



DEBIT CARD BUSINESS REGULATIONS

I. General provisions

Effective from: *2 October 2023*
(amendments in the text are printed in italics)

OTP Bank Plc.
Activity licence number: Resolution No. 983/1997/F of the Supervisory Authority for Hungarian Money and Capital Markets
(27 November 1997)
Registered by the Court of Registration of the Metropolitan Court of Justice under No. 01-10-041585
Registered office: H-1051 Budapest, Nádor utca 16, Hungary
Website: <https://www.otpbank.hu>

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INTRODUCTORY PROVISIONS

The scope of these Debit Card Business Regulations Part I entitled General Provisions, Part II entitled Retail Debit Cards and Prepaid Cards and Part III entitled Business Debit Cards, hereinafter together: Business Regulations, covers the issuance of retail forint and foreign currency-denominated debit cards, prepaid cards and forint and foreign currency-denominated business debit cards and the provision of the related services by the Bank to natural persons based on Section 3 (1)d) of Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises (hereinafter: Credit Institutions Act). The prevailing Announcements, listed in Subsections 1.k)-w) of the Introductory provisions of these Business Regulations shall form integral part hereof.

Rules governing the legal relationship between the Bank and the Contracting Party

1. The content of the legal relationship between the Bank and the Contracting Party, constituting the subject matter of the Debit Card Business Regulations, shall be determined based on the provisions of the

- a) individual contract applicable to the given legal relationship,
- b) the Declaration on the general conditions of image uploads in relation to Personal cards,
- c) the Declaration on student legal relationship in relation to MCO ISIC cards,
- d) Part II of the Debit Card Business Regulations, entitled Retail Debit Cards and Prepaid Cards, in relation to the given legal relationship,
- e) the Part III of the Debit Card Business Regulations, entitled Business Debit Cards, in relation to the given legal relationship,
- f) the Part I of the Debit Card Business Regulations, entitled General provisions,
- g) Business Regulations on Payment Services,
- h) OTP Bank Plc's General Business Regulations,
- i) Announcement on Retail forint-denominated cards,
- j) Announcement on Retail foreign currency-denominated cards,
- k) Announcement on Mastercard Private Banking Limited Edition cards,
- l) Announcement on Mastercard Premium Private Banking Limited Edition cards,
- m) Announcement on Business Debit Cards,
- n) Announcement on Prepaid (Gift) cards in the case of contracts concluded before 1 March 2014,
- o) Announcement on Prepaid (Gift) cards in the case of contracts concluded after 1 March 2014,
- p) Announcement on Prepaid Maestro PayPass cards,
- q) Announcement on WORLD JUDO TOUR Prepaid Card,
- r) Announcement on the interest rates and charges of the "OTP OKÉ" retail payment accounts (bank accounts) and debit cards
- s) ANNOUNCEMENT on the commissions, fees and costs applicable to the forint business bank accounts and business debit cards involved in the portfolio transfer based on the agreement between OTP Bank Plc. and AXA Bank Europe SA Hungarian Branch Office,
 - a) Public announcement on the OTP Student Loan Account:
 - b) Announcement of special conditions applicable to certain contracts,
 - c) Announcement on the GB680 Accident Insurance and Assistance Services integrated in debit cards issued by OTP Bank Plc.,
 - d) Addenda, containing travel insurance conditions, belonging to certain Cards,
 - e) Announcement on branch self-service terminals,
 - f) Announcement on the Árfolyam+ preferential account package component

Upon determining the content of the legal relationship, the list above also represents the order of interpretation.

If the provisions of the individual contract on a specific issue differ from the provisions of the Business Regulations, the provisions of the individual contract shall prevail.

If the provisions of Part II or III of the Business Regulations differ from the provisions of Part I of these Business Regulations, containing the General Provisions, the provisions of Part II or III of the Business Regulations shall prevail in the given legal relationship.

If the individual contract contains no provision for a specific matter forming part of the given legal relationship, Part II or III of these Business Regulations shall apply. If Part II or III of the Business Regulations do not contain provisions for the given matter either, the provisions of these Business Regulations shall govern, or in the absence thereof, the provisions of the Payment Services Business Regulations and OTP Bank Plc's General Business Regulations shall be applied.

2. Within the context of the legal relationship between the Bank and the Contracting Party, matters outside the scope of the documents listed in Section 1 above shall be governed by the Credit Institutions Act, the Payment Services Act, other laws related to the legal relationship being the subject matter of the Contract and the provisions of Act V of 2013 on the Civil Code.

3. The official language for all notifications and information exchange between the Bank and the Contracting Party shall be the Hungarian language.

OTP Bank hereby declares that it has subjected itself to the binding provisions of the Code of Conduct on the principles of fair conduct with customers required from financial institutions engaged in retail lending. The provisions of the Code are available on the websites of the Magyar Nemzeti Bank (www.mnb.hu) and of OTP Bank Plc. (www.otpbank.hu).

Name of the Bank's supervisory body: Magyar Nemzeti Bank, registered office: H-1013 Budapest, Krisztina krt. 55, Hungary

Detailed information on the data processing of OTP Bank as a data controller related to direct marketing offers regarding debit and prepaid cards and the related services is set out in the General Business Regulations of OTP Bank and the following data processing information notices:

- a) the "Supplemental Data Processing Notice regarding Retail Debit Cards" or
- b) the "Supplemental Data Processing Notice regarding Business Debit Cards" or
- c) the "Supplemental Data Processing Notice regarding Prepaid Cards".

The data processing information notices are available at the branches and on the Bank's website (www.otpbank.hu).

I. DEFINITIONS

The following definitions shall be applicable to the Debit Card Business Regulations:

ATM (Automated Teller Machine)

Banknote dispenser machine used for cash withdrawals, in certain cases cash deposits and other services.

Apple Pay

A service linked to the Apple Wallet mobile app, operated by Apple Inc. and allowing for cash payments and withdrawals using a physical Card issued by the Bank and authorised for digitisation, using the Mobile Wallet function of compatible smart devices. After successful digitisation, the Digitised Bank Card will use strong customer authentication provided by the Mobile Wallet to enable ATM cash withdrawals, contactless purchases at physical points of acceptance, and online shopping.

Bank

OTP Bank Plc.

Head office: H-1051 Budapest, Nádor u. 16, Hungary

Postal address: *OTP Bank Plc.*, H-1876 Budapest

Activity licence: Resolution No. 983/1997/F of the Supervisory Authority for Hungarian Money and Capital Markets (27 November 1997)

Bank card issuer licences are registered by the Magyar Nemzeti Bank.

Website: <https://www.otpbank.hu>

Bank card digitisation / Digitised Bank Card

A process initiated by the Cardholder, whereby the Cardholder registers their physical Card to a Mobile Wallet available on their NFC-enabled smart device. A successful digitisation will not involve the Bank sharing the number of the physical Card with the Mobile Wallet provider. The Mobile Wallet Provider will

only be entitled to process the digitised card number created as part of the digitisation process. As the Digitised Bank Card is not a stand-alone bank card, it will be subject to both the limit set in the Mobile Wallet app and the limit set for the original physical Card. In addition, cancelling the original physical Card will also cancel the Digitised Bank Card. All bank cards issued by the Bank can be digitised, with the following exceptions: World JUDO TOUR Prepaid Card, Corporate Mastercard Unembossed Card, Virtual Customs Card, webCARD, Election Treasury Card, Surprise (Meglepetés) Prepaid card, Mastercard Online Junior Start Card, Mastercard Online Junior Start Photo Card)

Cash Point

A Point of Acceptance where cash withdrawals can be made with the Card on the basis of a separate Contract with the Bank.

Slip

A document issued at the Point of Acceptance and given to the Cardholder certifying that the Transaction in question has been executed. The (ATM or POS) terminal prints slips on thermal paper, which must be stored in a place protected from light and heat so that it remains clearly legible for 10 years from the time of printing.

Card not present transactions

Virtual transactions taking place without the actual physical card or device (e.g. mobile telephone) carrying the card details, for only the card data are required for completing the transaction. Purchases made over the telephone, by post or online are such transactions.

Card present transactions

Transactions where the actual physical card or device (e.g. mobile telephone) carrying the card details is present physically. Examples of such transactions are purchases at merchants' POS terminals, cash withdrawal, purchases with cash withdrawal etc.

Credit default swap (cds)

For the purpose of these Business Regulations, as well as the loan contract entered into by the parties, a cds is a bilateral contract concluded between a party seeking protection from a certain credit risk and another providing such protection, pertaining to the credit risk on one of the debts of a given so-called reference debtor. Should the credit event as specified in the contract occur, the party selling the protection shall pay the party buying the protection for the damages it has incurred in its exposure, for which the buyer pays a fee.

Within the meaning of these Business Regulations and the contract entered into by the parties, a swap transaction is a complex contract specifying the exchange of a financial instrument, usually comprising one spot contract and at least one futures contract, and generally resulting in the exchange of future cash flows.

Within the meaning of these Business Regulations and the contract entered into by the parties, the term swap yield refers to the interest rate derived from interbank rates and published through an independent financial information system.

Renewed Card

The Card automatically produced by the Bank to replace the expired Card. The PIN code and the TeleCode correspond to the PIN code and TeleCode of the expired Card.

CVM (Cardholder Verification Method) verification

The provision of a PIN code or signature necessary for the verification of the Cardholder.

Point of Acceptance

All places where the financial functions of the Card can be used for the intended purpose. Points of Acceptance may include:

- a) branches,
- b) cash points,
- c) Merchants,
- d) ATMs.

Security code (CVV2 or CVC2 code)

A 3-digit number on the back of physical cards (typically in the signature panel), which needs to be entered when paying for online, telephone or postal orders.

Pre-authorisation

A form of Authorisation, which is not followed directly by a Transaction. This Authorisation is made for the anticipated Transaction amount, up to which the balance of the Card Account is reserved. Reservation

- a) does not debit the account; it is only intended to ensure that there are sufficient funds available to cover the Transaction,
- b) funds remain blocked for the period defined by the issuing Bank, but not longer than until the settlement of the Transaction (the debiting of the account with the actual transaction amount) or the failure of the Transaction.

Pre-authorisation may be performed, among others, by points of acceptance such as hotels, rent-a-car companies, air ticket sales, travel agents, etc.

Reservation, reserved card turnover

Based on the decision of the issuing Bank, the card transaction amount is reserved on the account for a specific period, which reduces or increases the available balance. The reservation will be in place

- a) for the period specified by the Bank or
- b) until the completion of the settlement of the transaction — the actual debiting or crediting of the account with the transaction amount, or
- c) the failure of the transaction.

Card transaction reservations are stated as a lump sum under reserved card turnover.

Authorisation

A message sent by the Card Issuer or its agent to the Point of Acceptance authorising the Transaction.

Contactless

A contactless transaction (previously referred to as PayPass or payWave) with a contactless card, including

- a) purchases
 - aa) at contactless-enabled merchant POS terminals or
 - ab) at contactless-enabled ATMs (e.g. utility bills payment, phone top up),
- b) purchases with cash withdrawal at contactless-enabled POS terminals,
- c) cash withdrawal at contactless-enabled ATMs,
- d) cash deposits at contactless-enabled ATMs,
- e) balance checks at contactless-enabled ATMs and
- f) purchase limit modifications at contactless-enabled ATMs.

Contactless card

Cards with the Mastercard or VISA logo suitable for contactless transactions.

Strong customer authentication

Pursuant to Act LXXXV of 2009 on the Pursuit of the Business of Payment Services, authentication requires at least two

- a) pieces of information known only to the customer,
- b) possession, i.e. a thing possessed only by the customer, and
- c) a biological characteristic of the customer,

which are items in different categories that are mutually independent to the extent that hacking one does not impinge on the reliability of the rest and the procedure is structured in such a way that the confidentiality of the identification data is preserved.

Value Date

The day taken into consideration by the Bank for the purpose of calculating the interest in respect of the amount credited or debited to the Card Account.

Approval of a payment transaction

The Bank deems transactions carried out by a Cardholder approved if during the transaction the Cardholder has

- a) entered their PIN code and/or signed the transaction slip or
- b) in a contactless transaction, held the device (e.g. mobile telephone) carrying the card data to the (ATM or POS) terminal, or has provided their card details, or
- c) *used a Digitised Bank Card and has successfully identified themselves via their compatible smart device, using one of the set authentication methods (e.g. a password set on the compatible smart device, the PIN of the compatible smart device, or biometric identification of the Cardholder, such as a fingerprint or facial recognition) and, if using a POS terminal or ATM device suitable for contactless payments, the Cardholder touched the compatible smart device containing the Digitised Bank Card to the (ATM or POS) terminal,*
- d) where the merchant
 - da) uses the card acquiring services of a payment services provider within the European Union or
 - da) uses the card acquiring services of a payment services provider outside the European Union but employs the 3D Secure Code service
 - has given their card data to the merchant and
 - dc) in the case of primary retail debit cards, entered the 3D Secure Code and the TeleCode, or confirmed the transaction in the Cardholder's OTP MobileBank service,
 - dd) in the case of additional retail debit cards, has entered the 3D Secure Code and the TeleCode,
 - de) in the case of business debit cards, has entered the 3D Secure Code and the TeleCode or confirmed the transaction in the Contracting Party's OTPdirekt SmartBank service, provided that the Cardholder is a user of OTPdirekt SmartBank,
 - df) in the case of prepaid cards, has entered the 3D Secure Code.

The card details necessary for the approval of a transaction is the number and the expiry date of the Card. In addition, the acquiring bank may request — at its discretion — the Card's CVC2 or CVV2 code, the Cardholder's name and address, etc.

The OTPdirekt SmartBank service may be used for confirming an online transaction only if the 3D Secure Code service has been set up for the card and if the Cardholder can access the account underlying the given card via the OTPdirekt SmartBank or the OTP MobileBank service.

In the case of the internet transactions referred to in sub-sections da) and db) above and in compliance with applicable law, the Bank may decide to deviate from the general rule and not apply the procedures set out in dc) and df), authorising the purchases after the card details have been entered.

Anniversary month

During the validity of the card, annually the month of the production, and of the expiry.

Anniversary date

The last day of the anniversary month.

Garmin Pay

A payment method available with compatible Garmin smart devices, which can be used after successful credit card digitisation in a Mobile Wallet operated by Garmin Ltd. After successful digitisation, the Digitised Bank Card will use strong customer authentication provided by the Mobile Wallet to enable ATM cash withdrawals and contactless purchases at physical points of acceptance. The Garmin Pay service cannot be used for online purchases.

Google Pay

A service linked to the Google Wallet mobile app, operated by Google LLC and allowing for cash payments using a physical Card issued by the Bank and authorised for digitisation, using the Mobile Wallet function of compatible smart devices. After successful digitisation, the Digitised Bank Card will use strong customer authentication provided by the Mobile Wallet to enable ATM cash withdrawals, contactless purchases at physical points of acceptance, and online shopping.

Home Branch (Account-keeping branch)

A branch of the Bank responsible for the handling of the Contract and all related documents.

Announcement

Official statement displayed in the Bank's areas open to customers and also available on the Bank's website, containing all provisions relating to the various Cards. In the Announcement, the Bank publishes, among others, information on Contracts and Cards, such as

- a) the terms and conditions,
- b) the fees, costs and interest rates, and all provisions relating thereto,
- c) miscellaneous information, and
- d) any amendments made unilaterally by the Bank concerning the legal relationship established in the Contract.

The legal relationship falling within the scope of these Business Regulations is governed by the Announcements listed in Subsection 1 of the Introductory provisions.

Card

A cash-substitute payment instrument issued by the Bank with its own logo and/or the logo of an international card organisation (MSZ ISO/IEC 7813 standard) (including devices and methods in plastic or other format, carrying card data), which carries the data related to the Bank, the Cardholder and Card Account. The proper uses of the Card include

- a) the execution of bank card Transactions as a cashless payment instrument (financial function), and/or
- b) identification of the Cardholder by the Bank (identification function), and/or
- c) as a means of using other services introduced by the Bank.

Card Data

The Cardholder's name printed on the Card, the Card number and expiry date, as well as the verification number (CVV2 or CVC2 code) on the back of the Card.

Cardholder

The natural person who — based on a contract concluded with the Bank — is entitled to use the electronic means of payment.

Annual Card fee

The annual Card fee includes the costs related to the services offered with the Card.

Card issuance fee

The one-off Card issuance fee covers the costs of the production and personalisation of the Card.

Card account

For the purpose of accounting for the Transactions carried out with the Card, and for the fees, costs and items related to the Card

- a) an account held with the Bank, or
- b) a dedicated account linked to the account held with the Bank.

Card Registration Code:

A single-use security code sent to the Cardholder for identification purposes during the digitisation of the bank card via the Mobile Wallet, which the Cardholder receives on their mobile phone number registered with the Bank. During the digitisation process, the mobile phone number cannot be entered manually, as all Mobile Wallet registrations are completed automatically in a closed process. If the Cardholder does not have a mobile phone number registered with the Bank, the process requires calling the Bank's customer service for proper identification. Certain Mobile Wallet providers may allow bank card digitisation not only from the Mobile Wallet app installed on the Cardholder's smart device, but also by initiating the digitisation process from the OTP Bank Mobilbank service.

Merchant

A retailer or service provider that accesses a Card issuance system under a contractual relationship with the relevant Card issuer and accepts the Card as payment for goods and services. The methods of Card acceptance are defined in the Contract concluded between the Card Issuer and the respective Merchant. (Card Acquiring Contract)

Compatible smart device

Any electronic device (computer, mobile phone, tablet, smartwatch, etc.) specified by the Mobile Wallet provider that is capable of running the Mobile Wallet application and performing the transactions to be carried out with the Digitised Bank Card. The range of smart devices specified as compatible may be subject to change.

Limit

Any restriction on the number of Transactions and/or the maximum Transaction amount. The limit types belonging to certain card types are included in Part II or III of the Business Regulations.

Expiry Date

- a) On a physical Card
 - aa) on its front side, or
 - ab) on its back side if the Card is personalised on the back,
- b) In the case of webCARDS:
 - ba) in the “Bank cards and credit cards / webCARD data” menu item of the OTPdirekt internet service, or
 - bb) in the “Debit cards and credit cards / webCARD data” menu item of the OTPdirekt InternetBank service,
 - bc) in the “My Cards” menu item in the OTP MobileBank app.
- c) In the case of a Virtual Customs Card, the date found in the card envelope, shown in a month/year format (with only the last two digits of the year) (e.g.: 02/24 = card expires on the last day of February 2024). The Card is valid until midnight on the last day of the month shown on the card.

Logo

A symbol related to and designating the usage of the Card, which appears on the Card and at Points of Acceptance, where it indicates acceptance of the Card. The logos of specific card types are included in Parts II and III of the Business Regulations.

Mobile Wallet

A payment solution service that can be used in lieu of a bank card by digitising one or more bank cards through digitally recording card data, then using the Digitised Bank Card with a compatible smart device for contactless payments via NFC technology.

Mobile Wallet provider

The service provider responsible for the operation and development of a Mobile Wallet app, as well as for the strong customer authentication solutions used in said Mobile Wallet app.

International card organisation

Mastercard International and VISA International Inc, and all other international organisations that the Bank has entered into a Contract with on the issuance and/or acceptance of their products.

Online Transaction

A Transaction immediately communicated electronically to the Bank’s Authorisation Centre for the purposes of Authorisation and immediately assessed by the Centre. Online Transactions may be performed with electronic (online) Cards and embossed (offline) Cards.

Offline Transaction

A Transaction not or not immediately communicated to the Bank’s Authorisation Centre. Such Transactions may only be carried out with embossed Mastercard and VISA cards.

On-us Transaction (own Transaction)

A Transaction performed with the Card at the Bank’s own Point of Acceptance.

PIN code (Personal Identification Number)

A four-digit personal identification number linked to the Card, known only by the Cardholder and used to identify the Cardholder.

POS (Point of Sale Terminal)

An electronic device making the execution of payments by card possible by using the data stored on the magnetic media or the chip on the Card.

Replacement card

A Card replacing the Card that needs to be substituted. The expiry date of the replacement card shall be identical to that of the original card. The replacement card is always issued with a new PIN code.

SimplePay

A service linked to the Simple Wallet mobile wallet app, operated by OTP Mobil Kft. and allowing for cash payments using a physical Card issued by the Bank and authorised for digitisation, using the Mobile Wallet function of compatible smart devices. After successful digitisation, the Digitised Bank Card will use strong customer authentication provided by the Mobile Wallet to enable ATM cash withdrawals, contactless purchases at physical points of acceptance, and online shopping.

Account statement

A document prepared by the Bank, which contains the data related to the turnover on the Card Account, and shows all data necessary for the identification of the individual banking transactions. The Bank provides the Contracting Party with the account statement based on the Account Contract.

Contracting Party

A person with legal capacity concluding a Contract with the Bank, who must be

- a) the legal representative in the case of Mastercard Online Junior Start cards and Mastercard Online Junior Start Private Cards,
- b) the account holder/holders in the case of any other retail debit cards,
- c) a person/persons authorised to represent the account holder in the case of business debit cards,
- d) the Cardholder in the case of prepaid cards.

Contract

The following documents form integral parts of the Contract:

- a) individual contract
- b) Part I on "General provisions" and Part II on "Retail Debit Cards and Prepaid Cards" or Part III on "Business Debit Cards" of the Debit Card Business Regulations,
- c) Supplementary data processing information notices applicable to the relevant card and published as annexes to the Debit Card Business Regulations,
- d) Addenda, containing travel insurance conditions, belonging to certain Cards,
- e) Announcements applicable to the given card,
- f) Declaration on the general rules related to image upload applicable to Private Cards,
- g) the Declaration on student legal relationship in relation to MCO ISIC cards.

The Contract is valid only together with the above documents.

The **Individual Contract** is a contract concluded between the Contracting Party and the Bank, which

- a) establishes the legal relationship in relation to the Card and the Cardholder, and
- b) contains the data and provisions related to the Card.

Transaction

Based on the proper use of the Card — according to its financial function — and based on its use

- a) any debit or credit entry on the Card Account, and
- b) the process of settlement with a given Merchant.

Business Regulations

This document entitled Debit Card Business Regulations Part I General provisions, Debit Card Business Regulations Part II Retail Debit Cards and Prepaid Cards, and Debit Card Business Regulations Part III Business Debit Cards, containing the general and the specific contractual conditions applicable to retail forint- and foreign currency-denominated debit cards, prepaid cards and business forint- and foreign currency-denominated debit cards.

Xiaomi Pay

A payment method available with compatible Xiaomi smart devices, which can be used after successful credit card digitisation in a Mobile Wallet operated by Xiaomi Inc. After successful digitisation, the Digitised Bank Card will use strong customer authentication provided by the Mobile Wallet to enable ATM cash withdrawals and contactless purchases at physical points of acceptance. The Xiaomi Pay service cannot be used for online purchases.

II. PROVISIONS RELATED TO THE CONTRACT

II.1 Unilateral contract amendment

- (1) In accordance with the provisions of these Business Regulations, the Bank is entitled, throughout the validity of the Contract, to modify the fees, commissions and other charges of the Contract and other contractual terms and conditions unilaterally.
- (2) The introduction of new services, financial instruments and transactions falling under the scope of the Business Regulations, made available to, and expressly accepted by, the Contracting Party shall not be construed as a unilateral amendment on the part of the Bank.
- (3) OTP Bank Plc hereby informs the Customer that it is highly recommended to continuously monitor the amendments and the effective text of the Business Regulations and the related Announcements.
- (4) Upon changing the fees, commissions and other costs related to the Contract in accordance with the provisions of this Subsection, the Contracting Party is obliged to pay such fees, commission and other costs at the amended rate to the Bank.
- (5) The Bank is entitled to amend the fees, commissions, charges and other conditions of the contract unilaterally, adversely for the Contracting Party, in the following circumstances:
 - A) Changes in the legal or regulatory environment
 - a) A change in legislation governing or related to the activities — directly and immediately affecting a debt relationship — or the operating conditions of the Bank, or a measure by the central bank or a change in a central banking measure or any other regulation compulsorily applicable to the Bank;
 - b) A change in the Bank's public dues (e.g. taxes) — which may have a direct and immediate effect on debt relationships -, or in the rules pertaining to the reserve requirement,
 - c) A change in the mandatory deposit insurance amount or fee
 - B) Changes in money market conditions and in the macroeconomic environment
 - a) a change in the cost of funds / borrowing on the money market, including, but not limited to:
 - aa) changes in Hungary's credit rating,
 - ab) changes in the country risk premium (credit default swap),
 - ac) Changes in the central bank's base rate or in its repo and deposit interest rates,
 - ad) Changes in interbank money market interest rates / lending rates,
 - ae) Shifts in the relative swap yield curves of bonds issued by the Hungarian Government and the lender,
 - af) Changes in the yield of publicly traded securities issued for refinancing purposes or in their risk rating by a recognised external credit rating organisation, or in the costs pertaining to such ratings,
 - ag) Changes in the interest rate on term deposits held by the lender's customers
 - b) Modifications made by the international card organisations, particularly but not limited to:
 - ba) changes in the card organisation's fee structure
 - bb) changes in the regulations pertaining to the tariffs of the card organisation
- (6) In addition to the above, the Bank may also implement unilateral changes, adversely for the Contracting Party, regarding its interest rates, fees and charges as a temporary measure, should events of force majeure - sudden and large-scale disturbances affecting money and capital markets — occur.

- (7) Interest rates, fees, other charges and other conditions of the contract may only be modified by the Bank unilaterally, adversely for the customer, if it is justified by the changes in the conditions and circumstances specified for the Bank in paragraphs (5) and (6) of these Business Regulations.
- (8) The Bank shall publish the amendments — adverse for the customer — affecting the fees, commissions, other charges and other conditions of the contract, at least two months before the effective date of the amendment in Announcements applicable to the given cards.
- (9) The customer is entitled to terminate the contract free of charge before the effective date of the amendment, if the amendment of the fees or charges is adverse for them.
- (10) The Bank may unilaterally modify, adversely for the customer, its contractual terms (not impacting the fees, commissions and other charges) specified in this Business Regulation, based on the conditions and circumstances set out in paragraphs (5) and (6), and when the following conditions and circumstances occur:
 - a) changes taking place in banking procedures related to the provision and maintenance of the Bank's services or affecting the rules of settlement,
 - b) introduction of a new financial product or service offered by the Bank to its Customers; modification, expansion, enhancement of services pertaining to an existing product, or the phase-out or discontinuation of a given product or service.
- (11) In the event that a product or service is being phased out or modified, the Bank may be entitled to make available to the Contracting Party a product or service of equal or higher quality instead, by means of a unilateral amendment of the Contract and under the condition that such phase-out or modification be communicated in an Announcement applicable to the given cards 30 days before the effective date.
- (12) An amendment to the Contract shall be deemed accepted by the Contracting Party if no objection from the latter has been received by the Bank prior to the effective date of the amendment. The Contracting Party is entitled to terminate the Contract with immediate effect, free from any fees, charges or other payment obligations, until the day preceding the effective date of the amendment.
- (13) The regulation of the unilateral amendment of Mastercard Standard OKÉ, the Multipont Mastercard Premium OKÉ and the Mastercard Business OKÉ card contracts is supplemented with the provisions of the Announcement on the "Special conditions applicable to certain contracts".

II.2 Automatic change in fees and costs

- (14) Compared to the figures as of 31 December of the previous year, contractual fixed-rate fees, commissions and charges — including the fixed minimum and maximum rates for those expressed in percentages — shall be modified automatically (considering the mathematical rounding rules), on the basis and at the rate of the consumer price index (inflation rate) published for the previous year by the Central Statistical Office on its website, effective 30 days from this online publication date. The Contracting Party shall thereafter be liable to pay these modified fees, commissions and charges to the Bank. Modifying the fees, commissions and charges with the change in the annual consumer price index shall not qualify as unilateral amendment of the Contract. The Bank must inform the Contracting Party about the modified values of the fees, commissions and charges by means of an Announcement applicable to the given cards, to be displayed not later than the 30th day of the month following the publication of the relevant information on the website of the Central Statistical Office.
- (15) Rounding rules applied by the Bank to the fees, commissions and charges:
 - a) Fees, commissions and charges specified in forints
 - aa) fixed amounts — including minimum and maximum values — are rounded to the integer,
 - ab) percentage figures are rounded to two decimal places.
 - b) Fees, commissions and charges specified in foreign currency
 - ba) fixed amounts — including minimum and maximum values — are rounded to two decimal places,
 - bb) percentage figures are rounded to two decimal places.

- (16) If the fees or charges applicable to the services, transactions or financial instruments provided to the Contracting Party are modified by third parties participating in the fulfilment, the Bank will modify the fees and charges (e.g. postage) from the effective date of the change.
- (17) Should an international card organisation amend the fees or charges on the Cardholder, or if the fee structure and the rules related to the tariffs of the card organisation are modified, or a new charge is introduced, the Bank will be entitled to debit such modified fees and charges to the account.
- (18) For business considerations, the Bank is entitled to grant Contracting Parties fees and charges that are more favourable than the automatically changed fees and costs.
- (19) The Bank shall inform its customers of such changes by means of public Announcements applicable to the given cards (or in another method as specified in the relevant contract).

III. SPECIAL PROVISIONS RELATING TO DIGITISED BANK CARDS

III. 1. Bank card digitisation methods, processes, and cancellation

- (20) *A Digitised Bank Card can only be created if the Cardholder has an existing, physical Card issued by the Bank that can be digitised. The Bank will not verify that the Card is physically in the possession of the Cardholder during the digitisation process. The physical possession of the Card is verified via the complete and correct entry of the Card Data.*
- (21) *An additional prerequisite for bank card digitisation and the subsequent use of the Digitised Bank Card is that the Cardholder must meet the necessary technical requirements set by the Mobile Wallet provider, e.g. they must have a compatible smart device and internet access.*
- (22) *The digitisation of the physical Card into the Mobile Wallet can always be performed from within the Mobile Wallet, as well as through additional mobile applications specified by the Mobile Wallet providers. For certain Mobile Wallets, bank card digitisation can also be carried out via the OTP Bank Mobilbank application and the OTPdirekt interface.*
- (23) *For bank card digitisation processes initiated from within the Mobile Wallet, the Cardholder is required to enter the card data.*
- (24) *The image of the Digitised Bank Card displayed in the Mobile Wallet does not fully contain all of the data displayed on the physical Card. However, any data displayed is identical to the data on the physical Card. The image does not display any special data unique to the Digital Bank Card and not present on the physical Card.*
- (25) *When using the Card Registration Code for identification, SMS messages containing the security code are sent to the mobile phone number provided by the Contracting Party or the Cardholder and registered in the Bank's systems. For security reasons, the received security code is only valid for a limited period of time, after which a new security code must be requested for identification.*
- (26) *If the Contracting Party or the Cardholder receives a Card Registration Code, but they were not the one who initiated the digitisation of the Bank Card, or if they receive some other notification from the bank (e.g. a message about successful Bank Card digitisation) that alerts them to the unauthorised digitisation of their physical Card, they must immediately notify the Bank of this fact.*
- (27) *The Cardholder can suspend or cancel (terminate) the digitisation of their bank card via the Mobile Wallet app, or via the Bank's telephone customer service, after verifying their identity. For certain Mobile Wallets, bank card digitisation can also be suspended or cancelled (terminated) via the OTP Bank Mobilbank application and the OTPdirekt interface.*
- (28) *Cancellation of a Digitised Bank Card has no effect on the use of the digitised physical Card.*

(29) *To suspend or cancel a Digitised Bank Card via the Mobile Wallet app, the Cardholder should proceed in the same way as for initiating the digitisation of the Bank Card, as described in Sections (26)–(27).*

III. 2. Approving transactions made with a Digitised Bank Card

(30) *Any transactions initiated with the Digital Bank Card require authentication via one of the authentication methods available on the compatible smart device previously selected by the Cardholder (e.g. password, compatible smart device PIN, biometric identification). The Mobile Wallet provider supports strong customer authentication for Mobile Wallet payments. The Bank does not and cannot have precise information on the specifics of such payments, only their success or failure.*

(31) *ATM operators may require the PIN of the digitised physical Card for authenticating transactions.*

III. 3. Other rules regarding the use of a Digitised Bank Card

(32) *The Cardholder is responsible for the safe and appropriate use of the compatible smart device into which the physical Card has been digitised.*

(33) *Safe and appropriate use includes meeting the following requirements (not an exhaustive list):*
a) *using the most up-to-date version of the operating system of the smart device, as well as the latest available software version of all applications associated with the Mobile Wallet,*
b) *avoiding transactions over public, unsecured internet networks,*
c) *preventing the smart device from falling into the hands of unauthorised third parties.*

(34) *If the Cardholder permanently loses access to the smart device used for the Digitised Bank Card, the Cardholder shall ensure that the Digitised Bank Card is cancelled or deleted from the Mobile Wallet.*

(35) *The Cardholder is liable for any data related to the Digitised Bank Card provided to any third party having obtained the smart device used for the Digitised Bank Card as a result of the Cardholder's intentional or negligent behaviour.*

(36) *If the Cardholder is a minor, the Contracting Party acting on behalf of the minor shall assume all liability described in Sections (32)–(35).*

(37) *Digitised Bank Cards can be cancelled independently of the physical Digitised Card, without affecting the use of the physical Digitised Card.*

IV. MISCELLANEOUS PROVISIONS

IV.1 Supply of information, cooperation

(37) *Communication between the Bank and the Contracting Party shall be in writing*
a) *sent by the Bank to the domestic mailing address specified by the Contracting Party,*
b) *and sent by the Contracting Party to the mailing address of the Bank's Home Branch.*

(38) *In addition to the above, the Bank may provide information to the Contracting Party throughout the term of the Contract in the following ways:*
a) *account statements sent to the domestic mailing address provided by the Contracting Party,*
b) *Announcements applicable to the given card, displayed at branches and published on the Bank's website,*
c) *text messages sent to the domestic mobile phone number provided by the Contracting Party,*
d) *written notification sent to the email address provided by the Contracting Party,*
e) *on the Bank's website,*
f) *by recorded telephone calls initiated by the Bank to the domestic landline or mobile phone number provided by the Contracting Party,*

- g) for Customers using the OTPdirekt online banking or the OTP InternetBank service, via the service mailbox.
 - h) Access to the Bank's website is possible from any personal computer, laptop or mobile device (smartphone, tablet) with internet connectivity and running a browser supported by the Bank. The Bank supports browsers providing minimum 2% visitor rates.
- (39) Written communication methods available to the Contracting Party:
- a) mail sent to the following postal address: *OTP Bank Plc., H-1876 Budapest,*
 - b) email message (complaints, inquiries, suggestions) sent to informacio@otpbank.hu.
- (40) In compliance with the relevant regulations, rules and contractual provisions applicable to the Bank, the latter shall regularly inform the Contracting Party by Account Statements.
- (41) The Account Statement
- a) indicates all the data used for the identification of the banking transactions performed on the Card Account, and
 - b) evidences the turnover transacted on the Card Account during the accounting period.
- (42) The Contracting Party shall promptly inform the Bank if they fail to receive the Account Statement by the 20th day after the closing date of the accounting period, it is not available to them or the Account Statement or the Card Account contains unauthorised transactions.
- (43) The Contracting Party
- a) acknowledges that the Bank will include and process the data provided voluntarily by the Contracting Party in its central list of debtors-;
 - b) acknowledges that their data voluntarily given and defined by the law will be transferred by the Bank to the central credit information system operated by credit data providers pursuant to Act CXXII of 2011 on the Central Credit Information System, which the Bank will do in accordance with the provisions in the annex on the central credit information system to the General Business Regulations,
 - c) authorises the Bank to request in writing the disclosure of their personal data, necessary for the collection of their outstanding debt to the Bank, from the respective record-keeping organisations.
- (44) The Contracting Party and the Cardholder shall immediately inform the Bank of any and all changes in the material conditions related to the Contract or the data they have specified. The data indicated in the Contracting Party's official documents can only be amended in person, by presenting the documents containing the new data.
- (45) The Contracting Party undertakes not to forbid the record-keeping organisations the disclosure of their data — registered pursuant to Act LXI of 1992 on the Registration of Citizens' Personal Details and Residential Addresses — to the Bank. If the Contracting Party forbids the disclosure of these data prior to the termination of the Contract and fails to lift prohibition upon the Bank's request, the Bank shall be entitled to terminate the Contract with immediate effect.
- (46) In respect of any and all personal data disclosed to it in connection with the Contract the Bank shall proceed in compliance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter: General Data Protection Regulation, GDPR).
- (47) All disputes arising between the Bank and the Contracting Party or the Cardholders shall be settled amicably. If the reconciliation yields no result, the dispute may be settled in an ordinary court procedure.
- (48) The Bank is not a party to the disputes between the Contracting Party and the Cardholders, or the disputes among the Cardholders.
- (49) From the effective date of the Contract, the Cardholder may use the Bank's OTPdirekt automated telephone service and Bankcard HelpDesk service for requesting information and assistance.

- (50) In the case of underage Cardholders below the age of 18, the information may be provided to the Cardholder as well as the legal representative, if the legal representative
- a) is registered on the account as legal representative, or
 - b) is registered on the account as additional account holder, or permanent authorised person and can be identified as legal representative.
- (51) In the course of their cooperation, the parties shall comply with the regulations pertaining to the prevention of money laundering and terrorist financing. Within this framework, the Bank shall proceed in compliance with the relevant statutory regulations and its internal regulations.

IV.2 Bankcard HelpDesk

- (52) The Bankcard HelpDesk is the Bank's live-voice Card- customer service for Cardholders, available on a 24/7/365 basis.
- (53) The services offered by the Bankcard HelpDesk:
- a) Provision of information
 - aa) on the Cards issued by the Bank,
 - ab) on the services related to Cards,
 - (ac) on Points of Acceptance,
 - ad) on OTPdirekt, and
 - ae) other issues.
 - b) Assistance is provided in the following issues:
 - ba) Card blocking,
 - bb) Card malfunctioning,
 - bc) Card withdrawal,
 - bd) the operation of ATMs,
 - be) OTPdirekt services.
- (54) The telephone and fax numbers of the Bankcard HelpDesk are included in the Announcements applicable to the given cards.
- (55) The telephone numbers of the Goldcard HelpDesk available for the holders of VISA Gold Business cards, Mastercard Private Banking Limited Edition cards and Mastercard Premium Private Banking Limited Edition are included in the "Important phone numbers" booklet provided with the card.
- (56) The use of Bankcard HelpDesk services is free of all fees and charges.

IV.3 Liability

- (57) In respect of unauthorised payment transactions made with a lost or stolen Card no longer in the possession of the Cardholder or arising from the unauthorised use of the Card, damages shall be borne by the Contracting Party up to the amount of HUF 15,000 until the card is blocked.
- (58) The Contracting Party will not be subject to the liability defined in the paragraph above if
- a) the Contracting Party could not have detected before the execution of the transaction that the Card was stolen, was no longer in their possession or used in an unauthorised way, or
 - b) the loss was caused by an act or omission of an employee of the Bank, a payment intermediary, a branch office or a person performing outsourced activity for the Bank, or
 - c) the loss was caused by a tailor-made procedure qualifying as cash substitute means of payment, using IT equipment or a telecommunications device or without the use of personal security elements – such as the PIN or other code –, or
 - d) the Bank failed to fulfil its obligation to allow the customer to report the card being lost, stolen or used in an unauthorised transaction at any time without any fees, charges or other payment obligations,
 - e) the Bank does not require strong customer authentication.
- (59) After submission of the request for the blocking of the card, the Bank shall be liable for the losses resulting from any unauthorised transactions (payment transactions) carried out with a Card no

longer in the possession of the Cardholder or stolen, or arising from the unauthorised use of the Card.

- (60) The Bank shall consider the active conduct or omission by the Contracting Party or the Cardholder as a breach of contract by wilful or gross negligence if it is contrary to the performance of his obligations pertaining to secure handling — especially of a PIN code, a TeleCode, a 3D Secure Code — prescribed by these Business Regulations, as a result of which an actual or potential loss is incurred by the Contracting Party, the Cardholder or the Bank.
- (61) The Bank may be exempted from its liability if it provides evidence that the damages pertaining to the unauthorised transaction (payment) result from the Cardholder's fraudulent behaviour or were caused by the Cardholder's breach of their obligations specified
 - a) in paragraph (146) of Part II of these Business Regulations in the case of retail cards,
 - b) in paragraph (108) of Part III of these Business Regulations in the case of business cards,by wilful conduct or gross negligence.
- (62) The Bank shall ensure that the Contracting Party or the Cardholder can request the blocking of the card at any time.
- (63) After such notification, the Bank may not execute any transaction (payment) made with the respective Card.
- (64) The Bank is responsible for delivering the Card and the various codes – PIN code, TeleCode etc. – associated with the Card to the Cardholder. Any losses that may arise during the delivery of the Card to the Cardholder shall be borne by the Bank.
- (65) The Bank shall assume no responsibility for losses incurred by the Contracting Party or Cardholder on account of defects caused after the delivery of the Card to the Cardholder.
- (66) The Bank shall be liable for the non-completion of bank transfers or cash withdrawals initiated with the Card, as well as for the erroneous completion thereof, even if these transactions were initiated at a device (terminal) or equipment that is not subject to its direct or exclusive supervision, unless the transaction was initiated at a device (terminal) or equipment not authorised for use by the Bank.
- (67) The Bank shall be liable for the execution of any transaction not based on an order placed by the Contracting Party.
- (68) If an event provided for in the 2 preceding paragraphs occurs, the Bank will proceed in accordance with its Complaint Management Regulation, which constitutes an annex to the General Business Regulations.

IV.4 Fees and costs

- (69) The Bank is entitled to charge the fees, costs and other items related to the Card to the Contracting Party, and debit those automatically to the Card Account or other account specified in the Contract and in the documents forming an integral part thereof.
- (70) The fees, charges and other items related to the Card are included in the Announcements applicable to the given cards.
- (71) The fees, charges and other items charged in relation to the Card are accounted for when they are incurred. Deviations from the above are provided for in the Announcements applicable to the given cards.
- (72) OTP Bank shall provide detailed information with regard to the conditions and circumstances that clearly allow the modification of the rate and settlement frequency of fees and charges specified in the Announcement applicable to the given cards, even if it represents an adverse change to the Contracting Party.

(73) If the Bank cooperates, upon the Contracting Party's request, in procuring a transaction slip, it may cross-charge the cost of this to the Contracting Party. The costs of procuring the slip are specified in the Announcements applicable to the given cards.

IV.5 Authorisation and settlement of transactions, exchange rates applied

(74) In the case of transactions initiated in any Member State of the EEA using retail debit cards in either euros or the national currency of the Member State other than the euro, where the transaction involves a conversion between currencies and the cardholder accesses the account underlying the card via the OTPdirekt internet service, the Bank will send the following notification to the cardholder's OTPdirekt internet service inbox:

- a) a percentage margin between the exchange rate applied by the Bank and the latest EUR FX rate published by the European Central Bank,
- b) link to the exchange rate applied by the International Card Associations (Mastercard and VISA) and the European Central Bank.

(75) The Bank will send the above notification regarding every transaction where the transaction currency is different from the currency of the card account.

(76) Opting in or out of the notifications is possible in the "Debit cards, credit cards / OTP-ECB exchange rate margin notification" menu item of the OTPdirekt internet service.

(77) The Bank does not send such notifications to holders of business debit cards and prepaid cards.

(78) The prevailing percentage margin between the exchange rate applied by the Bank and the latest EUR FX rate published by the European Central Bank, and the link to the exchange rate applied by the International Card Associations (Mastercard and VISA) and the European Central Bank are also available on the Bank's website (www.otpbank.hu).

(79) The EEA comprises the member states of the European Union plus Iceland, Liechtenstein and Norway.

IV.5.1 Exchange rates for forint-denominated cards

(80) Exchange rates used for transaction authorisation

- a) Transactions carried out in forints are authorised in forints without changing the original amount.
- b) Upon authorising transactions carried out in euros/US dollars, the Bank converts the euro/US dollar amount to forints at the first FX sell rate of the day quoted by the Bank, valid at the time of the authorisation, and authorises this amount.
- c) Upon authorising Transactions performed outside Hungary or in Hungary but not in forints/euros/US dollars, the original currency of the transaction
 - ca) is sent to the Bank by the Mastercard International Card Association converted into forints, and this will be the amount that is authorised,
 - cb) is sent to the Bank by the VISA International Card Association converted to euros, the Bank converts this euro amount to forints at the first FX sell rate of the day as of the date of authorisation, and this will be the amount that is authorised.

(81) Exchange rates used upon the settlement of the debit transactions

- a) In the case of transactions performed with Mastercard and VISA cards outside Hungary or in Hungary but not in forints (except for cash withdrawals at euro ATMs operated by OTP Bank in Hungary and transactions carried out in OTP Bank's domestic network in euros and US dollars), the original currency of the transaction will be converted to euros by the International Card Organisation at the exchange rate applied by it. The Bank will convert the amount settled by the international card organisation to forints at the first FX sell rate of the day, prevailing at the Bank on the settlement date applied by the Card Organisation.
- b) The exchange rate used for the transactions performed in the euro ATMs operated by OTP Bank in Hungary, and of the euro and US dollar transactions carried out in OTP Bank's Hungarian network shall be the first FX sell rate of the day, prevailing at the Bank on the transaction date.

- (82) Exchange rates used upon the settlement of credit transactions (repossession of goods by the merchant or reversal, etc.)
- a) In the case of transactions performed with Mastercard and VISA cards outside Hungary or in Hungary but not in forints (except for transactions carried out in OTP Bank's domestic network in euros and US dollars), the original currency of the transaction will be converted to euros by the International Card Organisation at the exchange rate applied by it. The Bank will convert the amount settled by the international card organisation to forints at the first FX sell rate of the day, prevailing at the Bank on the settlement date applied by the Card Organisation.
 - b) The exchange rate used for the euro and US dollar transactions carried out in OTP Bank's Hungarian network shall be the first FX sell rate of the day, prevailing at the Bank on the transaction date.
- (83) If a retail account holder has activated the Árfolyam+ (Exchange Rate+) preferential account package component, the Bank will apply a preferential exchange rate at the time of the authorisation and of the settlement of all purchase transactions with the debit card on the account and in the predefined currency, subject to a predefined limit; the details are set out in the Bank's "Announcement on the Árfolyam+ preferential account package component".
- (84) Exchange rates used upon the settlement of card fees and costs specified in euros and US dollars
- a) The transaction fee, determined in euros, of cash withdrawals performed by card outside of Hungary, is converted by the Bank to forints on the day of the settlement of the cash withdrawal transaction by the international card organisation, at the first FX sell rate of the day, available at the Bank on the processing date.
 - b) The fee for Emergency services and cancellations, determined in euros or US dollars, is converted by the Bank to forints at the FX sell rate prevailing at the Bank at the time of posting the debit entry.

IV.5.2 Exchange rates for euro-denominated cards

- (85) Exchange rates used for transaction authorisation
- a) Transactions carried out in euros are authorised in euros without changing the original amount.
 - b) Upon authorising transactions carried out in forints/US dollars, the Bank converts the forint/US dollar amount to euros at the first FX sell rate of the day quoted by the Bank, valid at the time of the authorisation, and authorises this amount.
 - c) Upon authorising transactions performed outside Hungary or in Hungary but not in forints/euros/US dollars, the original currency of the transaction is sent to the Bank by the Mastercard International Card Organisation converted into euros, and this will be the amount that is authorised.
- (86) Exchange rate used upon the settlement of debit transactions carried out in Hungary in forints
- a) In the case of cash withdrawal and purchase transactions carried out in OTP Bank's Hungarian network: the first OTP FX buy rate of the day prevailing on the transaction date.
 - b) In the case of cash withdrawal and purchase transactions carried out in other Hungarian networks: the amount settled by the Mastercard international card organisation is converted by the Bank to euros at the first OTP FX buy rate of the day, prevailing on the settlement date.
- (87) Exchange rate used upon the settlement of debit transactions carried out outside Hungary or in Hungary but not in forints
- a) In the case of cash withdrawal transactions performed at euro ATMs operated by OTP Bank in Hungary and Transactions carried out in euros in OTP Bank's Hungarian network, the original transaction amount will be debited to the euro-denominated foreign currency account underlying the Foreign Currency Card.
 - b) The Transactions carried out in US dollars in OTP Bank's Hungarian network will be converted first to forints at the first OTP FX sell rate of the day prevailing at the Bank on the transaction date, and then to euros.
 - c) The Transactions performed outside Hungary or in Hungary but not in forints (except cash withdrawal transactions performed at euro ATMs operated by OTP Bank in Hungary, and the transactions carried out in OTP Bank's Hungarian network in euros and US dollars) are always received by the Bank in euros. If the original currency of the Transaction is not the euro, the

Mastercard international card organisation will convert the original transaction currency at its own exchange rate to euros and send the euro amount to the Bank.

- (88) Exchange rates used upon the settlement of credit transactions (repossession of goods by the merchant or reversal, etc.) performed in Hungary in forints
- a) In the case of purchase transactions carried out in OTP Bank's network in Hungary: the first OTP FX buy rate of the day prevailing on the transaction date.
 - b) In the case of purchase transactions carried out in other networks in Hungary: the amount settled by the Mastercard international card organisation is converted by the Bank to euros at the first OTP FX buy rate of the day, prevailing on the settlement date applied by the Card Organisation.
 - c) In the case of cash deposits at ATMs operated by OTP Bank in Hungary: the first OTP FX sell rate of the date prevailing on the day of the deposit.
- (89) Exchange rates used upon the settlement of credit transactions (repossession of goods by the merchant or reversal, etc.) performed outside Hungary or, if performed in Hungary, not in forints
- a) In the case of Transactions carried out in euros in OTP Bank's network in Hungary, the amount of the transaction carried out in euros is credited to the euro-denominated foreign currency account underlying the Foreign Currency Card.
 - b) The Transactions carried out in US dollars in OTP Bank's Hungarian network will be converted first to forints at the first OTP FX sell rate of the day prevailing at the Bank on the transaction date, and then to euros.
 - c) The Transactions performed outside Hungary or in Hungary but not in forints (except for the transactions carried out in OTP Bank's Hungarian network in euros or US dollars) are always received by the Bank in euros. If the original currency of the Transaction is not the euro, the Mastercard international card organisation will convert the original transaction currency at its own exchange rate to euros and send the euro amount to the Bank.

IV.5.3 Exchange rates of US dollar-denominated cards

- (90) Exchange rates used for transaction authorisation
- a) Transactions carried out in US dollars are authorised in US dollars without changing the original amount.
 - b) Upon authorising transactions carried out in forints/euros, the Bank converts the forint/euro amount to US dollars at the first FX sell rate of the day quoted by the Bank, valid at the time of the authorisation, and authorises this amount. Before the publication of the first FX sell rate of the day, the first FX sell rate of the previous banking day will govern.
 - c) To authorise Transactions performed not in forints/euros/US dollars, the original currency of the transaction is sent to the Bank by the Mastercard international card organisation converted into US dollars, and this will be the amount that is authorised.
- (91) Exchange rate used upon the settlement of debit transactions carried out in Hungary in forints
- a) In the case of cash withdrawal and purchase transactions carried out in OTP Bank's Hungarian network: the first OTP FX buy rate of the day prevailing on the transaction date.
 - b) The original currency of the cash withdrawal and purchase transactions performed in other Hungarian networks will be converted to euros by the Mastercard international card organisation at its own exchange rate. The Bank will convert to forints the amount settled by the Mastercard international card organisation to US dollars at the first FX sell rate of the day, prevailing at the Bank on the settlement date applied by the card organisation, then to US dollars at the first FX buy rate on the same day.
- (92) Exchange rate used for the settlement of debit transactions carried out outside Hungary or in Hungary but not in forints
- a) In the case of transactions performed outside Hungary or in Hungary but not in forints (except cash withdrawal transactions performed at euro ATMs operated by OTP Bank, and the transactions carried out in OTP Bank's Hungarian network in euros and US dollars), the original currency of the transaction will be converted to euros by the Mastercard international card organisation at the exchange rate applied by it. The Bank will convert to forints the amount settled by the Mastercard international card organisation to US dollars at the first FX sell rate of

- the day, prevailing at the Bank on the settlement date applied by the card organisation, then to US dollars at the first FX buy rate on the same day.
- b) The transactions carried out at euro ATMs operated in Hungary by OTP Bank and the transactions carried out in euros in OTP's Hungarian network will be converted first to forints at the first OTP FX sell rate of the date prevailing at the Bank on the transaction date, and then to US dollars, at the first OTP FX buy rate of the same day.
 - c) In the case of Transactions carried out in US dollars in OTP Bank's Hungarian network, the amount of the transaction carried out in US dollars is debited to the US dollar-denominated foreign currency account underlying the card.
- (93) Exchange rates used upon the settlement of credit transactions (repossession of goods by the merchant or reversal, etc.) performed in Hungary in forints
- a) In the case of cash withdrawal and purchase transactions carried out in OTP Bank's Hungarian network: the first OTP FX buy rate of the day prevailing on the transaction date.
 - b) The original currency of the cash withdrawal and purchase transactions performed in other Hungarian networks will be converted to euros by the Mastercard international card organisation at its own exchange rate. The Bank will convert to forints the amount settled by the Mastercard international card organisation to US dollars at the first FX sell rate of the day, prevailing at the Bank on the settlement date applied by the card organisation, then to US dollars at the first FX buy rate on the same day.
- (94) Exchange rates used for the settlement of credit transactions (repossession of goods by the merchant or reversal, etc.) performed outside Hungary or in Hungary but not in forints
- a) In the case of transactions performed outside Hungary or in Hungary but not in forints (except transactions carried out in OTP Bank's domestic network in euros and US dollars), the original currency of the transaction will be converted to euros by Mastercard at the exchange rate applied by it. The Bank will convert to forints the amount settled by the Mastercard international card organisation to US dollars at the first FX sell rate of the day, prevailing at the Bank on the settlement date applied by the card organisation, then to US dollars at the first FX buy rate on the same day.
 - b) The transactions carried out at euro ATMs operated in Hungary by OTP Bank and the transactions carried out in euros in OTP Bank's Hungarian network will be converted first to forints at the first OTP FX sell rate of the date prevailing at the Bank on the transaction date, and then to US dollars, at the first OTP FX buy rate of the same day.
 - c) In the case of Transactions carried out in US dollars in OTP Bank's network, the amount of the transaction carried out in US dollars is credited to the US dollar-denominated foreign currency account underlying the card.

V. MISCELLANEOUS PROVISIONS

- (95) The Contracting Party may not terminate the Card Account without invalidating all valid Cards linked to the Card Account or, upon request, returning them to the Bank. An exception to this requirement is the case when the Card has been lost or stolen, provided that the Card has been blocked and no Replacement Card has been requested.
- (96) Should the Contracting Party wish to terminate the Contract but fail to return the Card despite a pertaining notice, the Bank will block the Card.
- (97) If the Card bears the logo of an international card organisation, the Bank shall proceed in line with the given organisation's rules.
- (98) The Business Regulations shall take effect on the day they are published or the effective date of the Announcement publishing them.
- (99) Issues not regulated at all or otherwise in the Contract or in the documents forming integral parts thereof shall be governed primarily by the provisions of the prevailing regulations binding on the Bank.
- (100) Disputes related to the Contract shall be governed by the laws of Hungary.

V.1 Provisions on the processing of personal data

- (101) In order to provide services and perform the obligations undertaken in the Contract, OTP Bank shall be entitled to request the submission of the documents and statements required for the identification of the personal data of, and an assessment of the risk related to, the Contracting Party, the Cardholder and other obligors. The customer and the obligors have the right to know what data OTP Bank Plc. processes regarding their person.
- (102) The main purpose of processing the data supplied is to provide the services set out in the Contract, exercise the rights and perform the obligations and enforce the controller's claims under the Contract, make settlements in compliance with the provisions of the Contract, perform risk analyses and assessments, and liaise and communicate. The detailed rules of data processing are set out in the General Business Regulations or the following data processing information notices:
- a) the "Supplemental Data Processing Notice regarding Retail Debit Cards" or
 - b) the "Supplemental Data Processing Notice regarding Business Debit Cards" or
 - c) the "Supplemental Data Processing Notice regarding Prepaid Cards".
- The General Business Regulations and data processing information notices are available at the branches and on the Bank's website (www.otpbank.hu).
- (103) Duration of data processing: unless otherwise provided for in statutory regulations, the General Business Regulations or the data processing information notices referred to in the paragraph above, the end of the 8th year following termination of the legal relationship. In accordance with Act LIII of 2017 on the Prevention and Combating of Money Laundering and Terrorist Financing, OTP Bank Plc. is obliged to retain the personal data specified therein for 8 years after the termination of the legal relationship or, upon the request of the supervisory authority, the authority operating as financial information unit, the criminal investigation authority, the public prosecutor's office and the courts, for the period specified in the request, but for not more than 10 years.
- (104) OTP Bank Plc. performs data management and processing within its own organisation. If data are transferred as part of outsourcing or if the services of a data processor are used, OTP Bank Plc. will, firstly, indicate both the activities outsourced and the contractor performing them in its General Business Regulations in accordance with the stipulations of Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises and, secondly, specify the data processors used in its General Business Regulations or in the following data processing information notices:
- a) the "Supplemental Data Processing Notice regarding Retail Debit Cards" or
 - b) the "Supplemental Data Processing Notice regarding Business Debit Cards" or
 - c) the "Supplemental Data Processing Notice regarding Prepaid Cards".
- (105) The data processing rights of the Debtor and other obligors — including the remedies — shall be governed by the provisions of the General Data Protection Regulation and Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information.

VI. SPECIAL SERVICES LINKED TO CERTAIN CARDS

VI.1 Emergency cash withdrawal

- (106) Subject to paying the fee for emergency cash withdrawal, Cardholders may withdraw cash in an emergency.
- (107) The fee for emergency cash withdrawal is included in the Announcement applicable to the given card.
- (108) Only one emergency cash withdrawal is permitted with any given card.
- (109) Emergency cash withdrawal is available with the VISA Gold Business Card.

VI. 1.1 Making an emergency cash withdrawal

- (110) The Cardholder may resort to emergency cash withdrawal if
 - a) they are located outside their home country, and
 - b) their Card has been lost or stolen, it has failed or has been withdrawn by an ATM and the operator of the ATM has refused to return the Card.
- (111) Relying on the network built by the VISA International Card Association, emergency cash may be withdrawn in any country of the world, except in Hungary.
- (112) Emergency cash withdrawal can be requested over the telephone at the Gold Card HelpDesk.
- (113) The administrative procedure is explained when contacting the Gold Card HelpDesk for the first time.
- (114) To make an emergency cash withdrawal, the Contracting Party must provide all the information requested by the Gold Card HelpDesk:
 - a) the Cardholder's name,
 - b) card type,
 - c) the Cardholder's passport or ID card number,
 - d) the amount of cash requested,
 - e) the address to which the Cardholder is requesting the emergency cash, and
 - f) the telephone number where the Cardholder may be reached.

VI.2 Travel insurance

- (115) Pursuant to the contract concluded between the Bank and Groupama Biztosító Zrt., the following cards come with Travel Guarantee Insurance:
 - a) Mastercard Private Banking Limited Edition cards,
 - b) Mastercard Premium Private Banking Limited Edition cards,
 - c) Mastercard International Business card,
 - d) Mastercard Business Foreign Currency Card,
 - e) VISA Gold Business Card.
- (116) The conditions of Travel Insurance linked to the cards are included in the Addenda issued by Groupama Biztosító Zrt:
 - a) for Mastercard Private Banking Limited Edition cards and Mastercard Premium Private Banking Limited Edition cards:
 - aa) "Addenda to the Debit Card Business Regulations on Travel Guarantee Insurance on Mastercard Private Banking Limited Edition cards and Mastercard Premium Private Banking Limited Edition cards applicable to contracts concluded on or before 12 January 2018" and "Information related to data processing and complaint management for Travel Guarantee Insurance integrated in bank cards",
 - ab) "Addenda to the Debit Card Business Regulations on Travel Guarantee Insurance on Mastercard Private Banking Limited Edition cards and Mastercard Premium Private Banking Limited Edition cards applicable to contracts concluded on or after 13 January 2018" and "Information related to data processing and complaint management for Travel Guarantee Insurance integrated in bank cards",
 - b) for the Mastercard International Business cards and the Mastercard Business Foreign Currency Card:
 - ba) "Addenda to the Debit Card Business Regulations on Travel Guarantee Insurance on Mastercard International Business Cards and Mastercard Business Foreign Currency Cards applicable to contracts concluded on or before 12 January 2018" and "Information related to data processing and complaint management for Travel Guarantee Insurance integrated in bank cards",
 - bb) "Addenda to the Debit Card Business Regulations on Travel Guarantee Insurance on Mastercard International Business Cards and Mastercard Business Foreign Currency Cards applicable to contracts concluded on or after 13 January 2018" and "Information related to data processing and complaint management for Travel Guarantee Insurance integrated in bank cards",
 - c) for the VISA Gold Business Card:

- ca) "Addenda to the Debit Card Business Regulations on Travel Guarantee Insurance on Visa Gold Business Cards applicable to contracts concluded on or before 12 January 2018" and "Information related to data processing and complaint management for Travel Guarantee Insurance integrated in bank cards",
- cb) "Addenda to the Debit Card Business Regulations on Travel Guarantee Insurance on Visa Gold Business Card applicable to contracts concluded on or after 13 January 2018" and "Information related to data processing and complaint management for Travel Guarantee Insurance integrated in bank cards".

VI.3 Reporting card use abroad

- (117) In order to prevent, detect and investigate card fraud, the Bank conducts regular checks of card use, including transactions abroad. If it identifies suspicious transactions, the Bank will attempt to contact the Cardholder or the Contracting Party.
- (118) If a Cardholder wishes to use their card outside Hungary, they may inform the Bank before travelling abroad. Reporting this information will make it easier to spot suspected fraud. Such reporting does not apply to Card not present transactions (transactions over the phone, by mail or online).
- (119) Cardholders may report trips abroad through the following channels:
- a) by telephone via the Bank Card HelpDesk service or via the Central Information Line,
 - b) in writing
 - ba) by email to informacio@otpbank.hu or
 - bb) in the OTP Chat service available on OTP Bank Plc's website, or
 - bc) for retail debit cards: a mailbox message in the OTPdirekt internet service or
 - bd) for retail forint debit cards: a mailbox message in the OTP InternetBank and OTP MobilBank service, or via the Chat service.
- (120) To report this information, Cardholders will need to supply the following data:
- a) the Cardholder's name,
 - b) the numbers of the cards the Cardholder wishes to use (if the notification is reported by email, only the card types and the last 4 digits of the card numbers),
 - c) the duration of the trip,
 - d) the countries where the Cardholder expects to use the card:
 - da) the countries to which they expect to travel,
 - db) the countries through which they expect to travel,
 - e) a telephone number where the Cardholder may be reached during the trip.
- (121) The card may be used abroad for Card present transactions, where the card or the device carrying the card details are physically present (e.g. purchases at merchant POS terminals, cash withdrawal) if
- a) the card bears the Mastercard or VISA logo and
 - b) the card setting on use abroad does not prevent this, i.e. the setting is
 - ba) use permitted globally or
 - bb) use permitted in the EU.

These Business Regulations enter into force on *2 October 2023*.

The Debit Card Business Regulations *announced on 14 June 2023 and effective from 17 July 2023* shall be repealed simultaneously with the entry into force of these Business Regulations.

Budapest, *28 September 2023*

OTP Bank Plc.