Raiffeisen Bank Zrt.
Operating license number: 22/1992
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Company registration number: 01-10-041042
Registered office: 1133 Budapest, Váci út 116-118.
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BUSINESS CONDITIONS FOR MERCHANTS

(BCM)

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

Announced: *31 August 2026.*

Effective as of: *1 September 2026.*

Provisions entering into force or are deleted (crossed out) are highlighted in yellow.

Some provisions entering into force or are deleted (crossed out) as of 10th September 2026, which are highlighted in red.

Content

INTRODUCTION

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

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

CHAPTER I - CARD ACCEPTANCE SERVICES

Part I - GENERAL PROVISIONS

1. RELATIONSHIP BETWEEN THE PARTIES

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

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

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

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

1.3. If the Card Acceptance Agreement contains provisions that differ from or conflict with the provisions of the BCM and the GBC, the provisions of the Card Acceptance Agreement shall prevail.

1.4. **The services covered by these BCM are in the process of being introduced, and the provisions of these BCM shall become effective on the date specified in the Announcement in Annex I, at the same time as the relevant service is introduced.**

1.5. **Definitions**

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

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

Bank means Raiffeisen Bank Zrt.

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

Gross Settlement means an arrangement where the amounts due to the Acceptor for the use of the Card Acceptance Service, as well as the Bank's fees, commissions and costs, are settled such that the amounts paid by the Payers to the Acceptor are credited to the Payment Account, or Other Payment Account designated as the settlement account, without any deduction of Bank fees, commissions, or costs, and the Acceptor shall pay the fees, commissions, and costs due to the Bank in connection with the use of the Card Acceptance Service based on the invoice issued by the Bank, to the account, in the manner, and within the deadline specified therein. Gross Settlement may only be arranged subject to the Bank's express approval.

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

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

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

Other Payment Account means a payment account maintained in HUF with another Hungarian service provider, which—provided that the Bank does not require the opening of a Payment Account with the Bank and the conclusion of a related agreement as a precondition for entering into the Card Acceptance Agreement—may be specified by the Parties in the Card Acceptance Agreement as the account for settling amounts arising from the Card Acceptance Service. The Acceptor may designate an "Other Payment Account" as a settlement account only with the Bank's express approval. With regard to this Other Payment Account, the Bank requires that it should be a domestic HUF payment account listed in certified public records, and verified by an authenticated company extract, or by other means with the Bank's express consent.

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

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

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

Parties mean the Acceptor and the Bank collectively.

Payment link: Bank provides a secure, closed, online interface for merchants with vPOS to create unique payment links by providing the following information: Amount, order ID, Description, expiry date (the date until the transaction can be settled by credit card). The resulting payment link is a unique URL containing the information provided, which the payer can click on to make an online payment by credit card to complete the financial settlement of the order resulting from his/her relationship with the merchant. The delivery of the payment link to the payer is the merchant's responsibility, for which Bank does not provide a secure channel.

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

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

Temporary POS Terminal means a POS terminal installed as part of the temporary POS terminal service, which the Acceptor uses and leases exclusively during a specific period or Season, and which the Acceptor is required to have removed and returned to the Bank at the end of the Season, or a POS terminal that the Acceptor requests on an ad hoc basis for a single occasion, after which the Acceptor is required to have it removed and returned to the Bank.

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

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

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

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

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

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

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

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

Card Company(s) means VISA and MasterCard.

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

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

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

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

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

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

Net Settlement means an arrangement where the amounts due to the Acceptor for the use of the Card Acceptance Service, as well as the Bank's fees, commissions and costs, are settled such that the amounts paid by the Payers to the Acceptor are credited to the Payment Account, or Other Payment Account designated as the settlement account, after deduction of the Bank's fees, commissions, and costs, i.e. reduced by the amount of these.

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

Season means a period recurring annually, a clearly definable part of the calendar year to which the Acceptor's provision of services is aligned: typically, the Acceptor provides services during this period each year and terminates them at the end of this period.

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

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

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

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

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

SZÉP card means a cash substitute payment instrument defined in the Government Decree on the issuance and use of the Széchenyi Recreation Card.

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

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

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

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

2. GENERAL COMMITMENTS OF THE PARTIES

Commitments of the Acceptor

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

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

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

2.3. The Acceptor may not increase the amount payable by the Cardholder as consideration for the goods sold or services provided by the Cardholder because the Cardholder pays by Card, and the Acceptor may not charge fees, costs or other payment obligations for payment by Card.

2.4. The Acceptor may accept the Card only at the Acceptance Point(s) specified on the Application Form and only in the course of the sale of the product/service/fulfilment of payment obligations specified in the Card Acceptance Agreement, and only for the purpose of making the payment transactions specified on the Application Form. If the Acceptor sells a product or service for which the Bank is aware and accepts that the place of sale or provision of the service varies, in particular, but not limited to, in the case of taxis or mobile vendors, the restriction set out in the previous sentence shall apply to the sale of the product/service/fulfilment of payment obligations as specified on the Application Form and the Card Acceptance Agreement.

2.5. The Acceptor must request the Bank's written approval in due time, but at least 5 working days before the change in respect of:

- 2.5.1 A change or new designation of the sold product, service or activity specified in the agreement
- 2.5.2 Change of address of the Acceptance Point, designation of a new Acceptance Point,
- 2.5.3 Change of owner(s),
- 2.5.4 Change in the details specified in the agreement
- 2.5.5 Change of URL.

2.6. The Acceptor is obliged to check the correct functioning of the POS Terminal and/or softPOS Application or the Virtual Point of Acceptance at least once a day. If the Acceptor detects any irregularity, he/she shall immediately notify the Bank or the contractor designated by the Bank. The Acceptor undertakes to contact the Bank immediately if he/she notices any irregularities or misuse of the Card Acceptance Service.

2.7. The Acceptor shall comply with the provisions of the Card Acceptance Manual.

The Acceptor expressly accepts that the Bank shall not be liable for any damage caused to the Acceptor by any failure or interruption in the operation of the Internet connection used by the Acceptor to use the Card Acceptance Service.

2.8. The Acceptor shall bear all costs of establishing, operating and maintaining the Internet connection used by the Acceptor to use the Card Acceptance Service. The Acceptor shall bear full responsibility for the use, configuration and operation of IT solutions, systems and structures in the Acceptor's interest, as well as for any errors arising therefrom, and the Bank shall exclude all liability in this respect.

2.9. Any damage resulting from the improper use of the hardware or software required for the Card Acceptance Service shall be borne by the Acceptor.

2.10. The Acceptor may not transfer his/her rights under the Card Acceptance Agreement, nor may he/she transfer the right to use the POS Terminal, softPOS Application and vPOS Terminal to another party.

2.11. The Acceptor shall be obliged to cooperate with the Bank in order to settle any claims arising from any subsequent complaints procedures. This obligation of cooperation of the Acceptor shall survive the termination of the Card Acceptance Agreement without time limitation.

2.12. The Acceptor undertakes to provide the Bank, at the Bank's request, with the statements required by the Card Companies for the provision of data requested by the Bank.

2.13. If the Acceptor offers the Payer a rebate on the consideration for the goods or services in the legal relationship with the Payer for the provision of the goods or services, the Acceptor shall inform the Payer of this fact prior to the submission of the payment order by placing a notice of this fact in the Acceptance Point in a manner that is conspicuous to the Payer.

2.14. The Acceptor shall ensure that the Acceptance Points are aware of the obligations of the Acceptor under the Card Acceptance Agreement and shall ensure that the Acceptance Points comply with them.

2.15. The Acceptor undertakes to inform the Bank in writing without delay prior to the assignment in the event that the Acceptor entrusts a third party with the operation of the Acceptance Point. The Acceptor accepts that, if the Bank does not agree to the third party's assignment by the Acceptor, the Bank shall be entitled to exclude the Acceptance Point operated by the third party from the Acceptance Points covered by this Agreement. The Bank shall notify the Acceptor thereof.

2.16. The Acceptor accepts that if the annual number of transactions specified by the Card Companies is exceeded, the Bank shall require the Acceptor to make the declarations required by the Card Companies.

2.17. The Bank is entitled to monitor the Acceptor's sales traffic, Card-based Payment Transactions, Acceptance Points, the Virtual Acceptance Point if the vPOS Terminal is used, its IT equipment, data recording systems, office or business premises at any time and on an ongoing basis in order to verify the Acceptor's compliance with the obligations under the Card Acceptance Agreement and the Card Companies' requirements.

2.18. The Parties agree, and the Acceptor expressly agrees, that the Bank may use a subcontractor in the course of providing the Card Acceptance Service.

Commitments of the Bank

2.19. The Bank undertakes that, in the case of a software required for the use of the POS Terminal, the softPOS Application or the vPOS Terminal for which it is entitled to grant a licence, it will grant the

Acceptor a licence which the Acceptor may not transfer to another person, may not assign the right of use to another person and may not use the software in any manner other than as provided for in the Card Acceptance Agreement.

2.20. The Bank undertakes to provide the Acceptor with the Card Acceptance Manual, the POS Terminal, to perform the installation and commissioning of the POS Terminal for the Acceptor; to provide the Acceptor with the integration document, installation instructions, test keys for the installation of the softPOS Application and the vPOS Terminal, as well as the necessary documentation for the generation of the live keys.

2.21. The Bank undertakes to **(i)** electronically transmit to the Acceptor the data related to the Card-based Payment Transactions executed through the POS Terminal equipment installed by the Bank and the softPOS Application installed by the Acceptor, as well as the vPOS Terminal, i.e. to process the Card-based Payment Transactions, and **(ii)** credit the amount of the Card-based Payment Transactions less the commission under the Card Acceptance Agreement to the Acceptor's Payment Account with the Bank as specified in the Card Acceptance Agreement, or transfer the full amount of the Card-based Payment Transactions to the Other Payment Account specified in the Card Acceptance Agreement, i.e. arrange for the settlement/payment of the Card-based Payment Transactions.

2.22. The Bank undertakes to provide the Acceptor with the logos of the Card Companies and the Bank, thus ensuring that the Acceptor informs the Paying Parties about the possibility to pay via the POS Terminal, softPOS Application and vPOS Terminal.

2.23. When authorising a Card-based Payment Transaction, vPOS, the POS Terminal and softPOS Application will automatically perform the electronic authorisation request. The Bank only settles the Card-based Payment Transaction authorised by the Card Issuer or the Card Company.

2.24. The Bank undertakes to maintain a 24/7 call centre (Raiffeisen Direkt) for the Acceptor, where it will assist the Acceptor in case of problems with the acceptance of the Card and will carry out authorisation requests and data reconciliation in connection with the acceptance of the Card. The contact details of the call centre are published on the Bank's website.

2.25. The Bank undertakes to support the Acceptor in complying with the security standards required by the Visa and Mastercard Card Companies, the strict requirements for the retention of transaction data and data protection. It will explain these in detail to the Acceptor, including through training, and ensure that the Acceptor can demonstrably comply with them.

3. ACCEPTOR'S DECLARATION ON THE PREVENTION OF BANK CARD FRAUD

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

4. FEES, COMMISSIONS AND CHARGES FOR SERVICES

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

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

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

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

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

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

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

4.1. Installation and operating costs

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

4.2. Merchant Fee

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

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

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

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

4.3. Interchange Fee

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

4.4. System Fee

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

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

4.5. Connection Fee

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

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

4.6. Compliance with Acceptor's payment obligations

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

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

4.7. Default and consequences of default

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

4.8. The Bank's right to set-off

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

a) in the case of a Card-based Payment Transaction executed more than once, the amount of the payment initiated in the subsequent execution following the first execution,

b) the amount of a legitimate claim submitted by the Cardholder,

c) in the case of a complaint by the Cardholder, the amount of the Card-based Payment Transaction for which the Acceptor is unable to provide the Transaction Slips related to the Card-based Payment Transaction at the Bank's request or, in the case of a Recurring Payment, is unable to confirm the sending of the Transaction Slip, the slips presented are illegible or the slips do not comply with the provisions of these Terms and Conditions, including but not limited to, the Transaction Slip does not bear the Cardholder's signature (except for a Chip Card) or the authorisation number,

d) the Bank's loss, including any fine or penalty imposed on the Bank, caused by the Acceptor's unlawful conduct or the Acceptor's breach of the Card Acceptance Rules,

e) the amount of the Card-based Payment Transaction accepted by the Acceptor not on the basis of the authorisation request specified in the Card Acceptance Manual, or on the basis of an authorisation request with the wrong transaction type, or without the Bank's authorisation or despite the Bank's instruction to reject it,

f) in the event of termination of the Card Acceptance Agreement for any reason, the amount of damages, fees, charges, penalties that may be attributable to the Acceptor, in particular: the amount of any damage, costs, expenses related to the non-returned, damaged or incomplete and/or delayed return of the devices, equipment, their accessories installed by the Bank or on behalf of the Bank, as well as the amount of any damages and costs related to other devices supporting the acceptance, and the amount of any penalties resulting from the delayed removal of the stickers, logos indicating the Card Acceptance following the termination of the technical conditions of acceptance.

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

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

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

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

5. SETTLEMENT

5.1. Net and Gross Settlement

The Card Acceptance Service shall be settled on a net basis, unless the Parties have agreed to Gross Settlement with the Bank's express consent.

The basis for settlement shall be the transaction transmitted to the Bank in the form of electronic data or a card receipt.

a) Net Settlement

An Acceptor with Net Settlement accepts that the amount paid by means of the Card-based Payment Transaction accepted by the Acceptor and settled by the Bank will be credited/transferred by the Bank in the currency and to the payment account number specified on the Application Form, after deduction of the Merchant Fee and other fees, commissions and charges and other amounts owed to the Bank.

The Acceptor acknowledges that one-time fees and recurring fees payable by the Acceptor will be debited from the Acceptor's Payment Account held with the Bank; or, if the Parties have agreed that transactions arising from the Card Acceptance Service will be settled through an Other Payment Account, the Bank shall deduct the one-time and recurring fees, commissions, and costs payable by the Acceptor prior to immediate crediting and make only the remaining amount available to the Acceptor.

b) Gross Settlement

In the case of an Acceptor with Gross Settlement, settlement shall be conducted as described in Section 1.5 "Definitions."

If the Acceptor maintains a Payment Account with the Bank or uses other services provided by the Bank, and fails to meet its payment obligations by the due date specified on the invoice issued by the Bank, the Bank shall be entitled to set off such amounts in accordance with the rules set forth in the Card Acceptance Agreement.

If the Acceptor does not maintain a Payment Account with the Bank and does not use any services from the Bank other than the Card Acceptance Service, and fails to meet its payment obligations by the due date specified on the invoice issued by the Bank, the Bank shall be entitled to submit a collection order based on a letter of authorisation to the Merchant's account-keeping bank in accordance with Section 4.6.

5.2. Settlement date

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

In order to make the settlement with the Merchant at the earliest possible time in the case of POS and SoftPOS transactions, settlement shall be carried out on the basis of preliminary data available to the Bank. In the event of any discrepancy between the preliminary data and the final data provided to the Bank by the card companies (the content of the card company transaction files), the Bank shall be entitled, on the basis of the card company transaction files and without the Merchant's consent, to correct any prior credit or debit made on the basis of the preliminary data, and decrease/increase the Merchant's subsequent turnover by the amount of such correction and/or to apply the necessary debit/credit to the Merchant's Payment Account. The Bank shall notify the Merchant of such correction by amending the analytical records made available to the Merchant.

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

5.3. Transaction details report

After the amount due to the Acceptor has been transferred to the Acceptor (and, where applicable, any correction has been made based on the final data), the Bank will make a report available to the Acceptor on the Merchant Portal, which contains the following information

a) a reference by which the Acceptor can identify the Card-based Payment Transaction,
b) the amount of the Card-based Payment Transaction in the currency in which it is credited to the Acceptor's account,
c) the amount of the fees charged for the Card-based Payment Transaction, separately the Merchant Fee, the System Fee and the Interchange Fee.

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

5.4. Management of pennies

If the Bank and the Acceptor agree to designate an "Other Payment Account" as the settlement account, the Bank will transfer the integer forint amounts from the amount to be disbursed and handle the remaining fractional, "filler" parts (i.e. "pennies") with an accuracy of two decimal places in the technical account maintained by the Bank for the Acceptor, adding such fractional amounts to the amount to be transferred on the next transfer occasion.

6. HANDLING COMPLAINTS AND NOTIFICATION

6.1. Specific rules for complaints and notifications

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

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

The Acceptor must report to the Bank if:

a) The Cardholder has made only one purchase from the Acceptor or used the service with a one-time payment obligation, but the amount due has been credited to the Acceptor's bank account multiple times.

b) The amount paid to the Acceptor by means of the Card-based Payment Transaction has not been credited.

c) The Acceptor suspects that a Card has been misused.

d) The Bank transfers to the Payment Account specified in the Card Acceptance Agreement—or if the Acceptor does not have a Payment Account kept at the Bank, to the Other Payment Account specified in the Card Acceptance Agreement—any amount not due to the Acceptor.

e) The Acceptor did not enter the actual consideration as the amount of the Card-based Payment Transaction, or entered a higher amount than the actual consideration as the amount of the Card-based Payment Transaction and was unable to cancel or reverse the amount through the POS Terminal.

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

6.2. **Communicating the notification or complaint**

6.2.1. The Acceptor may request the Bank, in relation to the Card-based Payment Transaction, the bank debit or deduction by the Bank, within a period of up to 3 months from the date of the Card-based Payment Transaction, in case of a bank debit or a deduction by the Bank, from the date the statement is made available, to properly settle the Card acceptance, if the Card acceptance was not made in accordance with the terms and conditions set out in the Card Acceptance Agreement. When submitting a notification or a complaint, the Acceptor shall also submit the Bank the written documentation related to the Card-based Payment Transaction concerned by the reporting or complaint (in particular, a copy of the minutes of the Card-based Payment Transaction recorded at the Acceptance Point, cash register receipt, invoice, etc.), confirming the validity of the Acceptor's request. Complaints are handled in accordance with the rules of the Card Companies.

6.2.2. The Acceptor shall provide the Bank with all information and assistance in the event of any dispute between the Cardholder and the Bank in connection with the Card-based Payment Transaction made with the Acceptor. If the Acceptor reaches an agreement with the Cardholder or indemnifies the Cardholder during the complaint procedure, the Acceptor shall immediately notify the Bank thereof by sending the documents generated in this respect.

6.2.3. The Acceptor (i) may submit a written complaint to the Bank regarding Card-based Payment Transactions not settled/transferred by the Bank by referring to the Transaction Slip serial number, amount and date of the Transaction Slip.

6.2.4. The Bank is entitled to send the Acceptor's complaint to the contact details of the Bank's department indicated in the GBC.

6.2.5. The Bank investigates the complaint submitted by the Acceptor and notifies the Acceptor in writing of the result of the investigation within 30 calendar days of the submission of the complaint, or, if the involvement of the Issuer or the Card Company is required, upon expiry of the deadline set by the Card Company, and, depending on the result of the investigation, arranges for the financial settlement of the complaint.

6.2.6. The Acceptor expressly accepts that if the Issuer / Card Company receives any complaint regarding the Card-based Payment Transaction other than the execution of the payment itself or the execution of the Card-based Payment Transaction (e.g. a complaint about incorrect execution or the quality of the service) and the Bank is unable to reject such complaint, the Bank will charge the amount of the complaint back to the Acceptor. The Acceptor may assert any financial or compensation claims directly against the Cardholder.

6.2.7. If the Bank suffers damage due to the Acceptor's improper acceptance of the Card as a means of payment, which damage can be provably attributed to the Acceptor as a result of duplication, fraudulent Card-based Payment Transaction, prohibited data provision or collection, prohibited data request, reproduction, forgery or copying of the Card, acceptance of a false or unlawfully used Card, improper use of a POS Terminal, softPOS Application, vPOS Terminal, Recurring Payment without the Cardholder's consent or not in accordance with the Cardholder's consent, or use without the Cardholder's consent, the Acceptor shall compensate the Bank for any resulting loss incurred by the Bank.

6.2.8. If, despite the settings of the POS Terminal, the Acceptor or his/her employee or agent operates the POS Terminal incorrectly or improperly, in particular if he/she enters an incorrect amount, selects an incorrect currency or associated account, or enters an amount under an incorrect user name, the Bank shall not be liable for any damages resulting from the incorrect operation and the Acceptor shall be liable for such damages.

6.2.9. The Acceptor accepts that the Bank is entitled to investigate the circumstances of the execution of the Card-based Payment Transactions received by it, regardless of any concerns and regardless of any complaints, and to verify the circumstances of their authenticity with the Cardholder or the Issuer.

6.2.10. The Bank has the right to put the Acceptor's data in accordance with the rules of the Card Companies and the Central Credit Information System (hereinafter referred to as the "KHR") on a black list specified by the Card Companies and the KHR, if as a result of duplication, fraudulent Card-based Payment Transaction, prohibited data provision, prohibited data processing or any other conduct listed in the above paragraph 6.2.7 and attributable to the persons authorised to operate the POS Terminals, softPOS Application, and vPOS Terminals and, thereby to the Acceptor, has caused damage to any party involved in the Card-based Payment Transaction.

6.2.11. The Acceptor authorises the Bank that if the Acceptor does not act in accordance with the provisions of the Card Acceptance Agreement when accepting the Card as a payment instrument and the amount resulting from the Card-based Payment Transaction has already been credited/transferred by the Bank to the Acceptor prior to the complaint, to debit the Acceptor's Payment Account with the amount of the subsequently disputed Card-based Payment Transaction without the Acceptor's prior authorisation or, if the Acceptor does not have a bank account with the Bank, the Bank is entitled to set off this amount against any claim of the Acceptor against the Bank (in particular the amount of the Card-based Payment Transactions). Such authorisation by the Acceptor shall be deemed to constitute prior approval of the chargeback initiated by the Bank. If the Acceptor does not have a Payment Account at the Bank, the Bank shall have the right—in accordance with Section 4.6 of Annex 2 to this BCM entitled "Special settlement rules for Acceptors that do not maintain a Payment Account with the Bank"—to submit a collection order based on a letter of authorisation to the Acceptor's account-keeping bank and enforce its claim described this section in this manner.

6.2.12. The Acceptor undertakes that if the Bank incurs any costs, damages or payment obligations in connection with the acceptance of the Card by the Acceptor as a means of payment or in connection with the Bank's card acceptance activities provided to the Acceptor, or if the Bank is charged by the competent authority or organisation with fines, fees, surcharges or penalties, in particular, but not limited to, the high number or amount of card misuses incurred at the Acceptor, the Acceptor shall immediately reimburse the Bank. The Acceptor further undertakes to reimburse the Bank for any fees and costs charged by the Card Company in connection with the chargeback procedure. The Acceptor irrevocably consents to the Bank debiting this amount to any Payment Account of the Acceptor with the Bank without the Acceptor's consent or, if the Acceptor does not have a Payment Account with the Bank, the Bank is entitled to set off this amount against any claim of the Acceptor against the Bank (in particular against the consideration for Card-based Payment Transactions). If the Acceptor does not have a Payment Account at the Bank, the Bank shall have the right—in accordance with Section 4.6 of Annex 2 to this BCM entitled "Special settlement rules for Acceptors that do not maintain a Payment Account with the Bank"—to submit a collection order based on a letter of authorisation to the Acceptor's account-keeping bank and enforce its claim described this section in this manner.

6.2.13. If the Acceptor considers the Cardholder's complaint to be unjustified, the Acceptor shall provide the Bank with all evidence and information supporting his/her position within the time limit specified in the Bank's information letter on the complaint sent to the Acceptor. The Bank shall not be liable for any damage resulting from the Acceptor's failure to comply with this obligation.

6.2.14. The Acceptor shall be liable for the payment of any amounts charged back to the Acceptor but not reimbursed to the Bank in the course of the chargeback procedure for a period of 5 years after the termination of the Card Acceptance Agreement, starting from the date of the last Card-based Payment Transaction.

6.3. Chargeback procedure

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

The chargeback procedure is initiated by the Issuer and implies the reversal of a financial claim submitted by the payment service provider that accepted the Card. A chargeback will take place if the Cardholder (customer) disputes the Card-based Payment Transaction and based on the applicable Card Company rules, it is determined that the claim can be charged back to the Acceptor. During the chargeback procedure, the Issuer cancels a debit that has already been made and reverses the financial claim based on the Cardholder's complaint. The initiated chargeback will be received by the Bank as the payment service provider of the card acceptor. The Bank informs the Acceptor of any chargeback received by electronic means or by post and shall allow the Acceptor 5 working days to investigate the circumstances of the disputed transaction and to send all related documents. In the event of a justified complaint or non-fulfilment of the Bank's request, if the Acceptor has a Payment Account with the Bank, the Bank debits the Acceptor's Payment Account or, if the Acceptor does not have a Payment Account with the Bank, sets off the Acceptor's payment against any claim (in particular the amount of the consideration for Card-based Payment Transactions) against the Acceptor's Payment Account. If the Acceptor does not have a Payment Account with the Bank and the set-off has been unsuccessful, the Acceptor shall pay the amount of the Card-based Payment Transaction within 8 Business Days of receipt of the payment reminder sent by the Bank. If the Acceptor fails to fulfil its payment obligation within this time limit, the Bank shall have the right—in accordance with Section 4.6 of Annex 2 to this BCM entitled "Special settlement rules for Acceptors that do not maintain a Payment Account with the Bank"—to submit a collection order based on a letter of authorisation to the Acceptor's account-keeping bank and enforce its claim described this section in this manner.

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

6.4.1. Rules for the subsequent debiting procedure

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

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

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

6.4.2. Rules for the credit (chargeback) procedure

A credit (chargeback) procedure may be applied if, during the card transaction in question, the Acceptor either entered the order with incorrect data or it was subsequently found that, for other reasons, the cardholder should have paid less than the amount stated in the order or should not have paid at all.

The Bank has fulfilled its obligations correctly and without error, and the crediting procedure is initiated for reasons arising in the course of the business of the Acceptor and/or the Cardholder.

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

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

7. BUSINESS SECRET

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

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

8. ACCEPTOR'S BREACH OF AGREEMENT

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

a) The Acceptance Point fails to comply with the conditions set out in these BCM and in the Card Acceptance Manual, the checkout page redirects to another payment page,

b) The Acceptor engages in activities or publishes content on the Acceptance Point that are detrimental to the Bank's reputation, incompatible with the Bank's business objectives and interests or not permitted by law, the Acceptor's operation or activities cause damage to the Bank or any third party.

c) The Acceptor accepts Card-based Payment Transactions above the limit according to Part II, General Provisions, Chapter 2, Section 2.2 of the BCM.

d) The Acceptor conditions the acceptance of the Card to a value, charges a fee, refuses to allow the Cardholder to pay with the Card in the absence of a technical obstacle, or accepts the unauthorised or fraudulent use of the Card, or accepts a Card that has been removed from the Cardholder's possession, stolen or counterfeited, or the Acceptor does not deliver the goods or perform the service to the Cardholder.

e) The Acceptor fails to deliver the Transaction Slip to the Bank within 5 banking business days despite the Bank's request.

f) The Acceptor fails to fulfil its data reporting and authorisation request obligations.

g) The Acceptor fails to pay or is in default with any fees, commissions or charges related to the Card Acceptance Service.

h) Fails to comply with pre-contract volume commitments, i.e., there is a discrepancy between the data provided during the application process and actual sales traffic.

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

a) The measures taken by the Bank shall last until the investigation into the Acceptor's behaviour has been completed. During the investigation, the Bank shall keep the amount of the Card-based

Payment Transactions in a non-interest-bearing technical account and, depending on the result of the investigation, if the Bank is obliged to credit the amount of the Card-based Payment Transaction to the Acceptor's Payment Account with the Bank, it shall credit the amount to the Acceptor's account—or, if the Acceptor does not have a Payment Account at the Bank, transfer the same to the Other Payment Account specified in the Card Acceptance Agreement—or refund the amount to the Cardholder.

b) In case of suspicion of misuse of Card Data or Card, the Bank is entitled and obliged to carry out procedures in accordance with the regulations of the Card Companies. The Bank shall not be liable for any damage (including loss of profit) suffered by the Acceptor as a result of such measures.

c) If the Bank suffers any financial loss or damage as a result of the Acceptor's unlawful conduct or non-compliance with the rules of card acceptance, the Bank shall act in accordance with the provisions of Section 6.2.12. of these BCM.

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

a) call upon the Acceptor to cease the breach of agreement and to restore the contractual situation within the time limit specified in the call after receiving the notice

b) suspend the possibility of payment by Card, with concurrent written notice to the Acceptor, at individually defined Acceptance Points or at all Acceptance Points belonging to the Acceptor, in respect of the POS Terminal and/or softPOS Application and/or vPOS Terminal;

c) debit any Payment Account of the Acceptor kept with the Bank with the Card-based Payment Transaction affected by the Acceptor's conduct, or deduct the amount of the Card-based Payment Transaction from the amount payable to the Acceptor in the course of settlement, with simultaneous written notice to the Acceptor, or—if the Acceptor does not have a Payment Account at the Bank, the Bank shall have the right—in accordance with Section 4.6 of Annex 2 to this BCM entitled "Special settlement rules for Acceptors that do not maintain a Payment Account with the Bank"—to submit a collection order based on a letter of authorisation and enforce its claim in this manner;

d) terminate the Card Acceptance Agreement with immediate effect in accordance with the provisions of the GBC, these BCM and the Card Acceptance Agreement.

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

9.1. Amendment

The Card Acceptance Agreement may be amended at any time by mutual agreement of the Parties. Unless otherwise agreed by the Parties, the amendment shall enter into force on the day following the date of signature by the Parties.

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

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

a) changes made by the Card Companies affecting the Card Acceptance Services,

b) changes made by third parties having a contractual relationship with the Bank for the provision of the Service, which affect the Service,

c) to comply with legislation and regulatory requirements applicable to the Bank's activities.

9.2. **Termination**

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

9.2.1. The Card Acceptance Agreement may be terminated without any explanation by the Acceptor subject to a notice period of 1 (one) month, and by the Bank subject to a notice period of 2 (two) months. The Acceptor shall keep available in its Payment Account set out in the Card Acceptance Agreement an amount covering its obligations arising from the Card Acceptance Service, or pay the same as agreed by the Parties, with the proviso that the Bank will only be able to account such amount after termination of the Card Acceptance Agreement by notice.

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

a) if the Acceptor repeatedly or seriously breaches any of the provisions of the Card Acceptance Agreement and fails to remedy the breach within the time limit set by the Bank upon the Bank's request;

b) in the cases expressly provided for in the Card Acceptance Agreement;

c) if the Acceptor terminates the payment/payment-type account indicated in the Card Acceptance Agreement or on the Acceptance Point Application Form(s) without the Parties having amended the Card Acceptance Agreement; and

d) in the event of the Acceptor or the Bank ceasing to exist without legal succession,

e) if the Acceptor fails to provide the conditions for Card Acceptance,

f) the Acceptor is engaged in prohibited activities covered by Act XXXIV of 1991 on Gambling Operations, the Acceptor accepts that the Bank may not cooperate in the payment of bets and winnings related to the operation of prohibited gambling activities under this Act.

g) The Acceptor declares that he/she does not actually engage in any activity or sell any goods or services at the Acceptance Points that could damage the Bank's reputation (e.g. illegal gambling, illegal trade, etc.) or that is prohibited by the applicable legal provisions. The Acceptor accepts that if, after the entry into force of the Card Acceptance Agreement, the Acceptor's scope of activity changes or, without any change, the Acceptor engages in any activity or sells any product/service which, in the Bank's opinion, may damage the Bank's reputation, this shall constitute a serious breach of the Card Acceptance Agreement and the Bank shall be entitled to terminate the Card Acceptance Agreement with immediate effect and to require the Acceptor to pay for the damage caused.

h) at the suggestion, request or notice of the Card Company, the authorities or supervisory bodies (e.g. the Magyar Nemzeti Bank, the National Tax and Customs Administration).

i) in the event of even a presumed threat to the good reputation of the Bank and/or the Visa, Mastercard Card Company.

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

j) the Bank shall be entitled to terminate the Card Acceptance Service provided through the POS Terminal and have the POS Terminal disconnected without prior notice to the Acceptor if the Acceptor does not carry out any Card Acceptance activity at the POS Terminal for 6 consecutive calendar months. The date of termination shall be the last day of the 6th calendar month following the last day of the month in which there has been no Card Acceptance Activity. The termination of the Card Acceptance Service provided through the POS Terminal does not imply the deletion of the

Acceptance Point (business), if Card-based Payment Transactions continue to be carried out at the other POS Terminal(s) remaining at the Acceptance Point (the deletion of the Acceptance Point does not constitute an irreversible deletion in the Bank's systems, as the Bank is obliged to process the information on the terminated services during the legal retention periods).

k) the Bank is entitled to delete an Acceptance Point (business) from its system without any specific notification to the Acceptor if no Card-based Payment Transaction has been made at the Acceptance Point (business) for 6 consecutive calendar months. The date of termination shall be the last day of the 6th calendar month in which no Card Payment Transaction has been made. Termination shall not constitute termination of the Acceptor's Card Acceptance Agreement if Card-based Payment Transactions continue to be made at Acceptance Point(s) other than the Acceptor's given Acceptance Point (settlement unit).

l) the Bank is entitled to terminate an Acceptor registered at a given Virtual Acceptance Point (stand-alone settlement unit) in its system without prior notice to the Acceptor, if no Card-based Payment Transaction has been made during 6 consecutive calendar months at the given Virtual Acceptance Point. The date of termination shall be the last day of the 6th calendar month in which no Card Payment Transaction has been made. Such termination shall not constitute termination of the Acceptor's Card Acceptance Agreement if Card-based Payment Transactions continue to be made at another Virtual Acceptance Point.

m) in the cases specified in the GBC.

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

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

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

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

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

Unless otherwise provided by the Bank, the Card Acceptance Agreement shall terminate without any further notice if the Other Payment Account specified by the Parties in the Card Acceptance Agreement is closed for any reason.

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

10. OTHER CONDITIONS

10.1. Bank's business books

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

10.2. Governing law

The Card Acceptance Agreement shall be governed by Hungarian law.

10.3. Notifications

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

10.4. Test purchase

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

10.5. Exclusion of the Acceptor's right of set-off

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

10.6 Responsibility for procedures applied within the Acceptor's sphere of interest

The Acceptor acknowledges that the Bank excludes all liability in connection with IT developments on the Acceptor's side or the use of integrators as subcontractors. The solutions and subcontractors used by the Acceptor, and their performance and operation, are beyond the Bank's control, and the Bank is not a party to any legal relationships that may arise in this connection. Accordingly, the Bank shall not be liable for any errors or deficiencies arising in connection with the establishment of the connection between the internal systems of the Bank and the Acceptor, in particular: for service interruptions, outages, any malfunctions, misuse of these systems, or improper operation.

Part II - SPECIAL PROVISIONS (Card Acceptance Services)

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

1. The provisions concerning Virtual Card Acceptance shall only form part of the Card Acceptance Agreement if the Bank and the Acceptor have expressly agreed in the Card Acceptance Agreement to the use of Virtual Card Acceptance.

2. In cases not covered by the Special Provisions of Part II of the BCM, the General Provisions in Part I of the BCM shall apply to the Virtual Card Acceptance.

3. In the context of providing the Virtual Card Acceptance Service, the Bank allows the settlement of the consideration for the transaction via the Internet through the Acceptor's Virtual Acceptance Point via the vPOS Terminal, the execution of Card-based Payment Transactions, the processing and settlement of successful Card-based Payment Transactions executed via the vPOS Terminal and the settlement of the amount of the Card-based Payment Transactions to the Acceptor.

4. The Acceptor is required to process the purchase by Card at any Virtual Acceptance Point specified within the scope of the agreement with the Bank in accordance with the provisions of the Card Acceptance Manual.

5. In the case of Virtual Card Acceptance, the Bank applies the technical minimum limit set out in the Card Acceptance Manual, and VPOS Terminal automatically requests authorisation for all Card-based Payment Transactions. In the event of a rejection message from the Issuer or Card Company, the Card-based Payment Transaction will not be executed.

6. The basis for the settlement between the Bank and the Acceptor shall be the electronic transaction data contained in the Bank's own records, which the Acceptor shall confirm by digital signature when initiating the Card-based Payment Transaction for authorisation. The Bank will make the analytics available to the Acceptor on the basis of these data after settlement.

7. The Bank also provides a Payment Link Generation service for merchants intending to use the vPOS service. The Bank provides a secure, closed, online interface for its merchants with vPOS to generate unique payment links by providing the following information: (i) amount, (ii) order id, (iii) description, (iv) expiry date (the date until the transaction can be settled by credit card). The delivery of the payment link to the payer is the merchant's responsibility, for which Bank does not provide a secure channel. The Bank excludes its liability for the safe delivery of the payment link, its falsification, the sending of an incorrect link, etc. and for any damages arising from such. The Bank expressly draws the merchant's attention to provide on its online platforms a solution and/or to publish information material to protect its customers against phishing and other fraudulent activities.

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

8.1. The Bank undertakes the following obligations in relation to the payment server:

8.1.1. The Bank operates a server (payment server) accessible via the Internet for processing payments by Card 24/7 all year round.

8.1.2. The Bank shall notify the Acceptor directly through the Merchant Portal or the Bank's website, at the Bank's option, of scheduled downtimes of the live payment server, including any possible shutdown, at least thirty banking business days in advance, indicating the exact time and expected duration of the downtime. In the event of downtime due to an unscheduled failure, the Bank shall make every effort to ensure that the system is back online as soon as possible.

8.2. The Bank shall, upon acceptance of a vPOS Card-based Payment Transaction, forward the Card-based Payment Transaction to the relevant Card Company's system for authorisation as set out below.

8.2.1. The Bank shall transmit the Card-based Payment Transaction for authorisation after the Cardholder has provided the Card details on the Bank's payment page.

8.2.2. In the case of a Recurring Payment registration transaction, the Bank shall transmit the Card-based Payment Transaction for authorisation after the Cardholder has provided the Card details on the Bank's payment page, consented to the Recurring Payment and approved the Card-based Payment Transaction by pressing the corresponding button, or, in the case of a subsequent Recurring Payment transaction, the Bank is obliged to transmit the Card-based Payment Transaction for authorisation after the Acceptor requests authorisation at the intervals and in the amounts specified in the Cardholder's consent to the Recurring Payment; or

8.2.3. in the case of a One-Click Payment registration transaction, the Bank is obliged to transmit the Card-based Payment Transaction for authorisation after the Cardholder has provided the Card details on the Bank's payment page, has consented to the One-Click Payment and has authorised the Card-based Payment Transaction by pressing the corresponding button, or

8.2.4. in the case of a subsequent One-Click Payment transaction, the Bank shall transmit the Card-based Payment Transaction for authorisation after the Cardholder has approved the Card-based Payment Transaction by pressing the corresponding button after selecting the last four digits of the stored Card. The Bank is required to return the Card Company's reply to the Acceptor. The Bank is required to store and retain the Card details in the event of consent to a Recurring Payment or One- Click Payment.

8.2.5. The Bank provides the Acceptor with one-off technical assistance and consultation to establish the connection between the Acceptance Point and the Bank's payment server.

8.2.6. The Bank or its contractor provides the Acceptor or an operator designated by the Acceptor with the identifiers required for testing. The Acceptor shall then return to the Bank the certificate, the so called cert file containing the public key for the test environment and the URLs necessary for the operation, which shall be recorded by the Bank and notified to the Acceptor. Upon successful testing, the Bank notifies the Acceptor of the successful testing and requests it to generate the live key, which shall be returned to the Bank as an encrypted cert file containing also the public key to be used for the live environment. The Bank is entitled to suspend the vPOS service if the Acceptor has not gone live at the Acceptance Point within 6 months from the date of the Card Acceptance Agreement.

8.2.7. The Bank notifies the Acceptor in writing of the suspension of the service.

8.2.8. The Bank is entitled to unilaterally modify the procedure for accepting the Card-based Payment Transaction and the Bank is entitled to continuously improve the services and the software included in the Card Acceptance Agreement. The Bank is required to make the most recent version of the documentation available to the Acceptor or the operator designated by the Acceptor on the Merchant Portal.

8.2.9. The Bank is required to inform the Acceptor of any changes affecting the Acceptor on the Merchant Portal within 30 days.

8.2.10. The Bank shall not be liable for any damage resulting from the fact that the Acceptor redirects the Card-based Payment Transaction to the Bank's server/payment page for the purpose of executing the Card-based Payment Transaction not from the Acceptance Point or not from an interface developed in a manner prescribed by the Bank, but from another interface (e.g. mobile application) or by integrating another interface/application.

8.2.11. The Acceptor may accept a Card for payment only at the Virtual Acceptance Point approved by the Bank and indicated in the Card Acceptance Agreement. If the Acceptor wishes to accept Cards at any other Virtual Acceptance Point not specified in the Card Acceptance Agreement, it shall notify the Bank in writing at least 30 (thirty) calendar days in advance. The Acceptor may only allow payment by Card at the new Virtual Acceptance Point (website) after the Bank's written approval.

8.2.12. The Acceptor undertakes that if for any reason the Acceptor suspends its activities and thus the possibility to pay by Card at any Virtual Acceptance Point for a period exceeding 1 month, he/she shall notify the Bank in writing at least 3 (three) working days prior to the beginning of the suspension, indicating the expected date of reopening.

8.2.13. The Acceptor undertakes to draw attention to the possibility of payment by Card at the Virtual Point of Acceptance. In this context, the Acceptor shall display the logos provided by the Bank in the Virtual Acceptance Point in a conspicuous manner.

8.2.14. The Acceptor undertakes to issue a confirmation of the Card-based Payment Transaction in the event of successful Card-based Payment Transaction, which is made available online to the Cardholder. The confirmation shall contain the following mandatory elements: Identifier, amount, currency of the Card-based Payment Transaction, authorisation code, name of the Acceptor, online address of the Acceptor, description of the goods/services.

8.2.15. The Acceptor undertakes that if, for any reason, he/she is unable to deliver the goods/services to the Cardholder within the time limit specified in the order, the Acceptor will notify the Cardholder as the Payer in writing of the new, adjusted delivery date and, if the Cardholder agrees, will deliver the goods/services, otherwise it will arrange for the amount to be credited to the account of the Cardholder as the Payer.

8.2.16. The Acceptor agrees that the Bank may, in the course of the Virtual Card Acceptance, collect the data mutually agreed by the Parties (including, but not limited to: Acceptor, name, address of the Acceptance Point, website address, webshop telephone number, e-mail address) to be disclosed during the Virtual Card Acceptance.

8.2.17. The Acceptor undertakes to make the contract relating to the order of the goods/services and its business policy relating to the order available to the Cardholder in a clearly visible place and in a clearly understandable form on its website. Its business policy must include at least the following information:

a) Acceptor's name,

b) Acceptor's address, telephone number, other contact details,

c) Acceptor's company registration number, tax number,

d) Name and specific definition of the goods and/or services offered by the Acceptor (only goods/services belonging to the scope of activities approved by the Bank),

e) The value of the goods and/or services offered by the Acceptor, specifying the currency denomination, at least in HUF,

f) Restrictions on the use of the goods and/or services offered by the Acceptor (by age, range of accepted Cards, Card type, country, etc.),

g) Description of the use of the goods and/or services offered by the Acceptor and the procedure for the receipt/claim,

h) Prior communication of details required for payment by Card, payment procedure and conditions,

i) The manner and conditions of cancelling an order,

j) In the event of a complaint by the Cardholder, the procedure and conditions for filing a complaint, the title and possibility of returning goods, the procedure and conditions for exchanging goods, the procedure and conditions for indemnifying the Cardholder,

k) Terms of delivery,

l) The manner in which the data provided by the Cardholder is processed and used,

m) Specific information on data protection and data security.

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

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

8.2.18. The Bank shall ensure that the Acceptor may use the emblems of the international and domestic cards specified in the Card Acceptance Agreement, in accordance with the obligations specified in the Agreement, and thus benefit from the payment capacity of both foreign and domestic cardholders. For this purpose, the Bank shall provide the card acceptance logos in electronic form.

8.2.19. The Bank undertakes to provide the mandatory Verified by Visa and Mastercard Identity Check International Card Association procedures, which significantly reduce the possibility of online fraud.

8.2.20. The Bank is entitled to suspend the possibility of payment by Card at the Virtual Acceptance Point, in addition to the provisions of the Part II General Provisions of the BCM, if the Bank receives a one-time warning from the Card Company regarding the use of the Virtual Acceptance Point and notifies the Acceptor thereof. The Bank shall notify the Acceptor in writing of the suspension of the possibility to pay by Card at least 72 hours before the suspension takes effect. The Acceptor accepts that the maximum period of suspension is 3 (three) months. Thereafter, if the reasons for the suspension continue to exist, the Bank may terminate the Card Acceptance Agreement with immediate effect. The Acceptor is required to publish the suspension in a place clearly visible to Cardholders at the relevant Virtual Acceptance Point.

8.2.21. The Acceptor may transfer the use and operation of the Virtual Acceptance Point as a website, mobile application or any electronic digital platform to another person only with the prior written consent of the Bank, irrespective of the legal title of the transfer. If the Bank has granted such consent, the Acceptor shall ensure compliance with the obligations of the Acceptor under the Card Acceptance Agreement.

8.2.22. The Acceptor shall be required to view the daily sales records at least once a day and to execute orders contained therein unconditionally, and shall be required to verify the operation of the payment interface and that Card Acceptance is functioning properly. In the event of an error, he/she is required to notify the Bank.

8.2.23. The Acceptor undertakes to maintain a Virtual Acceptance Point on the Internet in accordance with the conditions set out in the relevant documentation.

8.2.24. The Acceptor undertakes to establish, at its own expense, a connection between the Virtual Acceptance Point and the bank payment server in accordance with the documentation. The Acceptor shall notify the Bank in writing (by e-mail) of the established connection and request that the bank test be carried out. The Acceptor shall provide all the necessary conditions for the bank test to be carried out.

8.2.25. The Acceptor is obliged to ensure the protection of the live key provided to him/her and to ensure that it does not fall into the possession of unauthorised persons.

8.2.26. The Acceptor accepts that any damage resulting from the unauthorised use or negligent safekeeping of the live key shall be borne by the Acceptor.

8.2.27. The Parties agree that the Acceptor shall bear the costs of connecting the Virtual Acceptance Point to the Virtual POS Terminal, while the Bank shall bear other costs related to the proper operation of the Virtual POS Terminal.

8.2.28. The Acceptor accepts that if the Bank receives an indication from another financial institution or authority that a transaction at the Acceptor's POS is a fraud transaction or suspected fraud, i.e. it was not carried out by the Cardholder but by a third party, using the card data obtained, upon the Bank's indication/request the Acceptor shall immediately suspend the delivery/service pending investigation and cooperate with the authorities and the Bank.

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

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

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

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

Commitments of the Bank:

a) The Bank grants the Acceptor the right to use the computer programs (software) necessary for the proper use of POS terminals. The right of use is limited to a specific purpose, in time for the period up to the termination of the Card Acceptance Agreement, is for use only at the Acceptance Points listed on the Application Form, is non-transferable and does not entitle the holder to modify the software or use it as part of other software. The Acceptor may use the software required for the use of the POS Terminals in conjunction with other software only with the written permission of the Bank. The Acceptor shall be liable for any unauthorised physical or software modifications that may lead directly or indirectly to misuse

b) The Bank leases the number and type of POS Terminals and their accessories held at the Bank's disposal, as specified on the Application Form. The Bank undertakes to deliver the POS Terminal to the Acceptor at the Acceptance Point specified on the Application Form by the deadline specified on the Application Form, either itself or through its subcontractor. The Bank undertakes to ensure the installation of the POS Terminal at the Acceptance Point by itself or by its subcontractor.

c) For errors, problems or questions related to the Card Acceptance Agreement, the use of the POS Terminal or payment by Card, the Bank provides support to the Acceptor via its 24/7 call centre.

d) The Bank shall settle the amount of the Card-based Payment Transactions carried out with the Card with the Acceptor in accordance with the General Provisions of Part II of the BCM.

Commitments of the Acceptor:

e) The Acceptor shall pay the ad hoc fee for the use of the POS Terminal and the lease fee for the POS Terminal in accordance with the Specific Conditions of the Card Acceptance Agreement and Part II General Provisions of the BCM.

f) The Acceptor shall ensure that the Bank's subcontractor is able to install the POS Terminal at the Acceptance Point. The Acceptor shall furnish the Acceptance Point in accordance with the conditions required by the Bank for the installation of the POS Terminal, as set out in the Card Acceptance Manual. The cost of this shall be borne by the Acceptor.

g) If there are any circumstance(s) at the Acceptance Point which prevent(s) the immediate installation of the POS Terminal, the Acceptor shall inform the Bank thereof and the Acceptor shall set a date as the final deadline for the Acceptor by which he/she undertakes to ensure that all conditions for the installation of the POS Terminal are fulfilled The Acceptor is obliged to ensure the concurrent fulfilment of all the conditions for the installation by the date thus determined by the Acceptor. In this case, the Bank or its subcontractor shall install the POS Terminal(s) owned by the Bank after the date set by the Acceptor, at a date agreed in advance by the Parties.

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

The Acceptor further undertakes to fulfil the following obligations:

a) The Card-based Payment Transactions made with the Acceptor must comply with all applicable national and international laws, regulations, standards and rules of the Card Companies. The Acceptor shall not misrepresent itself as a member of a Card Company

b) The Acceptor shall provide the Bank with all necessary information and data requested by the Bank and shall cooperate fully with the Bank in performing the Card Acceptance Service.

c) Display the emblems (logos) provided by the Bank in a conspicuous manner on the entrance doors of its acceptance points and at the point of payment, thus clearly indicating the possibility of payment by Card.

d) The Acceptor shall not transfer or otherwise use the rights and obligations under the Card Acceptance Agreement without the prior consent of the Bank. The Acceptor may accept Cards only at the Acceptance Points approved by the Bank, any change to this requires a joint declaration of intent by the Acceptor and the Bank, an amendment to the Card Acceptance Agreement.

e) If the Acceptor suspends its activities at any Acceptance Point for any reason whatsoever for more than 1 month, it shall notify the Bank in writing at least 3 (three) business days prior to the start of such suspension, indicating the expected date of reopening, telephone contact and postal address during the period of suspension. During this period, the Bank shall be entitled to disconnect the POS Terminal provided to the Acceptor or have it disconnected by its subcontractor. If the POS Terminal remains at the Acceptance Point during the period of the suspension, the Acceptor shall store the POS Terminal in such a way as to prevent unauthorised access and to maintain the POS Terminal in a condition ready for immediate use.

f) The Acceptor shall provide the electrical infrastructure necessary for the operation of the POS Terminal, the appropriate telecommunications network, the materials (receipt paper) necessary for the operation of the POS Terminal, and shall bear all costs related to the installation, operation and maintenance of the same.

g) The Acceptor is obliged to ensure that the Bank is able to perform continuous software updates necessary for the proper operation of the POS Terminal, and the Bank is not liable for any damages resulting from failure to do so. In this context, the Acceptor shall in particular, but not limited to, keep the device in working order for the duration of the update and provide the necessary conditions for the update.

h) The Acceptor is obliged to ensure that the terms and conditions of the purchase, the possibilities for complaints, the rights and possibilities for the return of goods and the means of exchange are clearly communicated to the consumer/customer. In the event that the Acceptance Point demonstrably fails to inform its customer/consumer of the above, the financial responsibility for any complaint shall be borne by the Acceptor. Where justified, the Acceptor shall also provide this information in the appropriate foreign language (usually English). The Acceptor is not obliged to provide the above information if it is not engaged in the sale of services or products to the public or if such practice is strictly prohibited by applicable laws and regulations.

i) The Acceptor must accept the instalment transaction type at the POS Terminal installed at the Acceptance Point.

j) The Acceptor shall retain for a minimum of five (5) years the original, legible copy of all Transaction Slips and related documents, transaction receipts, electronic data archives and refund slips for all transactions and refunds transmitted to the Bank under the Card Acceptance Agreement and shall make them available to the Bank within three (3) business days upon written request by the Bank, if necessary.

k) The Acceptor warrants that the Card-based Payment Transactions constitute payment for a product or service and are not related to any other type of payment transaction, and does not accept or perform any third-party debits or transactions related thereto.

l) It is the Acceptor's obligation to place and operate the POS Terminals received in an appropriate, secure and, where possible, clearly visible location

m) The Acceptor shall comply with the strictest confidentiality requirements with respect to Cardholder and transaction information and shall maintain the security of Cardholder information and transaction information.

n) The Acceptor shall comply with the applicable legislation and the rules imposed by the Card Companies intermediated by the Bank to the Acceptor for the secure handling and storage of transaction data, in particular the provisions of the current Act on the Right to Informational Self-Determination and Freedom of Information and the current Act on Certain Payment Service Providers (and any new legislation replacing such legislation) on personal data and payment secrecy. The Bank may at any time verify compliance with this obligation at the Acceptor's expense, subject to the Acceptor's obligation to cooperate. If the Acceptor suffers any damage, loss or penalty as a result of non-compliance with the said legislation, the Bank shall not be liable in any way whatsoever.

o) The Acceptor may not request or use Card data for any purpose other than a valid payment of the consideration for a transaction between the Acceptor and the Cardholder, as approved by the Cardholder. The Acceptor may never require the Cardholder to complete a form that requires the Cardholder to provide a Card number, Card expiration date, Cardholder signature, or any other Card details or Cardholder information in a manner that is visible when the information is mailed. The Acceptor may never request a Card Security Code on a paper order form.

p) The Acceptor shall under no circumstances store any special authentication data, including full tracking data, the three-digit verification number on the Card, the data on the Card media (magnetic stripe or equivalent on chip), Card Security Code and PIN/PIN blocks.

q) The Acceptor accepts that the Issuer is responsible for the electronic identification of the payment instruments issued by it and, in the case of newly issued Card-based payment instruments, also for the visual identification of the newly issued Card-based payment instruments, and thus for ensuring that the Acceptor and the Cardholder can clearly identify the brand and category of Card the Cardholder wishes to pay with. The Bank shall not be liable in this respect.

r) The Acceptor shall notify the Bank in writing without delay in the event of (i) a POS Terminal or software failure, possible security breach, suspected misuse, (ii) loss, theft, misappropriation, or actual or suspected unauthorised use of the Acceptor's POS Terminals or authentication requests and other systems used for the transmission of Card-based Payment Transactions to the Bank; iii) changes in the Acceptor's activities or in the person of signatories registered with the Bank; iv) any circumstances which make it difficult or impossible for the Acceptor to perform the Card Acceptance Contract.

s) The Acceptor may not provide information on the subject matter or content of the Card Acceptance Agreement to any other person without the prior consent of the Bank.

t) Under the Card Acceptance Agreement, the Acceptor shall not acquire any rights to any intellectual property belonging to the Bank or the Card Companies other than those permitted by these BCM or the individual Card Acceptance Agreement.

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

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

b) When paying by Card through the POS Terminal, only Cards accepted electronically or remotely may be accepted, in accordance with the provisions of the Card Acceptance Manual.

c) The Acceptor shall not be exempted from the obligation to comply with the Card Acceptance Rules set out in the Card Acceptance Manual, even in the case of on-line authorisation.

d) In the case of Card Acceptance via the POS Terminal, the Bank applies the technical minimum limit set out in the Manual, the POS Terminal automatically requests authorisation for each Card-based Payment Transaction. In the event of a rejection message from the Issuer or Card Company, the Card-based Payment Transaction will not be executed.

e) Card-based Payment Transactions carried out simultaneously by the same Cardholder with the same Card shall be authorised by the Acceptor in one amount even if the Acceptor issues several invoices for the transaction. The Acceptor accepts that if the Cardholder's Card is authorised more than two times in direct succession at the same POS Terminal in the same unit of the Acceptor, this shall constitute a split Card-based Payment Transaction within the meaning of the Card Acceptance Rules and, as a consequence, a breach of the Card Acceptance Agreement. Any resulting financial loss shall be borne by the Acceptor.

f) The Acceptor shall only be obliged to have the Cardholder sign the duplicate POS Terminal slip if no other identification has been made and the POS Terminal instructs the Acceptor to do so and the place of signature appears on the Acceptor's copy of the issued slip.

g) The Acceptor must accept the Cards specified in the Card Acceptance Agreement as a payment instrument for payment at the POS Terminal without any discrimination. The Acceptor may only require the Cardholder to provide additional identification documents as a condition of accepting the Card if such information is necessary to process the Card-based Payment Transaction (for example, for delivery purposes) or if the Card Company's Rules expressly permit or require the collection of such information.

h) The Parties agree that the basis of settlement between the Bank and the Acceptor shall be the data content of the acceptance system and the daily report of the Card Company.

i) The Acceptor shall be obliged to monitor the automatic data transmission (transaction upload) by the POS Terminal. If the automatic upload is unsuccessful, the Acceptor shall ensure that the electronic settlement data representing the Card-based Payment Transactions are transmitted by the POS Terminal to the Bank for settlement within 4 (four) days following the Card-based Payment Transaction. If an error is detected during transmission and/or the summary slip indicates an error and/or discrepancy, the Acceptor shall notify the Bank thereof.

j) The Acceptor undertakes to notify the Bank immediately by telephone or e-mail of any malfunctioning of the POS Terminal, specifying the error, and to provide all information necessary to rectify or eliminate the error.

k) The Acceptor shall be obliged to enable the maintenance and repair of the POS Terminals, which may only be carried out by the Bank or by a maintenance service provider contracted by the Bank, and no other maintenance service provider may carry out or have carried out any repair or maintenance on the POS Terminal. The Acceptor shall certify the repairs carried out by signing the job sheet, shall keep the signed job sheets for 24 months and shall allow the Bank or its representative to inspect them. In the event that the Acceptor does not allow the intervention of the service at the agreed time, the Acceptor shall be liable for the costs of any subsequent call-outs for the same reason, which the Acceptor shall pay to the Bank or directly to the Bank's subcontractor.

l) The Acceptor is only entitled to accept cards of the type for which he/she has a valid and effective contract for acceptance and which the Bank authorises him/her to accept at the POS terminal. The Acceptor accepts that the rejection of Card types outside this scope is the responsibility of the Acceptor. If the Acceptor attempts to accept a Card or other payment instrument that is not authorised by the Bank and the payment transaction is rejected, the Bank will charge the fee set out in the Card Acceptance Agreement for the rejected payment transaction.

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

3. Special rules for temporary POS terminal services

Temporary terminal service is a card acceptance service that can be requested by Acceptors, the characteristic feature of which is that, in addition to the ongoing legal relationship between the Bank and the Acceptor regarding card acceptance services, the use of the POS terminal is limited to a specified period of time. Use by the Acceptor is linked to a clearly definable period of the year, a specific season, or an event, and thereafter, unless otherwise agreed by the Parties, the POS terminal shall be returned to the Bank.

The Bank provides card acceptance services to these Acceptors under specific conditions, which are as follows:

- The Acceptor must indicate their requirement for the use of temporary terminals in their application, and the Bank will assess and decide on the possibility of use;
- After the conclusion and entry into force of the framework agreement, the Bank or its subcontractor shall install the temporary terminal at the Acceptor's premises. Thereafter, unless otherwise agreed by the Parties, the Acceptor shall remove the terminal at the end of the Season and ensure that it is returned to the Bank undamaged. The Acceptor shall notify the Bank one month prior to the commencement of the Season that it requests the installation of the temporary terminal, and shall also notify the Bank one month prior to the end of the Season that it requests the removal of the temporary terminal.
- The Acceptor acknowledges that, unless otherwise agreed by the Parties, during the period in which it does not carry out any activities, it shall return the terminal to the Bank on each occasion, by means of removal by the Bank.
- The Parties agree that the temporary terminal may be suspended and reactivated by submitting the form provided by the Bank. Unless otherwise agreed by the Parties, the request for a Temporary Terminal shall also constitute a request for the activation thereof.

- The Parties agree that their legal relationship regarding the Card Acceptance Service shall remain in force despite the removal of the terminal and the suspension of the service.
- The Customer acknowledges that the fees and costs of the Temporary POS Terminal Service are set out in the Card Acceptance Agreement and the Bank's List of Conditions for Merchants.
- The Parties agree that in the event of the use of a temporary terminal service, the provisions of Section 9.2.3 j)-l) of this BCM, which set out the reasons for termination in connection with terminal inactivity, shall not apply to returned temporary terminals. However, in the case of active, i.e. deployed temporary terminals, the provisions of the relevant sections of these BCM shall continue to apply.

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

1. General provisions

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

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

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

2. Card acceptance via the SoftPOS Application

Commitments of the Bank:

a) The Bank grants the Acceptor the right to use the software necessary for the proper use of the SoftPOS Application and provides ongoing support. The right of use is limited to a specific purpose, in time for the period up to the termination of the Card Acceptance Agreement, is for use on the type of mobile device owned by the Acceptor and specified on the Application Form, is non-transferable and does not entitle the holder to modify the software or use it as part of other software. The Acceptor may use the software required for the use of the SoftPOS Application in conjunction with other software only with the written permission of the Bank. The Acceptor is responsible for any unauthorised physical or software changes.

b) The Bank shall ensure that the software required for the SoftPOS Application and the Scan&Go application are kept up to date.

c) The Bank accepts and processes Card-based Payment Transactions made through the SoftPOS Application and settles and transfers/credits the amount thereof to the Acceptor in accordance with Part II General Provisions of the BCM.

Commitments of the Acceptor:

1. The Acceptor shall pay the software usage fee for the use of the SoftPOS Application in accordance with the Application Form, the List of Terms and Conditions for Merchants, the Specific Terms and Conditions of the Card Acceptance Agreement and Part II General Provisions of the BCM.

2. The Acceptor shall only install and use the SoftPOS Application on a mobile device owned by the Acceptor. The Acceptor shall not use a device that has been rooted or otherwise modified in any way that could compromise the security or operation of the device, and shall not install the SoftPOS and

Scan&Go Applications on such device. When accepting cards by means of the SoftPOS Applications, the Acceptor shall comply with the provisions of the GBC, the BCM and the Card Acceptance Manual.

3. The Acceptor shall keep track of changes to the SoftPOS Application and the Scan&Go Application, download updates as they become due to his/her mobile device, run the updates and make the necessary adjustments to keep both Applications up to date.

4. The Acceptor agrees not to issue cash to the Cardholder in exchange for a Card-based Payment Transaction without the Bank's authorisation.

5. By issuing the Transaction Slip, the Acceptor assumes responsibility for the accuracy of the data on the Transaction Slip and for the fact that the Cardholder has received the goods paid for by the Card or has actually used the services paid for by the Card, and has settled/reduced his/her liability to pay the consideration to the Acceptor by the amount of the Card-based Payment Transaction.

6. The Acceptor undertakes that the amount to be paid by the Cardholder—if the purchase is made in a currency other than HUF—will also be indicated in HUF in the payment process.

7. The Acceptor undertakes not to make any changes to the SoftPOS Application.

8. The Acceptor undertakes to store the SoftPOS Application and the mobile device on which the SoftPOS Application is used in such a way that prevents unauthorised persons from accessing it. The Acceptor shall not share the password, identification and activation code required to use the SoftPOS Application with any unauthorised person. The Acceptor shall be liable for any damage resulting from a breach of this obligation.

9. If the Acceptor transfers or gives the mobile device to which the SoftPOS Application is connected to a third party, or ceases to use the mobile device, the Acceptor shall remove the SoftPOS Application from the mobile device, as well as all codes, data and biometric data that facilitate access to the SoftPOS Application.

10. The Acceptor agrees to keep his/her mobile device as secure as possible against software viruses, to run the most up to date operating system available on the mobile device according to the manufacturer's specifications and not to unlock pre-installed security restrictions.

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

3. Cost bearing

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

D) SPECIAL TERMS AND CONDITIONS FOR THE ACCEPTANCE OF SZÉP CARDS

1. General provisions

The Bank provides the SZÉP card acceptance service at the express request of the Acceptor, as a supplementary service in the case of physical (POS) card acceptance services. In the event of SZÉP card acceptance, the Bank shall, within the scope of the service provided, only ensure the technical background for acceptance and the POS terminal, but shall not perform the settlement.

The Bank has contractual relationships with the banks issuing SZÉP cards with regard to the acceptance of SZÉP cards so that the Bank can provide the SZÉP card acceptance service to its customers.

All provisions set out in these BCM relating to the proper use of the POS terminal, the conditions of use, etc., shall also apply to the use of the POS terminal for the acceptance of SZÉP cards, *with the exceptions set out in this Chapter D)*.

2. Acceptor's obligations

The Acceptor undertakes to keep the data specified in the contract concluded by it with third-party card issuers for the acceptance of SZÉP cards (so-called **Acceptance Point Agreements**) and the data provided to the Bank shall be kept up to date, shall be true and accurate at all times, and shall be reported to the Bank at the time specified in the agreement.

Acceptor acknowledges that if there are any discrepancies in its data, the Bank shall consider the data in its own databases to be true and shall modify them only at the request of the Acceptor in accordance with the methods and procedures set out in these BCM and other rules.

Acceptor undertakes to use the POS terminal made available to it in accordance with the provisions of these BCM, the User Manual and the related regulations. The Acceptor acknowledges and accepts that the Bank shall not examine the provisions of the agreement concluded by the Acceptor with a third party SZÉP card issuer, is not a party there to, is not familiar with its contents and shall not be liable for the fulfilment of the provisions thereof.

CHAPTER II—Payment Solutions Based on a Unified Data Entry Solution

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

1. General Provisions

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

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

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

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

- Raiffeisen Pay
- Raiffeisen Scan&Go

2. Definitions

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

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

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

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

EAM Payment Transaction means an instant transfer order, payment request based on a unified data entry solution pursuant to MNB Decree, implemented by means of a QR code-based (**qvik QR**), NFC-based (**qvik NFC**), deeplink-based (qvik **link**) instant transfer order, payment request, using a uniform resource locator ("URL").

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

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

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

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

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

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

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

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

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

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

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

Online Payment Page or OPP: as part of an online payment page solution, the Bank provides the Customer with an IT solution that can be integrated into a website, enabling the use of payment solutions based on OPP EAM and OPP RTP for instant transfers.

OPP EAM is the name of the EAM Payment Solutions provided through the online payment page.

OFO RTP is the name of the Payment Request (RTP) service provided through the online payment page.

POS EAM is the name of the EAM Payment Solutions (with QR code and NFC input methods) provided through POS terminals.

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

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

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

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

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

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

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

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

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

System Usage Fee: a fee forming part of the Bank's fee schedule applicable to services used through the Unified Data Entry Solution (EAM) and/or the EAM Payment Solution. The applicable amount of the System Usage Fee shall be determined taking into account the fees charged by InnoPay and/or GIRO for the establishment, maintenance and operation of the infrastructure of the EAM Payment Solutions.

3. EAM Payment Solutions

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

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

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

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

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

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

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

i) Scan&Go Mobile Application

The Scan&Go Mobile Application is an application that can be installed on a mobile device, which, by operating in accordance with the rules of the instant credit transfer based on the unified data entry solution pursuant to MNB Decree No. 35/2017 (XII. 14.) on the Execution of Payment Transactions (hereinafter: MNB Decree), enables the use of the EAM Payment Solutions indicated in sub-section (ii).

The Scan&Go Mobile Application is only available to account holder Customers all of whose Authorised Representatives registered with the Bank are entitled to act **independently (solely) with full power of disposal**, and who have a corporate bank account with the Bank and access to Raiffeisen DirektNet.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c) Premium API services and RAIFFEISEN PAY

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

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

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

d) Online Payment Page Service (OPP EAM and OPP RTP)

As part of the **online payment page service (OPP)**, the Bank provides the Customer with an online payment solution via a web interface that enables payment transactions (instant transfers) to be initiated in the following ways:

OPP EAM:

- QR code generation (qvik QR),
- deep link generation using a URL (qvik Link) and

OPP RTP:

- payment request (hereinafter: RTP) generation (qvik Request)

The rules governing the generation of deeplinks using QR codes and URLs in connection with the OPP EAM service are set out in the individual contract, these BCM and the related List of Terms and Conditions for Merchants.

As part of the OPP RTP service, the Bank allows the use of the payment request (RTP) service via the Online Payment Page in accordance with the Bank's General Business Conditions. The rules applicable to RTP are contained in the individual contract and the Bank's General Business Conditions. If the rules applicable to OPP RTP—as set out in the individual contract, these BCM and the List of Terms and Conditions for Merchants—differ from the terms and conditions applicable to RTP asset out in the GBC, the rules applicable to OPP RTP shall prevail.

With the introduction of OPP RTP, the Bank provides the RTP service through multiple channels, taking into account the following:

- the fees and charges for the RTP service used via the online payment page are specified, unless otherwise agreed by the parties, in the individual contract and the List of Terms and Conditions for Merchants, while
- the fees and charges for the RTP service available through the Bank's Premium API channel and Electra channel, as specified in the GBC, unless otherwise agreed by the parties, shall be governed by the individual contract and the List of Terms and Conditions for Corporate Customers.

The technical details of the online payment page service are contained in the *OPP Integration Manual*.

The online payment page IT solution in its entirety is the intellectual property of the Bank, and the Bank grants only a limited right of use necessary for the use of the payment solution.

e) POS EAM service

As part of the POS EAM service, the Bank enables the use of a payment solution based on instant transfers using QR codes and NFC input methods by displaying and making available the QR code and NFC input methods on the Physical (POS) terminal.

The POS EAM service may be requested from the Bank by Customers who have a Card Acceptance Agreement and a Card Acceptance Service on a physical (POS) terminal and who lease at least one active Physical (POS) terminal from the Bank. The Bank provides the POS EAM service exclusively on terminals that also accept Physical (POS) cards. Terminals cannot be leased from the Bank exclusively for the POS EAM service; the Bank does not provide this service independently.

The POS EAM service does not in itself qualify as a Card Acceptance Service, but is a unique type of EAM Payment Solution, and therefore the provisions of Chapter II of these BCM shall govern the legal relationship. However, the provisions of Chapter I of these BCM containing requirements for Physical (POS) terminals shall also apply to the POS EAM service, as the use of a Physical (POS) terminal is necessary to display/access the input methods.

5. Rights and obligations of the Parties:

a) Rights and obligations of the Bank

Bank agrees:

- to provide the EAM Payment Solutions based on a unified data entry solution for instant transfer orders and payment requests as detailed in these BCM and in this context, to operate the related systems;
- in the case of software necessary for the use of EAM Payment Solutions for which it is entitled to grant a right of use, to grant to the Customer the right of use, which the Customer may not transfer to another person, may not assign the right of use to another person and may not use the software in any manner other than as provided for in the Card Acceptance Agreement;
- to provide assistance to the Customer during the implementation of the EAM Payment Solution (e.g. training materials, tutorials, etc.);
- to operate an electronic channel for administration and transaction tracking;
- to operate the service on a 24/7-hour basis, complying at all times with the statutory rules on bank holidays in terms of downtime;
- to ensure that the Customer can cancel an erroneously recorded order which has not yet been approved by the Payer before its expiry. And to immediately forward the cancellation message to the Aggregator. Once approved, cancellation is not possible;
- to check and expect that, in the case of a Customer registered in the company register, the destination payment account number is the Customer's payment account or bank omnibus account number as registered in the company register. If the destination account is the Customer's own account, the Bank verifies that it is registered in the company register. If the destination account is a clearing account, the Bank shall make the transfer from the clearing account only to the Customer's payment account registered in the company register. The Bank may not derogate from this obligation even at the express request of the Customer;
- In the case of a Customer registered in the company register, the Bank shall, in accordance with its internal rules, carry out a risk classification and rating of the Customer prior to the conclusion of the contract for the EAM Payment Solution and shall monitor on an ongoing basis throughout the legal relationship whether the Customer is subject to liquidation, compulsory liquidation, winding-up or bankruptcy proceedings and shall take measures to maintain or terminate the payment facility accordingly, including the withdrawal of codes that are still valid;
- to make available the name, logo, scope of activity of the Customer's business, brand on the interface dedicated for this purpose by the Bank,
- to handle objections as set out in the Objection Handling Policy set out by the GIRO, which are made available on its website;
- to make available to the Customer educational material on the conditions of use of the EAM Payment Solution and the objections handling procedure and on the Customer's obligations;
- to provide the Customer with a 24/7 call centre (Raiffeisen Direkt) to assist the Customer in dealing with problems related to EAM Payment Solutions. The contact details of the call centre are published on the Bank's website;

- in the case of software necessary for the use of EAM Payment Solutions for which it is entitled to grant a right of use, to grant to the Customer the right of use, which the Customer may not transfer to another person, may not assign the right of use to another person and may not use the software in any manner other than as provided for in the Contract, and shall not acquire any other rights to the software beyond the right of use strictly necessary for its use.

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

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

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

b) Rights and obligations of the Customer

i. Basic rights and obligations applicable to all services

The Customer agrees:

- not to charge any surcharge, fee or commission to the Payer for the use of the EAM Payment Solution or to discriminate among its customers in respect of the acceptance of EAM or any other payment;
- to refund incorrect transfers (e.g. those based on a unified data entry code and received in duplicate or in error, or related to a payer complaint that has been validly closed in the objections procedure, or other transfers that require financial settlement other than the normal transaction flow), in accordance with the instant credit transfer procedures set out in his/her contract;
- to immediately invalidate valid data entry codes for which no settlement is expected;
- to apply the uniform image elements for immediate credit transfers;
- to notify the Bank of any change in the contractual details prior to such change or, if this is not possible, no later than 5 working days thereafter;
- that his/her trading name is the same as the name known to his/her customers;
- has the organisational, operational and technical conditions in place which are necessary for the provision of the service.

ii. Specific rights and obligations

- The Customer may use EAM Payment Solutions only at the Acceptance Point(s) specified on the Application Form or in the individual contract and in the course of the sale of the product/service/fulfilment of the payment obligation specified in the Contract. If the Customer sells a product or service for which the Bank is aware and accepts that the place of sale or provision of the service varies, in particular, but not limited to, in the case of taxis or mobile vendors, the restriction set out in the previous sentence shall apply to the sale of the product/service/fulfilment of payment obligations as specified on the Application Form and the Contract.
- The Customer must request the Bank's written approval in due time, but at least 5 working days before the change in respect of:
  - A change or new designation of the sold product, service or activity specified in the contract, notification of a new product, service or activity,

- Change of address of the Acceptance Point, notification of a new address,
  - Change of owner(s),
  - Change in the details specified in the agreement
  - Change of URL underlying the EAM.

- The Customer shall check at least once a day the correct functioning of the tools enabling the use of the EAM Payment Solution. If the Customer notices any irregularities, he/she shall immediately notify the Bank. The Customer agrees to contact the Bank immediately if he/she notices any irregularities or misuse of the EAM Payment Solution.
- The Customer is required to comply with the provisions of the EAM or the Technical Manual applicable to the service.
- The Customer expressly accepts that the Bank shall not be liable for any damage caused by any failure or interruption in the operation of the Internet connection used by the Customer to use the EAM Payment Solutions.
- The Customer shall bear all costs of establishing, operating and maintaining the Internet connection used by the Customer to use the EAM Payment Solutions. The Customer shall bear full responsibility for the use, configuration and operation of IT solutions, systems and structures in the Customer's interest, as well as for any errors arising therefrom, and the Bank shall exclude all liability in this respect.
- Any damage resulting from the improper use of the hardware or software required for the EAM Payment Solutions shall be borne by the Customer.
- The Customer may not transfer his/her rights under the Contract, may not assign to third parties the right to use the EAM Payment Solutions, and may use them only him/herself, for the purposes, in the manner, for the scope of activities and at the Acceptance Point specified on the Application Form or in the individual contract, and in accordance with the terms and conditions set out in the Contract.
- The Customer is obliged to cooperate with the Bank in order to settle any claims arising from any subsequent complaints procedures. The Customer's obligation to cooperate shall survive the termination of the Contract without time limitation.
- The Customer undertakes to provide the Bank, at the Bank's request, with the statements required by the GIRO and its subcontractor carrying out outsourced activity, for the provision of data requested by the Bank.
- If the Customer offers the Payer a rebate on the consideration for the goods or services in the legal relationship with the Payer for the provision of the goods or services, the Acceptor shall inform the Payer of this fact prior to the submission of the payment order by placing a notice of this fact in the Acceptance Point in a manner that is conspicuous to the Payer.
- The Customer undertakes to inform the Bank in writing without delay prior to the assignment in the event that the Customer entrusts a third party with the operation of the Acceptance Point. The Customer accepts that, if the Bank does not agree to the third party's assignment by the Customer, the Bank shall be entitled to exclude the Acceptance Point operated by the third party from the Acceptance Points covered by this Contract. The Bank shall notify the Customer thereof.
- The Bank is entitled to monitor the Customer's sales traffic, EAM Payment Solutions, Acceptance Points, the Virtual Acceptance Point if deeplink is used, his/her IT equipment, data recording systems, office or business premises at any time and on an ongoing basis in order to verify the Customer's compliance with the obligations under the Contract and with the applicable legislation.
- The Parties agree, and the Customer expressly agrees, that the Bank may use a subcontractor in the course of fulfilling its obligations in connection with EAM Payment Solutions

- The Customer accepts that GIRO may use a subcontractor to perform clearing tasks and related services in connection with the EAM Payment Solutions and to operate the payment system.
- The Customer accepts that the GIRO and its subcontractor performing outsourced activity, the Aggregator, may have access to the content of the Authentication Request and Status Information messages and understands that Aggregator and GIRO may also have access to his/her information, possibly classified as bank secrets, to the extent necessary for the provision of this service.
- The Customer is required to ensure compliance with data protection requirements vis-à-vis its own customers and to provide, upon request by the Bank, the documents and evidence in support thereof.

6. Customer's declaration on prevention of abuse

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

7. Fees, commissions and charges for the services

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

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

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

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

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

System Usage Fee *(for agreements concluded from 1 September 2026)*

The Bank shall charge a System Usage Fee as part of its fee schedule in respect of services used by the Customer through the Unified Data Entry Solutions.

The Bank shall determine the System Usage Fee on the basis of the fee charged to the Bank by InnoPay in its capacity as Aggregator and/or by GIRO, and shall publish the applicable amount of the System Usage Fee from time to time in the List of Terms and Conditions for Merchants forming an integral part of the agreement governing payment solutions used through the Unified Data Entry Solution.

The Aggregator and/or GIRO shall be entitled to unilaterally amend the fee charged to the Bank at any time, in which case the Bank shall be entitled to amend its fee schedule and the Terms and Conditions for Merchants accordingly.

The Bank reserves the right to determine, for specified customers or services, the pricing applicable to payment solutions used through the Unified Data Entry Solution on a uniform basis, meaning that the Bank may incorporate the System Usage Fee into the fee payable to the Bank for the relevant service.

8. Use of POS terminal, installation and operating costs

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

In the case detailed in this clause, the Parties stipulate that they agree that the Customer shall bear the costs of the installation and operation of the communication line necessary for the proper operation of the POS Terminal (excluding, in the case of a POS Terminal, the necessary SIM card which is provided by the Bank to the Customer), as well as the purchase of other equipment necessary for the use of the terminal (e.g. bank card terminal tape). The bearing of all other costs related to the installation and operation of the system shall be set out in the individual Contract and in the List of Terms and Conditions.

9. Compliance with Customer's payment obligations

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

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

10. Default and consequences of default

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

11. The Bank's right of set-off

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

- in the case of a EAM Payment Solution executed more than once, the amount of the payment initiated in the subsequent execution following the first execution,
- the amount of a legitimate claim submitted by the Payer,

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

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

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

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

12. Settlement

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

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

13. Objection handling procedure and handling of notifications

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

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

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

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

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

Recall is not applicable in the objection handling process.

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

The Customer shall, upon the Bank's request initiating the objection handling procedure, within 5 working days from the date on which this became known to him/her or from the date on which the Customer was in a position to be informed of it, report back to the Bank on the transaction concerned by the objection, describing the underlying documents and facts, data and information. The Customer must give a clear answer to the Bank within this period, either acknowledging the validity of the objection and refunding the amount of the transaction or contesting it.

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

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

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

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

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

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

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

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

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

14. Copyright protection

The software or any other solution, information, product, service, related material constituting know-how provided by the Bank to the Customer in connection with the EAM Payment Solutions constitutes the intellectual property of the Bank and is therefore protected ("Intellectual Property"). The Customer acquires a limited right to use this Intellectual Property exclusively for the operation of the EAM Payment Solutions and for the use of the Bank's services as an end user, as necessary for the use and operation of the services provided for in this Contract, by concluding a contract with the Bank. The Bank reserves all further rights to the Intellectual Property for itself and does not transfer them to the Customer.

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

15. Trade secret

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

16. Customer's breach of contract

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

- The Acceptance Point does not comply with the conditions set out in these Terms and Conditions and the Technical Manual.
- The Customer engages in activities or publishes content on the Acceptance Point that are detrimental to the Bank's reputation, incompatible with the Bank's business objectives and interests or not permitted by law or by these Terms and Conditions, the Customer's operation or activities cause damage to the Bank or any third party.
- The Customer refuses to co-operate with the Bank in the objection handling procedure or fails to comply with the deadlines, fails to provide the necessary information or fails to provide it within the time limits, in obvious cases fails to respond to the legitimate objection of the Payer or refuses to fulfil it, or fails to fulfil it in whole or in part.
- Engages in commercial conduct that is contrary to law.
- Investigation and handling of the Customer's breach of contract:

- The measures taken by the Bank shall last until the investigation into the Customer's behaviour has been completed.
- The Bank shall keep the amount of the transaction concerned in a non-interest-bearing suspense account for the duration of the investigation and, depending on the result of the investigation, if the Bank is required to credit the amount of the transaction concerned to the Customer's Payment Account with the Bank, it shall credit the amount to the Customer's account or, if the Bank is required to transfer the amount of the transaction concerned to the Customer's account held not with the Bank, it shall transfer the amount to the Customer's account held not with the Bank or refund the amount to the Payer without delay.
- In the event of suspected abuse, the Bank shall investigate the objection in accordance with the objection handling procedure. The Bank shall not be liable for any damage (including loss of profit) suffered by the Customer as a result of such measures.
- If the Bank suffers any financial loss or damage as a result of the Customer's unlawful conduct or non-compliance with the provisions set out herein, the Bank shall act in accordance with the rules applicable to set-off as laid down herein and in the GBC.

- In case of a breach of contract by the Customer, the Bank shall be entitled to:
  - call upon the Customer to cease the breach of contract and to restore the contractual situation within the time limit specified in the call after receiving the notice;
  - suspend the EAM payment facility, with concurrent written notice to the Customer, at individually specified or all Acceptance Points of the Customer and on all devices belonging to the Customer and in all manners;
  - debit any of the Customer's Payment Accounts with the Bank with the EAM Payment Transaction affected by the Customer's conduct, or deduct the amount of the EAM Payment Transaction from the amount payable to the Customer in the course of settlement, with concurrent written notice to the Customer;
  - terminate the Contract with immediate effect in accordance with the provisions of the GBC and this Contract.

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

a) Amendment

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

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

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

- changes to EAM Payment Solutions as determined by the GIRO and the Aggregator or as a result of a change in legislation,

- In the event of unilateral amendments by GIRO and/or the Aggregator to the trilateral contract(s) between GIRO, the Aggregator and the Bank or bilateral contracts between the Aggregator and the Bank relating to EAM Payment Solutions,

- in the event of an increase or change in the costs, fees, commissions applicable to the Bank resulting from the tripartite contract(s) between GIRO, the Aggregator and the Bank or the bilateral contract(s) between the Aggregator and the Bank relating to EAM Payment Solutions,

- in the event of changes affecting the service made by third parties who have a contractual relationship with the Bank for the provision of EAM Payment Solutions,
- to comply with legislation, regulatory requirements and regulatory environment applicable to the Bank's activities,
- the macroeconomic environment or the conditions determining the Bank's operating costs change and/or the technical and technological environment supporting the service changes in such a way that the service cannot be provided in the way or under the conditions previously provided.

b) Termination, cessation

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

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

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

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

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

j. the Bank is entitled to terminate the service without prior notice to the Customer if the Customer does not make a payment using the EAM Payment Solution and/or the Payment Request Service for 6 consecutive months.
k. The Bank is also entitled, if the Customer had a POS Terminal for the EAM Payment Solution, to terminate the POS Terminal and to have the POS Terminal decommissioned if the Customer has not made a payment and/or Card Acceptance Activity at the POS Terminal using the EAM Payment Solution and/or Payment Request Service for 6 consecutive calendar months. The date

of termination shall be the last day of the 6th calendar month following the last day of the month in which no more Card Acceptance Activity and/or no more payment using an EAM Payment Solution and/or Payment Request Service was made. The termination of the POS Terminal(s) does not imply the deletion of the Acceptance Point (business), if Card-based Payment Transactions and/or payment using an EAM Payment Solution and/or Payment Request Service continue to be made at the other POS Terminal(s) remaining at the Acceptance Point (the deletion of the Acceptance Point does not constitute an irreversible deletion in the Bank's systems, as the Bank is obliged to process the information on the terminated services during the legal retention periods).

l. the Bank is entitled to delete an Acceptance Point (business) from its system without any specific notification to the Customer if no Card-based Payment Transaction and/or payment using an EAM Payment Solution and/or Payment Request Service has been made at the Acceptance Point (business) for 6 consecutive calendar months. The date of termination is the last day of the 6th calendar month without payment by Card-based Payment Transaction and/or EAM Payment Solution and/or Payment Request Service. Termination shall not constitute also the termination of the Acceptor's/Customer's Card Acceptance Agreement and/or this Contract if Card-based Payment Transactions and/or payments using the EAM Payment Solution and/or Payment Request Service continues to be made at Acceptance Point(s) other than the Acceptor's/Customer's respective Acceptance Point (settlement unit).
m. the Bank is entitled to terminate a Customer registered at a given Virtual Acceptance Point (stand-alone settlement unit) in its system without prior notice to the Customer, if no payment using the EAM Payment Solution has been made during 6 consecutive calendar months at the given Virtual Acceptance Point. The date of termination shall be the last day of the 6th calendar month in which no payment using the EAM Payment Solution has been made. Such termination shall not constitute termination of the Customer's Contract if payments using the EAM Payment Solution continue to be made at another Virtual Acceptance Point.
n. in the cases specified in the GBC.

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

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

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

The Bank, depending on the type of service, shall arrange for the decommissioning and removal of the POS Terminal from the Customer's premises, if the Customer has a POS Terminal, at the cost set out in the List of Terms and Conditions of the Merchant, the individual contract or the Application Form. The Customer shall facilitate the dismantling and removal of the POS Terminal and hand over the POS Terminal to the representative of the subcontractor acting on behalf of the Bank.

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

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

18. Other conditions

a) Bank's business books

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

b) Governing law

This Contract shall be governed by Hungarian law.

c) Notifications

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

d) Test purchase

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

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

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

f) Bank secret and trade secret

The Customer expressly declares that the Bank is entitled to disclose to GIRO and the Aggregator any information and data related to the EAM Payment Solutions used, which are considered bank, business and payment secrets, in order to perform tasks and provide services related to the EAM Payment Solutions. The Customer expressly declares that he/she will inform the Payers of the data protection and confidentiality rules related to the EAM Payment Solutions prior to the payment and obtain their necessary consent in this context. The Customer shall be liable for any loss, damage, administrative or other penalty arising from the lack of such Payer's consent and failure to inform the Payer.

g) Responsibility for procedures applied in the interest of the Client

The Customer acknowledges that the Bank excludes all liability in connection with IT developments on the Customer's side or the use of integrators as subcontractors. The performance or operation of the solutions and subcontractors used by the Customer, are beyond the Bank's control, and the Bank is not a party to any legal relationships that may arise in this connection. Accordingly, the Bank shall not be liable for any errors or deficiencies arising in connection with the establishment of a connection between the Bank's and the Customer's internal systems, in particular: for service interruptions, outages, any malfunctions, misuse of these systems, or improper operation.