

# **DEBIT CARD BUSINESS REGULATIONS**

# III. Business Debit Cards

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

**OTP Bank Plc.** 

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#### INTRODUCTORY PROVISIONS

The provisions in Part I on General Provisions in the Debit Card Business Regulations shall be applied to the business debit cards with the following derogations:

#### I. DEFINITIONS

### **3D Secure Code**

A code generated by the Bank which, when entered on an online payment platform – together with the TeleCode of the card – confirms that the person in question is the rightful Cardholder. The 3D Secure Code is sent by the Bank to the Cardholder's mobile device if the Contracting Party has requested the 3D Secure Code service to be set up.

- a) The online payment platform will display the Mastercard SecureCode / ID Check logo in the case of Mastercard cards or the Verified by VISA / VISA Secure logo in the case of VISA cards if the merchant uses the 3D Secure Code service.
- b) Entering the 3D Secure Code and the TeleCode together constitutes strong customer authentication.

Once set up, the 3D Secure Code service cannot be cancelled.

Effective from 1 January 2021, the use of the 3D Secure Code will be mandatory at merchants who

- a) use the card acquiring services of a payment services provider within the European Union or
- b) use the card acquiring services of a payment services provider outside the European Union but employ the 3D Secure Code service.

On or after 1 January 2021, the Bank will allow online purchases with the above merchants only with cards for which the 3D Secure Code service has been set up.

### Restriction(s) on use abroad

Geographical restrictions on card use apply only to Card present transactions, where the card or the device carrying the card data are physically present. The Contracting Party may set up the following restrictions on the card:

- a) the card may be used only in Hungary,
- b) the card may be used only in Europe, i.e. the member states of the European Union and the following European countries: Albania, Andorra, Bosnia and Herzegovina, United Kingdom, North Macedonia, Iceland, Liechtenstein, Monaco, Montenegro, Norway, San Marino, Switzerland, Turkey and Ukraine,
- c) the card may be used globally, without geographical restrictions.

Restriction(s) on use abroad cannot be set up for Virtual Customs Cards.

#### Limits for business debit cards

The minimum and maximum values of the limits that may be set for the cards are included in the prevailing Announcement related to the given card. The limits may be changed by the Contracting Party.

#### Cash withdrawal limits

#### **ATM** cash withdrawal limit

The amount of cash that may be withdrawn from ATMs during a single day.

## POS cash withdrawal limit

The amount of cash that may be withdrawn from POS terminals during a single day.

### Aggregate cash withdrawal limit

The amount of cash that may be withdrawn from POS terminals and ATMs during a single day.

#### Purchase limits

## **Purchase limit**

The amount of money that can be spent during a single day on purchases requiring authorisation:

a) if no virtual limit has been set up for the card, the following may be transacted up to the purchase limit:

- aa) purchase transactions with Card present, i.e. where the card or the device carrying the card data is physically present: purchases at merchants' POS terminals and ATMs, and
- ab) Card not present purchase transactions: purchases made over the phone, by mail or online,
- b) if a purchase limit and a virtual purchase limit are both set up for the card: the purchase limit will apply only to the Card present purchases.

### Virtual purchase limit

The amount of money that can be spent during a single day only on Card not present purchases made over the phone, by mail or online and requiring authorisation.

## **Customs payment limit**

A limit only for Virtual Customs Cards. The amount of money that can be spent, requiring authorisation, during a single day on OTP Bank's online customs payment page.

#### Contactless card limit

The upper limit of the amount that may be spent in contactless transactions, only for purchases at POS terminals, by default without CVM verification, accepted in a given country. The Bank is entitled to use CVM verification also for authorising contactless transactions not exceeding the Contactless Card limit amount. With CVM verification, contactless transactions may be carried out over the Contactless Card limit as well. To authorise a contactless transaction at an ATM, the Bank always conducts a CVM check.

The Contactless Card limit amount applicable in Hungary is specified in the prevailing Announcement applicable to the given card.

## Logos for business debit cards

#### Mastercard

It indicates the following globally:

- 1. Cash withdrawal from
  - a) ATMs,
  - b) a POS terminal in a branch,
  - c) a cash point at a point of sale.
- 2. Payment for purchases
  - a) in person at a POS terminal, ATM and imprinter,
  - b) over the phone, by mail or online.

## **Mastercard Unembossed**

Mastercard logo, applied on non-embossed cards. It indicates the following globally:

- 1. Cash withdrawal from
  - a) ATMs,
  - b) a POS terminal in a branch,
  - c) a cash point at a point of sale.
- 2. Payment for purchases
  - a) in person at a POS terminal and ATM,
  - b) over the phone, by mail or online.

## **OTP Bank**

At the Bank's own Points of Acceptance it indicates the following:

- 1. Cash withdrawal from
  - a) ATMs,
  - b) a cash point at a point of sale.
- 2. Payment for purchases
  - a) in person at a POS terminal and ATM,
  - b) over the phone, by mail or online.
- 3. Cash deposits at ATMs operated by the Bank and suitable for this purpose.

## Radial sign (formerly: PayPass or payWave symbol)

It indicates the following globally:

1. At contactless-enabled POS terminals:

- a) Contactless payment for purchases.
- 2. At contactless-enabled ATMs:
  - a) contactless purchases (pl. utility bills payment, phone top up),
  - b) contactless cash withdrawal,
  - c) contactless cash deposit,
  - d) contactless balance check.

#### VISA

It indicates the following globally:

- 1. Cash withdrawal from
  - a) ATMs,
  - b) a POS terminal in a branch,
  - c) a cash point at a point of sale.
- 2. Payment for purchases
  - a) in person at a POS terminal, ATM and imprinter,
  - b) over the phone, by mail or online.

#### **TeleCode**

The TeleCode is a three-digit password that serves the safety of cardholder data and protects the customer against unauthorised transactions and access in the following cases:

- a) when shopping online, if
  - aa) the 3D Secure Code has been set up for the card and
  - ab) the cardholder specified a TeleCode when applying for the card or has modified the default TeleCode.
- b) making customs payments with a Virtual Customs Card,
- c) using the OTPdirekt automated telephone service and
- d) using the OTPdirekt telephone assistance service.

The default TeleCode for business debit cards is the last 3 digits of the card account number.

After collecting the card, Cardholders are required to change the default TeleCode in their own best interest.

### II. PROVISIONS RELATED TO THE CONTRACT

#### **II.1 Conclusion of the Contract**

- (1) The Bank may enter into an Contract with the Contracting Party if
  - a) they comply with the conditions applicable to contracting, published in the prevailing Announcement belonging to the given card, and
  - b) the Bank finds the customer's financial standing satisfactory.

The Bank will not conclude a bank card agreement if it is clearly stated in the company documents (e.g. in the deed of foundation) that disposition over the payment account is not separate but joint.

- (2) The business debit card associated with the Card Account (hereinafter: Card) may be a Card fulfilling financial and personal identification functions. The Virtual Customs Card is only suitable for paying customs duties and other non-community taxes and dues; it cannot be used for other financial transactions.
- (3) In respect of the Contract
  - a) the Contracting Party is the Account Holder. The Contracting Party may make representations via their registered authorised representatives.
  - b) The Cardholder is a natural person authorised by the Contracting Party in the Data Sheet.
- (4) The Contracting Party can specify in the Contract the type of the Card belonging to the given Account, the Cardholder using the Card and the restrictions on the use of the Card. Only 1 business debit card per card type may be requested for the same Account per Cardholder.
- (5) Completed by the Contracting Party and signed by their authorised representatives, the Business Card Contract and the Data Sheet for the card (hereinafter jointly: the contract documents) shall be sent to the Home Branch. The sending of the contract form to the Bank qualifies as a unilateral

request for proposal by the Contracting Party; accordingly, it generates no obligation for the Bank to conclude the contract.

- (6) The contract documents together constitute and, with documents constituting inseparable parts thereof, regulate the legal relationship concerning the Card.
  - a) The Business Card Contract (hereinafter: Contract) regulates the legal relationship between the Contracting Party and the Bank.
  - b) The Data Sheet regarding the card (hereinafter: Data Sheet) regulates the legal relationship between the Contracting Party, the Cardholder and the Bank.
  - c) Where a VISA Gold Business Card, Mastercard International Business Card or Mastercard Business Foreign Currency Card is requested, the Bank will request an Authorisation from the Contracting Party for collection from the Contracting Party's accounts with other banks; the Bank may waive this in individual cases.
  - d) in the case of Cardholders who cannot write, are unable to write, cannot read or are unable to read, the "Addendum to Business Card Contract for Cardholders who cannot / are unable to write" or "Addendum to Business Card Contract for Cardholders who cannot / are unable to read", signed by the persons authorised to represent the Contracting Party and by the Cardholder. Cardholders who cannot write, are unable to write, cannot read or are unable to read shall append their initials to the Data Sheet, the "Addendum to Business Card Contract for Cardholders who cannot / are unable to write" or "Addendum to Business Card Contract for Cardholders who cannot / are unable to read" and also to the card; alternatively, they shall sign these with the help of an amanuensis in the presence of witnesses to confirm the same.
- (7) Subject to notifying the Cardholders, the Contracting Party may authorise more than one Cardholder and may modify or revoke such authorisations by recording that instruction in the Data Sheet.
- (8) Prerequisites for the validity of the Contract
  - a) the authorised representatives of the Contracting Party sign the Contract and the Data Sheet,
     and
  - b) the Cardholder signs the Data Sheet.
  - c) The Cardholder's signature on the Data Sheet is considered by the Bank as a specimen signature rather than a prerequisite for the validity for the Data Sheet.
- (9) After receiving the contract forms, the Home Branch
  - a) will deem the amendment invalid if it contains erroneous, incomplete, uninterpretable, controversial or unfeasible provisions and will forthwith inform the Contracting Party to this effect, or will
  - b) validate the amendment by signing it.

#### (10) Pursuant to the Contract

- a) the Contracting Party bears full liability to the Bank for the behaviour of the Cardholder,
- b) the Bank is not party to the disputes between the Cardholders and Contracting Party or among the Cardholders,
- c) a natural person who is only a Cardholder may not make valid representations regarding the Contract, therein especially its amendment or termination,
- d) the Bank shall send all information and requests regarding the Card to the Contracting Party; informing the Cardholders is the responsibility of the Contracting Party.
- (11) Within 10 banking days of receiving the completed and duly signed contract forms, the Bank will check compliance with the contractual conditions and conduct the procedure related to the assessment of the customer's financial standing, based on which
  - a) it will sign the contract, or
  - b) it is entitled to refuse to conclude the Contract without offering an explanation, of which it will forthwith notify the applicant.
- (12) The Contract enters into force when signed by the Bank and remains in effect for an indefinite term.
  - a) The Contract is drawn up in two original counterparts, one of which is supplied by the Bank to the Contracting Party.

- b) The Data Sheet is drawn up in three original counterparts, two of which are supplied by the Bank to the Contracting Party in view of its information obligation provided for in Paragraph (10) d).
- (13) When ordering a business debit card at the branch, the prospective Cardholder may specify a PIN code of their choice for the card at the POS terminal. If no PIN code is specified, a PIN code will be generated. The PIN will not be stored.
- (14) Certain bank cards are automatically supplemented with the accident insurance and assistance services of Groupama Biztosító Zrt. The range of debit cards with insurance is included in the prevailing Announcement on "GB680 accident insurance and Assistance services integrated in bank cards issued by OTP Bank Plc.".
- (15) By applying for the Card, the Contracting Party automatically applies for the Bank Card Accident Insurance service for the Cardholder as Insured Party.
- (16) By applying for the Bank Card Accident Insurance, the Contracting Party makes a proposal to Groupama Biztosító Zrt. for the conclusion of a Bank Card Accident Insurance contract in accordance with the Bank Card Accident Insurance terms and conditions explained to them. By indicating the insurance proposal, the Contracting Party authorises the Bank to act on the Cardholder's behalf upon the occurrence of an insurance event and provide Groupama Biztosító Zrt. with their personal data processed by the Bank, where necessary for the insurance policy, such as name, mother's name, place and date of birth, residential address, telephone number, card number, card issue date, card expiry date, card blocking date, card termination date. This authorisation classifies as a request for disclosure of bank secrets as defined in Section 161 (1) (a) of Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises.
- (17) The Cardholder as Insured Party acknowledges that if they want to specify a person as beneficiary other than the heir upon their death, they may do so in a written declaration addressed to Groupama Biztosító Zrt.

## **II.2 Contract amendment**

- (18) The Contract may be amended
  - a) by a unanimous bilateral declaration of common will, by completing the Bank's dedicated standard forms and appending the signatures of the authorised representatives, or
  - b) unilaterally by the Bank. Unilateral contract amendment is governed by the provisions of Part I on General Provisions in these Business Regulations.
- (19) After the amendment takes force, the legal relationship established in the Contract shall be governed by the provisions of the amendment.

## II.2.1 Bilateral contract amendment by mutual agreement

- (20) Bilateral amendments may be initiated by the Contracting Party and the Bank alike.
- (21) The Contracting Party can submit the form containing the requested amendment, and signed by the authorised representatives, to the Home Branch. If the form is sent to a branch other than the Home Branch, the receiving branch shall forward it immediately to the Home Branch. The Bank bears no responsibility whatsoever for any delay resulting from this.
- (22) A Contract amendment may be requested
  - a) using the Amendment of Business Card Contract form (hereinafter: Contract Amendment) if the amendment concerns the Business Card Contract, i.e. the Contracting Party, or in the
  - b) Data Sheet, if the amendment concerns the Data Sheet, i.e. the Cardholder and the Card.
- (23) Prerequisites for the validity of the Contract Amendment
  - a) the authorised representatives of the Contracting Party sign the Contract Amendment or the Data Sheet, and
  - b) the Cardholder signs the Data Sheet.

- (24) After receiving the contract amendment forms, the Home Branch
  - a) will deem the amendment invalid if it contains erroneous, incomplete, uninterpretable, controversial or unfeasible provisions and will forthwith inform the Contracting Party to this effect, or will
  - b) validate the amendment by signing it.
- (25) The valid amendment shall take effect
  - a) at the time specified by the parties or, in the absence thereof,
  - b) when it is signed by the Bank.
- (26) The Bank supplies
  - a) one original copy of the Business Card Contract Amendment signed by it and
  - b) two original copies of the Data Sheet
  - to the Contracting Party.

#### **II.3 Termination of the Contract**

- (27) The Contract may be terminated
  - a) by written mutual agreement on the date stipulated by the Bank and the Contracting Party,
  - b) in the event of cancellation by notice, upon the expiry of the notice period,
  - c) if the Contracting Party's independent right of disposal over the Account is restricted or terminated,
  - d) upon the expiry of the Account contract,
  - e) upon the Contracting Party's death or its dissolution without a legal successor, or the dissolution of the Bank without a legal successor.
- (28) In the event of the death of the Contracting Party, the provisions stipulated in the Account Contract shall prevail.
- (29) In the event of the Cardholder's death, the business debit card contract issued in the Cardholder's name will be terminated.
- (30) The Contract may be cancelled by a written statement sent to the other party. The notice period commences on the day when the statement containing the cancellation is received, which may be changed by the parties by bilateral contract amendment.
- (31) The Bank and the Contracting Party may cancel the Contract by
  - a) Ordinary notice: with 60 days' notice for the Bank, and with 30 days' notice for the Contracting Party, without offering an explanation, or
  - b) Extraordinary notice: with immediate effect
    - ba) upon a repeated or severe breach of contract by the Contracting Party or the Cardholder, or
    - bb) if the Bank fails to comply with the provisions of the Contract and of the documents forming an integral part thereof.
- (32) The Parties will regard it a severe breach of contract if the Contracting Party or the Cardholder
  - a) uses a given service not in accordance with its intended purpose,
  - b) violates software copyrights,
  - c) attempts to circumvent the security or encryption system of a given service.
- (33) The Bank shall be entitled to terminate the Contract with immediate effect
  - a) in the specific cases defined in the Business Regulations and other documents forming an integral part of the Contract and
  - b) if it is notified that the Contracting Party is subject to
    - ba) a bankruptcy or liquidation proceeding, if the Contracting Party is a business enterprise,
    - bb) a debt resolution proceeding, if the Contracting Party is a municipality or a municipal agency.

- (34) The Contracting Party may cancel the Contract in person at the Home Branch. Following the date of cancellation of the Contract, the Contracting Party shall forthwith return to the Bank all the Cards related to the Card Account. Should the Contracting Party fail to return the Card to the Bank, the Bank will block the Card.
- (35) The Contracting Party may cancel the Contract free from any fees, charges or other payment obligations.
- (36) If the termination or cancellation is initiated by the Contracting Party, the written legal statement must be signed by the authorised representatives of the Contracting Party.
- (37) Simultaneously with the termination of the Contract, the documents forming integral parts thereof shall also become void without a separate legal declaration of the parties.
- (38) After the termination of the Contract,
  - a) the card may no longer be used,
  - b) upon the termination of the Contract, the parties shall settle accounts with regard to their mutual claims outstanding in relation to the terminated legal relationship,
  - c) upon the cancellation or termination of the Contract, the Bank shall only be entitled to prorated amounts equivalent to the service(s) actually provided in accordance with the contract.
- (39) Upon the termination of the contract, it is the responsibility of the Contracting Party to arrange for the cancellation of their Card number at all service providers to which they provided it earlier.

#### **III. CARD-RELATED PROVISIONS**

### III.1 Issuance of the Card

- (40) Based on the Contract and the prevailing Announcement applicable to the given card, the Bank, subject to charging
  - a) an annual card fee, or
  - b) card issuance fee
  - delivers the personalised Card to the Cardholder by the deadline specified therein.
- (41) The annual Card fee is debited by the Bank upon issuance and then annually on the card issuance anniversary date (in the month of expiry).
- (42) The Bank debits the card issuance fee only upon the production of the Card.
- (43) The Card is personalised; its holder is the Cardholder authorised by the Contracting Party.
- (44) The Card will bear the name of both the Contracting Party and the Cardholder; this will be the name specified in the Data Sheet, subject to a maximum length of 20 characters. The Cardholder's name appearing on the Card may only differ from that featured in the Cardholder's personal identification documents if the latter exceeds 20 characters; such deviations may only be permitted for purposes of abbreviation. The Bank refuses to accept liability for card acceptance if the name appearing on the card cannot be matched unambiguously to that featured in the Cardholder's personal identification documents.
- (45) The Bank will deliver the Card to the Cardholder by the deadline stated in the prevailing Announcement applicable to the given card.
- (46) Based on the Bank's notification, the Card may be collected
  - a) by the Cardholder in person,
  - b) a person with the Contracting Party's one-off written authorisation for this purpose, or
  - c) the Contracting Party.

- (47) The Card may be collected in the corporate or municipal account managing branch specified at the time of applying, except in the case of Mastercard Unembossed Business Cards requested in an online account opening process.
- (48) The Bank will send new Mastercard Unembossed Business Cards requested in an online account opening process by mail to the Cardholder's name and the Contracting Party's mailing address if the future Cardholder has entered a PIN code for the card at the POS terminal when ordering the card in a branch. The Bank will not send the PIN code by post; if the PIN has not been entered successfully, the card and PIN code produced can be collected in the account manager branch. The fee for delivery by mail is published in the prevailing Announcement applicable to the given card.
- (49) The authorised person and the Contracting Party may collect the Card only at the branch.
- (50) One-off authorisations only entitle the authorised person to perform the actions indicated therein subject to the specified restrictions. The Contracting Party may issue a one-off authorisation signed by its authorised representatives, which should authorise the collection of both the card and the PIN code. The requirements pertaining to the form and content of the authorisation are included in OTP Bank Plc's prevailing General Business Regulations.
- (51) If the Card and the PIN code are issued to an authorised person or the Contracting Party, all responsibility for the Card and the PIN code shall transfer to the Contracting Party once the authorised persons have signed the receipt. The authorised person and the Contracting Party are entitled to sign the receipt only and not the Card.
- (52) When collecting the Card at a branch, from an authorised person or the Contracting Party –, the Cardholder must
  - a) sign the Card in the correct place, using the same name as shown on the front of the Card, except in the case of Virtual Customs Cards, which are not produced in physical form, and
  - b) check the data on the Card or, in the case of the Virtual Customs Card, in the card envelope. In the event of a failure or faulty performance of the above, the Cardholder shall be responsible for all unauthorised transactions performed with the Card.
- (53) The Card is inactive when first produced; after collecting it, the Cardholder may activate it via the following channels:
  - a) at the branch, with the help of a branch employee, or
  - b) at OTP's HUF ATMs, in the "Card activation" menu item or with the first transaction that requires a PIN code. or
  - c) in the "Card activation" menu item of the OTPdirekt automated telephone service:
    - ca) Mastercard Unembossed Business Cards: via the identification of the Cardholder at the Bankcard HelpDesk,
    - cb) other cards: specifying the last 10 digits of the card number and the TeleCode, or
  - d) at the POS terminal of a Merchant, through the first purchase transaction that requires a PIN,
  - e) in the "Bank card detail inquiry and modification" menu item in the OTPdirekt internet service, if the Contracting Party has a contract for OTPdirekt internet services and accesses the card account thereunder as a cardholder user.
  - f) Virtual Customs Cards may be activated only via the following channels:
    - fa) at the branch, with the help of a branch employee, or
    - fb) via the OTPdirekt automated telephone service, in the "Card activation" menu item, by specifying the last 10 digits of the card number and the TeleCode, or
    - fc) in the "Bank card detail inquiry and modification" menu item in the OTPdirekt internet service, if the Contracting Party has a contract for OTPdirekt internet services and accesses the card account thereunder as a cardholder user.
- (54) If the Card including the card envelope with the card data in the case of a Virtual Customs Card is not collected after the notification by email or SMS, the Bank
  - a) will charge a custody fee for each new commenced month,
     aa) will be scrapped 225 calendar days after production in the case of Mastercard Széchenyi
     Cards and Mastercard Agricultural Széchenyi Cards, after which a new card may be applied for,
     ab) will be scrapped 3 months after production in the case of all other business debit cards; after
     this a new card may be applied for,

- b) the Bank will have the right to cancel the Contract for the relevant Card with immediate effect ba) will be scrapped 225 calendar days after application in the case of Mastercard Széchenyi Cards and Mastercard Agricultural Széchenyi Cards,
  - bb) after the expiry of 3 months in the case of all other business debit cards.
- (55) The Card is the property of the Bank, and the Cardholder may only use it for its designated purposes.
- (56) The Card is non-transferable, it may not be transferred by the Cardholder for the use of another person, and it may not be pledged or deposited as collateral.

## III.2 Validity, renewal and destruction of the Card

- (57) The Card is valid up to the 24th hour on the last day of the validity period indicated on its front or in the case of Virtual Customs Cards in the card envelope.
- (58) The Card is valid for 3 years, with the following exceptions: Mastercard Széchenyi Cards and Mastercard Agricultural Széchenyi Cards are valid for 1 year.
- (59) 15 working days prior to the expiry of the Card, the Bank will provide the Cardholder with a renewed card based on the Contract, if
  - a) the financial assessment of the Contracting Party has not changed,
  - b) the Contracting Party does not cancel their Card at least 30 days prior to expiry date, and
  - c) the predecessor card is of active status until the 30th day prior to the expiry (a card delivered in inactive status should be activated and should not be blocked).
  - d) If the conditions in items a) through c) are not met, the Bank will have the right to cancel the Contract for the relevant Card with immediate effect.
- (60) The Contracting Party may cancel the production of a renewed card by signing the Data Sheet in the Home Branch no later than on the 30th day before the expiry of the Card.
- (61) Upon the expiry of a Mastercard Széchenyi Card and Mastercard Agricultural Széchenyi Card, the Bank will not provide a renewed card to the Cardholder automatically.
- (62) If the card is replaced, the PIN code and the TeleCode of the predecessor (expiring) card will automatically remain valid for the renewed card.
- (63) Renewed cards produced to replace an expiring Card must be collected at the branch.
- (64) If the renewed card is not collected after notification from the Bank, the Bank
  - a) will scrap the produced and unclaimed renewed card 3 months after production; after this a new card may be applied for,
  - b) shall be entitled to terminate the Contract with immediate effect after three months from the date of the issuance of the renewed card.
- (65) The Cardholder must return the Card in their possession without delay to the Bank, upon the Bank's notice to this effect.
- (66) The Cardholder shall destroy or invalidate the Card in their possession in the following cases:
  - a) the Contract has been terminated and the Card is still with the Cardholder,
  - b) the Cardholder has collected the renewed card but still has the previous Card as well,
  - c) the Card has expired and is still with the Cardholder.
- (67) The Card should be invalidated by destroying it physically (cutting or punching through the magnetic stripe, the chip and the card data such as card number, expiry date and CVC2/CVV2) to ensure that no data can be retrieved from it. An exception is the Virtual Customs Card, which is not produced in physical form and is invalidated by blocking the card.
- (68) The Bank undertakes no liability for damages arising out of the Cardholder's failure to invalidate the Card.

### III.3 Blocking or suspending a card

- (69) The Card may be blocked on instructions of the Contracting Party, the Cardholder or the Bank.
- (70) The Contracting Party has the right to request the blocking of all the Cards on the Card Account, while the Cardholder only of their own Card. A Replacement Card ordered due to blocking is provided against a Replacement Card fee.
- (71) The communication of card blockage requests by the Contracting Party and the Cardholder is the responsibility of the person initiating the blockage. The Bank shall not be liable for losses due to a failure to serve such notification.
- (72) The Bank is entitled to block the Card
  - a) if any complaints are received in relation to a Card Transaction initiated over the phone, by mail or online.
  - b) if it learns that the Card has been lost, stolen or misused, and the Card has not been blocked.
  - c) if the Contracting Party or the Cardholder fails to comply with the provisions of the Contract and the effective laws.
- (73) In the interest of the Cardholder's security, the Bank is entitled to restrict, unilaterally, the use of the Card in part or in whole, if fraud is suspected to have been committed or may be committed with the Card. The Bank informs the Cardholder or the Contracting Party on the temporary suspension of the card usage due to the aforementioned reasons within the shortest possible time after the suspension, at the phone number specified them. If unable to reach the Contracting Party, the Bank will inform them in a letter sent on the next working day. In order to clarify the circumstances of the restriction, reset the Card for use or definitively block the Card, the Cardholder should seek assistance from the Bankcard HelpDesk.
- (74) The Bank will also suspend the Card if it is forced to prohibit payments on the Contracting Party's account for the duration of administrative measures brought in accordance with the effective laws (e.g. administrative payments, court order to make payment, attachment, etc.) prior to other payment orders and of queuing based on the law or on the contract concluded with the Account Holder.
- (75) If the Card is lost or stolen, or unauthorised transactions (initiated without the customer's consent or authorisation) are performed, the Contracting Party or the Additional Cardholder shall immediately request the blocking of the Card. The Bank may report the theft or fraud to the police if the Contracting Party or the Cardholder fail to do so.
- (76) The Cardholder shall forthwith notify the Bank and block the Card, if they notice that
  - a) the Card, or
  - b) the PIN code, TeleCode, CVV2 or CVC2 code, expiry date, necessary for the use of the Card, or
  - c) other similar identification data of the Card have been obtained by an unauthorised third party.
  - . , ,
- (77) Blocking takes effect after the Bank has received the relevant notification. Blocking may be reported
  - a) at the Bank
    - aa) in person in any branch during office hours,
    - ab) by telephone in any branch during office hours,
    - ac) using the OTPdirekt automated telephone service,
    - ad) via the Bankcard HelpDesk,
    - ae) in the "Bank card detail inquiry and modification" menu item in the OTPdirekt internet service, if the Contracting Party has a contract for OTPdirekt internet services and accesses the card account thereunder as a cardholder user, and
  - b) by contacting the member banks of the international card organisations in compliance with their rules.
- (78) The following information shall be required to have a card blocked:
  - a) the Cardholder's name,

- b) the Card number or Card Account number,
- c) specifying the reason for the blocking,
- d) the fact of administrative measures taken, if any, and
- e) the Bank may ask for other data from the person requesting the blocking of the Card.
- (79) The Bank shall immediately notify the Contracting Party of the blocking effected by it.
- (80) If such a Card is recovered after blocking by the Contracting Party or the Cardholder, the Card shall be either returned to the Bank or destroyed immediately. The Bank shall not be liable for any damages due to failure to comply with the above provisions.
- (81) The blocking of business debit cards including Virtual Customs Cards must not be released.

## III.4 Withdrawing a card

- (82) Withdrawn or retained Cards may be returned to the Cardholder, if
  - a) the withdrawal or retention was not due to a blocking, or the blocking was released by the Bank
  - b) the Card has not been invalidated and
  - c) no replacement card has been ordered.
- (83) A withdrawn or retained Card may only be returned to the Cardholder, to a natural person authorised by the Contracting Party in writing or to the Contracting Party. Cards may be personally received by the authorised persons upon presentation of the adequate identification documents and signing a document certifying receipt of the returnable Card in the Home Branch.
- (84) Cards recovered after blocking must be invalidated in accordance with paragraphs (66) and (67).

### III.5 Replacement card

- (85) The Bank shall provide the Cardholder with a Replacement Card, if
  - a) the Card is unsuitable for its designated purpose,
  - b) the Contracting Party or the Cardholder has blocked the Card, the Contracting Party satisfies the contractual requirements,
  - c) the Cardholder's or the Contracting Party's name has changed,
- (86) In the cases listed in the paragraph above, the Replacement Card shall be requested separately. A Replacement Card may be requested by the Cardholder and the authorised representatives of the Contracting Party signing the Data Sheet at the Home Branch. The Bank will process the application automatically if the necessary conditions are fulfilled.
- (87) The Replacement Card will be issued subject to charging the Replacement Card fee specified in the prevailing Announcement applicable to the given card, unless the Replacement Card is applied for because the Card is unfit for its intended purpose.
- (88) The Replacement Card replaces the original Card. The Replacement Card is issued with a new PIN code. When requesting a replacement business debit card in the branch, the Cardholder may choose a PIN code at the POS terminal. The PIN will not be stored. The Bank recommends, for security reasons, that the PIN code for the replacement card should not correspond to the PIN code of the blocked card. If no PIN code is specified, a PIN code will be generated.
- (89) The TeleCode and expiry date of the predecessor replaced Card will be automatically valid for the Replacement Card. If the Cardholder specified a TeleCode when ordering a Replacement Card, the Replacement Card will work with the TeleCode specified at the time of ordering, and not the TeleCode of the predecessor replaced Card.
- (90) The Replacement Card must be collected at the branch. If the old Card is still active when the Cardholder hands it over to the Bank upon collecting the Replacement Card, the Bank will invalidate the old Card.
- (91) If the Replacement Card is not collected after notification from the Bank, the Bank

- a) produced and unclaimed Replacement Cards and the PIN code belonging to the card aa) will be scrapped 225 calendar days after production in the case of Mastercard Széchenyi Cards and Mastercard Agricultural Széchenyi Cards, after which a new card may be applied for, ab) will be scrapped 3 months after production in the case of all other business debit cards; after this a new card may be applied for,
- b) the Bank will have the right to cancel the Contract for the relevant Card with immediate effect ba) will be scrapped 225 calendar days after application in the case of Mastercard Széchenyi Cards and Mastercard Agricultural Széchenyi Cards,
   bb) after the expiry of 3 months in the case of all other business debit cards.

## III.6 Applying for a new PIN code

- (92) The Bank will issue a new PIN code only for cards in active status if the Cardholder has forgot their PIN code, and only up to the 60th day before the expiry of the card. The issuance of the new PIN code entails the charging of the new PIN code application fee specified in the prevailing Announcement applicable to the given card.
- (93) A new PIN code may be requested by the Cardholder and the authorised representatives of the Contracting Party signing the Data Sheet at the Home Branch. The Bank will process the application automatically if the necessary conditions are fulfilled.
- (94) The Bank will provide the Cardholder with the new PIN code within 15 working days from the application. Based on the Bank's notification sent by post or communicated by telephone, the new PIN code may be collected by
  - a) by the Cardholder in person,
  - b) a person with the Contracting Party's one-off written authorisation for this purpose in accordance with paragraph (50), or
  - c) the Contracting Party.
- (95) The new PIN code may be collected in the corporate or municipal account managing branch specified at the time of applying. Authorised persons and the Contracting Party may collect the Card only at the Home Branch.
- (96)If the Card and the PIN code are issued to an authorised person or the Contracting Party, all responsibility for the Card and the PIN code shall transfer to the Contracting Party once the authorised persons have signed the receipt.
- (97)If the new PIN code is not collected, the Bank will scrap the produced and unclaimed new PIN code
  - a) 225 calendar days after production in the case of Mastercard Széchenyi Cards and Mastercard Agricultural Széchenyi Cards, after which a new PIN code may be applied for,
  - b) after a period of 3 months in the case of all other business debit cards; after this a new PIN code may be applied for.
- (98)After the receipt of the new PIN code, the Cardholder must immediately activate it with the card belonging to the new PIN code at an OTP forint ATM, by selecting the "PIN code activation" menu item. The PIN code cannot be used without activation.
- (99)The old PIN code cannot be used from the first working day after registering the request for the new PIN code.

## III.7 Use of the Card

- (100) The Cardholder may use the Card to pay for services and goods and to withdraw cash at authorised points of acceptance in Hungary and abroad, depending on the card type and in accordance with the rules specified in the Contract.
- (101) The Cardholder may use the Card to pay only for goods and services actually provided. The Cardholder is identified by checking
  - a) the Card and the signature corresponding to the name shown on the Card, or
  - b) the PIN code, or

- c) the signature and the PIN code together, or
- d) the data on the chip.
- In addition, for the purpose of identifying the Cardholder, the merchant may also prescribe the presentation of identification documents. Card payments shall be performed in compliance with the rules of the acquiring bank. In accordance with the contract concluded with its bank, the merchant is obliged to accept all Cards belonging to the international Card Organisations indicated by it.
- (102) The Cardholder is only entitled to use the Card for its intended purposes; the Bank assumes no responsibility for losses incurred by the Cardholder or any third person on account of the improper use of the Card.
- (103) The Cardholder shall check that the data in the Transaction slip correspond to the facts. The Cardholder shall sign the transaction slip in the same manner as indicated on the Card (with the exception of ATM transactions and as set out in the following paragraph), and use the PIN code for Transactions that require the use of a PIN code. By signing the slip or using the PIN code, the Cardholder acknowledges that the Transaction has been performed in line with the Cardholder's intention and with the content specified on the slip.
- (104) At certain points of acceptance, if the terminal asks for a PIN code, a signature is no longer required; in this case the slip will bear the text "Valid without a signature".
- (105) One copy of the Transaction Slips is for the Cardholder to keep. The Cardholder shall keep the Slips and all the documents related to Card use and, when required, make them available to the Bank in compliance with the relevant statutory and other regulations.
- (106) The Cardholder may only use the Card at ATMs and points of acceptance where the logo indicated on the Card is displayed and acceptance is not otherwise limited in the contract concluded with the Bank.
- (107) The Cardholder shall take any and all reasonable measures to prevent the loss or theft of the Card. The Cardholder shall store the Card and its PIN code separately and safeguard both with utmost care. By signing the Data Sheet, the Cardholder undertakes not to disclose the codes PIN, TeleCode related to the Card or write them on the Card or on any object kept together with the Card; if they do so, it will be at their own risk.
- (108) The Cardholder is obliged to use the Card as specified in the Contract and, in order to ensure the safety of personal security elements PIN code, TeleCode or any other code, e.g. the 3D Secure Code that are required for the use of the Card, exhibit conduct as would be reasonably expected of them under the given circumstances; in particular, they shall forthwith notify the Bank, if they notice that
  - a) the Card is no longer in their possession (safekeeping) or has been stolen,
  - b) the Card or the card data, and the codes necessary for its use (PIN code, TeleCode, 3D Secure Code) and other data (expiry date, CVC2/CVV2) were obtained by an unauthorised third party,
  - c) the illegal or unauthorised use of their Card.
- (109) The Bank shall consider the transactions performed in possession of the PIN code, the 3D Secure Code or the TeleCode as transactions performed by the Cardholder in accordance with the contract.
- (110) The branch, the post office teller or the merchant are entitled to retain the Card, and the ATM will withdraw the card (and simultaneously reject the transaction) in the following cases:
  - a) based on the Bank's instruction, or
  - b) if any doubts arise in respect of personal identity, or
  - c) the repeated incorrect entry of the PIN code for a predefined number of times in the case of transactions where the Bank checks the correctness of the PIN code.

The Bank does not publish the permitted number of attempts.

(111) In the case of purchase transactions initiated with Cards equipped with a chip, where the correctness of the PIN code is checked by the chip on the card, the Bank is entitled to suspend the Card after a specific number of failed attempts with the PIN code. The suspension may be released

- with any PIN-based (cash withdrawal, balance check, PIN code replacement) transaction at ATMs with chip technology.
- (112) The Card can be used in accordance with its intended purpose based on its financial function.
- (113) Pursuant to its financial function, the Card can be used as a cashless payment instrument for the execution of bank card Transactions in compliance with the provisions of these Business Regulations.
- (114) Given its personal identification feature, the financial function of the Card allows it to be used for personal identification when the Cardholder intends to withdraw cash at a branch using the Card.
- (115) The Card can also be used for purchasing other services of the Bank (OTPdirekt services etc.).
- (116) The detailed rules pertaining to the use of the Card are included in Section III.9 "Permitted card transactions".

## III.8 Card limits and other settings

- (117) Cash withdrawal and purchase limits and other settings may be used to restrict the use of the Card.
- (118) Limits and other settings for business debit cards (except Virtual Customs Cards):
  - a) ATM cash withdrawal limit,
  - b) POS cash withdrawal limit,
  - c) aggregate cash withdrawal limit,
  - d) purchase limit,
  - e) virtual purchase limit,
  - f) restrictions on use abroad and
  - g) 3D Secure Code and the associated mobile telephone number.
- (119) Only a customs payment limit may be set up for Virtual Customs cards.
- (120) The minimum and maximum limits for business debit cards are included in the prevailing Announcement applicable to the given card.
- (121) Only the Contracting Party may determine the limits on the Card, and only at the home branch, specifying it in the Data Sheet
  - a) when concluding the Contract, or
  - b) after concluding the Contract, by a bilateral contract amendment.
- (122) If the Contracting Party specifies no limit upon concluding the contract, the Bank will automatically apply and set up the basic limit specified for the given card in the prevailing Announcement.
- (123) Limits and other settings (including the mobile telephone number for the 3D Secure Code) will enter into force immediately after the modification. The last limit and other settings will be in force at all times.
- (124) Modifications of the restrictions on card use abroad are subject to a transaction fee published in the prevailing Announcement applicable to the given card.

### III.9 TeleCode

- (125) By default, the TeleCode for a business debit card will be the last 3 digits of the card account number if
  - a) the cardholder did not specify a TeleCode when ordering the card, or
  - b) the cardholder was unable due to technical reasons to specify a TeleCode when ordering the card.

- (126) The changing of the TeleCode may be requested only by the cardholder
  - a) at a POS terminal in a branch, with the help of a branch employee,
  - b) at an OTP forint ATM,
  - c) in the "Bank card detail inquiry and modification" menu item in the OTPdirekt internet service, if the Contracting Party has a contract for OTPdirekt internet services and accesses the card account thereunder as a cardholder user,
  - d) via the OTPdirekt automated telephone service, with the latest TeleCode of the card.

### III.10 Permitted card transactions

### III.10.1 Common rules

- (127) Cards may be used, subject to the Transaction fees stipulated in the prevailing Announcement applicable to the given card (for transactions other than those performed to provide the funds for the card or to make cash deposits at ATMs accepting instant deposits), for
  - a) cash withdrawal.
  - b) payment for purchases,
  - c) depositing cash at POS terminals,
  - d) balance checks,
  - e) changing the PIN code,
  - f) purchase transactions at ATMs.
  - g) the use of OTPdirekt services,
  - h) customer identification.
- (128) The fees for the following card transactions are set out in the following Announcements:
  - a) transactions to provide cover for the card: the prevailing Announcement applicable to the card account of the person initiating the transaction,
  - b) the prevailing Announcement applicable to the given card account in the case of deposits at ATMs accepting instant deposits,
  - c) payments at an ATM accepting prompt deposits to third-party accounts, i.e. accounts other than the card account: the prevailing Announcement on payments into accounts other than the card account underlying the card used for the deposit at the ATM.
- (129) The authorisation centre of the Bank shall reject Transactions forwarded to it if
  - a) the Card was blocked or cannot be used for other reasons, and
  - b) with the exception of cash deposits, the Transaction amount exceeds ba) the balance of the Card Account, or
    - bb) the limits set for the Card.
- (130) The balance of the Card Account is the disposable positive balance recorded in the Bank's Card Account management system, also considering the credit lines related to the Card Account, if any.
- (131) If several Cards belong to a single Card Account, the balance thereof will be changed by any Transaction initiated with any of the Cards.
- (132) The Bank will automatically post to the Card Account the Transactions performed with the Card as well as the charges, costs and other items related to the Card. The accounting rules that differ from the provisions of the relevant statutory regulations and other rules imposed on the Bank are specified in the Contractual Terms and Conditions.
- (133) It is the obligation of the Contracting Party to provide the funds, on a continuous basis, on the Card Account for the settlement of Transactions performed with the Card, and for the related fees, charges and other items, in accordance with the Contract. If no sufficient funds are available on the Card Account, the Bank shall proceed in line with the provisions of the relevant contracts and other regulations.
- (134) Cash withdrawals and purchases made with the Card shall be booked within 3 banking days after the Bank obtaining knowledge thereof.

- (135) The Cardholder may not withdraw the payment order or payment transaction made with the Card unless the amount was not specified at the time of the payment order or the payment transaction.
- (136) The Bank is entitled to make corrections regarding its own erroneous credit and debit entries, without the need for specific instructions on the part of the Contracting Party. It shall send to the Contracting Party a correction note, specifying the cause of the correction.

### III.10.2 Cash withdrawals

- (137) The Card may be used for cash withdrawal
  - a) from ATMs,
  - b) at POS terminals in a branch,
  - c) at cash points at a point of sale.
- (138) Cash withdrawals using the Card are not possible at domestic OTP branches.
- (139) Transactions initiated at branch POS terminals are deemed cash withdrawals.
- (140) Cash may be withdrawn up to the balance of the Card Account, not exceeding the cash withdrawal limit.
- (141) The currency of the cash withdrawal is always defined by the rules of the given country; in Hungary, cash may be withdrawn with a card from ATMs, in a branch or at a cash point in forints. Exception: euros may be withdrawn from euro ATMs operated by OTP.
- (142) Cash may be withdrawn from ATMs, at branches and cash points in the official currency in use at the location of withdrawal.
- (143) At present, the post offices of the Hungarian Postal Service qualify as cash points in Hungary.
- (144) Branches other than the home branch may limit the amount of cash that may be withdrawn by card.
- (145) Cash withdrawals at contactless-enabled ATMs may also be performed as contactless transactions, but always with CVM checking.
- (146) Cash withdrawals are not permitted with a Virtual Customs Card.

## III.10.3 Payment of consideration (payment for purchased goods/services)

- (147) The Card may be used to pay for purchases
  - a) in person at a POS terminal and, with suitable cards, via an imprinter,
  - b) at ATMs,
  - with Cards suitable for this purpose, in the case of orders made over the phone, by mail or online.
- (148) Payments for purchases may be made up to the balance of the Card Account or the purchase limit specified in the Contract:
  - a) if no virtual limit has been set up for the card, the following may be transacted up to the purchase limit:
    - aa) purchase transactions with Card present, i.e. where the card or the device carrying the card data is physically present: purchases at merchants' POS terminals and ATMs, and
    - ab) Card not present purchase transactions: purchases made over the phone, by mail or online.
  - b) if a purchase limit and a virtual purchase limit are both set up for the card:
    - ba) purchase transactions up to the purchase limit may be carried out as Card present, i.e. where the card or device carrying the card data is physically present: purchases at merchants' POS terminals and ATMs, and
    - bb) Card not present purchase transactions may be carried out up to the virtual purchase limit: purchases made over the phone, by mail or online.

- (149) In the case of payment for purchases, pre-authorisation is also possible.
- (150) Certain purchase transactions may be performed at the forint ATMs operated by the Bank, the detailed conditions of which are included in the prevailing Announcement applicable to the given card.
- (151) Procedure for transactions performed with VISA cards at automated petrol stations, in accordance with the rules prescribed by the VISA international card organisation:
  - a) In the case of transactions performed in Europe, the forint equivalent of the amount selected by the Cardholder is reserved on the card account. If the amount selected by the Cardholder is not available on the card account, the Bank shows the disposable balance in the pre-authorisation response, which can be accepted or rejected by the Cardholder. If accepted, the available balance is reserved on the card account.
  - b) Outside Europe, the forint equivalent of USD 100 will be reserved on the card account for chip transactions and USD 75 for non-chip transactions, irrespective of the amount selected by the Cardholder.

The reservation is released when the definitive transaction amount is debited.

- (152) In compliance with the requirements of the Mastercard International Card Organisation, where a Card present purchase transaction with a Mastercard card is initiated, and provided that the merchant supports this functionality, the purchase may be paid in part with the card and in part otherwise (e.g. in cash or with a different card) if the balance on the card account does not cover the full amount of the purchase transaction. The Bank shows the balance available for purchases in the authorisation response, which can be accepted or rejected by the Cardholder. If accepted, the available balance is debited to the card account.
- (153) Virtual Customs Cards may be used only to pay customs on the internet.

# III.10.3.1 Payment for purchases in the case of orders submitted over the phone, by mail or online

- (154) As per the amendment to Act XXXIV of 1991 on the Organisation of Gambling Activities, effective as of 1 July 2023, the Bank will reject all debits and credits related to internet gambling bets placed at any point of acceptance outside of Hungary.
- (155) This Transaction can be performed by specifying the Card number and expiry date, as well as other data requested by the Merchant, in compliance with the rules of the international card organisations and the acquiring bank that is the contractual partner of the Merchant.
- (156) Effective from 1 January 2021, the use of the 3D Secure Code and the TeleCode, or the approval of the transaction via the Contracting Party's OTPdirekt SmartBank service, will be mandatory at merchants that
  - a) use the card acquiring services of a payment services provider within the European Union or
  - b) use the card acquiring services of a payment services provider outside the European Union but employ the 3D Secure Code service.

The Bank will reject purchases initiated at such a merchant if during the purchase

- c) the 3D Secure Code and/or the TeleCode are incorrect or are not provided, or
- d) the transaction is not approved via the Contracting Party's OTPdirekt SmartBank service, or
- e) the TeleCode entered is the default one.

In deviation from the above and in compliance with applicable law, the Bank may decide not to apply the procedures set out in this paragraph and authorise the purchases after the card details have been entered.

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 service.

(157) Orders on goods / services may be cancelled or received / used in compliance with the relevant customs and other regulations, the rules applicable to the Bank, and the rules defined by the Merchant.

- (158) This is a virtual Transaction, as neither the Cardholder nor the Card is present. In the course of such Transactions, no point of acceptance shall be entitled to request
  - a) a PIN code in the case of online purchases,
  - b) a PIN code and a TeleCode in the case of purchases by telephone or letter.
- (159) If the Cardholder provided their card number for a subscription contract and they no longer wish to use the subscription, or they have blocked their card, they shall forthwith cancel the subscription or settle it otherwise with the relevant service provider.
- (160) The Bank does not assume any responsibility for the data specified by the Cardholder when placing orders.
- (161) In the case of items registering as internet purchases, the floor limit of the online transactions performed with the Card is zero forints, i.e. all internet purchases are authorised. During the authorisation, the Bank rejects any uncovered items.
- (162) Payments arising from the unauthorised use of the Card shall be cancelled upon the Contracting Party's request and the amount paid as a result of such transaction will be credited to the Card Account.

## III.10.3.2 Contactless payment for purchases

- (163) At POS terminals of merchants accepting contactless cards, the contactless transactions performed up to the Contactless card limit are authorised, by default, without the identification of the Cardholder with a CVM check. Contactless transactions for amounts above the contactless card limit may be carried out with a CVM check, except for the following: it is not mandatory to enter the PIN code when paying for travel fare or parking at an unattended terminal.
- (164) In the case of contactless transactions, the issuance of a Transaction slip is optional; thus the point of acceptance issues the cardholder's transaction slip at the Cardholder's request.
- (165) A special, non-modifiable Contactless card limit is linked to the Contactless Card, restricting the contactless transactions, the value of which is included in the prevailing Announcement applicable to the given card.

## III.10.4 Cash deposit

- (166) The Card may be used for depositing cash
  - a) at ATMs accepting instant deposits operated by the Bank in the territory of Hungary, and
  - b) at POS terminals in OTP branches in Hungary and the post offices of the Hungarian Postal Service.
- (167) Cash deposits at contactless-enabled ATMs may also be performed as contactless transactions, always with CVM checking.
- (168) Virtual Customs Cards and Mastercard Business Foreign Currency Cards may not be used for depositing cash.

### III.10.4.1 Cash deposits at ATMs accepting instant deposits

- (169) Using a business forint debit card and the PIN code, cash may be paid in, without using an envelope,
  - a) to the card account or
  - b) to a third-party account, i.e. a payment account or savings account with OTP Bank, as specified by the cardholder during the payment transaction, to which deposits at a branch cash desk is also allowed. The accounts excepted are set out in the prevailing Announcement on payments into accounts other than the card account underlying the card used for deposits at ATMs.

- (170) The deposited amount will be immediately available on the bank account for executing payment transactions (available balance), but it will be booked to the account, with the date of the deposit as value date, only on the banking day following the deposit at the earliest.
- (171) Coins are not accepted for deposit at ATMs, only forint banknotes. It is not permitted to bind, staple or stick together the banknotes to be deposited.
- (172) If the banknotes deposited are suspected to be counterfeit, the ATM will retain the suspected counterfeit banknotes and print a retention slip. The depositing of genuine banknotes will continue. If the National Bank of Hungary (MNB) inspects and finds the suspected counterfeit banknote to be valid, the amount of the banknote will be retroactively credited to the Card Account.
- (173) The maximum amount of cash that may be deposited in a single transaction
  - a) is contained in the prevailing "Announcement on the Tariffs Applicable to the Distribution of Banknotes and Coins".
  - b) forint banknote quantities: maximum 200 banknotes or fewer may be placed in the ATM, depending on the condition of the banknotes.
- (174) With deposits to a third-party account, if the intended deposit amount
  - a) is smaller than the sum of the banknotes placed in the ATM and found to be genuine by the ATM: the intended deposit amount is credited to the third-party account and the variance to the card account. The fees for crediting the variance are set out in the prevailing Announcement on payments into accounts other than the card account underlying the card used for deposits at ATMs.
  - b) and the sum of the banknotes found by the ATM to be genuine differ by more than HUF 20,000, the deposit transaction will be aborted.

## III.10.4.2 Depositing cash at POS terminals

- (175) This Transaction can be performed with the use of the Card and the PIN code.
- (176) Only HUF may be deposited at the POS terminals installed in OTP branches in Hungary and the post offices of the Hungarian Postal Service.
- (177) The deposited amount will be immediately available on the bank account for executing payment transactions (available balance), but it will be booked in accordance with the following:
  - a) if deposited at a branch, it will be booked on the day of the deposit but no later than on the banking day following the deposit, with the date of the deposit as value date.
  - b) if deposited at a post office, it will be booked at the earliest on the banking day following the deposit, with the date of the deposit as value date.

## III.10.5 Balance checks

- (178) Subject to a transaction fee published in the prevailing Announcement applicable to it, Cards with full OTPdirekt functionality can be used for card account balance checks at ATMs, via the OTPdirekt services and at POS terminals in the post offices of the Hungarian Postal Service or the branches of OTP Bank.
- (179) Virtual Customs Card cannot be used for balance checks at ATMs or at POS terminals in the post offices of the Hungarian Postal Service or the branches of OTP Bank.
- (180) In the case of balance checks performed with euro debit cards at OTP's forint ATMs, OTP branch and post office POS terminals, the balance of the Card Account will be displayed in forints, calculated at the first FX sell rate quoted by OTP on the day of the balance check.
- (181) In the case of balance checks performed with forint debit cards at OTP's euro ATMs, the balance of the Card Account will be displayed in euros, calculated at the first FX buy rate quoted by OTP on the day of the balance check.

(182) Balance checks at contactless-enabled ATMs may also be performed as contactless transactions, always with CVM checking.

### III.10.6 Changing the PIN code

- (183) At ATMs operated by the Bank and suitable for this purpose, the Cardholder may change the PIN code of the Card to a 4-digit PIN code of their choice, subject to charging the transaction fee published in the prevailing Announcement applicable to the given card. The PIN code can be changed as frequently as the Cardholder wishes. However, in the two months preceding the expiry of the Card, the PIN code cannot be changed (the Cardholder's attention is called to this fact on the ATM screen).
- (184) The changed PIN code is carried over to the Renewed Card issued due to the expiry of the old card. Replacement Cards are supplied to the Cardholder with a new PIN code.

#### III.10.7 Purchase transactions available at ATMs

- (185) At ATMs operated by the Bank, cards may be used for performing transactions offered by the ATM and qualifying as purchase transactions as published in the prevailing Announcement applicable to the given card (e.g. settlement of public utility bills, top-up of SIM cards).
- (186) Purchases at contactless-enabled ATMs may also be performed as contactless transactions, always with CVM checking.
- (187) No purchases at ATMs may be performed with a Virtual Customs Card.

## III.10.8 Transactions performed to provide cover for the card

- (188) No transaction for providing cover for the card may be initiated with:
  - a) Mastercard Business Foreign Currency Cards,
  - b) Mastercard Széchenyi Cards,
  - c) Mastercard Agricultural Széchenyi Cards and
  - d) Virtual Customs Cards.
- (189) Cards unsuitable for receiving transactions performed to provide cover for a card:
  - a) Mastercard Business Foreign Currency Cards.
- (190) Where a transaction is carried out between debit cards in order to fund the Card, the account underlying the beneficiary card may have a debit balance if the amount transferred is booked later than the debit(s) of the transaction(s) made against that amount.
- (191) The additional rules governing the transaction are set out in the prevailing "Commercial Banking OTPdirekt Business Regulations" and the prevailing "Announcement on OTPdirekt services rendered to commercial banking customers".

# III.11 Using the card for personal identification

## III.11.1 The basis of personal identification

- (192) By presenting the Card and the related code for an intended *cash deposit* in a branch, the Cardholder can confirm their personal identity equivalent to presenting an authentic instrument suitable for personal identification and a specimen signature of the Cardholder provided to the Bank.
- (193) The identification of the Cardholder takes place through the identification of the Card Account and the Account. The person of the Cardholder is identified with the Card issued by the Bank. If necessary, the Bank may examine the specimen signature provided by the Cardholder for the purposes of personal identification.
- (194) Personal identification by the Card is always free of charge.

(195) Personal identification is not possible with a Virtual Customs Card.

## III.11.2 Process of personal identification

- (196) If the Cardholder visits the Bank in person, they are identified primarily by their Card and its PIN.
- (197) Personal identification is done by showing a suitable public deed in the following cases:
  - a) if the Cardholder does not have the Card on them or the Cardholder expressly requires such identification.
  - b) if in the course of checking the customer's signature, the Bank's administrator is in doubt about the personal identity of the Cardholder,
  - c) if an authentic instrument for personal identification is required for the cash deposit,
  - d) the Card is provably unfit for proper use;
  - e) the Cardholder is unable to specify the PIN code of the Card.
- (198) Possession of the Card and the provision of the related PIN code — except for transactions made over the phone, by mail or online – unambiguously identify the Cardholder during the use of the Card. Identification using the Card does not authorise the Cardholder to give instructions relating to the account.
- (199) Personal identification in the branch is done in compliance with the rules specified by the Bank.
- (200) The Bank shall keep a copy of the Documentary Evidence of personal identification and handle it as provided for in the Cardholder's legal transaction / representation made on the basis of the identification.
- (201) The Bank's administrator may retain the Card, if
  - a) a) the POS terminal used for personal identification gives an instruction to this effect, or
  - b) despite their call to this effect to the Cardholder, the latter is unable to provide other authentic evidence of his identity.

### **IV. OTPdirekt SERVICES**

- (202) The services available with a business debit Card are governed by the prevailing "Commercial Banking OTPdirekt Business Regulations" and the prevailing "Announcement on OTPdirekt services rendered to commercial banking customers".
- (203) The following shall be added to the prevailing Announcement on OTPdirekt Services provided to Commercial Bank Customers in respect of business debit cards. The Contracting Party may select in the Data Sheet the Card's OTPdirekt automated telephone service functionality, which may be Complete or Reduced.
  - a) The Complete OTPdirekt functionality covers the following:
    - aa) general information,
    - ab) residual limit inquiries,
    - ac) card blocking,
    - ad) changing the TeleCode,
    - ae) card activation,
    - af) balance checks.
  - b) The Reduced OTPdirekt functionality covers the following:
    - ba) general information,
    - bb) residual limit inquiries,
    - bc) card blocking,
    - bd) changing the TeleCode,
    - be) card activation.
  - c) The Reduced OTPdirekt functionality must not be reduced any further.
- (204) The Bank makes its OTPdirekt telephone assistance service available only to customers who have cards with full OTPdirekt authorisation on their payment accounts, subject to the conclusion of a separate OTPdirekt contract.

- (205) Pursuant to authorisation from the Contracting Party in the OTPdirekt contract, the Cardholder shall be entitled to use the OTPdirekt telephone assistance service.
- (206) Virtual Customs Cards and Mastercard Business Foreign Currency Cards may only be used to access the Reduced and the Complete functionality of the OTPdirekt automated telephone service.

### V. SPECIAL PROVISIONS APPLICABLE TO VIRTUAL CUSTOMS CARDS

- (207) The Virtual Customs Card is a virtual card with the OTP logo, which is not produced in physical form. The Virtual Customs Card data are contained in the card envelope. The card data are as follows:
  - a) Cardholder's name,
  - b) Contracting Party's name
  - c) Card number,
  - d) Expiry date: month/year.
- (208) There is no PIN code for the Virtual Customs Card.
- (209) Virtual Customs Cards may be used only to pay customs online, using OTP Bank's online customs payment platform. Online customs payments with the Virtual Customs Card are deemed purchase transactions.
- (210) The Contracting Party accepts OTP Bank, being the operator of the online customs payment platform, as a reliable beneficiary
  - a) when ordering a new Virtual Customs Card, by signing the Data Sheet constituting a part of the Business Card Contract,
  - b) in the case of a Virtual Customs Card issued to replace a customs card, by collecting the Virtual Customs Card and executing the first customs payment transaction.
- (211) Customs payments may be made up to the balance of the card account.
- (212) The authorisation centre of the Bank shall reject Transactions initiated with a Virtual Customs Card and forwarded to it if
  - a) the Virtual Customs Card is not in active status,
  - b) the Transaction amount exceeds the balance of the card account or the customs payment limit on the card, or
  - c) the Cardholder initiated the transaction outside OTP Bank's online customs payment platform.

# VI. SPECIAL PROVISIONS ON DEDICATED ACCOUNTS FOR CARD TURNOVER

- (213) Being an account associated with the Card, the Dedicated Account for Card Turnover (hereinafter: Dedicated Account) is subject to the Contracting Party's unrestricted disposal rights and serves the sole purpose of administering and settling transactions with the Card. Regarding the Dedicated Account, the Bank acts in compliance with the payments legislation in force and other mandatory regulatory documents applicable to the Bank.
- (214) Pursuant to the Contract, the Bank opens a Dedicated Account in forints and/or in euros, as per the Contracting Party's instruction; this account is managed in connection with the Payment Account.
- (215) The Bank pays the Contracting Party sight deposit interest on the positive sight balance on the Dedicated Account at the rate defined in the prevailing Announcement on Payment and Dedicated Accounts; the interest is credited to the Dedicated Account.
- (216) The opening, keeping, cancellation, termination and the terms and conditions of Dedicated Accounts as well as the settlement of the fees and charges on transactions on the Dedicated Account and the interest payable on the balance are governed by the provisions of the prevailing

Announcement applicable to the Contracting Party and his Payment and Dedicated Accounts as well as the provisions of the prevailing Business Regulations.

- (217) On the instruction of the Contracting Party, a Payment Account of the Contracting Party in the same currency may be set up with the Dedicated Account as the cost-bearing account and/or interest settlement account.
  - a) If a cost-bearing account is set up, fees and charges will be accounted for as follows:
    - aa) the fees and charges on the Dedicated Account that are payable upon the due dates set out in the prevailing Announcement on Payment and Dedicated Accounts will still be accounted for on the Dedicated Account.
    - ab) the fees and charges on the Dedicated Account that are payable retrospectively according to the prevailing Announcement on Payment and Dedicated Accounts, i.e. on the last working day of the month/quarter, will be settled on the Payment Account set up as cost-bearing account,
    - ac) the fees and charges on any business debit cards on the Dedicated Account (including any fees for card transactions) will be settled on the Payment Account set up as cost-bearing account.
  - b) If an interest settlement account is set up, the interest payable on the balance of the Dedicated Account will be settled on that Payment Account.
  - c) The provisions regarding the cost-bearing account of OTPdirekt contract fees and the setting up of that account are available in the prevailing "Commercial Banking OTPdirekt Business Regulations".
- (218) The amounts of transactions (cash withdrawal, cash deposit to card account etc.) on the Dedicated Account with a business debit card are always settled on the Dedicated Account. With deposits to a third-party account, the amount deposited will be credited to the account specified by the cardholder.
- (219) Only the Contracting Party may make bank transfers out of the Dedicated Account and only to his own forint or currency Payment Account with the Bank. Collection orders pursuant to a letter of authorisation on the Dedicated Account will not be executed by the Bank.
- (220) To a Dedicated Account:
  - a) cash deposits may be made in the Bank's branches
     aa) using the Bank's deposit form in the case of forint and euro accounts, or
     ab) by instructing the branch employee verbally in the case of forint and euro accounts,
  - b) payment orders of any type and currency may be credited, and
  - via a cash deposit at ATMs accepting instant deposits
     ca) with the business debit card of the Dedicated Account,
    - cb) with a business forint debit card or retail forint debit card of a forint payment account held with OTP Bank.
- (221) In the event of a lack of funds on the Dedicated Account, the Bank will proceed as follows:
  - a) It will collect its claim first of all from the Payment Account.
  - b) If the balance on the Current Account is not sufficient for settling the debt, the Bank shall have the right to cancel the Business Card Contract and enforce its claim via the courts.
- (222) The Bank supplies the Contracting Party with account statements of the transactions on the Dedicated Account in accordance with the provisions of the prevailing Business Regulations on Payment Services on the format of documents.
- (223) In the event of the termination of the Dedicated Account Contract, the Bank will
  - a) block unreturned Cards as of the date of termination, and
  - b) settle on the Dedicated Account only the pending items received until the closing of that Account.
- (224) As calculated from the termination of the Contract, the Bank will
  - a) close the Dedicated Account within 1 day if the card on the Dedicated Account is a Virtual Customs Card, and

b) close the Dedicated Account within 30 days if the card on the Dedicated Account is any other business debit card.

On the day of the closing of the Dedicated Account, the Bank will transfer its closing balance to the Payment Account.

(225) In the event of the termination of the Contract, the balance on the Dedicated Account will be released in full after the closing of that Account.

These Business Regulations enter into force on 2 October 2023.

Budapest, 31 July 2023

OTP Bank Plc.