

oK&H Payment Services Kft

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Company registration number: 01-09-338123



## K&H Payment Services Kft

### GENERAL CONTRACTING TERMS AND CONDITIONS

for

### PAYMENT CARD ACCEPTANCE SERVICES

#### Effective:

The amendment marked in turquoise will enter into force 2 (two) months after its publication (**16 August 2023**), i.e. on 16 October 2023.

#### Changes:

**Based on point 3.2 of the GTC, the Company supplements these GTC with provisions regarding the cross-border services in relation to the following countries: Germany, Austria, Slovakia, Croatia.**

**The regulations for the vPOS service will also be amended with the possibility of manual closing.**

**The amendments are highlighted in turquoise.**

The amendment in **yellow** will enter into force on the date of publication, i.e. 28.09.2023.

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## **I. GENERAL PROVISIONS**

### **1. SCOPE OF THE CONTRACTING TERMS AND CONDITIONS**

- 1.1. The matters covered by these general contracting terms and conditions (hereinafter: "GCTC") will include all bankcard acceptance activities carried out under the Payment Card Acceptance Agreement (hereinafter: "Payment Card Acceptance Agreement" or "Agreement") entered into by and between K&H Pénzforgalmi Szolgáltató Kft. (registered office: 1095 Budapest, Lechner Ödön fasor 9., company registration number: Cg. 01-09-338123, court of registration: Court of Registration of the Budapest Capital Regional Court) (hereinafter: "Company") and the contracting party who has joined the Company's card acceptance network (hereinafter: "Merchant"). The Payment Card Acceptance Agreement will enable the use of bankcards as cash substitute payment instruments at the Merchant's outlets involved in card acceptance (hereinafter: "Merchant Locations").
- The contractual relationship between the Company and the Merchant (hereinafter collectively: "Parties") will take effect after the Agreement has been signed by both Parties, on the day the first POS terminal is installed (in the case of physical POS terminals) or is interfaced by the Company (in the case of virtual POS terminals) pursuant to the Agreement, will apply to all transactions actually carried out by the Merchant and have an indefinite term. A copy of the Agreement signed by the Merchant will be delivered by the Company to the Merchant by hand or by registered mail to the Merchant's registered office or mailing address after it has been signed by the Company.
- 1.2. The provisions of these GCTC will be binding on both the Merchant and the Company, but the Parties may deviate from them in writing by mutual consent.
- 1.3. The Company is under no obligation to enter into an agreement with the Merchant or prospective Merchant in respect of the services it provides, and accordingly the Company is under no obligation to enter into agreement on the basis of an initiative of the Merchant or prospective Merchant.
- 1.4. These GCTC form part of the Agreement. In the event of any discrepancy between these GCTC and the Agreement, the provisions of the latter will prevail.
- 1.5. Any matter related to payment card acceptance that is not regulated by the documents specified in these GCTC that form part of the Agreement will be governed by the applicable provisions of Hungarian law with regard, to the provisions of the legislation of the country of registration of the Merchant which provisions are mandatory and non-derogable basis in the conclusion and performance of the contract under these GCTC. In case the contract is translated into a foreign language and there is a discrepancy between the Hungarian and the foreign language text, the Hungarian text shall prevail.

### **2. PUBLICITY OF THE GCTC**

These GCTC are public and the Company will make them available to anyone at its registered office and simultaneously on its website ([www.khpos.hu](http://www.khpos.hu)). The Company will ensure that the GCTC available at its registered office and on its website are up to date at all times and are accessible to any person for as long as it is necessary for them to be known. The Company will provide a copy of these GCTC and its annexes on paper or on any other durable medium free of charge upon express request.

### **3. AMENDMENT AND TERMINATION OF THE GCTC**

- 3.1. The GCTC (including any annexes thereto) may be amended:
- as a result of a change in laws related to the legal relationship or affecting the Company's activities, or other rules binding on the Company or the Merchant (including, in particular, the rules of International Card Companies), from the date specified in the Company's notice,
  - by mutual consent,
  - unilaterally by the Company.

- 3.2. The Company will have the right to amend the GCTC (including any annexes thereto) unilaterally in the following cases:
- a change in the Company's business policy or product policy,
  - changes introduced by International Card Companies,
  - a change in the risk associated with the Merchant,
  - changes applied by third parties in a contractual relationship with the Company that affect the legal relationship,
- 3.3. Information provided on unilateral amendments:
- 3.3.1. In the event of a unilateral and, for the Merchant, unfavourable amendment to the provisions of the Agreement, the Company will communicate the amendment to the Merchant in writing at least 2 (two) months before the effective date of the amendment.
- 3.3.2. If the Company unilaterally amends the provisions of the GCTC (including any annexes thereto) in a way that is unfavourable to the Merchant, it will publish the amended document on its website at least 2 (two) months before the effective date of the amendment.
- 3.3.3. If the Merchant does not accept the amendment in the cases set out in Sections 3.3.1 and 3.3.2, it may communicate its decision to the Company by means of a written statement signed by an authorized signatory. If the Company receives no such statement by the business day preceding the effective date of the amendment, the Company will consider the amendment to be accepted by the Merchant. Non-acceptance of the amendment will be deemed by the Parties as termination with immediate effect.
- 3.3.4. After the amendment contained in Sections 3.3.1 to 3.3.2 above comes into effect, the legal relationship between the Parties will be governed by the terms of the amendment.
- 3.3.5. When the GCTC (including any annexes thereto) is amended in a way which does not have an unfavourable impact on Merchants, the Company will notify Clients of such amendment on the working day preceding its effective date.
- 3.4. The Agreement will terminate:
- by written mutual consent, at the time determined by the Parties,
  - if terminated by either Party,
  - The Merchant will have the right to terminate the Agreement with 30 (thirty) days' notice, while the Company will have the right to terminate the Agreement with 2 (two) months' notice. No reason needs to be given for termination, but the other party must be notified of termination in writing, by registered mail.
  - by termination with immediate effect if the Merchant, the Merchant Location or the Company fails to comply with the provisions of the Agreement (and thus any documents that form part of it).
- 3.4.1. The Company will have the right to terminate the Agreement with immediate effect in the following cases in particular:
- in any event or series of events (including any adverse change in the Merchant's business, assets or financial condition) which, in the Company's judgment, may affect the Merchant's ability or willingness to perform any of its obligations under the Agreement;
  - if any activity of the Merchant or its Merchant Location harms the Company's business reputation or the Merchant is unable to provide at its Merchant Location the conditions of civilized card acceptance that is considered customary internationally;
  - if an International Card Company – or more than one of them – so requests (request) in writing;
  - if the percentage of transactions (in number or value) reported by the Cardholders, the issuing banks and the International Card Companies for a given month that are subject to complaints and/or are fraudulent reaches 1.8% of the transactions carried out by the Merchant;

- One of the following events occurs in relation to the provisions of Section 13.2.2 (Collateral deposit provided by the Merchant):
    - the Merchant fails to make a collateral deposit available to the Company in the amount required by the Company,
    - the validity, effect or full enforceability of the collateral deposit ends or is reduced for any reason,
    - the Merchant Collateral Provider's warranty statement set out in the collateral deposit agreement proves to be untrue or materially inaccurate,
    - the Merchant Collateral Provider fails to comply with a disclosure obligation in the collateral deposit agreement that affects the collateral deposit or the Company's security interest or their enforceability;
  - if the Merchant commits a serious breach of contract, including failure to pay the monthly administration fee and violates the rules of card acceptance despite a repeated notice;
  - if, despite a written notice from the Company, the Merchant fails to allow the installation or interfacing of any terminal (POS or virtual POS terminal) by the Company or its subcontractor by the deadline specified therein, or fails to ensure that all the conditions required for installation are met by the deadline specified in such notice;
  - if the Merchant repeatedly prevents the remote downloading of the software version update used by the Company or impedes the Company in carrying out the onsite software update, thereby exposing the Company to risk and damage;
  - if the Merchant is obliged to return the POS terminal under the Agreement, but fails to return any POS terminal to the Company by the deadline specified in the Agreement, or fails to return it to the Company in a working condition suitable for its intended use, despite a written notice from the Company;
  - if the POS terminal is the Company's property and, despite a written notice from the Company, the Merchant fails to allow the POS terminal to be dismantled by the Company by the deadline specified such notice.
- 3.4.2. The Company must send its notice of termination to the Merchant by registered mail to the Merchant's registered office. The Agreement will terminate on the fifth day following the mailing date of the registered letter in the case of termination with immediate effect and on the sixty-fifth day following the mailing date of the registered letter in the case of termination with notice. The mailing date will be included in the time limits set out above.
- 3.4.3. The termination of the Agreement for any reason will not affect the Parties' liability and obligations in relation to card transactions carried out prior to termination of the Agreement and the settlement of the consideration for such transactions.
- 3.4.4. If the Agreement is terminated due to the Merchant conduct in relation to fraud that occurred in the course of the Merchant's card acceptance activities, the Company will be have the right to technically block the service before sending the registered letter in order to prevent further damage. The Company will register the Merchant in the database of International Card Companies designated for this purpose.
- 3.4.5. If the Merchant has outstanding debts to the Company on the date of termination of the Agreement, the Merchant will arrange for the transfer of such debts within thirty (30) days following the termination of the Agreement.
- 3.4.6. If, after termination of the Agreement, a complaint is received from the Cardholder or the International Card Company regarding the transactions made by the Merchant prior to termination of the Agreement, the Merchant agrees to provide the Company with the documents necessary to clarify the complaint, as provided for in these GCTC. If it is confirmed that the complaint is due to the Merchant's fault or that in the absence of termination of the Agreement the Company would have been entitled to deduct the items in question, the Merchant agrees to reimburse or pay, within 15 (fifteen) days upon receipt of the

Company's written notice, the amount of the transaction contested or the total amount of the items giving rise to the deduction.

- 3.4.7. Upon termination of the Agreement the Merchant must immediately remove from its Merchant Locations any signs, stickers or marks indicating that the Merchant Location accepts international and domestic cards within the Company's scope of acceptance or that it has a relationship with the Company. In addition, the Merchant must return to the Company, with due care and diligence, all items, tools and equipment necessary for card acceptance – provided by the Company pursuant to a separate document – within eight (8) days at the latest, and must cease to use in its advertisements, brochures or other advertising media the name, trademark or any other designation of the Company and of the domestic and international cards settled by the Company or their issuers unless it has the right to continue using them under another agreement.
- 3.4.8. The Merchant acknowledges that it may not accept credit card payments under the terms of the Agreement from the date of termination of the Agreement or immediately if 3.4.4 applies and agrees to retain for a period of five (5) years following the termination of the Agreement all records of credit card transactions made under the Agreement and to make such records available to the Company immediately upon request.

#### 4. DEFINITIONS

**Regulation (EU) 2015/751:** Regulation (EU) 2015/751 of the European Parliament and of the Council of 29 April 2015 on interchange fees for card-based payment transactions, which contains provisions applicable to, inter alia, the maximum interchange fee, the calculation of the merchant service charge, the range of fees and charges to be stated in the agreement, the lifting of the "honor all cards" rule and the mandatory elements of the Statement, etc.

**Card-based payment transactions carried out within the European Economic Area:** card-based payment transactions governed by Regulation (EU) 2015/751, where both the payer's payment service provider and the Merchant's payment service provider are located within the European Economic Area.

**International Card Company** (Visa International Ltd., Mastercard International S.A., UnionPay International Co. and JCB International Ltd.): an international organization that the Company has joined as a member or has signed another agreement with and is thus entitled to perform payment card-related activities in accordance with the rules of such organization.

**Supervisory Authority:** The financial intermediary system is supervised by the National Bank of Hungary (Magyar Nemzeti Bank, MNB) as detailed in Section 4(9) of Act CXXXIX of 2013.

**Payment Card (hereinafter "card" or "bankcard"):** a physical (e.g. plastic card) or virtual (e.g. saved/digitized in a telephone) medium that means any internationally and domestically issued cash substitute payment instrument used to pay for goods and/or services at designated points of acceptance by means of physical and/or electronic storage and regulated communication of card data and which is accepted by the Company.

**Card Settled:** all the cards the range of which has been defined by the Parties in the Agreement and after the lawful use of which the Company will settle with the Merchant the consideration for the transactions.

**Card Accepted:** in addition to the Cards Settled, all the cards in respect of which the Merchant has entered into a contract with a third party that the Company has entered into a cooperation agreement with, under which the Company, on the basis of information received from such third party, will accept the cards at the terminal and forward the transaction to the location specified by such third party. The Company will not provide any other services in respect of the cards concerned, so that in the case of Cards Accepted that are not among the Cards Settled the Company will not, in particular, be responsible for e.g. the conclusion of contracts, conditions, settlement, complaints handling, etc.

**Merchant:** any legal person or unincorporated organization that the Company has entered into an Agreement with for the payment of the consideration for goods and services using payment cards settled by the Company.

**Merchant Location:** a physical location or virtual space operated by the Merchant under a Payment Card Acceptance Agreement that is equipped with a card-accepting POS terminal or software.

**Cross-border Card Acceptance Service:** The financial service and any supplementary financial services are provided in a country other than the one where the financial institution providing the service is registered or has its site, headquarters or branch office. Cross-border services are subject to a separate Agreement.

The cross-border service provisions exclusive to specific countries are always published in the relevant contractual documentation. From October 16, 2023, the Company's virtual acceptance (vPOS) service and physical POS acceptance service will cover the territory of Austria, Germany, Slovakia and Croatia, in case of acceptance in EUR currency.

**Foreign Merchant:** any Merchant or Merchant Location which has entered into an Agreement with the Company for cross-border card acceptance services.

**Payment Card Acceptance Agreement:** the entire contractual documentation between the Merchant and the Company for the payment card acceptance activity and other related services, which includes: these GCTC (including any annexes thereto), the individual Payment Card Acceptance Agreement and any annexes thereto.

**Cardholder:** any natural person whose name is embossed, printed or electronically stated on the card used as a payment instrument or who is entitled to use the card.

**Card Company Fee:** the system usage fee payable to the Card Companies, the amount of which is set and changed by the Card Companies unilaterally. The Company will have the right to unilaterally pass on changes in Card Company Fees to the Merchant, which will not constitute a unilateral amendment of the Agreement by the Company; the Company will indicate the Card Company Fee in the Agreement for information purposes.

**Interchange Fee:** the fee paid by the acquiring bank to the issuing bank or payment service provider for card-based payment transactions, the amount of which is determined by the agreement between the card companies or the Issuer and the Company. The Company will have the right to unilaterally pass on changes in the Interchange Fee to the Merchant, which will not constitute a unilateral amendment of the Agreement by the Company; the Company will indicate the Interchange Fee in the Agreement for information purposes.

**Company Fee:** the fee payable to the Company and specified by the Parties in an agreement.

**Merchant Service Charge:** the total charge paid by the Merchant in relation to card-based payment transactions, which includes the Card Company Fee, the Interchange Fee and the Company Fee.

**Authentication:** the procedure for identifying the card or the cardholder in the course of the service, in accordance with the requirements. The procedure is not always mandatory for a successful transaction.

**Authorization:** all successful and unsuccessful requests for authorization resulting in the approval or rejection of the transaction by the Issuer or its agent. The procedure is not always mandatory for a successful transaction.

**Transaction:** an operation related to card use, which may consist of:

- input (mandatory),
- authentication (conditional),

- authorization (conditional).

The transaction may be online or offline depending on whether authorization and/or authentication takes place during the process.

The transaction is considered successful if it has been authorized by the Company or authorization is not required according to the Payment Card Acceptance Manual and the Merchant has not indicated that the use of the goods/services has failed for any reason.

Any successful transaction – e.g. purchase, completion of pre-authorization, refund, or any legitimate complaint received in relation thereto – will be settled.

**Online Transaction:** if the request for authorization is sent real time to the Issuer or its agent, and the Issuer sends the authorization or rejection back to the Merchant in time.

**Offline Transaction:** if no real-time authorization is requested, the Issuer does not approve or reject the Transaction, and the Company decides on the Transaction at its discretion. The Transaction will only be settled after the Merchant successfully completes the end-of-day procedure on the POS Terminal.

**Logo:** a lawfully used emblem that – as a unique symbol of the services shown on the card and developed and offered by the International Card Association or, where applicable, by the Company – clearly indicates the place of acceptance of the card.

**Floor Limit:** a limit determined and set by the International Card Company and/or the Company for the given card, above which the transaction requires authorization. The Company applies a uniform floor limit of 0.

**CVM Limit:** the amount or number of transactions that, when reached or exceeded, requires the Merchant to comply with the Cardholder authentication requirements set by the International Card Company and/or the Company. The CVM Limit may vary depending on the device used at the Merchant Location and the method of acceptance.

**Contactless CVM Limit:** the limit below which contactless transactions can be carried out without Cardholder authentication. The Company may change this limit at any time – provided that the rules of Card Companies are complied with – and may download this parameter into the POS Terminal at any time. In the course of authorization the Issuer may instruct the Merchant to authenticate the Cardholder even below the Contactless CVM Limit.

**PIN Pad:** equipment for the entry and encrypted transmission of the PIN Code which is integrated into or connected to the POS Terminal.

**POS Terminal:** electronic equipment, whether built into or separate from the cash desk, possibly software only, which is used at the place of the card transaction to process cashless transactions. In the course of its use, it may partially authenticate the card and the cardholder, electronically grant or deny the authorization from the Company to carry out the transaction, or, in the case of offline transactions, process the transaction and record and transmit to the Company information relating to the card transaction. Unless expressly provided otherwise, POS Terminal means the POS Terminal and the PIN Pad together.

**Virtual POS (vPOS) Terminal:** the card acceptance software that handles the transaction carried out via the Internet in accordance with the security standards of the International Card Companies and/or the Company.

**Electronic Card Acceptance:** an operation where Merchant processes card transactions electronically, with the help of a POS Terminal.

**Magnetic Stripe Transaction:** a transaction where a magnetic stripe card or a hybrid card was used and the magnetic stripe reader function of the POS terminal was used to read the data.



**Chip Transaction:** a transaction where a chip card or a hybrid card was used and the chip reader function of the POS terminal was used to read the data.

**Contactless Transaction:** a transaction where the data stored on the magnetic stripe or the chip are read by the POS Terminal using Near Field Communication (NFC) technology when the card is held close to the NFC reader of the POS Terminal.

**PIN Code:** the confidential personal authentication data (identification code), produced under strict security conditions, which the card-issuing payment service provider has made available to the Cardholder client for authentication purposes and which ensures verification of the Cardholder's legitimacy.

**POS Receipt:** in the case of electronic card acceptance, the receipt produced by the POS Terminal, which contains the electronic data sent by the POS Terminal to the Company.

**K&H POS24 Service:** a web application available to the Merchant.

The Payment Card Acceptance Manual contains additional definitions.

## 5. CLIENT IDENTIFICATION AND REPRESENTATION

- 5.1. Pursuant to the provisions of Act LIII of 2017 on the Prevention and Combating of Money Laundering and Terrorist Financing (hereinafter: "AML Act") the Company must identify the Merchants (as well as their authorized representatives and persons having a right of disposal), in the course of which the Company must require the presentation of documents that verify the data specified in the AML Act.
- 5.2. During identification the Company will require the presentation of the following documents or their certified copies:
- a) in the case of legal persons or other organizations and private entrepreneurs, in addition to the documents specified in section b) of the person(s) authorized to act in their name or on their behalf, a document, not older than 30 (thirty) days, which proves that
    1. the business organization with its seat in Hungary has been duly registered or has applied for registration; in the case of a private entrepreneur, the entrepreneur's license or the certificate of registration has been issued,
    2. in case of a legal person with its seat in Hungary whose formation requires registration by an authority or court of law, that the registration has been completed,
    3. in case of a legal person which has its registered seat outside Hungary and in case of an organisation that is not a legal person, that it has been duly registered pursuant to the law of its home country;
  - b) the Articles of Association (Deed of Foundation, Statutes) of the legal person or organisation;
  - c) in case of natural persons
    1. for natural persons with residence in Hungary: identification document (ID card, passport, or driving license issued after 1st January 2004), and address card,
    2. for foreign natural persons: travel document or identification document – with additional requirements for Hungarian legal persons –, provided that it entitles the holder to reside in Hungary, or a valid document certifying the right of residence or a document entitling the holder to reside in Hungary.
- 5.3. In addition to the above, the Company will request the Merchant to make a written statement about the Merchant's beneficial owner. The Company will also request the Merchant to provide a statement as to whether the beneficial owner(s) is/are (a) politically exposed person(s). If the beneficial owner is a politically exposed person, the statement must specify which provision of Article 4(2) of the AML Act classifies the beneficial owner as a politically exposed person. The Company may waive the statement

of beneficial ownership on a risk sensitivity bases if the Company records the above data based on documents presented to the Company and publicly available records or records the controller of which the Company is entitled by law to request data from.

In the event of any doubt about the identity of the beneficial owner, the Company will request the Merchant to make another statement of beneficial ownership.

- 5.4. During the business relationship the Merchant must notify the Company of any changes in the data provided as part of client identification or in the identity of the beneficial owner within 5 (five) business days of becoming aware of such changes.
- 5.5. In order to ensure the security of the business relationship, the Company will, prior to the provision of the Service, perform client identification and verify that the person(s) acting on the Merchant's behalf has (have) the right to represent the Merchant. In the course of client identification the Company will only examine the data and documents that are required to be examined by the applicable laws and regulations and that the Company, at its discretion, believes need to be examined for the security of the relationship between the Company and the Merchant.
- 5.6. The Company will, in certain cases – if required by applicable laws or regulations (with particular regard to the prevailing legislation on the prevention and combating of money laundering) or at its discretion – have the right and the obligation to request the Merchant to provide adequate proof of additional identification data, and – in the cases described in applicable laws or regulations – to forward such data to certain authorities. If the Merchant fails to comply with the request in the manner and by the deadline specified by the Company, the Company will have the right to refuse or suspend the provision of the given Service or the execution of the given transaction.
- 5.7. The Merchant must submit to the Company in writing, in the form requested by the Company, the name(s) and specimen of the person(s) having the right of representation and the person(s) authorized to represent the Merchant. If the Agreement is entered into, the Merchant's representative may be only a person who is authorized to sign for the company pursuant to the valid company registration document, or a person duly authorised thereby.
- 5.8. The Company will have the right to consider the representatives registered with it by the Merchant and their signatures as valid until the Company receives from the Merchant an authentic notice on the withdrawal of such authorisation for representation. If the right of representation of the person acting as the Merchant's representative is not clearly established for any reason, the Company will temporarily suspend the provision of the Service to the Merchant. The Company will not be liable for any resulting damage.
- 5.9. If the Merchant does not act in person or via a representative previously specified to the Company, the person representing the Merchant shall verify his/her right of representation with an authentic instrument (document issued by a court, a notary public or another authority), a private document with full probative force or a private document countersigned by an attorney.
- 5.10. The persons presented by the Merchant to the Company as the Merchant's representatives may be regarded by the Company as such. An employee working at the Company's registered office must, unless otherwise provided by law or the circumstances otherwise require, be deemed a representative of the Company for the purpose of entering into transactions customarily conducted at such a place. The persons authorized to sign for the Company according to the Company's rules of representation will have the right to make, or refuse to make, legal statements on the Company's behalf, and the Company will provide proof of such authorization at the Merchant's request.
- 5.11. Foreign Merchants must also submit the official English translation of all documents in addition to the copies written in the original language in accordance with Decree 24/1986.(VI.26.) MT on specialised translation and interpreting.

**6. PROVISIONS APPLICABLE TO PAYMENT SERVICES INTERMEDIARIES**

- 6.1. The Company will have the right to use contributors or payment services intermediaries (hereinafter: "payment intermediaries") to facilitate its services. The contributors and payment intermediaries may use other intermediaries or contributors in their activities aimed at the intermediation of the Company's services.
- 6.2. The Company will be liable for any damage caused to the Merchant by a contributor or payment intermediary in the course of their activities, and the Company will be fully liable for the activities of the contributor or payment intermediary used by the Company within the limits of the liability exclusion and limitation provisions applicable to the Company. In this context, the Company will be liable for the actions of the contributor or payment intermediary as if it had acted on its own.
- 6.3. The contributors and payment intermediaries used by the Company are listed in Annex 5 of these GCTC.
- 6.4. The contributors and payment intermediaries used by the Company will not have the right to accept any money or other asset from the Merchant or prospective Merchant under any circumstances, handle the money or other assets of the Merchant referred by them, or assume any obligations on behalf of, or at the risk of, the Company.
- 6.5. K&H Bank Zrt. will act as a payment intermediary within the framework of an engagement with the Company, which allows a payment card acceptance agreement to be concluded in certain cases at the premises of K&H Bank Zrt. open for client services (personal sales points / branches).

**7. CONFIDENTIALITY OBLIGATIONS**

- 7.1. Business secret means any fact, information, solution or data relating to economic activity the disclosure, acquisition or use of which by unauthorized persons would harm or endanger the legitimate financial, economic or market interests of the secret holder, and for the confidentiality of which the secret holder has taken the necessary measures.
- 7.2. Payment secret means any fact, information, solution or data available to the Company about individual clients that relates to the client's identity, data, assets, business activities, management, ownership, business relations and agreements with the Company.
- 7.3. Any person who comes into possession of a business or payment secret must keep it confidential without time limitation. Under the confidentiality obligation, facts, information, solutions or data that are business secrets or payment secrets must not be disclosed to third parties without the Client's consent or used outside the scope of duties. Any person who comes into possession of a business or payment secret must not use it to obtain, directly or indirectly, an advantage for themselves or for another person, or to cause a disadvantage to the Company or its Clients. No information may be withheld citing a business secret where there is a reporting and disclosure obligation pertaining to public access to data of public interest or data public on the grounds of public interest, as set out in separate law.
- 7.4. Payment secrets may only be disclosed to third parties if:
- ➔ if so requested or authorized by the Merchant or its legal representative in an authentic instrument or in a private document with full probative force specifying the payment secrets pertaining to the Merchant that may be released;
  - ➔ Act CCXXXV of 2013 on Payment Service Providers (hereinafter: "Payment Service Providers Act") grants an exemption from the obligation to keep a payment secret;
  - ➔ the Company's interests make it necessary so that the Company can sell its claim against the Merchant or enforce its outstanding claims;
  - ➔ if a certification body, including its subcontractor, hired by the Company, received such confidential information in carrying out the certification process.

- 7.5. Compliance with the reporting, data transfer, data transmission, publication and notification obligations described in the Payment Service Providers Act will not constitute a breach of the confidentiality of payment secrets.
- 7.6. The obligation to maintain the confidentiality of payment secrets will not apply in the event of written inquiries made to the Company by organizations and authorities defined in the Payment Service Providers Act. The written inquiry must specify the Merchant in respect of which the organization or authority requests the release of a payment secret as well as the type of data requested and the purpose of the data request. The entity authorized to request data may use the data made available to it only for the purpose stated in the data request. The Company may not refuse to release the data citing a confidentiality obligation.

## **8. COOPERATION BETWEEN THE PARTIES; NOTIFICATIONS**

- 8.1. The Parties shall act in line with the principles of civil law and with utmost respect to the interests of the other party. The Parties shall cooperate and inform one another regarding any and all material circumstances concerning the Agreement during contract negotiations and at the time of the conclusion, during the term and upon termination of the Agreement. In doing so, the Parties shall forthwith notify one another of any and all material circumstances and facts pertinent to their relationship; furthermore, they shall respond to queries received from the other party, unless it follows otherwise from the nature of the matter and/or the documents available; they shall draw attention to any changes, mistakes and omissions and, if allowed by the circumstances, shall remedy them.
- 8.2. The Parties shall notify each other forthwith but no later than within 5 (five) working days of any changes to their names, addresses, telephone and telefax numbers or their representatives, as well as any other changes to their person or legal status relevant for compliance with the provisions of the Agreement.
- 8.3. The Merchant shall inform the Company in writing if a notification expected by it from the Company does not arrive in time; if it fails to do so, the Company shall not be liable for the resulting potential losses.
- 8.4. The Merchant shall supply all data and information related to the provision of the Service that are required by legislation or where the Merchant is of the opinion that the availability of such data or information is essential.
- 8.5. The Merchant shall forthwith inform the Company of their intention of reorganisation, separation, demerger, merger or amalgamation, any planned apportionment (distribution) of its assets, or if such actions have already taken place, and also if it plans to request a bankruptcy, dissolution or liquidation proceeding on itself or if the legally stipulated conditions for the same apply, or if it becomes aware in any manner whatsoever that a third person has requested or intends to request a liquidation procedure, a judicial oversight procedure, a forced deregistration or similar proceeding against it.
- 8.6. The Merchant shall supply documents in the original or in notarised copies. The Company may request further forms of authentication for documents issued in a foreign country.
- 8.7. The Merchant shall be responsible for the accuracy and truthfulness of the information it provides to the Company and for ensuring that it does not mislead the Company. The Company shall be entitled to check the authenticity of the data supplied by the Merchant using the means available to it under the law. The Merchant's failure to comply with its information obligation shall be deemed a serious breach of the Agreement.
- 8.8. All types of losses arising from a failure to comply with the information obligation shall be borne by the defaulting party.

**9. LIAISING**

- 9.1. The language of communication between the Parties shall be Hungarian. The Company shall also provide the option of communication in English, provided that in the case of written communication the conditions set out in clause 5.11 shall apply.
- 9.2. The Merchant shall liaise with the Company via the sales channels used by the Company. These sales channels are especially the following: contact in person (at the Company's principal place of business), liaising by telefax, telephone and e-mail.
- 9.3. The Parties shall commit to writing the notifications and messages intended for one another, or confirm the same in writing. A document shall be deemed as written if it is declared as such by legislation or if it is expressly or otherwise declared as such pursuant to the Agreement.
- 9.4. In the event of the confirmation of communications given by telephone or any other non-written means, the recipient party shall forthwith highlight the deviations, if any, between the communication and the written confirmation.
- 9.5. The Company informs the Merchant that the risk of mistakes, misunderstanding and other faults and misuse from the nature of the device is higher in the course of using electronic means of communication (especially the telephone, telefax and computer networks) than in the case of direct written communication. Therefore the Company shall use the aforementioned communication channels only upon the explicit request of, and authorisation from, the Merchant.

**10. RECORDING TELEPHONE CONVERSATIONS**

- 10.1. The Company shall record its conversations conducted with the Merchant on the Company's landline. The Company maintains the right to also record its conversations on its other telephone lines and shall notify this to the Merchant in advance. Such notification may be provided by way of the Announcement. The Company shall record and store its conversations with the Merchant on a medium compliant with the requirements applicable to durable media and, on request, it shall place the medium at the Merchant's disposal. The Company is under no obligation to take minutes of such recordings, unless otherwise stipulated by the law. The Company shall nevertheless allow the Merchant to access such audio recordings, subject to the Merchant's commitment to adhere to the relevant security, confidentiality, data and personality protection rules.
- 10.2. The Merchant shall handle confidentially any audio recordings released to it; accordingly, it shall not publish them without the Company's advance written consent or make them available to unauthorised third parties. It shall bear full liability for damages in the event of any breaches of these rules. The Merchant acknowledges furthermore that, following the issuing of a copy of an audio recording, the Company shall not be liable for any losses (especially the breach of payment secrets) arising from the inappropriate handling of such copy.
- 10.3. The provision in Section 10.2 above does not impinge on the Merchant's unlimited ability to exercise its right to legal remedy (thus especially to turn to the courts if the legal conditions for the same apply) and to use the audio recording in order to exercise this right.
- 10.4. The conversations recorded by the Company shall have full probative force in the legal relationship between the Parties.
- 10.5. The rules applicable to recordings: the Company shall record telephone conversations on the telephone lines specified by it, in which it shall use electronic data media within a closed system. The conversations with the Merchant are recorded and stored in a format allowing the replaying of these data (conversations) in unchanged form and with unchanged content for a period of at least 5 years or until the end of a longer period required by the Supervisory Authority or the law; the Merchant shall have access to such recordings in the following way: they shall be available and accessible at the Company's premises, and thus the Merchant shall also be able to store the data addressed to it for a period

appropriate to the purpose of the data and to present the stored data in unchanged form and with unchanged content.

- 10.6. The Company provides its Customers with the opportunity to book an appointment to listen to audio recordings during customer service hours at the Company's principal place of business, in the presence of representatives of the Company.

## **11. DATA PROTECTION RULES**

- 11.1. The Company as data controller shall comply with data protection legislation in its communications with the Merchant; accordingly, it shall manage the personal data of the natural persons associated with the Merchant (hereinafter: Data Subjects) in compliance with especially Act CXII of 2011 on the Right to Informational Self-Determination and on the Freedom of Information and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter: 'GDPR').
- 11.2. The personal data of Data Subjects shall be processed only with the Data Subject's consent or if ordered by the law or necessary for performance under a contract; the processing of data may also be based on the legitimate interest of the Company. Whether by the Data Subject's consent or pursuant to the law, personal data shall be processed especially if this is necessary for fulfilling a duty in the public interest or the data controller's legal obligation, for exercising the official functions of the Company or a third-person data recipient, for protecting the Data Subject's vital interests, for fulfilling a contract between the Data Subject and the Company, for enforcing the legitimate interests of the Company or third persons, or for the lawful operation of civil society organisations. If a Data Subject has requested a limitation of the processing of their data, the processing shall be limited; in addition to being stored, such personal data shall be processed only upon the Data Subject's consent, for the purposes of filing, enforcing and protecting legal demands or for protecting the rights of other natural persons or legal entities, or on the grounds of important public interests of the European Union and/or any of its Member States.
- 11.3. The Merchant shall disclose to the Company the personal data of only those Data Subjects who are aware of such disclosure, have given their consent to the Merchant for the disclosure of their data or when the Merchant is otherwise obligated or authorised to do so by law. The Merchant shall be responsible for informing the Data Subjects and obtaining their consent. The Company will thus become authorised to process those data of the Data Subjects that serve the purposes of preventing money laundering and liaising with the Merchant (including but not limited to the Data Subject's workplace telephone number and e-mail address, workplace position and powers, and signatory rights). The Merchant agrees to compensate the Company for any potential claims resulting from the above.
- 11.4. In accordance with the requirements formulated in the AML Act, the Company shall process the personal data of Data Subjects for a period of eight years after the termination of the Agreement.
- 11.5. Data Subjects:
- a) may request information about the processing of their personal data,
  - b) may request the rectification of their personal data and, except in the case of data processing ordered by legislation, the erasure of their personal data,
  - c) may object to the processing of their personal data if this is needed solely for the exercising of the rights or legitimate interests of the controller or the data recipient and/or is conducted for the purposes of direct marketing, market or scientific research,
  - d) may go to court in the event of a breach of their rights.
- 11.6. The Company shall be entitled to forward the data of the Data Subject in compliance with the law, and shall be entitled to engage a processor.

- 11.7. The Company may outsource to another organisation the execution of activities that entail the management, processing or storage of data, subject to compliance with the data protection requirements. According to the relevant provisions of the Payment Service Providers Act, the forwarding of data classifying as payment secrets to these organisations does not constitute a breach of payment secrecy. The Company shall ensure that such organisations arrange for the secure processing of the Customers' data, in line with the conditions provided for in legislation on data protection and payment secrecy. The outsourced services and the outsourcing service providers are contained in Annex 4 to this GCTC.
- 11.8. The Company's detailed data processing policy document is available on its official website ([www.khpos.hu](http://www.khpos.hu)).

## 12. COMPLAINT HANDLING

The Company shall act upon the Merchant's notifications, and shall examine and remedy its complaints.

In fulfilling this obligation, the Company shall proceed in accordance with the provisions in the Complaints Handling Regulation constituting an inseparable part of this GCTC. The Merchant may submit complaints to the Company in person, by telephone, by post, by telefax or by e-mail, in accordance with the Complaint handling policy. To inform the Merchants, the Company shall display its Complaint handling policy at its principal place of business. The person designated to handle customer complaints shall examine the matter in the complaint and communicate their decision on the matter, within fifteen working days of adopting the decision, by sending a written answer to the Customer. If the Parties are unable to resolve the complaint between themselves, the Company shall, in its answer, inform the Merchant of its right to turn to the courts in the event of disputes. Matters not provided for explicitly in this Section shall be governed by the Complaint handling policy.

## 13. GENERAL OBLIGATIONS OF THE PARTIES

### 13.1. The Company undertakes the following

- 13.1.1. Prior to signing the Agreement, the Company shall display on its official website ([www.khpos.hu](http://www.khpos.hu)) the documents that constitute a part of the Agreement and were not delivered on paper upon the signing of the Agreement by the Merchant; on the Merchant's express request, it shall send the same to the Merchant on paper as well.
- 13.1.2. Either before the commencement of card acceptance operations or at any time thereafter, the Company shall explain to the persons designated by the Merchant the rules of card acceptance and the use of POS terminals, and shall place at their disposal the stickers and logos signalling card acceptance (or, if certain cards are refused, then their refusal or limited acceptance), and shall grant the Merchant the right to use them.

Prior to the start of card acceptance, the Merchant shall learn the rules of card acceptance by reading on its own the documents governing the Agreement (with special attention to the contents of the Payment Card Acceptance Manual and the POS Manual), unless it needs specific training on the matter. Should the Merchant encounter any question or difficulty during card acceptance regarding the rules of the same, the Merchant shall request help from the Company and use such help until such time as the question or difficulty is fully resolved.

The Company or the Company's subcontractor shall have the right to cross-charge to the Merchant the costs of training about the rules of card acceptance or the costs of any repeated training about the use of the POS terminal.

- 13.1.3. The Company shall grant the Merchant usage rights to the programming (software) identified by it as necessary for the proper use of the POS terminals. The Merchant shall not transfer this right to entities other than its points of sale, it shall not exploit it in any other ways and shall not modify it. The Merchant may use the programming together with other software only with the Company's written permission.

The Merchant shall be liable for any and all unauthorised physical or software modifications that may lead to fraud directly or indirectly.

If the Merchant has a terminal that is not owned by the Company, it shall acknowledge that the Company shall provide card acceptance only if the type and the technical parameters of the device and the software are approved by it and the device and the software are accepted by the International Card Companies. The Merchant acknowledges that the full costs of providing the conditions for device and software compliance in accordance with the above (e.g. interface costs, the costs of certification by a card company, etc.) shall be borne by the Merchant.

The Merchant acknowledges that, if so requested by the Company in the event of a change in the POS terminal requirements of the International Card Companies, it shall carry out, or have carried out, at its own expense the required technical development on any POS terminal not owned by the Company, doing so by the deadline stated in such request; if the required technical development is not feasible on the available terminal, it shall acquire a new type of terminal at its own expense.

If the Merchant itself decides to carry out, or have carried out, technical development on a POS terminal not owned by the Company, it shall initiate the same by notifying the Company in writing, sending it a detailed description of the planned technical development. The Merchant shall be entitled to carry out, or have carried out, any planned development only after the Company has given its explicit advance consent in writing. The Merchant shall bear all the costs of development requiring the Company's advance written permission as well as all costs incurred in relation to planned development (e.g. the costs of recertification).

The Merchant shall keep a detailed register of the POS terminals and, on request, supply the Company with itemised information about them (serial number, type, location, condition, etc.).

If the Merchant is in breach of any provision in this section, the Company shall be entitled to terminate the Agreement with immediate effect.

- 13.1.4. The Merchant shall enable the Company or its subcontractor to install POS terminals owned by the Company.

Should any circumstance(s) precluding the immediate installation of a terminal apply, the Merchant shall notify these to the Company; furthermore, the Merchant shall set a date, as the final deadline, by which time it undertakes to ensure that all conditions for the installation of the terminal are simultaneously made available. The Merchant shall ensure that all the preconditions of installation are provided by the deadline specified by it in the above manner. In such a case, the Company or its subcontractor shall install the terminal(s) owned by the Company following the deadline specified by the Merchant.

The Company shall carry out the installation of the POS terminals and the related software at its own expense. If, however, installation by the Company or its subcontractor fails due to a fault of the Merchant, then the Merchant shall be liable for the costs of any subsequent site visits; the Merchant shall make such payments to the Company or directly to its subcontractor.

- The Company operates a 24/7 call centre to receive queries on issues raised by the Merchants (regarding settlement, complaints) and
- notifications of any technical issues during POS use/operation.

- 13.2. The Merchant undertakes the following

- 13.2.1. The Merchant shall supply the information requested by the Company regarding the card acceptance activity and shall cooperate with the Company at all times.

- 13.2.2. Within the framework of a certification procedure conducted by it and as a precondition for entering into the Agreement, the Company may collect (based on a letter of authorisation) any claims it may have on the Merchant on any legal ground or it may require the placement of a security (cash) deposit to cover such debt. Prior to the collection, the Merchant shall consent to it in the letter of authorisation and, if the



conditions for collection apply, there will be no warning or notification before executing such collection.<sup>1</sup> The right over security deposits, the detailed rules of which are stated in a security deposit agreement drafted in a separate document, entitles the Company to satisfy its claim from the security deposit directly when its right to satisfaction opens. The Company shall have the right to demand raising the amount of the security deposit in view of the Merchant's financial standing and/or the Merchant's turnover figures. The Merchant undertakes to place the security deposit calculated as per the above at the Company's disposal at all times.

- 13.2.3. At its points of sale the Merchant shall accept, without any discrimination, all the cards specified in the Agreement as included in the Company's scope of settlement as a means of payment for the goods and services offered by the Merchant. The Company shall not pay for transactions where a card other than the eligible cards was accepted.
- 13.2.4. The Merchant shall always act in relation to card acceptance in accordance with the requirements in the Agreement and its annexes, and shall submit to the same as binding on itself.
- 13.2.5. The Merchant shall forthwith notify its points of sale regarding the conclusion and any amendment of the Agreement, and shall provide them with comprehensive information on the contents of the same.
- 13.2.6. The Merchant shall draw the attention of its customers to the fact of card acceptance through the use of the basic tools provided to it by the Company. To do so, it shall display the logos supplied to it by the Company clearly and prominently on the entrance door of its points of sale and at the place of payment.
- 13.2.7. In its advertising, its brochures and any other publicity materials, the Merchant shall use the names, trademarks, logos and other denominations of the Company and the cards settled by it as well as the issuers of these cards only upon the Company's advance written permission and only in the manner and form specified by it. The Merchant acknowledges that the Company may, at its own discretion and in cooperation with the Merchant, conduct advertising among the cardholders pursuant to a separate agreement, in the course of which it may advertise the Merchant and its services.
- 13.2.8. Without the Company's advance written consent, the Merchant shall not transfer or exploit in any other manner its rights and obligations under the Agreement. The Merchant shall accept cards only at the points of sale approved by the Company. If it wishes to accept cards settled by the Company at other locations, it shall notify this to the Company in advance in writing, and request approval.
- 13.2.9. The Merchant shall not give priority to other payment modes over the payment mode of using the card nor give priority to cards other than those within the Company's scope of acceptance. It shall ensure that cardholders using a card for payment do not suffer any financial or other disadvantage, and shall offer the goods, services and selling conditions at the same price and quality as to cash payers or at an even better price pursuant to information it has given to the cardholder prior to the legal declaration of ordering the payment. It shall not charge additional costs to cardholders and shall not set a threshold below or above which it does not accept cards as a means of payment. The repeated breach of the above rule shall result in the suspension of the Agreement by the Company.
- 13.2.10. If the Merchant suspends its operations (and therefore its card acceptance) at any of its points of sale, for any reason whatsoever (seasonal operations, refurbishment, vacations, etc.) for a period of more than 1 (one) month, it shall notify the same to the Company at least 2 (two) working days before the start of such suspension, also specifying the expected reopening date and the telephone and postal contact information for the period of closure. The Company shall be entitled to dismantle the POS terminal provided for the use of the Merchant, or to have its subcontractor dismantle it. If the terminal is owned by the Company, the Merchant shall store it during the suspension of card acceptance in a way that prevents access by unauthorised persons.
- 13.2.11. The Merchant shall provide the electricity network necessary for the operation of the POS terminal and a communication channel selected from the communication options supported by the Company, and it shall arrange for the construction of the internal network necessary for the operation of the terminals. The Merchant shall bear the costs of acquiring the necessary telecommunication devices. The

Company shall provide help with the selection of the right devices. The Merchant shall bear the costs of purchasing the accessories necessary for the operation of the terminal (receipt roll, ink ribbon) and other costs (electricity, telecommunication charges etc.).

- 13.2.12. The Merchant shall start its card acceptance activity only after it has satisfied its obligation to familiarise itself with the rules of using the card.
- 13.2.13. The Merchant shall forthwith notify the Company if, due to changes in the persons executing the card transactions or for other reasons, training is necessary regarding the rules of card acceptance or the use of the POS terminal.
- 13.2.14. The Merchant warrants that the contact information supplied at the time of concluding the Agreement is true and accurate, and undertakes to forthwith notify the Company in the event of any changes to the same.
- 13.2.15. The Merchant shall display its business policy on the handling of complaints and the return and replacement of goods as well as the compensation of Cardholders clearly and prominently at all its points of sale. If a retailer is frequented by foreign Cardholders, the Merchant shall also display its business policy in English and any other foreign language frequently used locally.
- 13.2.16. If the Merchant detects any irregularity or fraud during card acceptance, it shall immediately contact the Company in accordance with the Payment Card Acceptance Manual. If the Merchant is instructed to retain a card, it shall take all actions possible under the circumstances to retain the card and shall forward the card, together with the Card Retention Report (provided for in the Payment Card Acceptance Manual), to the Company within 5 (five) working days.
- 13.2.17. The Merchant shall keep and retain the merchant's copy of the card receipt and any related documents (invoice, purchase order, related contract, etc.) for a period of 5 (five) years and, if necessary and so requested by the Company, it shall supply these to the Company within 3 (three) working days.
- 13.2.18. The Merchant shall ensure that card payments are genuine payments for goods or services, and that they are not associated with payment transactions of any other type.
- 13.2.19. In the course of card acceptance, the Merchant shall conduct the activities provided for in the Agreement. It shall not accept debits undertaken by third parties and shall not execute transactions related to these.
- 13.2.20. The Merchant shall display the POS terminals at secure places well visible to Cardholders, and execute the transactions in this way. If the Merchant owns the POS terminal, it shall bear all the costs incurred during the installation, maintenance and dismantling of the device. If the Merchant does not own the POS terminal, the provisions in Section 21 in this GCTC shall apply.
- 13.2.21. The Merchant shall observe applicable law and the rules required by the International Card Companies and communicated by the Company to the Merchant in order to process and store the transaction data securely. In this respect:
  - a) It shall use any and all transaction data generated during the bank card acceptance process, such as Cardholder/customer name, card number and all the data shown on the card solely for the execution of the transaction initiated by the Cardholder. It shall process, store and destroy the data in accordance with the legislative requirements, thus the provisions on personal data and payment secrecy in Act CXII of 2011 on the Right to Informational Self-Determination and on the Freedom of Information and Act CCXXXVI of 2013 on Payment Service Providers (and any new legislative requirements replacing the above legislation).
  - b) It shall not publish, and shall hand over only to the Company, the data referred to in section (a) and any documents, printouts, receipts and contracts intended for the storing of such data in writing or electronically, or the copies of such documents. It may deviate from the above only with the consent of the Company.

- c) It shall store the data and data media listed in sections (a) and (b) in a secure manner that provides physical and logical protection against unauthorised access (e.g. encrypted if stored electronically, requiring each user to have a dedicated identifier/password, etc.) and in a secure place. Exceptions from the data listed in section (a) include the PIN Code, the three-digit control code shown on the card (CVV2/CVC2 code) and the data on the magnetic stripe of the card, which the Company shall not store in any manner whatsoever after it has received the response of the issuing bank to the request for authorisation.
  - d) It shall introduce measures for the secure storage of data and check compliance with these in order to prevent unauthorised access or changes to, or the destruction of, the data and media provided for in sections (a) and (b).
  - e) It shall use a firewall to protect data stored in computer systems. It shall arrange for the protection of these systems and databases against viruses.
  - f) When storing data on paper or electronically but not in a computer system (i.e. on a CD, a hard disk, etc.), it shall keep such data in suitably protected, locked premises or in a safe manner (e.g. safe box).
  - g) It shall ensure that only persons with specific authorisations shall access the data, the data media and the databases listed in sections (a) and (b) as well as the premises where these data are stored, and that they may do so only after an appropriate identification process (unique identifier and password, or key card).
  - h) It shall ensure that an audit trail of access to the data is available at all times (what data were read, modified or deleted by whom and when).
  - i) It shall make sure that it destroys the data stored on data carriers listed in section (b) in such a manner that the data cannot be restored.
  - j) It shall regularly test the logical and physical protection of the data and data carriers listed in sections (a) and (b).
  - k) If it identifies unauthorised access, it shall forthwith notify the Company. Furthermore, it shall investigate the case and prepare an action plan detailing the data protection gaps and the future actions intended to prevent their recurrence in the future.
  - l) The provisions in sections a)-k) also apply to cashier systems interfaced with the POS terminal as well as the receipts and invoices they generate. Card data forwarded to the cashier system shall be stored with due care and encrypted; receipts printed by the cashier shall not include the data on the card such as, especially, the complete card number and the card expiry date.
- 13.2.22. The Company maintains the right to order an inspection at any time in order to establish whether the computer equipment, data registration systems, office and retail premises of the Merchant or any person/company contracted by it comply with the requirements of the International Card Companies regarding secure data storage and data processing. Regardless whether ordered by the Merchant or the Company, the costs of the inspection shall be borne by the Merchant.
- 13.2.23. If the Merchant fails to act in compliance with the secure data storage requirements of the card companies and the law, the Company shall be entitled to charge to the Merchant any resulting financial losses, the fines imposed by the card companies and other losses, and to pursue any ensuing claims against the Merchant.
- 13.2.24. The Merchant shall enable any and all software upgrades or parameter changes initiated by the Company. Furthermore, the Merchant shall enable the Company to execute software updates, error fixing, if any, and other downloads on all POS terminals used for payment card acceptance; at the Company's sole discretion, these may be performed by way of automatic downloads within the computer system or may be administered at the point of sale. If the Merchant fails to enable any such download (e.g. it interrupts the download or prevents it in any other way), the Merchant shall bear all

the risks arising from the failed download, and therefore the Merchant shall be liable for all adverse legal consequences associated with the failed download; furthermore, the Merchant shall, on the Company's request, reimburse the Company for all its expenditures and losses arising due to the failure of the download.

- 13.2.25. The Merchant represents that, should its operations subject to the Agreement change, it will notify the Company thereof in advance in writing, especially as regards the following:
- a) the range of products constituting its goods and services,
  - b) the introduction of remote transportation; changes in the average duration of remote transportation,
  - c) the introduction of agency sales of goods or services; any change in the proportion of such sales,
  - d) changes to delivery destination countries/regions.
- The Company shall respond to the Merchant's written notification within 10 (ten) banking days. If it agrees with such changes, the Company shall start the amendment of the Agreement. If the Company does not wish to accept the new conditions, the Agreement shall remain unchanged with the original conditions, or the Merchant shall be entitled to terminate the Agreement with immediate effect. The Company shall refuse its consent only if reasonably justified. The Company shall also be entitled to recommend new contractual terms and conditions on the basis of the above turnover data or turnover data obtained from its own database.
- 13.2.26. The Merchant authorises the Company to supply the details of its points of sale and the acceptable cards to the International Card Companies in order for International Card Companies to publish this information for business purposes.
- 13.2.27. With reference to Regulation (EU) 2015/751, the Merchant shall be entitled to accept only a specific, more limited range of bank card brands and categories, rather than all the cards within the Company's acceptance scope. The Merchant shall provide this information to the Cardholders in advance. This information shall be visibly stated at the entrance to the point of sale and at the cashier. In the case of remote sales, the Merchant shall state this information on its website or any other electronic or mobile media used by it. The aforementioned information shall be communicated to the paying party in time, before the paying party concludes a purchase agreement with the Merchant.
- 13.2.28. The above section does not apply to card-based cash-substitute payment instruments in the same category of prepaid cards, debit cards and credit cards within the same brand, being subject to the provisions on the maximum amount of interchange fees in Regulation (EU) 2015/751.
- 13.2.29. The Merchant shall not reject a card on the grounds of the issuer's or the Cardholder's person.
- 13.2.30. The Merchant shall be responsible for the removal of the card acceptance stickers and logos provided to the Merchant by the Company in accordance with section 13.1.1; if it rejects certain cards, it shall be responsible for displaying the stickers and logos signalling rejection. The Company has no responsibilities in this regard.
- 13.2.31. The Merchant acknowledges that the card issuer bank shall be responsible for ensuring that the cash-substitute instruments they issue facilitate electronic identification (or, in the case of the most recent card-based cash-substitute payment instruments, visual identification as well), thus enabling the Merchant and the paying parties to clearly identify the brand and category of the card the paying party wishes to use in the transaction. The Company has no responsibilities in this respect.
- 13.2.32. The Merchant acknowledges that the rejection of certain card types shall be the responsibility of the Merchant; the Company does not offer technical support for the rejection of certain types of cards. If a Merchant who rejects certain cards or other cash-substitute payment instruments then chooses to accept any such rejected card or other cash-substitute payment instrument, the Company will charge it the merchant service charge stated in the Agreement for the cards accepted after having been rejected before.

**14. CARD ACCEPTANCE**

- 14.1. Cards are accepted through POS terminals as set out in the POS Manual. Bankcards accepted through POS terminals and falling into the scope of settlement by the Company: MasterCard, JCB, UPI and VISA cards **except cross-border acquiring where the acceptable brands for settlement are only Mastercard and VISA.**
- Cards accepted by but not falling into the scope of settlement by the Company fall under the provisions of the Payment Card Acceptance Manual.
- 14.2. Card acceptance is available for cards suitable for electronic or remote acceptance, as specified in the Payment Card Acceptance Manual.
- 14.3. The Merchant is not exempt from the obligation to comply with the card acceptance rules even when card acceptance is based on online authorization.
- 14.4. Merchants shall have the transactions of the same Cardholder, paid for with the same card and at the same time, authorized as a lump sum even if the Merchant issues more than one invoice for the deal. The Merchant acknowledges that getting a Cardholder's card authorized more than twice in immediate succession on the same terminal in the same unit of the Merchant will qualify as a split transaction under the Card Company's rules and, consequently, will be considered a breach of agreement. Any financial loss resulting from that shall be borne by the Merchant.
- 14.5. The Merchant agrees that if the terminal rejects a transaction and the 'Rejected' message is displayed on the screen, the Merchant will only retry to carry out the transaction through the POS Terminal when it has received the Company's permission to do so.
- 14.6. A POS Terminal will most often issue receipts in duplicates, which the Merchant shall have signed by the Cardholder only if no other form of authentication (e.g. PIN verification) has taken place and the POS Terminal instructs the Merchant to do so, and the place of signature is shown on the Merchant's copy of the issued receipt.
- 14.7. The settlement between the Company and the Merchant is based on the electronic data the POS Terminal sends to the Company, of which the POS Terminal located at the Merchant's Location issues a summary receipt (as described in the POS manual).
- 14.8. The Merchant agrees to monitor automatic transaction postings by the POS Terminal. If automatic posting fails, the Merchant shall follow the instructions in the POS manual and ensure that the POS Terminal send the electronic settlement data of the transactions to the Company for settlement within 4 (four) days from the transaction date. If any errors are detected during posting and/or the summary receipt indicates an error and/or discrepancy, the Merchant shall report that to the Company.
- 14.9. In the event of a POS Terminal failure, the Merchant shall immediately report it to the Company by phone, fax or email – regardless of the terminal type or model – and specify the problem.
- 14.10. In the case of POS Terminals owned by the Company, the Merchant shall make it possible to perform the necessary maintenance and repair tasks, which may only be carried out by a maintenance firm/staff member having a contract with the Company. No other maintenance personnel is allowed to perform or to have performed any repair or maintenance work on the terminal. The Merchant shall certify completed repairs by signing the work order sheet, keep the signed work orders for 24 months and allow the Company or its representative access to them. If the Merchant does not make the service intervention possible at the pre-arranged time, the fees charged for the second or any later visit by the service personnel shall be borne by the Merchant and shall be paid either to the Company or directly to the Company's subcontractor.

## 15. SPECIAL SERVICES

The provisions in this chapter form part of the Agreement between the Parties only if the Parties expressly agree on using any or all Special Services in the Agreement.

The Company provides the special services below in the form of 'Merchant Packages' (e.g. for hotels, car rental businesses) and so these services can only be cancelled by also cancelling the relevant Merchant Package either at the time of terminating the Agreement or independently of that.

See the detailed terms and conditions of the services listed below (and described in Chapter 14. Card Acceptance) and the card acceptance process in the Payment Card Acceptance Manual forming an integral part of this GCTC.

### Pre-authorization

Pre-authorization is available for MasterCard, VISA, UPI and JCB cards when the exact amount payable for a service ordered by the Cardholder is unknown (e.g. when checking-in at a hotel, renting a car). In this scenario, Preauthorization shall be executed for the amount expected (estimated) to be paid for the goods/service, and it will result in a hold with the Issuer. Pre-authorization type transactions cannot be initiated with Maestro cards. Preauthorization is only allowed to be performed when both the card and the Cardholder are present. If done otherwise, any losses incurred in relation to the transaction shall be borne by the Merchant.

If the Pre-authorization request is rejected, the card shall not be charged without an authorization number or online. If the request is rejected, the Cardholder has the right to pay with another card or by any other payment method.

If the Cardholder has exceeded a previously authorized amount (the Pre-authorization amount) related to a given service, supplementary Pre-authorization must be requested to cover the excess amount before the initial Preauthorization expires. This supplementary pre-authorization shall always be requested with the card used for and in the currency of the initial Pre-authorization, and at the same Merchant Location.

When a service is completed and the actual amount to be paid for it is known, the Company/Card Issuer shall be ordered to carry out the 'Completion' Transaction to effect payment up to the amount of the Pre-authorization(s). Financial settlement is based on the 'Completion' Transaction. The successful execution of the Preauthorization(s) does not result in financial settlement by itself.

A Pre-authorization Completion Transaction may only be carried out when the actual amount payable for the service is paid with the same bankcard, at the same Merchant Location and in the same currency as that used for the Pre-authorization/supplementary Pre-authorizations.

If Completion takes place after the Pre-authorization has expired, the Issuer will not be bound to pay the amount, and will be entitled to charge back the consideration for the transaction to the Merchant.

Merchants with an agreement for the Pre-authorization service may also use the Guaranteed service booking (No show) service.

This service grants the Merchant the right to charge one day's charge plus taxes to the card the Cardholder used to book a service (hotel room, car rental) they finally did not use assuming the Cardholder had accepted this condition prior to making the booking and did not cancel the booking in time, and the Merchant provided the service as detailed in the booking until the next day from the specified start date.

### Tips

This service allows the Merchant to initiate a Tip transaction, if the Cardholder intends to give a tip, together with the base transaction, on a separate row, or as a standalone transaction (additional tip). The Company limits the rate for tips. For the current rate, see the Payment Card Acceptance Manual.

### Mail order/Telephone order (MoTo)

The Company provides card acceptance for VISA, MC and JCB brands without the physical presence of the card, by means of a telephone or a written order.

Maestro and UPI cards are not allowed for Mail order/Telephone order type transactions. The Company will not settle the amount of any transactions carried out this way.

Regarding orders submitted by telephone or in writing, the Company will accept no liability whatsoever for the authentication of the Cardholder or the bankcard, or for the authenticity either of the data provided by phone or in writing or of the order. If any complaints are received in connection with this or the bankcard Transaction from a third party, in particular from the Cardholder or the International Card Company, the Company will charge back the consideration for the transaction and deduct it from the amount due to the Merchant in the future.

### **Dynamic Currency Conversion (DCC) Service**

This service is available with MasterCard and VISA cards, through physical POS Terminals, at Locations where forint transactions are accepted provided that the Merchant signs an agreement for this service. The DCC service cannot be used via SoftPOS or internet acceptance (vPOS) **or cross-border POS** terminals.

When using the DCC service, a Cardholder can decide whether they want to pay the original transaction amount in forints or – after converting it at the exchange rate offered by the Company – in the card currency (assuming it is not Hungarian forint). This decision may only be made by the Cardholder.

Regardless of the decision, the Company will settle the forint amount of the transaction with the Merchant.

### **vPOS Terminal**

This service provides acceptance via the internet and is available with MasterCard and VISA cards.

In addition to concluding the relevant agreement, there is another precondition for using this service: the Merchant's webshop must also be successfully interfaced with the so-called Payment Gateway, the Company's interface managing secure payments via the internet. The Company does not support acceptance via the internet if the Merchant uses other applications (i.e. ones circumventing the Company's Payment Gateway) for this purpose.

The contracting terms and conditions of vPOS acceptance are contained in the *Special Contracting Terms and Conditions for virtual payment card acceptance* annex to this GCTC.

### **K&H POS24 Service**

The Company will make a web application accessible to the Merchant, which allows

- access to the electronically stored pdf versions of the Transaction Statements and downloading their electronically signed copies
- access to and downloading txt files and other receipts which can be processed further **except SoftPOS and cross-border POS terminals:**
- viewing the technical settings of the physical POS devices and the virtual POS applications
- searching in the Merchant's previous transactions

When the Payment Card Acceptance Agreement is signed, the Merchant's financial contact is granted administrator privileges and receives the initial password in a text message sent to the mobile phone number registered with the Company. The K&H POS24 administrator will then be able to set up different levels of privileges (roles) for additional users.

All liability in connection with the use of K&H POS24 service rests with the Merchant, in particular for

- providing the right phone number to send the administrator's password to,
- setting up access rights for additional users,
- setting up the service access level for each user,
- continuous monitoring, modification and cancellation of access rights,
- managing downloaded documents and statements in an appropriate manner.

For further information, you can consult the K&H POS24 User Manual available on the Company website or the POS24 Instructions for Use.

## **16. COST BEARING**

### **16.1. Merchant Service Charge**

#### **16.1.1. For card categories covered by Regulation (EU) 2015/751 (hereinafter: Regulation)**

16.1.1.1. The Company offers and charges custom Merchant Service Charges in connection with the different categories and brands of the cards covered by the Regulation – provided the relevant Interchange Fees differ. The Merchant Service Charge includes the Interchange Fee, the Card Company Fee (system use fee) and the fee charged by the Company. The Company includes the Interchange Fee and the Card Company Fee (system charge) in the Agreement for information purposes.

16.1.1.2. Notwithstanding the foregoing, the Merchant may request, by means of a written statement sent to the Company, that the Company charge a single Merchant Service Charge after the different Payment Card types and brands. In this case, the components of the Merchant Service Charge, i.e. the Interchange Fee, the Card Company Fee (system use fee) and the fee charged by the Company, are included for information purposes. The Merchant may make the above statement at the time of concluding the Agreement, in the Agreement, or at any time during the Agreement, via amending the Agreement by mutual agreement.

16.1.1.3. In the Agreement made with the Merchant, the Company will indicate the amount details for the Card Company Fee charged by the Company, the Interchange Fee and the Card Company Fee (system use fee) to be applied in the case of specific card categories and brands separately, except when the Merchant makes a different request in a written statement submitted to the Company. The Merchant may make this statement when concluding the Agreement, in the Agreement, or at any time during the Agreement, via amending the Agreement by mutual agreement.

16.1.1.4. In the Payment Card Acceptance Agreements,

(a) if the fee charged by the Company is recorded in the Agreement, the Agreement will include the Interchange Fee and the Card Company Fee for information purposes and the Company will be entitled to unilaterally include the changes thereof in the Merchant Service Charge, while the Company may unilaterally modify the fee charged by the Company only as set out in Section 3.3 herein,

(b) if the Merchant Service Charge is recorded in the Agreement, the Agreement will include the Company Fee, the Interchange Fee and the Card Company Fee for information purposes, and the Company may unilaterally modify the Merchant Service Charge only as set out in Section 3.3 herein.

The Merchant Service Charge under 16.1.1.4(a) or (b) (as a fee directly related to the Transaction) will be deducted by the Company as specified in Section 17 when transferring the consideration for the transaction to the Merchant. The Company will always indicate the Transaction amount and the fee amount deducted therefrom separately on the Statement.

16.1.1.5. The Interchange Fee and the Card Company Fee (system use fee) rates may change independently from the Company, which does not have any control over such rates. The Company will release information about changes in these fees on the Company's official website ([www.khpos.hu](http://www.khpos.hu)).

#### **16.1.2. For card categories not covered by the Regulation**

Under Sections 16.1.1.1. and 16.1.1.2., the Company may charge a Merchant Service Charge and also a Company Fee in the case of card categories not covered by the Regulation.



The Parties may enter into an agreement for the Merchant Service Charge or the Company Fee on a per-Merchant Location basis or, if technically possible, centrally.

16.1.3. Deviations for cross-border services:

- In case of cross-border services, the Interchange Fee and the Card Company Fee may differ from the relevant fees effective in Hungary.
- Domestic transactions: the Company will charge the contractual fee associated with a card issued in Hungary if the Merchant or Merchant Location and the card used for the transaction (BIN) are registered in the same country. For example, a transaction effected with a card issued in Germany with a Merchant Location which is registered in Germany and has a Card Acceptance Agreement with the Company constitutes a domestic transaction; whereas a transaction effected with the same Merchant with a card issued in Hungary does not constitute a domestic transaction.

**16.2. Monthly administration fee**

- 16.2.1. The Company charges a monthly administration fee for the maintenance of the POS Terminal, or any type of point-of-sales (sale) endpoint, installed at the Merchant. The Company charges this monthly administration fee as consideration for enabling card acceptance and settling the card transactions by the Company. In setups where a physical POS Terminal has more than one logical endpoint, the fee will also be charged on a per-endpoint basis.
- 16.2.2. The Company charges the administration fee on the first working day of every current month, and settles it with the Merchant on the next working day.
- 16.2.3. In the case of Merchants with net settlement, the monthly administration fee is deducted from the consideration of the bankcard Transactions as specified under Section 17, and the deduction is shown on the Merchant Statement. If it is not possible to deduct the administration fee from the consideration of the bankcard Transactions by the 30th day of the current month, the Merchant shall make full payment to the Company within 8 (eight) working days from the date of receipt of the Company's notice by the Merchant, to the bank account specified by the Company. If the Merchant fails to meet its payment obligation in time, the Company is entitled to take measures to remove the POS Terminal(s) installed at the Merchant and has the right to terminate the Agreement with immediate effect. These rights of the Company do not exempt the Merchant from paying the monthly administration fee.

**17. SETTLEMENT CONDITIONS**

- 17.1. The Merchant with net settlement acknowledges that the Company credits the consideration for the Transactions made with the cards accepted by the Merchant and settled by the Company in the currency and to the bank account set out in the Agreement, with the simultaneous deduction of the Merchant Service Charge and other fees, and any other outstanding debts owed to the Company. The Parties may enter into an agreement for managing settlement on a per-Merchant Location basis or, if technically possible, centrally.
- 17.2. In the case of some government- or municipality-owned Merchants, where legal regulations do not allow for the immediate deduction of the Merchant Service Charge at the same time as the settlement of the transaction, a so-called 'gross settlement' is possible if agreed to by the Parties. In this case, the full amount of the transaction is settled on the Merchant's account, without the deduction of any fees.
- 17.3. The Company agrees to initiate the financial settlement of the amounts due to the Merchant after receipt by the Company of the accepted card receipts or electronic data but not later than the working day (except when that working day is a Saturday) on which the Company receives the consideration for the Transaction from the card issuing bank (i.e. when the consideration for the Transaction is credited to the Company). Working days are always defined according to the applicable laws of Hungary and are published on the [www.khpos.hu](http://www.khpos.hu) website.

- 17.4. The Company provides Merchants with net settlement with a detailed Merchant Statement for bankcards (hereinafter: Statement) as detailed in Section 18. In the case of a Merchant with gross settlement, the Company will issue an invoice for the fees due to the Company by the 5th working day of each month, which amount the Merchant shall transfer to the account number indicated on the invoice by the due date shown on the invoice.

## **18. STATEMENT**

- 18.1. The Statement contains the details of the transactions settled, including the total amount of the transaction, the Merchant Service Charge charged and the (net or gross) amount transferred. In the case of Merchants with gross settlement, the fee shown on the Statement is for information purposes only and the amount of the transactions is equal to the amount to be transferred.
- 18.2. In the case of Agreements concluded after 3 May, 2021, the Company provides the Merchant with the Statements created by it in the form of an electronic document accessible to the Merchant via the K&H POS24 electronic interface. The frequency of sending and the type of the Statement are specified in the Agreement. If the Merchant requests the Statement to be also provided in hard copy and sent by mail, the Company will charge the relevant costs as set out in Section 18.5.
- 18.3. As of 3 July, 2021: The Company provides the Merchant with the Statements created by it in the form of an electronic document accessible to the Merchant via the K&H POS24 electronic interface. The frequency of sending and the type of the Statement are specified in the Agreement. If the Merchant requests the Statement to be also provided in hard copy and sent by mail, the Company will charge the relevant costs as set out in Section 18.5.
- 18.4. At the request of the Merchant, the Company will provide summary Statements, which do not include transaction details, instead of detailed Statements.
- 18.5. If hard-copy Statements are requested, the Company is entitled to charge the postage costs equal to the current postage announced by Magyar Posta.
- 18.6. In addition, the Company will provide, at the request of the Merchant, a detailed file that can be further processed and available only through the Company's K&H POS24 interface, for both the detailed and the summary Statements.
- 18.7. If the Merchant requests a Statement to be resent/uploaded again, the Company will be entitled to charge a fee of HUF 2,000 (two thousand), EUR 5 or USD 5 (the fee for the replacement of the Statement) for such replacement.
- 18.8. In the case of Merchants with net settlement, the Company will deduct the fees for hard copy Statements and replacement Statements from the amount of the transactions made with the cards accepted by the Merchant and settled by the Company, at the same time and in the same manner as the Merchant Service Charge is settled. If, for any reason, it was not possible to get from the Merchant the full payment for a hard-copy Statement or a replacement Statement by the above described deduction, the Merchant shall make full payment of the fee for the hard-copy Statement or the replacement Statement, or of the outstanding amount of such fees to the Company within 8 (eight) working days from the date of receipt of the Company's written notice by the Merchant, to the bank account specified by the Company. The Merchant's failure to pay the fee for the hard copy Statement or the replacement Statement, or the outstanding amount thereof by the deadline specified in the written notice will constitute a serious breach of Agreement.

## **19. REPORTS, COMPLAINTS**

- 19.1. The Merchant shall immediately notify the Company in writing of the following circumstances:
- (a) A Cardholder made only one purchase via one POS Terminal at a given time, or used a service which came with a single payment obligation, but the card was swiped more than once.

- (b) The Merchant entered a transaction amount with a greater value than the actual consideration and could neither cancel that amount nor reverse the transaction through the POS Terminal. For the purposes of this paragraph, the amount to be adjusted must exceed HUF 10,000, USD 100 or EUR 100, depending on the currency used for POS acceptance.
- 19.2. The Merchant suspects bankcard fraud.
- 19.3. The Merchant may file a written complaint with the Company in the language of communication if it has the receipt showing a successful transaction authorised by the Cardholder but the given entry cannot be found on the Statement.
- 19.4. The Merchant may apply to the Company for settlement of the transaction within a maximum of 3 months from the transaction date if the card was accepted in a manner not provided for in the Agreement.
- 19.5. The Merchant shall also forward to the Company all written documentation associated with the transaction referenced in the report or complaint (till receipt, record document, order form etc.) which confirm the legitimacy of the Merchant's request.
- 19.6. The processing of reports and complaints is in accordance with the rules of the International Card Companies, on which the Company's processing is based. The regulations of the International Card Companies are business secrets of the respective organisations, which the Company is not authorised to disclose to the Merchant. The Company will take all reasonable measures within its power to ensure that reports, complaints and requests are considered by the International Card Companies in the most favourable manner for the Merchant, but will not accept any responsibility for the outcome.
- 19.7. Any exchange rate risks or exchange rate discrepancies stemming from the execution of an incorrect or erroneous transaction, or the adjustment of such transactions, shall be borne by the Merchant. The Company shall not be liable for any damages resulting from the adjustments related to exchange rate risks or exchange rate differences and will charge it to Merchant.
- 19.8. If, despite the settings of the POS terminal, the Merchant or its employee or agent uses the POS terminal inappropriately or incorrectly, in particular if it enters an incorrect amount, selects an incorrect currency or linked account, or enters an amount under a wrong user name, the Company shall not be liable for any damages resulting from the incorrect use and will charge the Merchant for such damages.
- 19.9. The provision of goods or services behind transactions made with a bankcard are legal transactions between the Cardholder and the Merchant. Accordingly, the Company will not join any legal disputes between a Cardholder and the Merchant/Merchant Location about transactions, and excludes or transfers to the Merchant any liability in relation to such disputes.
- 19.10. The deadline for processing reports and complaints submitted by the Merchant is 15 (fifteen) working days from the date of their receipt by the Company, and the Company will notify the Merchant of their outcome in writing. If the investigation of a report or complaint cannot be completed within 30 (thirty) days due to the requirements of the International Card Companies, the Company shall notify the Merchant in writing of the commencement of the investigation within 30 (calendar) days of receipt by the Company, and of the result of the investigation not later than the expiry of the period prescribed by the International Card Companies (maximum 120 days).
- 19.11. By issuing a POS receipt, the Merchant accepts responsibility for the following:
- (a) the data shown on the receipt are accurate,
  - (b) the Cardholder has received the goods / used the service paid for by the card.
- 19.12. The Merchant shall manage the receipt issued by the POS Terminal and all other documents related to the transaction or the order and certifying receipt of the payment as set out in the rules in Section 13.2.21.

- 19.13. It shall make legible copies of all receipts and documents associated with the transactions which are seized by or handed over to the Police or other authorities, and shall make them available to the Company upon request until a deadline set by the Company.
- 19.14. Any liability and financial loss resulting from a failure to comply with the provisions in Sections 17.5. and 17.6. shall rest with and incurred by the Merchant, respectively.
- 19.15. The Merchant may initiate an equitable procedure for the adjustment of the full or partial transaction amount provided that the transaction was executed with a lower amount or as a refund transaction instead of sale. The Merchant may initiate the equitable procedure by completing and duly signing the appropriate form. The Company charges a HUF 15,000 (fifteen thousand forints), EUR 40 or USD 40 processing fee per transaction for carrying out the equitable procedure. By duly signing the form and submitting it to the Company in writing, the Merchant undertakes to pay the processing fee and agrees to the Company deducting that fee from the card transaction payments. The Company will commence the equitable procedure when the Merchant has paid the full amount of the processing fee. The Merchant acknowledges that the Company does not guarantee the success of the procedure. Under the equitable procedure, the Company will contact the Card Issuing Bank through the International Card Companies to obtain its approval to correct the disputed transaction of the Cardholder.

## **20. RIGHTS OF THE COMPANY**

- 20.1. The Company and the International Card Companies are entitled to carry out, through their employees or agents, mystery shopping or other control activities in the business units indicated in the Acceptance Agreement in relation to the conditions of card use, during which they may check, among other things, the proper placement of marketing materials, the availability of the POS devices on location, whether they are used in the appropriate store, their proper functioning and whether card acceptance is carried out as set out in the Agreement. In the event of a breach of agreement, the Company may, by sending a written notice to the Merchant, exclude the terminal from acceptance with immediate effect.
- 20.2. The Merchant acknowledges that the Company has the right to investigate the circumstances under which incoming transactions were executed if there are any concerns and regardless of complaints, and to have the Cardholder or the issuing bank verify their authenticity.
- 20.3. The Company is entitled, upon written notice to the Merchant, to deduct the following items during subsequent settlement(s):**
- a) an amount transferred due to an error on the part of the Company or, if an incorrect amount was transferred, the adjustment amount,**
  - b) if the Cardholder's card has been charged multiple times or with an unauthorised Transaction, the amount of the multiple transfers or the unauthorised transfer without purpose code,**
  - c) if the investigation into the report or complaint found it to be justified and the International Card Company has charged the amount claimed back to the Company,**
  - d) if the Company received from the Merchant the documents necessary to verify the validity of the complaint after the deadline or in an illegible form, or if they were not sent at all, and the Company was not able to contact the Merchant to request receipts using the contact details provided by the Merchant, the amount claimed,**
  - e) if the card was accepted and the transaction was managed not in line with the provisions of the Agreement, the amount claimed,**
  - f) the amount of all complaints and fines received by the Company as penalty payments during the penalty period defined and set by the International Card Companies. (The Company shall notify the Merchant in writing of the start date and duration of the penalty period and the amount of the fine.)**

**g) the amount of any outstanding and due debt the Merchant owes to the Company in connection with the Agreement,**

**h) the amount of any outstanding, due and unpaid monthly administration fee(s) the Merchant owes to the Company.**

- 20.4. The Company shall notify the Merchant of the deduction in writing within 15 (fifteen) calendar days from the date of the deduction, detailing the deducted amount broken down by transaction, attaching the documents based on which the deduction was based, and specifying the exact date and identifier of the transfer(s) from which the deduction was made.
- 20.5. The Merchant shall remain liable for claims enforced by third parties against the Company in connection with the Agreement for a period of 5 (five) years after the termination of the Agreement.
- 20.6. The Merchant acknowledges that if the Company is fined or incurs any other financial loss (e.g. withdrawal of subsidies) by any organisation, in particular by an authority or the International Card Companies, due to the Merchant's irregular card acceptance practices, the Company may pass on the amount of the fine to the Merchant.
- 20.7. The Company is entitled to request, through its employees, by telephone or in writing, information on transactions carried out at the Merchant Location and on the circumstances thereof, to which the Merchant shall provide the answers immediately.
- 20.8. The Merchant agrees that, in the event of a complaint regarding goods or services and found to be justified by the Merchant, the transaction may be settled with the Cardholder only by crediting the same card of the Cardholder. It is forbidden to financially settle the cancellation of a bankcard transaction by any other means (e.g. by payment to a given bank account, payment by cash, crediting to another bankcard). Any losses incurred in relation to such an action shall be borne by the Merchant. If the card used for the initial transaction is not available to the Cardholder, the Merchant shall proceed to have the amount credited with assistance from the Company.
- 20.9. If, under Section 20.3., the Company becomes entitled to deduct the items set out in Section 20.3., but the items are not deducted in full in the absence of or despite subsequent settlement(s), the Merchant agrees to pay the Company the full amount of the items that should have been deducted within 15 (calendar) days of receipt of the Company's written call to do so. If the payment is not made, the Company will have the right to enforce its claim in court.
- 20.10. The Merchant agrees that if the Company has notified the Merchant of the claim in writing and the Merchant settles with the Cardholder and/or indemnifies the Cardholder during the investigation of the complaint, the Merchant shall promptly notify the Company of that in writing, attaching the supporting documentation.

**20.11. Suspension of Services (bank holidays)**

**20.11.1. Suspension of Service**

The Company has the right to suspend its financial or supplementary financial services and any partial activities related thereto on working days, in a pre-arranged manner, with the terms set out in Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises (Hpt.) concerning bank holidays, in cases where it considers such measures justifiable or otherwise necessary, including pre-arranged Service suspensions for predefined periods shorter than a full calendar day ('bank holiday').

**20.11.2. Notifying the Client of Service suspensions**

Where a Service suspension is scheduled, the Company must send its affected Clients a notice informing them about the bank holiday, its start and end time and containing the scope of the affected

services at least 30 days in advance. The Company will fulfil its Client notification obligation by publishing this notification on its website. The Company will fulfil its direct notification obligation towards the Clients affected by the Service suspension via one of the electronic Client points, on the Client's statement or by sending them a letter by mail. Direct information provision means used by electronic Client points include, in particular, email and text messages.

#### 20.11.3. Announcing Service suspensions to the Supervisory Authority

The Company will announce a bank holiday and the scope of the affected Services to the Supervisory Authority 30 days before its start. If the Company plans to suspend Services for more than 4 consecutive days, it must notify the Authority thereof 60 days in advance.

#### 20.11.4. Service suspension in exceptional cases

Where the pre-arranged suspension of a Service is due to a necessity that prevents compliance with the Company's obligation to send a notification 30 days in advance (including, in particular, a non-planned Service shutdown (incident) carried out in order to fully restore the Service as soon as possible), the Company will fulfil its notification obligation towards its Clients under Subsection 20.11.2. without any delay after the Service suspension decision is made, as well as announce the suspension to the Supervisory Authority and also sending it an explanation of why the required notification period was not observed.

#### 20.11.5. Ordering a bank holiday by the Supervisory Authority

The Supervisory Authority may order the Company to hold a bank holiday, and also impose exceptional measures upon the Company at the same time. When the Authority orders a bank holiday, the Company must notify its Clients of such bank holiday on the first working day after the date when the decision becomes final, as detailed in Subsection 20.11.2.

### 21. PREVENTION OF ABUSE, LIABILITY

- 21.1. The Merchant acknowledges that it is liable for all damage resulting from card counterfeiting, credit card misuse (card duplication, card copying, acceptance of counterfeit or unauthorized cards) or illicit data collection committed by its employees, agents, subcontractors or other persons employed by it handling the POS terminal (hereinafter: the employee) as if it had acted itself. If the Company incurs a financial loss as a result of the acceptance, which loss can be proven to result from duplication, fraudulent transaction, prohibited data provision, prohibited data request attributable to the Merchant or the employees authorized to operate POS terminals (e.g. PIN code request in case the terminal does not request the secret code), the resulting loss shall be borne by the Merchant, regardless of whether the abuse occurred on its own or an external network. The fact of obtaining data at the Merchant Location can be considered proven if, by comparing the turnover data of the payment cards used for fraudulent transactions, the Merchant Location operated by the Merchant can be established as the only common point for a given period.
- 21.2. In accordance with the rules of International Card Companies, the Company has the right to place the Merchant's data on the blacklist specified by the International Card Companies, if any of the parties involved in the transaction has incurred a loss as a result of duplication, fraudulent transactions, prohibited data provision, prohibited data processing attributable to the persons – and consequently the Merchant - authorized to operate the POS terminals.
- 21.3. In order to prevent misuse of credit cards, the Company warns the Merchant orally (in person) and / or in writing if the proportion of abusive transactions (in number or value) indicated by the Cardholders, the issuing banks and the International Card Companies among the transactions attempted or

completed by the Merchant is high according to the rating system operated by the Company and/or has increased significantly and/or if the abuses took place by a violation of the provisions of the Agreement.

21.4. The Company is entitled to unilaterally suspend the acceptance of the card at the Merchant Location in the following cases, until the circumstance giving rise to the suspension is definitively eliminated:

- the Merchant/Merchant Location, despite two written warnings of the Company, gives rise to a repeated warning due to breach of contract;
- in spite of the proposals made at the personal meeting between the representatives of the Merchant /Merchant Location and the Company, the Merchant/Merchant Location gives rise to a repeated warning due to breach of contract;
- in the case of a one-time warning of an international card company in connection with the acceptance of the card by the Merchant Location, after informing the Merchant thereof;
- in the event of a breach of the provisions of section 13.2.9 of these GCTC;
- if the Merchant commits another breach of contract, but immediate termination is not justified;
- any event or series of events occurs (including any adverse change in the Merchant's business, assets or financial position) that the Company considers may affect the Merchant's ability or willingness to meet any of its obligations under the Payment Card Acceptance Agreement, however, the gravity of this event (s) does not justify immediate termination.

21.5. The Merchant acknowledges that the Company – pursuant to article 14/A of Act CXXII of 2011 on the Central Credit Information System - transfers to the financial enterprise managing the Central Credit Information System (KHR) the Merchant's reference data under sections 2.1 and 2.4 of chapter II of the annex to the above Act, if the Merchant has breached its obligations under the Agreement and the Company has terminated or suspended the Agreement as a result.

21.6. In order to prevent and reduce complaints and / or abuses, the Company shall notify the Merchant / Merchant Location in writing if among the transactions executed or attempted by it the proportion of abusive transactions and/or transaction giving rise to a complaint indicated by the Cardholders, the issuing banks and the International Card Companies for the given month (transaction in number or value) reaches 1.5%.

21.7. The Merchant acknowledges that the Company regularly checks the card transactions implemented at the Merchant Location. Based on the verification (monitoring) of card transactions, the Company may apply the following measures against the Merchant Location in the cases specified in these GCTC:

- written warning,
- suspension of the settlement process,
- suspension of the operation of the POS terminal,
- extraordinary termination of the Agreement.

## **22. POS TERMINAL LEASE**

It does not apply to Merchants operating vPOS or Merchants who do not use a POS terminal provided by the Company for card acceptance.

22.1. Pursuant to the Agreement, the Company provides to the Merchant and the Merchant receives from the Company, via leasing free of charge, POS terminals, accessories and PIN pads (i.e. the leased objects, hereinafter: devices). The number and type of the devices are defined in the POS data sheet.

22.2. The Company provides the Merchant with the device, provides for its installation in the relevant systems and provides for its repair (except for the repair necessitated by improper use) and maintenance during the existence of the lease.

22.3. The Merchant notifies any breakdown of the device during operation within 3 working days after the breakdown by telephone or fax to the Company's authorized representative for installation, maintenance

and repair work related to the device or to the Company as specified in the Payment Card Acceptance Manual.

The notification must include:

- type of device,
- identifier of the device (TID),
- the nature of the breakdown or the error code displayed on the device,
- the name, address of the Merchant Location and the name and telephone number of the notifier, - a suitable date for the repair.

- 22.4. The Merchant undertakes to use the device only for the purpose specified in the Agreement and these GCTC, to ensure the proper operation of the device and to prevent unauthorized access or interference.
- 22.5. Proper use means compliance with the content of the Users' Manual. It is the responsibility of the Company or its agent to establish any deviation from proper use and to substantiate it with facts.
- 22.6. The Company provides for the repair of the defects resulting from improper use and damage resulting from natural causes acknowledged by the Merchant on the basis of the Merchant's order, and invoices the costs thereof (material, labour, call-out fee) to the Merchant.
- 22.7. Comments on improper use shall be recorded by the Company or its agent in minutes and the minutes shall be presented to the Merchant.
- 22.8. The Merchant may dispute the fact of improper use. In this case, this fact is recorded in minutes by the Company or its agent and they initiate a KERMI (Trade Quality Inspection Institute) inspection to clarify the matter.
- 22.9. In the case of the acceptance of the fact of improper use by the Merchant (by signing the minutes recorded on site) and a KERMI inspection proving improper use, the costs of the KERMI inspection and the costs of repairing the fault caused by improper use, and the costs of maintenance work carried out until KERMI's resolution shall be borne by the Merchant.
- 22.10. If the KERMI inspection establishes proper use, the Company shall bear the costs of the KERMI inspection.
- 22.11. The Merchant allows the Company to monitor the use of the device without unduly disturbing the Merchant.
- 22.12. The Merchant undertakes to grant use of the device to a third party only with the prior written consent of the Company. In the absence of the written permission of the Company, the Merchant shall be liable not only for damages arising from use in breach of the Agreement, but also for all damages that would not have occurred without the use by another person. The Company may terminate the lease with immediate effect in the event of the Merchant granting use to a third party without the Company's permission.
- 22.13. The Merchant undertakes to return the device to the Company immediately in the event of the termination of the Agreement in a condition suitable for its proper use. The Merchant acknowledges that it is financially fully liable under the Agreement for any event that occurs in its sphere of influence that affects the condition of the device (e.g., damage arising from natural causes, theft).
- 22.14. The Merchant acknowledges that it may not make or have a third party make any software or parameter modifications to the device, and that the software components may not be reproduced.
- 22.15. The programming of the device for the acceptance of bank cards outside the scope of the Company's settlement is possible only with the prior consent of the Company, if the relevant contract allows it.
- 22.16. The legal relationship for lease between the Parties shall last for the same period as the Agreement, and either Party shall have the right to terminate the legal relationship for lease in writing without giving



reasons, by registered letter to the other Party in accordance with the termination period in the Payment Card Acceptance Agreement.

- 22.17. Simultaneously with the termination of the legal relationship or lease, the Parties shall amend the Agreement.

### **23. CLOSING PROVISIONS**

- 23.1. Receipt of the contractual form prior to the signing of the Contract shall be deemed as an offer and shall not create any rights and obligations for either Party.

- 23.2. The Company will start the substantive examination of the legal declaration regarding the conclusion of the Merchant Location Agreement and the contractual form submitted to the Company in connection therewith, and thus the internal investigation will start only after all the necessary documents are available to the Company.

- 23.3. If all the required documents have not been submitted (delivered) to the Company in the form prescribed by the Company by the 30th day from the receipt of the contractual form, the legal declarations of the Merchant made in connection with the Agreement and for its conclusion shall become invalid. In this case, the substantive examination of the documents submitted to the Company and the conduct of an internal examination will not take place, and the procedure for concluding the agreement must be restarted.

- 23.4. The Merchant acknowledges that the Company, after the signing of the Agreement by it and following the result of the internal examination carried out in view of the provisions set forth in section 21.1., may refuse to sign the Agreement without any obligation to state reasons.

- 23.5. If the Merchant does not inform the Company about the opposite, or, in the case of a banking consignment sent by post with a return receipt, nothing else follows from the return receipt returned to the Company, in the case of any banking consignment addressed by the Company to the Merchant and forwarded by post (in particular: any notification, information, document, letter),

- in the case of a domestic address, after the fifth day following posting,
- in the case of a European address, after the tenth day following posting,
- in the case of a non-European address, after the twentieth day following posting the Company considers that the given banking consignment has been delivered to the Merchant

If the delivery of any banking consignment addressed to the Merchant and forwarded by post fails for reasons arising in the Merchant's area of interest (e.g. the Merchant has refused to accept the banking consignment or the banking consignment is returned to the Company with "unknown", "moved", "address not identifiable", „did not seek" or any other similar indication), the date of receipt (delivery) of the given consignment by the Merchant is the day of the last attempt at postal delivery. This provision shall not affect the right of the Merchant to prove to the satisfaction of the Company that delivery has failed through no fault of its own.

- 23.6. In the event of a disagreement between the Parties during the implementation of the Agreement, the Parties shall in all cases try to settle the disagreement through an out-of-court settlement. If the Parties fail to reach an out-of-court settlement, the Parties shall have the right to turn to the competent Hungarian court.

- 23.7. The Parties undertake to treat the contents of the Agreement, including all documents forming part of it, as business secrets, confidential, and they undertake not to disclose information about its contents to third parties.

- 23.8. With the signing of the Agreement, all agreements previously concluded between the Company and the Merchant regarding card acceptance lose their effect. The rules of the Agreement shall also apply to cases pending under any previous contract.



## II. SPECIAL TERMS AND CONDITIONS FOR VIRTUAL PAYMENT CARD ACCEPTANCE

### 1. INTRODUCTION

This Annex on Virtual Payment Card Acceptance forms an inseparable part of the GCTC only if the Company and the Merchant have expressly agreed on the use of virtual card acceptance within the framework of the Payment Card Acceptance Agreement concluded between them (hereinafter: the Agreement).

The Company allows the conclusion of a Virtual Merchant Location Agreement with Merchants and Merchant Locations registered in Austria, Germany, Slovakia and Croatia for cross-border services settled in EUR only.

### 2. INTERPRETATIVE PROVISIONS

For the purposes of this Annex

**VIRTUAL MERCHANT LOCATION** (hereinafter Merchant Location) is the set of websites operated by the Company, which implement the bank card acceptance in cooperation with the Merchant web application.

**MERCHANT** means all legal or natural persons with whom the Company has entered into an Agreement for the use of Virtual Card Acceptance to settle the consideration for goods and services with payment cards belonging to the scope of settlement of the Company.

**STORE APPLICATION** means the set of internet merchant sites operated by the Merchant. **vPOS(VIRTUAL POS) TERMINAL** is a means of handling cashless transactions.

**VIRTUAL CARD ACCEPTANCE** means the operation during which the Merchant implements card transactions using a virtual POS terminal.

**VERIFIED BY VISA (VbV)** means the 3DS internet security procedure prescribed by Visa, during which in addition to the card data being verified by the Company, real-time identification of the Cardholder in the internet bank card payment process also takes place by the Issuer.

**MASTERCARD SECURE CODE (MCSC) and Identity Check** means the 3DS internet security procedure prescribed by MasterCard, the operating principle of which is the same as that of the VbV application.

**VbV, MCSC or ID Check transaction** means the transaction during which the Company involves the issuing bank in the payment process, giving the issuing bank the opportunity to perform the cardholder identification required by the PSD2 SCA (strong customer identification). The issuing bank notifies the Company of the result of the verification, depending on which response the Company will continue or stop the bank card payment.

**API** is the interface implemented between the Store Application and the vPOS, which connection must exist to be able to carry out virtual card payment transactions. This interface is a prerequisite for the Store Application to go live in the Company's systems.

**eAPI or new API** is the interface which is available to Merchants starting from 1 November, 2022 and enables the use of all virtual card acceptance services. Clients signing their Agreement after 20 February, 2023 can only use the eAPI to connect to the Company's vPOS. As of 1 November 2022 the Company uses eAPI v1.0.

**Old API** is the interface which is available only to Clients who signed their Agreement before 20 February, 2023. It does not give access to all Services. The Company has stopped the development of the old API and is going to phase it out by 31 March, 2024 the latest.

**Tokenized card or mobile wallet** means all those identifiers stored in an encrypted form on electronic devices (e.g. a mobile phone), which a Cardholder can use to transact without providing the physical details of their card (e.g. Google Pay, Apple Pay etc.).

**Google Pay payment method** means a payment which can only be initiated via eAPI, and where the Client pays with a card saved in their Google Pay wallet. If a Merchant has registered with Google, they can offer Google Pay payment also in their Store Application. This Service is only available if the Merchant has a separate agreement for that.

**Apple Pay payment method** means a payment which can only be initiated via eAPI, and where the Client pays with a card saved in their Apple Pay wallet. If a Merchant has registered with Apple, they can offer Apple Pay payment also in their Store Application. This Service is only available if the Merchant has a separate agreement for that. If the Merchant does not register with Apple directly, they may request Apple Pay payment via the vPOS application from the Company. This latter possibility is also subject to signing an Agreement.

**One-click payment** means a payment that can only be initiated via eAPI, where

- as a first step, after the Cardholder's express approval indicated in the Store Application, and following the manual input of the card details via vPOS, and the successful authentication and authorization of the transaction, the supplied card data are securely stored on the Company's PCI DSS server, and
- all future transactions initiated in the given Store Application can already be made by selecting the previously stored card or its identifier, without re-entering the card details.

This Service is only available if the Merchant has signed a separate agreement for that.

**Low Value Payment (LVP)** is a payment transaction which can only be initiated via the eAPI and, regarding the low amount involved, can be executed without 3DS authentication if that is also supported by the card issuing bank. This Service is only available if the Merchant has entered into a separate agreement for that. The Company has the right to set an amount limit for LVP purchases and to modify it with immediate effect. To successfully execute a transaction, a Cardholder may need to go through a 3DS authentication process even when their purchases remain under the LVP purchase limit. If an LVP transaction was completed without authentication and either the Cardholder or the Issuer files a complaint concerning the transaction, any resulting damages will be borne by the Merchant.

**Manual closing of transactions for a lower amount:** means, in special cases, the subsequent closing of a payment transaction initiated via eAPI for a lower amount than the approved amount. In the case of failure to manually close the transaction, the transaction will not be settled, and the Purchaser will not receive the consideration for the purchase.

**For further interpretative provisions, see Chapter 4 of the GCTC and Chapter 2 of the Payment Card Acceptance Manual.**

### 3. GENERAL PROVISIONS

3.1. The Company undertakes the following:

- Facilitates the cardholders becoming acquainted with the Merchant, as well as provides an opportunity for the Merchant to use the logos of internationally and domestically issued cards specified in the Agreement, and thus to get access to the purchase power of foreign and domestic cardholders. To this end, the Company will make the logos indicating card acceptance available in electronic form,

- Provides support in the technical development of the connection of the virtual card acceptance website to the vPOS (specification, consultation, testing),
  - Centrally
    - Initiates the settlement, the execution of bank card transactions via vPOS of the consideration for orders placed via the Internet, i.e. via the Merchant's store application,
    - processes and settles successful transactions on the virtual POS terminal.
- 3.2. The Merchant undertakes the following:
- Draws attention to the fact of card acceptance on its website. As part of this, the logos provided by the Company will be prominently displayed on its website;
  - It may not transfer or otherwise utilise its rights and obligations arising from the Agreement without the prior consent of the Company. The Merchant may only accept cards at a virtual Merchant Location approved by the Company and specified in the Agreement. If the Merchant wishes to accept cards belonging to the Company's settlement scope elsewhere, the Merchant must notify the Company in writing at least 30 (thirty) calendar days in advance. The Merchant can only accept cards at the new location (web site) with the written approval of the Company;
  - If for any reason at any virtual Merchant Location the Merchant suspends its activities and thus the card acceptance for more than two weeks, it shall notify the Company in writing within at least 2 (two) working days prior to the start of the suspension, indicating the expected date of reopening;
  - If the Merchant and the Internet Service Provider are not the same, the Merchant undertakes to inform the Company in writing of the data requested about the Merchant by the current Internet Service Provider (e.g. company data). If the contract between the Merchant and the Internet Service Provider is terminated or there is a change in the data of the Internet Service Provider, the Merchant shall immediately inform the Company in writing;
  - Displays the contract for the order of goods / services and its business policy for orders in a clearly visible place and in a comprehensible form on its website. The business policy should include at least the following information:
    - Merchant's name
    - Merchant's address, telephone number, other contact details,
    - Merchant's company registration number and tax number,
    - Name and specific definition of the goods and / or services offered by the Merchant (only goods / services belonging to the scope of activities approved by the Company),
    - The value of the goods and / or services offered by the Merchant, specifying the currency,
    - Restrictions on the use of goods and / or services offered by the Merchant (age, range of cards accepted, card type, country, etc.),
    - A description of the use of the goods and / or services offered by the Merchant and the execution of their receipt / use,
    - Preliminary communication of data required for payment by bank card, payment process and conditions,
    - Method and conditions of order cancellation,
    - In the event of a complaint by the Cardholder, the method and conditions of submitting the complaint, the rights and possibilities of returning the goods, the method and conditions of exchange of goods, the methods and conditions of indemnification of the Cardholder,
    - Shipment conditions,
    - The way the data provided by the customer are processed and used,
    - Specific information on data protection and security of data management,
    - In the case of One-click payment: obtaining the required approval from the Cardholder and storing it

If the virtual Merchant Location is also visited by foreign cardholders, the provisions of this section shall be indicated at least in English or, if possible, in one of the other most frequently used foreign languages.

If the Merchant does not comply with the mandatory website content prescribed by the Company, the Company may suspend the website integration.

- In the event of a successful transaction, the Merchant will issue a certificate of the transaction, which will be made available to the cardholder either by letter or online at his / her choice. Mandatory content elements of the certificate: transaction identifier, transaction amount, currency, authorization code, Merchant's name, Merchant's online address, name of goods / services.
- If for any reason the Merchant is unable to deliver the goods / services to the Cardholder within the deadline specified in the order, it shall notify the Cardholder in writing of the new, modified delivery date and deliver the goods / services with the Cardholder's consent, otherwise the amount shall be credited to the Cardholder's account.
- The Merchant agrees that the Company will disclose certain of its data during the virtual acceptance (including, but not limited to: name of Merchant/Merchant Location, address, website address, web store phone number, web-store e-mail address,) during the virtual acceptance.

#### **4. VIRTUAL CARD ACCEPTANCE**

- 4.1. The Merchant is obliged to implement purchases with the card in all its virtual business units in accordance with the provisions of the Payment Card Acceptance Manual.
- 4.2. In the case of virtual card acceptance, the floor-limit amount for the Merchant's business unit is 0, i.e. the POS terminal automatically requests permission for all transactions. In case of rejection from the bank issuing the given card, the transaction will not take place.
- 4.3. The Company considers the electronic transaction data in its own records to be primary, which form the basis of the settlement between the Company and the Merchant, and which the Merchant certifies with its digital signature when initiating the transaction for authorization.

#### **5. COST SHARING**

- 5.1. The Parties shall share the costs of installation and operation related to the Agreement as follows:
  - The Merchant bears the cost of interfacing the store application to the virtual POS terminal,
  - Other items related to the proper operation of the Virtual POS are considered to be a cost to the Company.
- 5.2. On the basis of their cost sharing, the Parties shall immediately invoice each other for the costs incurred by them but borne by the other party. The cost-bearing party is obliged to settle the invoice with a transfer order within 10 (ten) banking days from the issuance of the invoice.

#### **6. MISCELLANEOUS PROVISIONS**

- 6.1. The Company undertakes to apply the Verified by Visa and MasterCard Secure Code and Identity Check International Card Company mandatory procedures, the application of which significantly reduces the possibility of Internet abuse.
- 6.2. The Company is entitled to unilaterally suspend the acceptance of the bank card at the Merchant Location in the following cases:
  - In spite of the suggestions for resolving the deficiencies recorded in the minutes of the face-to-face meeting between the representative of the Merchant and the representative of the Company, the Merchant / Merchant Location gives reason to issue a warning again;

- In the case of a one-time warning issued by the International Card Company regarding the use of the card at the Merchant Location, after notifying the Merchant thereof.
  - The Merchant acknowledges that the duration of the suspension is a maximum of 3 (three) months. Thereafter, if the reasons for the suspension still exist, the Merchant may terminate the Agreement with immediate termination specified in Chapter 3 of the GCTC. The Company shall notify the Merchant /Merchant Location in writing of the suspension of card acceptance at least 72 hours before the start of the suspension. The Merchant is obliged to publish the suspension at the relevant Merchant Location in a place clearly visible to the Cardholders.
- 6.3. In addition to the provisions of the GCTC, it shall be considered that the Merchant has committed a particularly serious breach of contract if:
- There is a change in the activity of the Merchant, in the scope of the goods / services sold and the Company has not been informed about it in advance, or the change has not been approved by the Company in writing, or if the issue specified in section 4.2. of this supplement to the GCTC is not corrected by the Merchant despite repeated indications from the Company.
  - The International Card Organization (s) report to the Company a serious breach of the bank card acceptance rules
  - The activities of the Merchant or its Merchant Location violate Hungarian or international laws, including in particular the sale of pornographic, child pornographic, or illegal products and / or services, or any activity is performed that damages the business reputation of the Company.
- 6.4. The Merchant undertakes to enforce the provisions of this Agreement against the user of its name in the following cases:
- if the Merchant leases its virtual business premises with the use of its name, for contract operation or to a company,
  - if the Merchant allows another entrepreneur to use its name, in case of other franchise business.
- 6.5. The Merchant acknowledges that it may only accept bank cards on new website (s) if it notifies the Company prior to the commencement of the acceptance activity and if it has been approved in writing by the Company.
- 6.6. This Annex is valid together with the Agreement, the GCTC and other annexes that are an integral part of them.

### **III. SPECIAL TERMS AND CONDITIONS FOR SOFTPOS MOBIL APPLICATION CARD ACCEPTANCE**

#### **1. INTRODUCTION**

Provisions set out in this section an inseparable part of the GCTC only if the Company and the Merchant have expressly agreed on the use of SoftPOS card acceptance within the framework of the Payment Card Acceptance Agreement concluded between them (hereinafter: the Agreement).

The agreement between the Company and the Merchant (hereinafter referred to as "Parties") regarding the SoftPOS Application shall enter into force after the signing of the Agreement by both Parties, on the date of activation of the SoftPOS Application, for all the activities actually performed by the Merchant through the SoftPOS Application, transactions actually carried out by the Merchant and shall be valid for an indefinite period of time.

## 2. INTERPRETATIVE PROVISIONS

SoftPOS: A specific software mobile application, provided by the Service Provider from a specified Internet access point for the acceptance of electronic payments at the point of acceptance and downloaded via the Internet to the mobile device used by the Merchant for this purpose, which, with its own unique identification number (TID), functions as a terminal function and enables the acceptance of contactless payment transactions at the point of payment using a payment card or other mobile device suitable for electronic payment solutions (mobile wallet).

## 3. GENERAL PROVISIONS

3.1. The Company undertakes the following:

Facilitates the cardholders becoming acquainted with the Merchant, as well as provides an opportunity for the Merchant to use the logos of internationally and domestically issued cards specified in the Agreement, and thus to get access to the purchase power of foreign and domestic cardholders. To this end, the Company will make the logos indicating card acceptance available in electronic form,

- Make the mobile application for card acceptance available to the Merchant
- Provide support in using the mobile application
  - Centrally
    - Initiates the settlement of the service/product purchased from the Merchant via the mobile application, and the processing of credit card transactions
    - processes and settles successful transactions on SoftPOS mobile application.

3.2. The Merchant undertakes the following:

- comply with the provisions of these GCTC and the Payment Card Acceptance Manual when accepting payment cards using the SoftPOS mobile application.
- Monitor changes to the application and download updates as they become available to keep the application up to date.
- acknowledges the functional limitations of payment card acceptance via the mobile application, including the range of cards accepted (Visa and MasterCard), the currency of the transaction (HUF) and the type of transactions that can be executed, as explained in detail in Section 4

## 4. SoftPOS bankcard acceptance

The use of the payment card acceptance service via the SoftPOS mobile application is carried out via the acquirer's mobile phone after signing the relevant contract, in accordance with the technical specifications described in the Payment Card Acceptance Manual.

The mobile app can currently only accept contactless transactions with Visa and MasterCard cards in HUF.

The cardholder can enter the PIN code, if necessary, on the screen of the mobile phone

The cardholder can enter the PIN on the mobile phone screen if necessary.

Transaction types available in the mobile app:



- purchase
- purchase transaction withdrawal (only if the last transaction and card is present)
- refund (card is present)

Transactions initiated through the SoftPOS mobile app are available in the transaction list menu of the app, they are not displayed in the K&H POS24 interface.

The cardholder can receive the POS receipt (slip) electronically (by e-mail, SMS, QR code scanning), or if the merchant has a Bluetooth printer the slip can be printed at the Merchant location.

The settled transactions are included in the current Statement or in an electronically processable txt file, which can be accessed via the K&H POS24 interface.

#### 5. Cost sharing

The Parties shall bear the installation and operating costs related to the Contract as follows:

The Merchant bears the cost of operating the smartphone necessary for using the Mobile Application and of the mobile data traffic.

The amount and payment terms of the fees to be charged to the Merchant are set out in the Contract.

The costs related to the operation of the mobile application are considered as a cost to be borne by the Company.

Every matter not provided in the section III shall be governed by the provisions set out in the other points of general contracting terms and conditions.

#### **IV. ANNEXES:**

1. Payment Card Acceptance Manual
2. POS (Operation) Manual
3. POS user guide
4. List of outsourced activities and outsourcing service providers
5. List of payment services intermediaries
6. Complaint handling policy