilePay application which may be received in the form of a CardGuard SMS message (if the CardGuard service is attached to the card), or can be found in the NetBank/MobilBank account history on the 2nd bank business day following activation, and in the Account Statement.

**Online Transaction:** A transaction forwarded electronically real-time to the Bank's authorisation centre for authorisation and assessed by the centre real-time (immediately). Such a transaction can be carried out both with electronic and embossed cards. After each online transaction, a CardGuard SMS or Credit Card Alert message is sent to Card Holders who have access to these services. In the case of MasterCard MoneySend transactions, the CardGuard SMS or Credit Card Alert message is sent upon authorisation following the receipt thereof by the Bank, in the case of both successful and unsuccessful transactions. The Bank does not send a CardGuard SMS or Credit Card Alert message regarding the implementation of the transaction, that is, the crediting of the amount received as part of the transaction onto the Credit Account.

**Offline Transaction:** A transaction not or not immediately forwarded to the Bank's authorisation centre. Offline transactions can only be carried out with embossed MasterCard and VISA cards as well as with credit cards with a one-touch payment function. No CardGuard SMS or Credit Card Alert message is sent after offline transactions.

**Acquiring Place:** A place displaying the logos of the International Card Organisations (ATMs, branches of credit institutions, merchants) where credit cards may be used for cash withdrawal or cash depositing, or for paying for goods or services. The Bank does not accept responsibility for whether a given credit card can be actually used for initiating Transactions at a given Acquiring Place.

**PIN:** (Personal Identification Number) a secret personal identification number generated under stringent security regulations which is sent by the Bank to the Credit Card Holder exclusively, is only known to the Credit Card Holder, and permits the use of the credit card at electronic terminals (ATM, in certain cases, POS), and which provides for customer identification in the case of Transactions carried out via electronic equipment.

**Electronic Identification:** A transaction carried out through the electronic identification of the data of the Credit Card. Electronic identification is performed through the swiping or insertion of the Credit Card at or into the terminal and the scanning, electronic transmission and verification of the data of the magnetic stripe or chip. In the case of contactless payment transactions, electronic identification is performed through the presentation of the credit card at the terminal, the entering of the PIN, and the scanning, electronic transmission and verification of the data of the chip.

**International Card Company:** MasterCard International, VISA International Inc., and all other international organisations with which the Bank enters into agreements for the issuance and acceptance of their products.

**Member Banks of International Card Company:** all banks and financial institutions with which an international card company enters into agreements for the issuance and/or acceptance of its products.

**Logo:** The MasterCard or Maestro logo used by MasterCard, or the Visa (or Visa Electron) logo used by Visa, or any logo used by another entity which denotes at Acquiring Places that the bank cards falling within the clearing range of the given International Card Organisation may be used at such Acquiring Places for initiating Transactions, with the proviso that the logo displayed on the credit cards issued by the Bank symbolises the possibility of using the services made available by the International Card Organisation attached to the given credit cards. The precise graphic image of the given International Card Organisation's logo is accessible at the given International Card Organisation's website.

**Announcement:** The official communication – Retail Credit Announcement – issued by the Bank which is posted on the Bank's premises open to customers as well as on the Bank's website ([www.erstebank.hu](http://www.erstebank.hu)) and which contains provisions related to Credit Cards. The Bank publishes the following information related to Credit Card Contracts and Credit Cards, inter alia, in the Announcement:

- a. terms and conditions,
- b. rates of fees, charges and other payment liabilities, the provisions related thereto, and the due dates thereof,

c. other information (e.g. sales information, bank card limits, attached services, etc.).

**GTC:** These General Terms and Conditions relate to the Credit Card services provided by the Bank.

**Business Rules:** the document which defines the fundamental rules of the legal relationship between the Bank and its customers and the provisions of which govern all legal relationships between the Bank and its customers, as part of which the Bank provides services for its customers and / or customers use the services of the Bank.

**Credit Card Contract:** the Credit Card Contract denotes a credit card contract entered into for an indefinite term by and between the Parties, based on which the Bank places a Card and a Credit Line at the Account Holder's disposal. For the purposes of bank card services, the present GTC, the Bank's Business Rules and the Bank's Announcement relating to Credit Cards as in force at any time constitute an inseparable part of the Credit Card Contract as a framework agreement under Act LXXXV of 2009 on the Provision of Payment Services, and the totality of these documents together qualifies as a credit contract under Act CLXII of 2009 on Loans Provided for Consumers and regulates the general rules of Credit Card services and the applicable terms and conditions (fees, commissions, charges, etc.).

**Permanent Data Storage Medium:** a medium which permits the permanent storage of dedicated data for a term corresponding to the purpose of the data and the displaying of the stored data in unchanged form and with unchanged content. The Bank regards the following in particular as permanent data storage media: non-rewritable CD, DVD, the NetBank/MobilBank system operated by the Bank, the Bank's Internet website, provided that these media are suitable for the permanent storage of the dedicated data addressed to the Account Holder.

**Payment Services Act:** Act LXXXV of 2009 on the Provision of Payment Services.

**EEA State:** a Member State of the European Union and a State that is a party to the Agreement on the European Economic Area.

**Cardnet Zrt:** The service providers under Act CC of 2011 on the National Mobile Payment System and Government Decree No 356/2012. (XII. 13.) on the implementation thereof may only provide centralised mobile payment services via Nemzeti Mobilfizetési Zrt. Cardnet Zrt. provides mobile payment services for the Bank as a reseller linked to the national payment system.

**Cash-substitute payment instrument:** A customised object or procedure specified in the Credit Card Contract, which allows the Credit Card Holder to make a payment order (e.g. Credit Card, Erste NetBank, Erste MobilBank, Erste MobilPay, Erste TeleBank).

**Personal authentication data:** Personal elements made available by the Bank to the Customer for authentication purposes (e.g. mPIN, PIN, TeleBank PIN, Login Password).

**Payment Initiation Service:** A service that is used for executing payment orders involving a payment account kept at another payment service provider at the request of the party using payment initiation services.

**Account Information Service:** An online service that is used for providing aggregate information from one or more payment accounts that the Customer has opened with one or more payment service providers other than the payment service provider providing the services.

**Online Accessible Bank Account:** A Bank Account with respect to which it is possible to make payment orders and to gain access to data and information via the direct connection of computer devices.

**Remote Payment Transaction:** A payment transaction initiated via the cash substitution or by remote communication.

**ANNEX 2 CONDITIONS OF APPLICATION****1. Conditions of Credit Card application**

The Credit Card product may be used by customers who meet all relevant conditions specified below and whom the Bank qualifies as creditworthy during their credit assessment.

## a) Natural persons who:

## a.a) In the case of Hungarian nationals, they have:

- a permanent residence in Hungary;
- been continuously employed in their current jobs, employed by a company registered in Hungary or in the territory of an EU Member State, for at least 3 months and are no longer on probation;
- valid identification documents issued by the Hungarian authorities:
  - an ID card and, if the ID card does not include a valid address, an official address card, or
  - an ID card and an official address card, or
  - a driving licence card issued after 1 January 2001 and an official address card, or
  - a passport and an official address card.

## a.b) In the case of nationals of EU Member States, who are not Hungarian nationals, they have:

- a permanent residence in Hungary;
- continuous employment in their current jobs, employed by a company registered in the territory of Hungary or in the territory of an EU Member State, for at least 3 months and are no longer on probation;
- been staying in Hungary for at least one year and hold the following identification documents:
  - a valid passport issued by foreign authorities and a valid official address card issued by the Hungarian authorities, or
  - a valid ID card issued by foreign authorities and a valid official address card issued by the Hungarian authorities, or
  - a valid ID booklet and, if the valid home address is not included in the ID booklet, an official address card issued by the Hungarian authorities, or
  - a valid ID card and an official address card issued by the Hungarian authorities.

No temporary ID card is acceptable.

## b) They are over 18 at the time of application and have legal capacity.

## c) If the credit card applicant is over 18 but under 23 at the date of application, he/she may apply for a credit card if a salary was credited to his or her own retail HUF or foreign exchange bank account kept with the Bank in the month immediately preceding the application or in the month of application.

If the credit card applicant is already over 18 but under 23 at the date of application or if he/she is over 68 and has passed the Bank's credit assessment, the amount of the Credit Line he/she may receive is maximum equal to his or her monthly net income. The Credit Line that may be provided has to reach the amount of the then-current minimum Credit Line that may be applied for.

## d) They have a telephone: have a landline or mobile telephone (subscription, card-based or provided by their employer) associated with a residence (in the applicant's name or his or her registered permanent address or residence/temporary address) and, in the case of an employee, has a landline or subscription mobile telephone for work; if the credit card is sold by a credit broker, the Bank will only accept a Mobile Telephone Number.

## e) In the case of employees:

- they have an employer's income certificate, or
- they certify their income with bank account statements showing their wages; if the application is submitted at a branch, it is also necessary to complete the document entitled 'Income Declaration',
- their net monthly income reaches HUF 80,000 or, in the event of sale by a credit broker, their net monthly income reaches HUF 100,000.

## f) In the case of pensioners, they hold:

- a pensioner's card (instead of it, a pensioner's travel pass is also acceptable) or a notice letter issued by the Pension Payment Directorate at the beginning of the year, not more than 12 months previously, which clearly shows their registry number or
- an authentic Certificate of the registry number regarding their retirement benefit disbursed by the Pension Payment Directorate (stamped and signed by the Pension Payment Directorate, issued not more than 12 months previously) or

- an authentic Certificate of their entry in the register of persons eligible for health services (stamped and signed by the Pension Payment Directorate, issued not more than 12 months previously) or
  - for certifying the amount of pension:
    - in the case of disbursement through the Post Office: a certificate issued by the body of the Hungarian State disbursing retirement benefits, issued not more than 12 months previously, regarding the amount of the pension or, in the case of Customers retiring during the year, an official decision on their pensions;
    - in the case of pensions received at the bank account: Account Statement showing the transfer of last month's pension (it need not be submitted if there is a retail current account kept with ERSTE BANK HUNGARY Zrt., to which a pension is transferred);
  - the net amount of the pension in the last month reaches HUF 80,000 or, in the event of sale by a credit broker, their net monthly income reaches HUF 100,000.
- g) in the case of sole traders, they:
- hold a sole trader's card or official certificate or municipal certificate;
  - have at least one closed, full business year;
  - have an income certificate for the last full closed year, issued by the National Tax and Customs Administration not more than 30 days previously at the time of acceptance;
  - on the basis of the income certificate issued by the National Tax and Customs Administration, the average net amount of their income reaches HUF 80,000 or, in the event of sale by a credit broker, HUF 100,000;
- h) they are not included with a negative credit history in the Central Credit Information System (CCIS);
- i) the Customer, as debtor, co-debtor or joint and several guarantor, has no overdue debt or liability with Erste Bank;
- j) they are not subject to pending execution proceedings and have no overdue public dues;
- k) in the case of a Credit Card, the Customer may become a debtor only for one Credit Card liability at the same time;
- l) if a Wizz Air Credit Card is applied for, the Bank will reject the credit card application if the Customer had already had a Wizz Air Credit Card previously and the legal relationship was terminated by the Bank.

**Forms to be submitted by the applicant:**

- a) Credit card application form
- b) real and valid forms to be submitted by the applicant for inspection:<sup>5</sup>
- b.a) In the case of Hungarian nationals
- valid documents issued by the Hungarian authorities:
    - an ID booklet and, if the ID booklet does not include a valid address, an official address card or
    - an ID card and an official address card or
    - a driving licence card issued after 1 January 2001 and an address card or
    - a passport and an official address card.
- b.b) In the case of nationals of EU Member States, who are not Hungarian nationals, , they have been staying in Hungary for at least one year:
- a valid passport issued by foreign authorities and a valid official address card issued by the Hungarian authorities or
  - a valid ID card issued by foreign authorities and a valid official address card issued by the Hungarian authorities or
  - a valid ID booklet and, if the valid home address is not included in the ID booklet, an official address card issued by the Hungarian authorities, or
  - a valid ID card and an official address card issued by the Hungarian authorities.

**In addition to the above, the following documents are also required:**

- d) In the case of employees:
- An employer's income certificate issued by an employer incorporated and registered in Hungary, on the form of Erste Bank, which may not be issued on a date earlier than the 45 calendar days before the acceptance of the application by the Bank. If the amount of the Credit Line applied for exceeds

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<sup>5</sup> With the express consent of the person concerned, the documents may also be copied in accordance with the provisions of the Bank's relevant Policy.

HUF 1,500,000, in addition to the employer's income certificate, it will also be necessary to submit a bank account statement showing the amount of the last month's wage credited to the account.

OR

- Salary account

If the Principal Card applicant submits statements for the last three months of a salary account kept with any bank in Hungary for a credit card application (an electronic bank Account Statement is also acceptable) and the regular income/pension to be examined in the bank Account Statement is acceptable as follows:

It is a fundamental condition for accepting regular income to be examined in the bank Account Statement to show amounts credited to the Customer's retail bank account, which come from the employer stated in the Customer's declaration or the state tax authority or the body of the Hungarian or foreign state disbursing retirement benefits, furthermore:

- the so-called grounds for crediting by the sender of the transaction is stated in the words under the heading 'Notes' (e.g. 'salary'/'wage' from the employer; 'pension', 'retirement benefit', 'monthly allowance', etc.);
- no separate certification of grounds is required;
- the Customer may be the holder or co-holder of, or the person authorised to give instructions regarding, this retail bank account;
- to the Customer's knowledge, the required public dues have been paid on the foregoing, on which the Customer makes a statement in the document entitled 'Income Declaration'.

In the case of three months' salary Account Statements that meet the above conditions, if the Credit Card is applied for at a branch, instead of the employer's certificate, the applicant is required to complete the document entitled 'Income Declaration'. If the three months' salary Account Statements do not meet the above conditions, it is necessary to submit an employer's income certificate.

In the event of sale by a credit broker, the above statement forms part of the credit card application form.

If a retail current account is kept with the Bank, it is not necessary to submit it.

d) In the case of an employee status abroad (in an EU country):

- employer's certificate and account statement showing the amounts of the last three months' wages credited to the account;

The employer's certificate may be issued maximum 45 calendar days before the date on which the application was accepted by the Bank.

e) In the case of pensioners:

- a pensioner's card (instead of it, a pensioner's travel card is also acceptable) or
- a notice letter issued by the Pension Payment Directorate at the beginning of the year, not more than 12 months previously, which clearly shows the holder's registry number or
- an authentic certificate of the registry number regarding their retirement benefit disbursed by the Pension Payment Directorate (stamped and signed by the Pension Payment Directorate, issued not more than 12 months previously) or
- an authentic certificate of their entry in the register of persons eligible for health services (stamped and signed by the Pension Payment Directorate, issued not more than 12 months previously);
- certification of the amount of pension by one of the following methods:
  - in the case of disbursement through the Post Office under a Credit Line of HUF 1,500,000: a certificate issued by the body of the Hungarian State disbursing retirement benefits, issued not more than 12 months previously, regarding the amount of the pension or, in the case of Customers retiring during the year, an official decision on their pensions; OR
  - in the case of pensions received at the bank account under a Credit Line of HUF 1,500,000: Account Statement showing the transfer of last month's pension (it need not be submitted if there is a retail current account kept with ERSTE BANK HUNGARY Zrt., to which a pension is transferred); OR
  - irrespective of the amount of the Credit Line, the amount of the pension shown in a pension statement issued not more than 12 months previously.

f) in the case of sole traders:

- a sole trader's card or municipal certificate or official certificate;



– an income certificate for the last full closed year, issued by the National Tax and Customs Administration not more than 45 calendar days previously and from the date of acceptance of the application by the Bank for those:

- who are not employees,
- whose income comes from both an employment relationship and an enterprise (in addition to this, an employer's income certificate is also required),
- whose income comes from an enterprise and a pension.

A certificate electronically sent by the National Tax and Customs Administration is also acceptable if the applicant electronically forwards the original certificate sent by the National Tax and Customs Administration in PDF format to the Bank. The certificate may be accepted if the National Tax and Customs Administration can be identified with appropriate software as the writer of the electronically signed PDF document and the issuer of the signature.

In the case of Supplementary Card applicants:

- a) Supplementary Card application form;
- b) real and valid forms to be submitted by the applicant for inspection:<sup>6</sup>
  - in the case of Hungarian nationals
    - valid documents issued by the Hungarian authorities:
      - an ID booklet and, if the ID booklet does not include a valid address, an official address card or
      - an ID card and an official address card or
      - a driving licence card issued after 1 January 2001 and an official address card or
      - a passport and an official address card.
    - in the case of nationals of EU Member States, who are not Hungarian nationals, if, based on their official address card, they have been staying in Hungary for at least one year and have been employed in Hungary for at least three months:
      - a valid passport issued by foreign authorities and a valid official address card issued by the Hungarian authorities or
      - a valid ID card issued by foreign authorities and a valid official address card issued by the Hungarian authorities or
      - a valid ID booklet and, if the valid home address is not included in the ID booklet, an official address card issued by the Hungarian authorities or
      - a valid ID card and an official address card issued by the Hungarian authorities

No temporary ID card is acceptable.

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<sup>6</sup> With the express consent of the person concerned, the documents may also be copied in accordance with the provisions of the Bank's relevant Policy.

## ANNEX 3 SERVICE CHANNELS ASSOCIATED WITH CREDIT CARDS

### 1. TeleBank

Using the TeleBank service by the Account Holder also requires the conclusion of a TeleBank Contract. The TeleBank Contract takes effect at the date of its signature by the Bank or, in the case of a credit card application, at the date of acceptance of the Credit Card Contract by the Bank. The Account Holder may initiate an application for the TeleBank service at any bank branch.

At the time of the conclusion of the Contract, the Bank makes available a TeleBank Customer Identifier to the Account Holder and hands him/her over Instructions of Use, which describe the use of the service.

When applying for TeleBank service, the Account Holder may choose whether he/she will provide the first TPIN at a POS terminal installed at a bank branch or will request that the Bank send the first TPIN generated by the Bank in an SMS message to the Mobile Telephone Number provided by the Account Holder. If the selection of a TPIN has been successful at a POS terminal at a bank branch or a TPIN has been sent out in an SMS message, the Account Holder can use the TeleBank service no later than from the first working day following his or her application for the TeleBank service. If, when applying for the TeleBank service, the entry of a TPIN at a POS terminal failed or did not take place or the TPIN was not sent out in an SMS, the Bank will generate a TPIN and will hand it over in a PIN envelope to the Account Holder at the branch selected by the Account Holder (if no branch has been selected, at the account-keeping branch). In the latter case, the TeleBank service can be used after the TPIN has been received at a bank branch.

1. By means of the TeleBank service, the Account Holder may carry out certain Transactions by telephone, may request certain services by telephone and may receive answers or legal remedy to his or her questions or complaints related to the services. Card Holders may manage their finances themselves 24/7 via the automated telephone menu system.

2. The Account Holder is identified at TeleBank for the TeleBank Service to be used by entering the TeleBank Customer Identifier and the TPIN or by checking the Account Holder's personal data and information about the use of the product or, when a Customer belonging to a telephone number is identified, by entering the PIN.

Using TeleBank services subject to TPIN identification and initiating orders require the joint entry of the then-current TeleBank Customer Identifier and TPIN. The TeleBank system will authorise the use of the services and will execute the Account Holder's orders only after the correct entry of the identifiers. In the event of identification by checking personal data and information about the use of the product, the Bank is entitled to reject the Account Holder's order if, during the checking of data, the Account Holder's identity check failed or any doubt was raised during it.

The Account Holder and the Bank hereby agree that an identity check at TeleBank qualifies as equivalent to the Account Holder's identity check specified in the Bank's General Terms and Conditions for Retail Credit Cards, as in force. After the Account Holder's successful identification as TeleBank user, it regards orders given via TeleBank as one given by the Account Holder without the obligation of any further Customer identification and examination.

The TeleBank Services may be accessed and used only on the telephone numbers stated in the Bank's Announcements and Instructions of Use and by the methods specified in the Instructions of Use.

The Account Holder may use TeleBank only in accordance with the rules set out in the present GTC. He/she is obliged to take all measures that can be expected in general in the given situation in order to ensure that other means required for the use of TeleBank, such as the TeleBank identification code, the TPIN or his or her other personal identification code (hereinafter collectively the 'Personal Identification Code'), be kept secure. The Account Holder is obliged to treat and keep the TeleBank Customer Identifier and the TPIN confidentially vis-à-vis everyone, in the case of the TeleBank Customer Identifier, except for the bank, and to ensure that no unauthorised persons become aware thereof. The Account Holder may not take a note of the identification codes and may not record them on any device or object. Pursuant to the present GTC, a breach of such security and crime prevention liability by the Account Holder is deemed as intentional or gross negligence. The Account Holder is liable for damage arising from the use of the identification codes by unauthorised persons in accordance with Section 5.16 of the present GTC.

The Account Holder may initiate the blocking of the right to use TeleBank at any time. In using TeleBank, the Account Holder is obliged to engage in conduct that is expected in the given situation, in particular, it is obliged to report the following to the Bank and to initiate the blocking of the right to use TeleBank forthwith if:

- the TPIN has been removed from his or her possession (custody);
- the personal identification or other code required for using TeleBank or his or her similar identification data or the TPIN has become known to an unauthorised third party;
- a payment transaction has been initiated via TeleBank without approval;
- an unauthorised transaction has been stated in the bank Account Statement.

After receiving a report by telephone, the Bank immediately blocks the Account Holder's right to use TeleBank. Any damage sustained by the Account Holder as a result of the use, loss or theft of the TPIN before a report is made is to be borne by the Account Holder up to HUF 45,000 and by the Bank over that amount. The Account

Holder is not liable even for that HUF 40,000 if the damage has been caused by a customised procedure related to a cash substitution payment instrument, that was used with an IT device or telecommunications device, or it was used without security elements – such as a TPINcode – or the Bank did not make it possible for the Account Holder to file a notification or termination.

After such notification, the Bank bears liability for damage related to unauthorised payment orders that were placed with a TPIN stolen from or removed from the Account Holder's possession, or caused by the unauthorised use of the TPIN.

The Bank is exempted from liability if it proves that the damage sustained in connection with unapproved payment orders has been caused by the Account Holder by acting in a fraudulent manner, or the damage has been caused by the Account Holder by the wilful or grossly negligent violation of his or her obligations prescribed in the present GTC in connection with the safe handling of the TPIN.

The Account Holder hereby accepts that in the event of the theft or unlawful misuse of the TPIN, he/she is obliged to file a criminal report forthwith.

As for the present GTC, especially the following has to be regarded as the Account Holder's wilful or grossly negligent conduct:

- handing over or transferring the TPIN to an unauthorised third party, or making it available or known to such third party in any way;
- performing an unauthorised misuse transaction with a TPIN that has come into the possession of a third party;
- taking possession or theft of the TPIN by an unauthorised person if it has occurred due to the Account Holder's wilful or grossly negligent conduct, in particular, if it has occurred because the room or device used for the storage of the TPIN was left unattended;
- failure to meet the reporting obligation or blocking prescribed in Section 6 or its late or incomplete fulfilment;
- the Account Holder failed to submit the criminal report referred to above without delay.

If it suspects fraudulent circumstances, misuse or unauthorised use, the Bank is entitled to block the Account Holder's access right to the TeleBank system. The Bank immediately notifies the Account Holder in writing of the fact of the termination of the TeleBank access right and the reasons for and causes of it, right after such termination takes place, except for the cases when complying with such obligation to notify the Account Holder may jeopardise the Bank's security or complying with such obligation is excluded by provisions of law. Access to TeleBank is reactivated and the TPIN is regenerated only after consulting the Account Holder, subject to the Account Holder's written consent. The Bank bears no liability for any damage resulting from such termination of access right for the Account Holder.

The Bank keeps a register about notifications and such register provides reliable and unalterable proof of the dates and contents of such notifications for at least 18 months. At the Account Holder's request, the Bank provides a certificate about the date and contents of such notification free of charge, but only once concerning one and the same notification.

The Account Holder is entitled to change the TPIN during the use of TeleBank with the appropriate menu item, at the time of any login. For security reasons, it is advisable to change the TPIN at least every six months.

After the TeleBank access right has been blocked, the Bank will not accept any order until the Account Holder has not reactivated his or her right to access TeleBank. The Account Holder is entitled to request that the Bank regenerate the TPIN via TeleBank and in person at a bank branch, on a standard form. On the basis of a TPIN application initiated via TeleBank, the Bank has the TPIN generated, which the Account Holder may receive, after his or her identity has been checked, via in an SMS message to the Account Holder's Password Telephone Number. The Bank is entitled to charge a fee for the replacement of the TPIN in accordance with the Announcement.

Three consecutive failed entries of the TPIN will result in the suspension of the TeleBank Service. The period of suspension is 24 hours. The services subject to identification may be used again after the expiry of this period or after the deletion of failed attempts via a TeleBank operator by telephone or in person at a branch, in writing, once a day.

3. The Account Holder consents to the fact that all telephone conversations held via Telebank are recorded and that the sound recordings may be used as evidence in any official proceedings, in accordance with the provisions of the law.

4. The Account Holder hereby accepts that the data recorded by the Bank in connection with any Telebank Transaction (services) constitute appropriate evidence with respect to the use of the given Service, the submission of the Transaction, and – where applicable – evidence the fact of the prior verification of the Bank Card number and the TPIN.

## 5. TeleBank Services

### 5.1. Public TeleBank services available to everyone:

General information about the Bank's services and current terms and conditions as well as assistance in electronic form (automatic service) and by the staff of the telephone customer service (hereinafter the 'TeleBank Operator') 24/7.

### 5.2. TeleBank services available from 7:00-21:00 on banking days

5.2.1. Information related to credit cards, Transactions that can be performed without a TPIN, available after checking personal data and information about the use of the product:

- blocking Credit Card, NetBank, MobilBank and TeleBank,
- blocking TPIN,
- regeneration and requesting the regeneration of TPIN,
- deleting incorrect TPIN attempts once a day,
- obtaining general information about the Bank's products,
- requesting the Bank's forms,
- reporting complaints,
- declaration on being contacted for advertising/marketing purposes,
- information on closed customer complaints (not to Customers),
- information on the current status of overdraft, consumer credit, mortgage, leasing and housing savings Transactions, due dates, interest payable, maturity, arrears, if any (if the Customer does not hold a bank account with our Bank).

5.2.2. The Bank provides the following Transactions and services in connection with Credit Cards via TeleBank with the joint use of the TeleBank Customer Identifier and the TPIN:

#### 5.2.2.1. Services provided via the automated TeleBank service:

- Credit Account balance inquiries;
- modification of TPIN required for TeleBank identification;
- application for and generation of a new Login Password for NetBank.

#### 5.2.2.2. Information and administration services provided via TeleBank

This section sets out the services described in the section entitled 'Information and services available without a TPIN via TeleBank after checking personal data and product use information:

- immediate application for NetBank;
- Provision of information to the Account Holder about:
  - Credit Accounts kept and Credit Account parameters (Credit Account number, Credit Account status and Credit Account opening date),
  - Credit Account balance and blocking associated with the Credit Account,
  - Credit Account (Credit Account and card transactions recorded and awaiting recording),
  - current regular transfer(s) and direct debit order(s),
  - previous and current status of Credit Cards associated with the Credit Account, limit settings and mailing details.
- acceptance of orders from the Account Holder;
- notification of the withdrawal of a large amount of cash;
- application for SMS Service for existing phone number;
- maintenance of core data (entry and modification of email address);
- modification of the delivery method of Account Statements;
- authorisation for executing direct debits (granting, modification and cancellation);
- regular transfer orders (modification and cancellation);
- cancellation of payment orders (cancellation of HUF transfer orders);
- freezing of Credit Account;
- making one-time HUF transfer/book-entry transfer orders to the debit of Credit Account;

- making one-time HUF book-entry transfer orders to Credit Account (repayment via TeleBank);
- in the case of Credit Cards, granting authorisation for collection orders to meet minimum payment obligations and termination of the given authorisation;
- application for Credit Card to existing postal address or collection at a branch;
- termination of Credit Card and cancellation of Credit Card renewal;
- repeated request of the Credit Card returned by post to a mailing address and request of transferring the Credit Card from one branch to another;
- services relating to certain insurance associated with the Credit Card Contract;
- information on closed customer complaints (to Customers);
- lodging complaints about the Credit Card Contract and Credit Card use and services;
- reporting of changes in data provided by the Account Holder to the Bank in connection with the Credit Card Contract unless the law or the Credit Card Contract requires that this be done in writing or the document containing the data be submitted in person for inspection;
- HUF account transactions (making and modification of one-time and regular transfer orders and direct debit authorisations and cancellation of transfer orders);
- blocking, amendment and cancellation of Credit Account;
- Credit Card transactions (application, activation, blocking, modification of time lock limit and cancellation);
- Credit Card regeneration and Credit Card PIN regeneration;
- opening, modification and cancellation of target accounts associated with coded transfers;
- request for the replacement of account statement;
- SMS Services (application for and activation, modification and cancellation of SMS Services, and administration relating to the online purchase checking SMS code);
- NetBank and MobilBank transactions (application, activation, modification of user data, generation of new login password, lifting of a ban and modification of the NetBank Time Clock Customer Limit);
- switching Credit Card types;
- decreasing the Credit Line.

5.3. TeleBank available between 9.00 p.m. and 7.00 a.m. the next day on banking days and on holidays and non-business days:

5.3.1. Transactions that may be executed via TeleBank without a TPIN after checking personal data and product use information:

- blocking Credit Card, NetBank, MobilBank and TeleBank;
- blocking TPIN;
- regeneration and requesting the regeneration of TPIN,
- deleting incorrect TPIN attempts once a day,
- obtaining general information about the Bank's products,
- previous and current status of Credit Cards associated with the Credit Account and limit settings.
- blocking of Credit Account.

5.3.2. Services that may be performed with the combined use of the TeleBank Customer Identifier and the TPIN

5.3.2.1. Services provided via the automated TeleBank service:

- Credit Card balance inquiries;
- modification of TPIN required for TeleBank identification;
- application for and generation of a new Login Password for NetBank.

5.3.2.2. administration services provided via TeleBank

- immediate application for NetBank;
- this section sets out the services described in the section entitled 'Services available without a TPIN via TeleBank after checking personal data and product use information;

- Credit Card transactions (activation, blocking, modification of time lock limit, blocking and modification of primary account);
- SMS Services (administration relating to the online purchase checking SMS code service);
- NetBank and MobilBank transactions (application, activation, modification of user data, generation of new login password and lifting of a ban);
- reporting of changes in data provided by the Account Holder to the Bank in connection with the Credit Card Contract, unless the law or the Contract requires that this be done in writing or the document containing the data be submitted in person for inspection;
- reporting complaints relating to the Credit Card Contract, the use of Credit Card and services;

5.4. The Bank provides the following Transactions and services in connection with the Credit Card as part of the Premium Banking Telephone Service and to its Private Banking and Erste World customers.

Erste Premium Customers may use the Premium Banking Telephone Service under an Erste Premium Agreement concluded with the Bank and Erste Investment Zrt. As part of the Premium Banking Telephone Service, the Account Holder may give the Bank certain orders via a Premium Banker assigned to the Account Holder, on the telephone number of the dedicated Premium Banker, by way of a recorded telephone conversation on a telephone number used by the Premium Banker. Given that the Bank operates the Premium Banking Telephone Service via the TeleBank system, the Bank performs the Account Holder's identity check for the use of the Premium Banking Telephone Service on the basis of the combined disclosure of the TeleBank Customer Identification Code attached to TeleBank and the TPIN. Consequently, the Account Holder may only use the Premium Banking Telephone Service if his or her Erste Premium Customer status exists and he/she has the Erste TeleBank service with the Bank and a related valid TeleBank Customer Identification Code and TPIN.

The range of orders associated with the Credit Card, which may be submitted via the Premium Banking Telephone Service:

- a) requesting SMS Services;
- b) book-entry transfer order to credit card account for the settlement of credit card debt.

The Bank stops providing the Premium Banking Telephone Service if the Account Holder's Erste Premium Customer status has been terminated.

Under a relevant separate agreement, Private Banking Customers may also give orders for payment and other financial services specified in the Private Banking Announcement at the Bank by way of a so-called Erste Private Banking recorded telephone conversation and fax outside the TeleBank system.

Under a relevant separate agreement, Erste World Customers may also give orders for payment and other financial services specified in the Announcement at the Bank by way of the so-called Erste Private Banking recorded telephone conversation and fax outside the TeleBank system.

6. The Bank may also offer other Transactions and services in the future as part of its TeleBank Service, and appropriately informs the Account Holder about the terms and conditions of such Transactions and services.

#### 7. Execution of orders submitted via TeleBank

The Bank accepts orders received via the TeleBank system with the same content requirements as those set for orders given in writing.

If the Account Holder provides the data required for the execution of an order incorrectly or incompletely, the Bank is not liable for any damage that may arise therefrom. The Bank refuses to execute the order if the Account Holder's identity check failed.

In the case of orders subject to TPIN identification, the order may be considered accepted by the Bank and the Bank considers the order approved by the Account Holder when, having logged into the TeleBank system after providing the correct codes (TeleBank Customer Identifier and TPIN), the Account Holder clearly confirms the order given by him/her orally by telephone and the TeleBank system/Operator states the fact that the order has been entered after such confirmation. In the case of orders subject to checking personal data and information about the use of the product (11.2.2), the order may be considered accepted by the Bank and the Bank considers the order approved when, identified by the Bank after the checking of the data, the Account Holder clearly confirms the order given by him/her orally by telephone and the TeleBank Operator states the fact that the order has been entered after such confirmation. The Bank rejects the execution of the order if the Account Holder fails or refuses to confirm the order.

The Bank is entitled to regard orders during the entry of which a technical problem arises (e.g. a call is interrupted, the battery of the mobile phone runs down, etc.) and thereby the order is and/or its acceptance is not confirmed as ones not given.

The TeleBank automatic menu system and the TeleBank Operator inform the Account Holder about unaccepted orders automatically, when the order is given, and after processing the order, respectively. The Bank is not liable for any damage arising from failure to take the necessary steps.

If the required balance, including the amount of fees and charges to be charged for the execution of orders, which are due simultaneously with the execution of the order, is not available on the Account Holder's bank account at the time of the execution of orders, the Bank will refuse the order given via TeleBank.

The dates and times of receiving, accepting and executing orders that may be submitted via TeleBank are set forth in the Bank's Announcement, while the detailed rules for the execution of orders are set out in the General Terms and Conditions and contracts applicable to the given order as well as the Bank's Business Rules.

The Account Holder hereby accepts that the orders given in the TeleBank system may be withdrawn, cancelled or modified in accordance with the provisions of the credit card account contract affected by the order (including the relevant GTC for Retail Credit Cards). The Bank is entitled to reject (refuse) the execution of the Account Holder's orders containing details that do not fulfil the legislative provisions and contractual terms in force or that are incomplete, incorrect or otherwise inadequate.

The Bank is entitled to withdraw the availability via TeleBank of certain Transactions and services if the risk relating to the given Transaction and service or the provisions of the legislation applicable to the given service and Transaction change in an unfavourable direction.

#### 8. Confirmation of TeleBank Transactions and services

The Bank records all Transactions executed during the use of the TeleBank service and confirms them to the Credit Card Holder through the Account Statement relating to the given month. In addition, the Bank records all TeleBank telephone conversations. The Account Holder hereby accepts that the data recorded by the Bank in connection with the Transaction constitute appropriate evidence for the Bank to credit or debit the account with the amount of the Transaction or to fulfil the service request. The Account Holder is obliged to notify the Bank if, to his or her knowledge, there is a discrepancy between the data of the Transaction or service request made by him/her and the Account Statement, or if the data related to the Transaction as stated in the Account Statement are for some other reason not true or correct.

## 2. NetBank and MobilBank

The Bank ensures its operation in accordance with the Contract, the present GTC, the Bank's relevant Business Rules, the relevant Announcement, the Instructions of Use for the NetBank Electronic Interface and the Instructions of Use for MobilBank only in the event of the joint application of the technical conditions specified therein and hereinbelow and in the event of compliance with the Security Rules forming part of the Contract. The Bank notifies the Account Holder of any change in the minimally expected technical conditions specified below (e.g. issue of a new NetBank/MobilBank version) on the Erste NetBank Interface and, in the case of MobilBank, in the app stores and on the Bank's website.

The Bank warrants that Erste NetBank/MobilBank can be used in accordance with its intended purpose if the technical devices specified in the following section are provided. The Bank's warranty does not include the Account Holder's computer and peripheral devices as well as the data stored and software run on the computer devices. The Bank is not obliged to verify whether the Account Holder has provided the appropriate technical conditions in respect of his or her devices and peripheral devices for using Erste NetBank/MobilBank as well as in respect of the data stored and software run on the computer devices.

Technical conditions to be applied during, and minimally required for, the use of the Erste NetBank/MobilBank system related to the Erste NetBank/MobilBank service:

In the case of NetBank:

- personal computer or another computing device suitable for running a browser, (e.g. a tablet);
- Internet connection;
- use of an appropriately safe operating system on a computer device, which is still supported by the software manufacturer (when these GTC are issued, e.g. Microsoft Windows 7 or higher, Ubuntu 14.04. LTS or higher);
- a browser installed with safety updates, which allows appropriately safe Internet communication and of a version supported by a major software manufacturer (when these GTC are issued, e.g. Internet Explorer 11 or higher, Edge, Chrome 62, Firefox 52 and Safari 10 or higher);
- the browser used must support the use of 256-bit SSL, Javascript, cookies and TLS version 1.1.
- the Account Holder using it has a mobile telephone device suitable for receiving SMSes and an operational SMS service with one of the telecommunications service providers. The application can be downloaded to smart phones with an Android or iOS operating system from GooglePlay and AppStore. The minimum required version number is available on the Bank's website, on its Erste MobilBank webpage.

During the use of the Erste NetBank/MobilBank system, the Account Holder is obliged to fully comply with the regulations applicable to the use of the Erste NetBank/MobilBank service (in particular, the provisions of the present GTC, the Security Rules and the Instructions of Use). The Account Holder is to bear any damage that may arise from ignoring the provisions, instructions and security regulations applicable to the user.

The Erste NetBank/MobilBank service can be used 24/7. The Account Holder hereby accepts that the Erste NetBank/MobilBank system, and thus the Erste NetBank/MobilBank services, may be periodically suspended.

Information sent via Erste NetBank/MobilBank system is encrypted, and the system defends itself against illegal logins. Only Account Holders holding a valid NetBank Identifier and Login Password may log into Erste NetBank as user. The use of Erste MobilBank requires a valid NetBank service. After the first login, the application can be started by means of a six-digit mPIN provided by the user during registration. The mPIN used in MobilBank is not the same as the MobilePay mPIN.

Orders given via Erste NetBank/MobilBank are recorded by the Bank's computer system. The Account Holder hereby accepts the authenticity of the data recorded in the Bank's electronic banking system and accepts the same in the event of any dispute as evidence relating to both the submission and execution of the orders. The Account Holder hereby accepts that the time recorded by the Bank's computer system has to be taken into consideration as the time of receipt by the Bank of orders sent via the Bank's Erste NetBank/MobilBank system.

### **CONCLUSION OF CONTRACT VIA ERSTE NETBANK AS IDENTIFIED ELECTRONIC MEANS**

The Credit Card Holder who already has a contract for financial and/or supplementary financial services and a contract for Erste NetBank services with the Bank shall be entitled to enter into another contract for financial and/or supplementary financial services with the Bank via Erste NetBank. The Bank shall enter into a contract via Erste NetBank only for financial and/or supplementary financial services in the Announcement of which it has stated the conclusion of contracts via Erste NetBank as a method for the conclusion of contracts.

Erste NetBank is a channel considered to be an identified electronic means under the Credit Institutions Act. The language of the contracts concluded via Erste NetBank shall be Hungarian. The contract is considered to be a written contract that is recorded by the Bank and that is available to the Customer later under the menu item *My requests/Documents received* within Erste NetBank. The individual declarations shall enter into force upon disclosure.

Contracts concluded via Erste NetBank are subject to Act XXV of 2005 on service contracts in the financial sector concluded via telesales.

The Bank shall provide the information mandatory under the legal rules applicable to the conclusion of contracts to the Credit Card Holder electronically, via telesales at Erste NetBank, during application.

### **IDENTIFICATION CHECK OF THE ACCOUNT HOLDER AS NETBANK USER**

If the Login SMS code sending service has not been activated, login into the Erste NetBank system requires the joint entry of a NetBank Identifier and a Login Password by the Account Holder using it. After these identifiers have been correctly entered, the Bank will authorise login into the NetBank system. If an incorrect NetBank Identifier and/or Login Password is provided, the Bank will refuse login into the NetBank system.

In the appropriate menu item of the NetBank Interface, the Account Holder may specifically request (activate) that the Bank send a one-time Login SMS code to the Account Holder before authorising each login into the NetBank system in an SMS message to the Password Telephone Number provided by the Account Holder. If the 'Send a Login SMS code' is activated, in addition to providing a NetBank Identifier and a Login Password, the authorisation by the Bank of login into the NetBank system also requires the provision of a Login SMS code. If an incorrect SMS Entry Password is given or an SMS Entry Password is not used for entering the system within five minutes after the time when such SMS message is sent, such SMS Entry Password's validity will terminate, and the Bank will refuse access. If the Login SMS code sending service is used, the Bank will authorise login into the Erste NetBank system after the NetBank Identifier, the Login Password and the one-time Login SMS code have been provided jointly and correctly. During the term of the Contract, the Account Holder is entitled, at any time, to cancel (inactivate) the Login SMS Code Sending Service in the appropriate menu item of the NetBank Interface. In this case, the Bank will terminate the Login SMS Sending Service after receiving the cancellation.

Login into the NetBank system authorised by the Bank is considered, as identity check, equivalent to the Customer's identity check specified in the present GTC and the examination of the right to give instructions regarding the credit card account. The Account Holder is entitled to use the Erste MobilBank services after an identity check in accordance with the present GTC.

When applying for the Erste MobilBank service, the Account Holder is obliged to change the Initial Login Password sent to the Password Telephone Number in an SMS message when making his or her first login. In the event of failure to do so, the central system of Erste NetBank will not allow login at the next login attempt until the Account Holder has not changed the Initial Login Password. When the Account Holder logs in the next time, he/she is entitled to change the Login Password provided by him/her on the Erste NetBank Interface at any time.

On the basis of the NetBank Identifier, the Login Password and, if the Account Holder has the Login SMS Code Sending Service, the correct entry of the Login SMS code, the Bank will execute orders initiated after login into the NetBank system authorised by the Bank as the Account Holder's order, with the proviso that the given order has always to be specifically approved (by pressing the 'Send' button) on the separate screen interface of Erste



NetBank for the execution of the orders as confirmation, after the repeated verification of the details of the order, with the proviso that in the case of orders created from a non-Validated Template, the entry of the Transaction Code sent by the Bank in an SMS message (except for (a) orders subject to registration [e.g. redemption of Wizz Air points, payment involving an electronic account]; (b) orders between own accounts; and (c) customisation of the NetBank Interface) also requires that the order be sent to the Bank. The Bank regards payment orders sent by the Account Holder after the electronic identity check described in this section as a payment order approved by the Account Holder.

The Account Holder is obliged to treat and keep the Login Password, the NetBank Identifier, the Login SMS code (if he/she has activated the relevant service) and the Transaction Code confidentially vis-à-vis everyone (in the case of the last three codes, except for the Bank), and to further ensure, by acting with the greatest care, that it does not become known or accessible to unauthorised third parties. The Account Holder may not take note of his or her identification codes and may not record them on any object forming part of the Erste NetBank System or on any other object kept together with the NetBank system. Pursuant to the present GTC, a breach of such security and crime prevention liability by the Account Holder is deemed wilful or gross negligence. The Bank does not examine whether the user of such Identification Data is authorised to use them or the conditions of use. The Account Holder is deemed liable for the unauthorised use of Identification Data by unauthorised third parties in accordance with the provisions set forth in Clause 5.16 of the present GTC.

For security reasons, the Bank sets a Time Lock Customer Limit Function in connection with the use of the Erste MobilBank service, which is (a) an Individual Transaction Limit or (b) a Daily Transaction Limit. If the Account Holder exceeds the Time Lock Customer Limit, he/she may not enter any payment order via the Erste NetBank System. A warning regarding this is sent by the Erste NetBank Interface after the order has been sent (after the 'Send' button is pressed). The default Time Lock Customer Limit is set forth in the Bank's relevant Announcement. The Account Holder may modify the default Time Lock Customer Limit via TeleBank after TPIN identification, for maximum 12 hours. Upon the modification of the limit, the modified Time Lock Customer Limit will be set immediately.

The Account Holder may receive information about the following and may carry out the following Transactions, settings and modifications by means of NetBank:

- (i) Information about Credit Card Settlement Account, balance enquiry (Book Balance and Available Balance, Total Amount of Credit Line), information about Transactions on the Credit Card Settlement Account, pending Transactions (being entered in the books, frozen amount), Minimum Amount Payable, Payment Deadline, Last Accounting Date, Accounting Date Balance and payments made since the Accounting Date, and downloading all these to the Credit Card Holder's computer;
- (ii) if the Bank also keeps a bank account for the Credit Card Holder, transfer of amounts between this bank account and the Credit Card Settlement Account (Credit Card repayment);
- (iii) requesting the regeneration of the PIN;
- (iv) setting, viewing and modifying electronic Account Statements;
- (v) entering, modifying and cancelling direct debits,
- (vi) one-time HUF transfer orders/transfer order to the debit of the Credit Card Settlement Account,
- (vii) list of bank cards (details of principal and Supplementary Card, modification of permanent and time lock limit);
- (viii) collection of Wizz Air points (a function available to customers holding a Wizz Air credit card, activation of Point Register Function, point balance information, redemption of points and point collection history);
- (ix) in the case of Erste Platinum Credit Card: function related to the Erste HUF balance and redemption;
- (x) in the case of Erste Max Credit Card: Credit Card category management and functions related to the Erste HUF balance and redemption;
- (xi) information about card transactions
- (xii) Main Credit Card activation, in the case of the Credit Card sold outside a bank branch

#### IDENTIFICATION OF THE ACCOUNT HOLDER AS MOBILBANK USER, FUNCTIONS OF THE MOBILBANK

1. Entry in the Erste MobilBank system requires the joint entry of a NetBank Identifier and a Login Password by the Account Holder using it on the first occasion. After these identifiers have been correctly entered, the Bank will authorise login into the MobilBank system. If an incorrect NetBank Identifier and/or Login Password is entered, the Bank will refuse login into the MobilBank system. At the time of the first login, the Bank sends a one-time Login SMS code to the Account Holder in an SMS message to the Password Telephone Number provided by the Account Holder in the NetBank Contract. In addition to providing a NetBank Identifier and a Login Password, the authorisation by the Bank of login into the MobilBank system also requires the entry of a Login SMS code on the first occasion. If an incorrect SMS Entry Password is given or an SMS Entry Password is not used for entering the system within five minutes after the time when such SMS message is sent, such SMS Entry Password's validity will terminate and the Bank will refuse access.

2. After his or her first successful login, the Account Holder has to provide a six-digit so-called mPIN identifier. Subsequent logins are done by means of this mPIN, and it is no longer necessary to use the NetBank Identifier and Password.

Login into the MobilBank system authorised by the Bank is considered, as identification, equivalent to the Customer's identity check specified in the present GTC and the examination of the right to give instructions

regarding the account. The Account Holder is entitled to use the Erste MobilBank services after his or her identity check in accordance with the present GTC.

On the basis of the correct entry of the NetBank Identifier, the Login Password and, later, the mPIN, the Bank will execute orders initiated after login into the MobilBank system authorised by the Bank as the Account Holder's order, with the proviso that the given order has always to be specifically approved on the separate screen interface of Erste MobilBank for the execution of the orders as confirmation, after the repeated verification of the details of the order, with the proviso that in the case of orders created from a non-Validated Template, the entry of the Transaction Code sent by the Bank in an SMS message (except for (a) orders subject to registration [e.g. payment involving an electronic account] and (b) transfers between own accounts) also requires that the order be sent to the Bank. The Bank regards payment orders sent by the Account Holder after the electronic identity check described in this section as a payment order approved by the Account Holder.

3. The Account Holder is obliged to treat and keep the Login Password, the NetBank Identifier, the mPIN, the Login SMS code (if he/she has activated the relevant service) and the Transaction Code confidentially vis-à-vis everyone (in the case of the last four codes, except for the Bank), and to further ensure, by acting with the greatest care, that it does not become known or accessible to unauthorised third parties. The Account Holder may not take note of his or her identification codes and may not record them on any object forming part of the Erste NetBank/MobilBank system or on any other object kept together with the NetBank/MobilBank system. Pursuant to the present GTC, a breach of such security and crime prevention liability by the Account Holder is deemed wilful or gross negligence. The Bank does not examine whether the user of such Identification Data is authorised to use them or the conditions of use. The Account Holder is deemed liable for the unauthorised use of Identification Data by unauthorised third parties in accordance with the provisions set forth in Clause 5.16 of the present GTC.

For security reasons, the Bank sets a Time Lock Customer Limit Function in connection with the use of the Erste MobilBank service, which is (a) an Individual Transaction Limit or (b) a Daily Transaction Limit. If the Account Holder exceeds the Time Lock Customer Limit, he/she may not enter any payment order via the Erste MobilBank system. A warning message regarding this is sent by the Erste MobilBank Interface after the order has been sent. The default Time Lock Customer Limit is set forth in the Bank's relevant Announcement. The limits set in Erste MobilBank are determined by the Bank and may not be modified by the Account Holder on the MobilBank interface.

4. The Bank may send notices and messages to the Credit Card Holder via NetBank/MobilBank. The Credit Card Holder expressly accepts that by using the appropriate modules, text windows and other, similar-purpose tools of NetBank/MobilBank (e.g. click acceptance, email), the Parties may validly notify each other in relation to the Contract, provided that, prior to such communication, the Bank is able to identify the Card Holder on the basis of his or her NetBank code in the manner specified in the present Contract.

5. It is not possible to withdraw or modify Transactions via NetBank (except direct debits).

6. The Bank does not send any notice of the Transactions executed by NetBank via NetBank unless the Bank cannot execute the Transaction for some reason.

7. The Bank may also offer other types of Transactions and Services as part of its NetBank Service and informs the Credit Card Holder of the terms and conditions of such Transactions/Services in the appropriate form.

8. The Bank is entitled to withdraw the availability via MobilBank of certain Transactions and services if the risk relating to the given Transaction or service or the provisions of the legislation applicable to the given service or Transaction change in an unfavourable direction.

9. Login and activation

The Bank makes the NetBank and Mobilbank services available to all Account Holders, without placing them under any obligation to use the services. A condition for actually accessing and using NetBank and MobilBank is that the Account Holder request the service at a bank branch or via agents of the Bank or via TeleBank and, in the case of MobilBank, download the application via the Google Play or AppStore, and accept the conditions pertaining to the service.

10. The Bank is entitled, at any time and without prior notification and without giving an explanation, to alter, suspend or terminate the NetBank service or the Account Holder's right to use the NetBank service for reasons of security or maintenance. The Bank is not liable for any damage or loss sustained by the Account Holder due to the change, suspension or termination concerned.

Termination of the NetBank services

11. If the Account Holder detects or suspects that any unauthorised third parties may have gained access to his or her details in the course of the NetBank/MobilBank service or an unauthorised transaction has been carried out in connection with his or her Credit Card Settlement Account via NetBank/MobilBank, he/she is obliged to notify the Bank.

12. The Account Holder may report, at any time, in writing, via NetBank or by telephone, the fact that he/she requests the termination of the NetBank service, that is, that he/she renounces the use of this service. The Credit Card Holder's access to NetBank ceases to exist on the working day after the renouncement is set in the Bank's system.

13. Different conditions applicable to MobilBank services

Conditions pertaining to the NetBank services have to apply to the MobilBank service with the differences set out in this chapter.

14. Access to Netbank services requires an active mobile cash substitution connection and a mobile telephone device on which an cash substitution browser application has been installed. It is possible that in the case of

certain devices and software combinations the NetBank service or certain Mobilbank functions cannot be used in the optimal manner.

15. The MobilBank service becomes accessible to the Account Holder together with his or her registration for the NetBank service. The MobilBank service may be applied for by downloading the application from the App Store. If the Credit Card Holder has previously requested the NetBank service, the MobilBank service will also become automatically available to him/her, without any obligation to use the service or to pay a separate related fee for it.

16. Functions available via MobilBank are as follows:

- (i) Account information,
- (ii) Card transactions information,
- (iii) Credit card repayment,
- (iv) display of the permanent limit,
- (v) Time Locked Limit modification.

17. The MobilBank service will terminate automatically and simultaneously upon the termination for any reason of the NetBank service.

### 3. Erste SMS Services

#### Rights and obligations of the Parties

1. Depending on the conditions actually set by the Bank at a given point of time, the Account Holder may specify on the Electronic Services Form via TeleBank under what conditions it wishes to use the Erste Alert Service in connection with his or her credit card. The messages of the SMS Alerting Service are sent to the Mobile Telephone Number.

2. Account Holders may receive messages from Purchases and Cash Withdrawal Transactions carried out with their own cards or the Supplementary Card Holder's Credit Card.

3. The Bank sends messages in accordance with the conditions specified by the Credit Card Holder, in Hungarian or English, to the Mobile Telephone Number. These messages are provided only for indicative purposes.

4. The Card Holder is not able to send messages to the Bank or to respond to any messages sent by the Bank.

5. The Bank reserves the right to suspend the Service without prior notification if this is necessary for maintenance or security reasons.

6. The Account Holder is obliged to ascertain prior to requesting the Service whether his or her mobile telephone or personal computer is suitable for receiving such messages.

7. The Account Holder is obliged to make every effort to prevent unauthorised persons from gaining access to his or her mobile telephone.

8. The Account Holder is obliged to inform the Bank in writing, via TeleBank or NetBank, if his or her Mobile Telephone Number changes, in a way that ensures that the written notice is received by the Bank before such change actually occurs. Until it receives such notification, the Bank sends the messages to the former mobile phone number. The Bank is liable for any damages arising from this.

9. Simultaneously with applying for the SMS Service, the Account Holder authorises the Bank to forward information relating to his or her Credit Card Settlement Account and described in the sections of the present GTC relating to the individual SMS Services, including information qualifying as bank secret, to the Mobile Telephone Number(s) provided to the Bank by the Account Holder and recorded by the Bank, in SMS messages, in the cases and at the dates specified in the present GTC. The Account Holder is aware that the SMSes will be sent via the mobile service provider company (companies) used by the Bank and the Account Holder, thus he/she consents to the transfer of the information referred to above by the Bank to the mobile service provider(s). An SMS message is sent automatically, without human intervention, after a transaction. By accepting the application and the activation, the Bank agrees to forward SMS messages with given contents to the telephone number(s) provided by the Account Holder. In the case of Account Holders with TeleBank, the Bank forwards the above information only after the SMS Service has been specifically applied for at a bank branch or after it has been activated via TeleBank.

10. The Account Holder is obliged to report any change in his or her details provided to the Bank, in particular, those involving Mobile Telephone Number(s) used for receiving SMS messages and/or email addresses, forthwith. No liability lies with the Bank as a result of failure to do so. The Account Holder is obliged to handle his or her mobile telephone device and SIM card and email account suitable for receiving SMSes with due care and not to allow access thereto by unauthorised persons. The Account Holder is obliged to report via TeleBank forthwith if he/she has detected that his or her mobile telephone or SIM card or email account had been removed from his or her possession or may have become accessible to an unauthorised person, and hereby accepts that no liability lies with the Bank as a result of failure to do so. The Bank treats such report as a request for terminating the SMS service, on the basis of which the Bank terminates the SMS service.

11. The Bank hereby excludes its liability for any delay in the transmission and receipt of SMS messages or any defective performance that did not arise only within the Bank's control, in particular, for the event of any defect, inoperation or maintenance arising for any reason in the operation of the telecommunications service provider forwarding the SMS message. In this connection, the Account Holder hereby accepts that the Bank does not assume liability for the time of the actual delivery of forwarded SMS messages, given that it depends on a number of variable technical conditions, in particular, the mobile network capacity of and actual load on the

telecommunications service provider companies transmitting the SMS messages. The Bank is further not held liable for any damage that may arise for reasons arising within the Account Holder's control; in particular, if it is not possible to transmit or keep the SMS message sent within the SMS Service due to the Account Holder's inappropriate procedure or the lack of his or her appropriate procedure, such as the inoperation or unsuitability for service of the mobile telephone device or if he/she stays in an area not covered by mobile telephone service.

In connection with the provision of SMS Services, data transmitted during the operation of telephone networks, including data qualifying as bank secrets, may become known to unauthorised persons. The Account Holder hereby accepts and agrees to possible risks arising from this circumstance and renounces the enforcement of any claim against the Bank if he/she incurs any damage therefrom.

12. The Account Holder is entitled to also apply for SMS Service for a Supplementary Card Holder associated with the Credit Card Settlement Account. The Supplementary Card Holder is not entitled to apply for SMS Service, to change the SMS message sending limit and the Mobile Telephone Number, or to suspend or terminate the SMS Service.

#### A) Erste Credit Card Alert

The Erste Credit Card Alert means a Service of the Bank as of the date specified in the Announcement within which – depending on what is actually specified by the Bank at the given time – the Credit Card Holder may receive information about debits to the Credit Card Settlement Account, Transactions executed with the Credit Card (in the event of Purchases, Online Purchase Transaction, the Bank's obligations to provide information prescribed by legislation on money transactions, and other Contract-related and general banking information, in the form of short text message (SMS) sent to his or her mobile telephone.

The Account Holder hereby accepts that the Bank can send an SMS message about the Transaction to the Account Holder only if the Bank's card system has received a notice of the use of the Credit Card.

The Bank is entitled to set a minimum amount limit to Erste Credit Card Alert Service. In the event of setting a minimum amount limit, the Bank will not send a notification of the transaction, that is below the minimum amount limit. The sum of the minimum amount limit is contained in the Announcement.

The Account Holder is entitled to set a unique minimum amount limit, which differs from the minimum amount limit published in the Announcement. In this case, the Bank will not send notification of the transaction below the unique minimum amount limit. This unique minimum amount limit may be modified by the Account Holder prospectively.

In the case of transactions made with a Credit Card in a foreign currency, the amounts stated in the Erste Credit Card Alert may deviate, due to possible exchange rate fluctuations, from the amount established and deducted at the time of settlement, because the dates of the transaction and its settlement are different. The settlement date and the exchange rates applied for settlement are set forth in the Bank's Announcement. Notices are given in HUF amounts.

#### B) Erste CardGuard Service

It is a banking service provided by the Bank through which the Bank forwards information, in the form of SMS messages, about transactions made with a Credit Card associated with his or her credit card account to maximum three Mobile Telephone Numbers provided by the Account Holder. The Bank sends SMS messages regarding the following transactions:

- Purchase (successful/unsuccessful);
- Cash withdrawal (successful/unsuccessful);
  - at POS terminals,
  - from ATMs;
- MasterCard MoneySend transactions (a transaction authorised by the Bank);
- bank card transactions that fail for a technical or other reason (e.g. the use of an incorrect PIN);
- alteration of a PIN at an ATM;
- cash payment to suitable ATMs;

It is a condition of using the CardGuard service that the Account Holder has a Credit Card Contract with the Bank. When activating his or her CardGuard service via TeleBank or, if the application was made in person at a branch, on a separate form, the Account Holder may specify for which Credit Card and in the case of Transactions above what amount (SMS message sending limit) he/she will use the SMS service. The Account Holder is entitled to change these data at any time via TeleBank or in person at a bank branch.

The Account Holder hereby accepts that the Bank can send an SMS message about the Transaction to the Account Holder only if the Bank's card system has received a notice of the use of the Credit Card.

In the case of transactions made with a Credit Card in a foreign currency, the amounts stated in the CardGuard SMS may deviate, due to possible exchange rate fluctuations, from the amount established and deducted at the time of settlement, because the dates of the transaction and its settlement are different. The settlement date and

the exchange rates applied for settlement are set forth in the Bank's Announcement. Notices are given in HUF amounts.

In the case of MasterCard MoneySend Transactions, the CardGuard SMS is sent out upon authorisation following the receipt of the Transaction by the Bank, in the case of both successful and unsuccessful Transactions. The Bank does not send a CardGuard SMS regarding the completion of the Transaction, that is, the crediting of the amount sent/received as part of the Transaction to the bank account. The following special information is stated in the CardGuard SMS:

- recipient's name,
- recipient card type,
- last four digits of the recipient card number,
- sender's name,
- amount sent and its currency (original),
- date and time of receipt of the transaction by the Bank,
- result of the authorisation of the transaction: successful/unsuccessful.

The Bank is entitled to set a minimum amount limit to Erste CardGuard Service. In the event of setting a minimum amount limit, the Bank will not send a notification of the transaction, that is below the minimum amount limit. The sum of the minimum amount limit is contained in the Announcement.

The Account Holder is entitled to set a unique minimum amount limit, which differs from the minimum amount limit published in the Announcement. In this case, the Bank will not send notification of the transaction below the unique minimum amount limit. This unique minimum amount limit may be modified by the Account Holder prospectively.

#### C. Accounting Date SMS Service

A service provided by the Bank within which it forwards an Accounting Date SMS on the day following every settlement period to maximum one Mobile Telephone Number specified by the Credit Card Account Holder in the TeleBank Contract, which includes his or her debt owed on the credit account at the Accounting Date, the minimum amount payable and the payment deadline. The Accounting Date SMS Service forms part of the credit card service, therefore, the Bank sends it to the Credit Card Account Holder's Mobile Telephone Number without separate activation. The Credit Card Account Holder may modify the number of his or her device suitable for receiving Accounting Date SMSes via TeleBank after his or her identity check.

#### D. Internet Purchase Confirmation SMS Code

Within the Internet Purchase Confirmation SMS Code Service, the Bank forwards an Internet Purchase Confirmation SMS Code, in the form of an SMS message, to a Mobile Telephone Number provided by the Account Holder for the approval of an Internet purchase transaction initiated via the Internet with a credit card associated with the Account Holder's bank account specified by him/her.

Within the Intranet Purchase Confirmation SMS Code Service, a minimum technical condition required for the provision of a confirmation code is sent in an SMS message is to have an Internet Explorer 7, Chrome 11, Firefox 6, Safari 5 or Opera 11 version browser or higher.

#### 14. TeleBank services associated with SMSes

The Account Holder may further use the following SMS-related services via TeleBank:

- activation,
- modification,
- cancellation.