DEBIT CARD BUSINESS REGULATIONS

I. General provisions

Effective from: 1 October 2017
(amendments in the text are printed in italics)

OTP Bank Plc.
Activity licence number: resolution 983/1997/F of the Supervisory Authority for Hungarian Money and Capital Markets (27 November 1997)
Registered by the Court of Registry of the Metropolitan Court of Budapest under No. 01-10-041585
Registered office: 1051 Budapest, Nádor utca 16.
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INTRODUCTORY PROVISIONS

The scope of these Debit Card Business Regulation's Part I entitled General Provisions, Part II entitled Retail debit and Prepaid Cards and Part III entitled Business debit cards, hereinafter together: Business Regulations, covers the issuance of the retail forint- and foreign currency-denominated debit cards, prepaid cards and forint- and foreign currency-denominated business cards and the provision of the related services by the Bank to natural persons based on Section 3 (1d) 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 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 Multipoint Programme Regulations related to the Multipont cards,
   c) the Declaration on the general conditions of image uploads in relation to Personal cards,
   d) the Declaration on student legal relationship in relation to MCO ISIC cards,
   e) the Debit Card Business Regulations Part II, entitled Retail debit and Prepaid cards, in relation to the given legal relationship,
   f) the Debit Card Business Regulations Part III, entitled Business debit cards, in relation to the given legal relationship,
   g) the Debit Card Business Regulations Part I, entitled General provisions,
   h) Business Regulations on Payment services,
   i) OTP Bank Plc’s General Business Terms and Conditions,
   j) the General Contractual Terms and Conditions for the Use of OTP Bank’s OTPay Mobile application, in relation to the OTPay Mobile Application,
   k) Announcement on Retail forint-denominated cards,
   l) Announcement on Multipont cards,
   m) Announcement on Retail foreign currency-denominated cards,
   n) Announcement on Mastercard Private Bank Limited Edition cards,
   o) Announcement on Business debit cards,
   p) Announcement on Prepaid (Gift) cards in the case of contracts concluded before 1 March 2014,
   q) Announcement on Prepaid (Gift) cards in the case of contracts concluded after 1 March 2014,
   r) Announcement on Prepaid Maestro PayPass cards,
   s) Announcement on WORLD JUDO TOUR Prepaid Card,
   t) Announcement on the Retail payment accounts (bank accounts) and debit cards – OKÉ 5, OKÉ 6, OKÉ 7 and OKÉ Junior,
   u) ANNOUNCEMENT on the commissions, fees and costs applicable to the forint business bank accounts and business debit cards, affected by the portfolio transfer based on the agreement between OTP Bank Plc. and AXA Bank Europe SA Hungarian Branch Office,
   v) Announcement of special conditions applicable to certain contracts,
   w) Announcement on the GB680 Accident Insurance and Assistance Services integrated in bankcards issued by OTP Bank Plc.,
   x) Addenda, containing travel insurance conditions, belonging to certain Cards,

The order in which the above items are listed also represents the order of interpretation when the legal relationship is determined.

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 Regulation 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 apply to the given legal relationship.
If the individual contract contains no provision for any 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 Conditions shall be applied.

2. Within the context of the legal relationship between the Bank and the Contracting Party, matters outside the scope of 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 by 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 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: 1054 Budapest, Szabadság tér 8–9.

I. DEFINITIONS

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

**ATM (Automated Teller Machine)**
A banknote dispenser machine used for cash withdrawals, in certain cases cash deposits, and other services.

**Bank**
OTP Bank Plc.
Head office: 1051 Budapest, Nádor u. 16., Hungary
Postal address: 1876 Budapest, Pf. 5.
Activity licence: resolution 983/1997/F of the Supervisory Authority for Hungarian Money and Capital Markets (27 November 1997)
Bankcard issuer licences are registered by the Magyar Nemzeti Bank.
Website: [http://www.otpbank.hu](http://www.otpbank.hu)

**Cash Point**
An Acceptance Point 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 Acceptance Point and given to the Cardholder certifying that the Transaction in question has been executed.

**Card-not-present transaction**
A virtual transaction taking place without the actual physical card, for only its details are required for completion.

**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. Therefore, should the credit event as specified in the Contract occur, the party ensuring protection shall pay the other party for the damages it has encumbered, against a certain fee.
For the purpose of these Business Regulations, as well as the Contract entered into by the parties, a swap transaction is an complex contract specifying the exchange of a financial instrument, usually comprising one spot contract and at least one futures contract, and generally results in the exchange of future cash flows.

For the purpose of these Business Regulations, as well as of 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.

**Replacement 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**
Provision of PIN code or signature necessary for the verification of the Cardholder.

**Acceptance Point**
All places where the financial function of the Card can be used for the intended purpose. Acceptance Points may include:
- branches,
- cash points,
- Merchant acceptance points,
- ATMs.

**Security code (CVV2 or CVC2code)**
A 3-digit number after the card number in the signature panel of certain cards, which needs to be entered when paying for internet, telephone, or postal orders.

**Pre-authorisation**
A form of Authorisation, which is not necessarily followed by a Transaction. This Authorisation is made for the anticipated Transaction amount, up to which the balance of the Card Account is blocked. The blocking
- does not debit the account; it is only intended to ensure that there are sufficient funds available to cover the Transaction,
- 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 merchant acceptance points: hotels, rent-a-car companies, air ticket sales, travel agents, etc.

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

**Contactless**
Contactless (formerly PayPass or payWave) purchase or purchase with cash withdrawal transaction performed by contactless cards.

**Contactless Card**
Cards with Maestro, Mastercard or VISA logo suitable for contactless transactions.

**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 the transaction carried out by the Cardholder approved, if during the transaction the Cardholder provided his PIN code and/or signed the transaction slip, and/or provided the card data, or tapped the card to the terminal in the case of contactless transactions. The card data necessary for the approval of the transaction is the Card number and expiry date. In addition, the acquiring bank
may request – at its discretion – the Card's CVC2 or CVV2 code, the Cardholder's name and address, etc.

**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.

**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 Bank areas open to clients 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 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 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 the International Card Association (MSZ ISO/IEC 7813 standard) (including the device or 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 bankcard Transactions as a non-cash payment instrument (financial function), and/or
b) identification of the Cardholder by the Bank (identification function), and/or
c) using other services introduced by the Bank.

**Cardholder**
The natural person that – based on the 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 belonging to the Card.

**Card issuance fee**
The one-off Card issuance fee includes the costs related to the production and personalisation of the Card.

**Card account**
For the purpose of accounting for the Transactions carried out by 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.

**Merchant Acceptance Point**
A commercial or service provider unit, being in contractual relationship with a Card issuer and accessing a Card issuance system, where the Card can be used for the settlement of cash consideration (consideration for goods and services). The methods of Card acceptance are defined in the Contract concluded between the Card Issuer and the respective Merchant Acceptance Point. (Card Acquiring Contract)
Limit
A restriction related to the number or amount, or to the number and amount of the Transactions. The limit types belonging to certain card types are included in Part II or III of the Business Regulations.

Cash withdrawal limit
The amount of cash that may be withdrawn during a single day.

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

Wallet limit
The upper bound of the amount that may be spent by contactless transactions, by default without CVM verification, accepted in a given country. The Bank is entitled to authorise the contactless transactions not exceeding the Wallet limit amount also by CVM verification. It is possible to carry out contactless transactions over the Wallet limit as well, subject to CVM verification. The limit amount is specified in the prevailing Announcement applicable to the given card.

Expiry Date
The date shown on the front of the Card, or in the case of webCARD, in the "Bankcard, credit cards/webCARD data" menu item of the OTPdirekt internet service, broken down to month/year (last two digits of the year). (e.g.: 02/20 = the Card expires on the last day of February 2020). The Card is valid until midnight on the last day of the month shown on the card.

Logo
The symbol related to the Card and designating the usage of the Card, which appears on the Card and at the Acceptance Point, where it indicates Card acceptance. The logos belonging to certain card types are included in Part II or III of the Business Regulations.

International Card Association
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.

On-line Transaction
A Transaction immediately communicated electronically to the Bank’s Authorisation Centre for Authorisation purposes and immediately assessed by the Centre. On-line Transactions may be performed with electronic (on-line) Cards and embossed (off-line) Cards.

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

On-us Transaction (own Transaction)
A Transaction performed with the Card at the Bank’s own Acceptance Point.

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 payment by Card possible by using the data stored on the magnetic media or the chip on the Card.

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

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
The entity that concludes the Contract with the Bank.

Contract
The following documents form integral part of the Contract:

a) individual contract
b) Part I General provisions, Part II Retail debit and Prepaid cards or Part III Business debit cards of the Debit Card Business Regulations,
c) Addenda, containing travel insurance conditions, belonging to certain Cards,
d) Announcements applicable to the given card,
e) Multipoint Programme Regulations related to the Multipoint cards,
f) Declaration on the general rules related to image upload applicable to Personal 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 settlement process carried out with the Merchant Acceptance Point.

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

Blocking
Based on the decision of the issuing Bank, the transaction amount is blocked on the account for a specific period, which reduces the available balance. The blocking remains in force for a period determined by the Bank or until the completion of the settlement of the transaction – the actual debiting of the account with the transaction amount – or the failure of the transaction.

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 rate of the fee, commission and other costs of the Contract and other contractual conditions, unilaterally.

(2) Introduction of new services, financial instruments and transactions falling within 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 Client that the continuous monitoring of the amendments and the effective wording of the Business Regulations and the related Announcements is highly recommended.

(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.
The Bank is entitled to amend the fees, commission, other costs and other conditions of the contract unilaterally, adversely for the Contracting Party, upon the ensuing of the following circumstances:

A) Changes in the legal or regulatory environment
   a) A change in legislation governing or related to the activities – closely and immediately affecting a debt relationship – or 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. tax) – which may have a close and immediate effect to debt relationships - , or in the rules pertaining to reserve requirement,
   c) Change in the mandatory deposit insurance amount or fee

B) Changes in money market conditions and in the macroeconomic environment
   a) Changed cost of funds / borrowing on the money market, including, but not limited to:
      aa) Change in Hungary’s credit rating,
      ab) Changes in the country risk premium (credit default swap),
      ac) Changes in the central bank’s base rate, as well as in its repo and deposit interest rates,
      ad) Changes in interbank money market interest rates / lending rates,
      ae) Shifts in swap yield curves – pertaining to bonds issued by the Hungarian Government or a given lender – in relation to one another,
      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 International Card Associations, including, but not limited to:
      ba) change in the card organisation fee structure
      bb) changes in the regulations pertaining to the tariffs of the card organisation

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.

Interest rates, fees, other cost and other conditions of the contract may only be modified by the Bank unilaterally, adversely for the client, 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.

The Bank shall publish the amendments – adverse for the client – affecting the fee, commission, other costs and other conditions of the contract, by at least two months before the effective date of the amendment in Announcements applicable to the given cards, displayed in its premises open for clients.

The client is entitled to terminate the contract free of charge before the effective date of the amendment, if the amendment of the fees or costs is adverse for him.

The Bank may unilaterally modify, adversely for the client, its contractual terms (not impacting the fees, commission and other costs) 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 exist:

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 Clients; modification, expansion, enhancement of services pertaining to an existing product, or the phase-out or discontinuation of a given product or service,

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.
The Bank will regard the Contract amendment accepted by the Contracting Party if no objection from the latter has been received by the Bank prior to the amendment’s effective date. The Contracting Party is entitled to terminate the Contract with immediate effect, free from any fee, cost or other payment obligation, until the day preceding the effective date of the amendment.

The regulation of the unilateral contract amendment in respect of the Mastercard Standard OKÉ, the Multipont Mastercard Premium OKÉ and the Mastercard Business OKÉ cards is supplemented by the provisions of the Announcement on the “Individual conditions affecting certain contracts”.

II.2 Automatic change in fees and costs

Compared to the figures as of 31 December of the previous year, contractual fixed-rate fees, commission 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, commission and charges entailed by the change in the annual consumer price index shall not qualify as unilateral modification 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.

Rounding rules applied by the Bank to the fees, commission and charges:

- Fees, commission and charges specified in forint
  - fixed amounts – minimum and maximum values – are rounded to whole amounts,
  - percentage amounts are rounded to two decimals.

- Fees, commission and charges specified in foreign currency
  - fixed amounts – minimum and maximum values – are rounded to two decimals,
  - percentage amounts are rounded to two decimals.

If the fees or charges applicable to the services, transaction or financial instrument 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.

Should the International Card Association amend the fees or charges burdening the Cardholder, or if the fee structure and the rules related to the tariffs of the card association are modified, or a new charge is introduced, the Bank is entitled to debit such modified fees and costs to the account.

For business considerations, the Bank is entitled to apply fees and costs that are more favourable for the Contracting Party in contrast to applying such changes in fees and costs automatically.

III. MISCELLANEOUS PROVISIONS

III.1 Provision of information, cooperation

Liaison between the Bank and the Contracting Party shall be made in writing

- sent by the Bank to the domestic mailing address specified by the Contracting Party,
- and sent by the Contracting Party to the mailing address of the Bank’s Home Branch.

In addition to the above, the Bank may provide information to the Contracting Party throughout the validity of the Contract in the following ways:
a) account statement sent to the domestic mailing address provided by the Contracting Party,
b) Announcement 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 e-mail provided by the Contracting Party,
e) via 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) in the case of clients using the online services of OTPdirekt, via the service mailbox.
h) Access to the Bank’s website is possible from any personal computer suitable for internet use.

(22) Methods of liaison in writing, available to the Contracting Party:
   a) letter sent to the mailing address of the Home Branch,
   b) email message (complaints, inquiries, suggestions) sent to informacio@otpbank.hu

(23) 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.

(24) The Account Statement
   a) indicates all 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.

(25) The Contracting Party shall promptly inform the Bank if he fails to receive the Account Statement by the 20th day after the closing date of the accounting period, or it is not available to him or if the Account Statement or the Card Account contains unauthorised transactions.

(26) By concluding the Contract, the Contracting Party gives his consent to
   a) the inclusion and management of the data provided by him on a voluntary basis in the Bank’s central debtor register,
   b) the Bank’s forwarding of any and all voluntarily provided data specified in the law to the central credit information system operated by credit data suppliers pursuant to the provisions of Act CXXII of 2011 on the Central Credit Information System,
   c) to the disclosure of his personal data, necessary for the collection of the debt outstanding toward the Bank, by the respective record-keeping organisations to the Bank, based on a written request to this effect.

(27) 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.

(28) The Contracting Party undertakes not to forbid the record-keeping organisations the disclosure of his 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.

(29) In respect of the personal data obtained in relation to the Contract, the Bank shall act in accordance with the provisions of Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information.

(30) All disputes arising between the Bank and the Contracting Party or the Cardholders shall be settled amicably. If the conciliation yields no result, the dispute can be settled through ordinary court procedure.

(31) The Bank is not a party to the disputes between the Contracting Party and the Cardholders, or the disputes among the Cardholders.
(32) From the effective date of the Contract, the Cardholder may use the Bank's OTPdirekt automatic telephone service and HelpDesk service for requesting information and assistance.

(33) In the case of underage Cardholders, i.e. below the age of 18, the information may be provided, in addition to the Cardholder, also to the legal representative, if the legal representative
a) is linked to the account as legal representative, or
b) is linked to the account as co-holder, or permanent proxy and can be identified as legal representative.

(34) In the course of their cooperation, the parties shall comply with the regulations pertaining to the prevention of money laundering and the financing of terrorism. Within this framework, the Bank shall proceed in compliance with the relevant statutory regulations and its internal regulations.

III.2 HelpDesk

(35) The HelpDesk is the Bank’s live voice Card customer service for Cardholders, open on a 24/7/365 basis.

(36) HelpDesk services:
   a) Provision of information
      aa) on the Cards issued by the Bank,
      ab) on the services related to Cards,
      ac) on Acceptance Points,
      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 service.

(37) The telephone and fax numbers of the HelpDesk are included in the Announcements applicable to the given cards.

(38) The telephone numbers of the Goldcard HelpDesk available for the holders of VISA Gold Business cards and Mastercard Private Bank Limited Edition cards, are included in the “Important phone numbers” booklet provided with the card.

(39) The use of the HelpDesk services is free of charge and fees.

III.3 Complaints

(40) The Contracting Party and Cardholder is entitled to file complaints, attaching the copy of the necessary documents, due to problems related to the legal relation created by the Contract, the Card provided by the Bank, the usage of the Card or the settled transactions.

(41) Complaints related to the settlement of transactions may only be filed by the Contracting Party.

(42) Complaints may be lodged:
   a) personally in any branch of the Bank during official hours; in this case the Bank shall make a copy of the form filled in connection with the complaint available for the person who lodges the complaint;
   b) in writing,
   c) over the phone via the OTPdirekt call centre service, or via the HelpDesk service,
   d) via the Internet (www.otpbank.hu/reklamacio or reklamacio@otpbank.hu).

(43) If the problem is related to blocked items, the legitimacy of the release of the blocking must be proven to the Home Branch (e.g. cash withdrawal slip, letter of the acceptance point on the permitted release of the blocking).
The Contracting Party and Cardholder shall make all documents supporting the justification of the complaint available for the Bank simultaneously with lodging the complaint. In the absence of such documents, the complaint will be rejected, and all related losses shall be borne by the Cardholder.

Complaints may be filed within 40 days from the closing date of the accounting period indicated on the account statement containing the disputed Transaction, or from the anticipated fulfilment date of the goods or services paid for. The anticipated fulfilment date must be proven and verifiable; accordingly the anticipated fulfilment date applicable to the goods or services paid for must be supported by documents by the Contracting Party/Cardholder. Complaints may be filed within 40 days from the date of the slip issued by the acceptance point on the returned goods or from the date of the written credit note issued by the acceptance point. Of the above deadlines the one expiring later in respect of the given complaint shall govern.

When the Account Holder or the Cardholder is unable to submit his complaint within the above deadline due to reasons beyond his control, the complaint may be submitted within a forfeit deadline of 13 months from the date of the disputed Transaction.

The deadline for complaint management shall be 30 days from the date of the complaint in the case of transactions performed by a Card issued by OTP in the OTP Bank’s acceptance network; and 360 days from the date of the complaint in all other cases, in compliance with the regulations of the International Card Associations.

Disputed transactions, already settled, will be credited by the Bank in advance within seven (7) working day following receipt of the complaint at the Bankcard Complaints Department, with the original value date. The crediting of such transactions may be deemed final only if, in the course of the complaint process, the Bank has verified the validity of the complaint and informed the Contracting Party to this effect in the manner specified by the Contracting Party when he filed the complaint. In the submission the Contracting Party may specify the form of the response by OTP Bank Plc's Bankcard Complaints Department to his complaint. The response may be requested by e-mail, traditional letter or via fax. The respective Card Account may not be terminated until such time as the complaint is investigated on the merits. Communication over the phone will be recorded.

If the complaint proves to be unwarranted, the disputed transaction will be charged to the Contracting Party's account with original value date.

The Bank shall not make advance credit entries, in the following cases:
   a) Transactions carried out with a stolen or lost Card prior to the blocking thereof,
   b) in the case of blocked items, and
   c) if there is an administrative procedure in progress in respect of the case.

If the Contracting Party initiates an interbank complaint procedure that the Bank deems unjustified, the costs charged by the International Card Associations shall be borne by the Contracting Party. Prior to launching a procedure, the Bank informs the Contracting Party on the anticipated cost of the procedure to be recharged to him.

If the complaint has already been rejected, a new procedure – additional information supporting the justification of the application – may be initiated within 15 days from receipt of the document that contains the rejection.

III.4 Liability

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 45,000 until the card is blocked.

The liability specified in paragraph (53) shall not be borne by the Contracting Party, if the loss was caused by a tailor-made procedure qualifying as cash substitute means of payment, using an IT equipment or telecommunication device or without the use of personal security elements – PIN
code or other code —, or if the Bank did not provide the Contracting Party with the opportunity to block the card.

(55) After block the card, the Bank shall be liable for the damages resulting from any unauthorised transactions (payments) carried out by the Card no longer in the possession of the Cardholder or by stolen Card, or arising from the unauthorised use of the Card.

(56) 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 the PIN code, mPIN and the TeleCode – prescribed by these Business Regulations, as result of which an actual or potential loss is incurred by the Contracting Party, the Cardholder or the Bank.

(57) 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 his obligations, specified
   a) in paragraph (151) of Part II of these Business Regulations, in the case of retail cards,
   b) in paragraph (111) of Part III of these Business Regulations, in the case of business cards,
by wilful conducts or gross negligence.

(58) The Bank shall make sure that the Contracting Party or the Cardholder can make the notification with regard to the blocking of the card any time.

(59) The Bank keeps records of the notifications, which ensure the proving of the date and content of the notifications for a period of 18 months.

(60) After the notification, the Bank must not execute any transaction (payment) made with the respective Card.

(61) The Bank is responsible for delivering the Card to the Cardholder. Any damages that may arise during the delivery of the Card to the Cardholder shall be borne by the Bank.

(62) 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.

(63) The Bank shall be liable for the non-completion of credit transfer 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.

(64) The Bank shall be liable for the execution of any transaction not based on an order placed by the Contracting Party.

(65) For events specified in paragraphs (63) and (64) above, the Bank shall cover all damages suffered by the Contracting Party.

(66) The Bank shall not be a party to any legal dispute between the Cardholder and the Acceptance Point unless it is directly related to the use of the Card. In such disputes, the Bank shall be entitled to provide the required information and data in compliance with the rules pertaining to bank secrets, the provisions of the Contract and the Cardholder's relevant written statement.

(67) At the Cardholder's request, the Bank shall give all reasonable assistance to the Cardholder to achieve a reassuring settlement of the dispute.

III.5 Fees and costs

(68) 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.
The rate of the fees, costs and other items related to the Card is included in the Announcements applicable to the given cards.

The fees, costs and other items charged in relation to the Card shall be accounted for when they are incurred. Provisions differing from this are included in the Announcements applicable to the given cards.

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.

If the Bank cooperates, upon the Contracting Party's request, in the procurement of the transaction slip, it may recharge the cost of this to the Contracting Party. The costs of procuring the slip are specified in the Announcements applicable to the given cards.

III.6 Authorisation and settlement of Transactions, exchange rates applied

III.6.1 Exchange rates of forint-denominated cards

Exchange rates used for transaction authorisation
a) Transactions carried out in forint are authorised in forint without changing the original amount.
b) Upon authorising transactions carried out in euro/US dollar, the Bank converts the euro/US dollar amount to forint 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 of Hungary and in Hungary not in forint/euro/US dollar, the original currency of the transaction is sent to the Bank by the Mastercard and VISA International Card Associations converted into forint, and this will be the amount that is authorised.

Exchange rates used upon the settlement of the debit transactions
a) In the case of transactions performed by Maestro, MasterCard and VISA cards outside of Hungary and in Hungary not in forint (except cash withdrawal transactions performed in euro ATMs operated by OTP Bank in Hungary, and the transactions carried out in OTP Bank's Hungarian network in euro and US dollar), the original currency of the transaction will be converted to euro by the International Card Association at its own exchange rate. The Bank will convert the amount settled by the International Card Association to forint at the first FX sell rate of the day, prevailing at the Bank on the settlement date applied by the Card Association.
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.

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 by Maestro, MasterCard and VISA cards outside of Hungary and in Hungary not in forint (except transactions carried out in OTP Bank's Hungarian network in euro and US dollar), the original currency of the transaction will be converted to euro by the International Card Association at its own exchange rate. The Bank will convert the amount settled by the International Card Association to forint at the first FX sell rate of the day, prevailing at the Bank on the settlement date applied by the Card Association.
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.

Exchange rates used upon the settlement of card fees and costs specified in euro and US dollar
a) The transaction fee determined in euro of cash withdrawals performed outside of Hungary by the card, is converted by the Bank to forint on the day of the settlement of the cash withdrawal
transaction by the international Card Association, at the first FX sell rate of the day, available at the Bank on the processing date.

b) The fee of Emergency services and cancellations, determined in euro or US dollar, is converted by the Bank to forint at the FX sell rate prevailing at the Bank at the time of posting the debit entry.

III.6.2 Exchange rates of euro-denominated cards

(77) Exchange rates used for transaction authorisation

a) Transactions carried out in euro are authorised in euro without changing the original amount.

b) Upon authorising transactions carried out in forint/US dollar, the Bank converts the forint/US dollar amount to euro 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 of Hungary and in Hungary not in forint/euro/US dollar, the original currency of the transaction is sent to the Bank by the Mastercard International Card Association converted into euro, and this will be the amount that is authorised.

(78) Exchange rate used upon the settlement of debit transactions carried out in Hungary in forint

a) In the case of cash withdrawal and purchase transactions carried out in the 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 Association is converted by the Bank to euro at the first OTP FX buy rate of the day, prevailing on the settlement date.

(79) Exchange rate used upon the settlement of debit transactions carried out outside of Hungary and in Hungary not in forint

a) In the case of cash withdrawal transaction performed at euro ATMs operated by OTP Bank and Transactions carried out in euro 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 dollar in OTP Bank’s Hungarian network will be converted first to forint at the first OTP FX sell rate of the day prevailing at the Bank on the transaction date, and then to euro.

c) The Transactions performed outside of Hungary and in Hungary not in forint (except cash withdrawal transactions performed in euro ATMs operated by OTP Bank in Hungary, and the transactions carried out in OTP Bank’s Hungarian network in euro and US dollar) are always received by the Bank in euro. If the original currency of the Transaction is not euro, the Mastercard International Card Association will convert the original transaction currency at its own exchange rate to euro and send the euro amount to the Bank.

(80) Exchange rates used upon the settlement of credit transactions (repossession of goods by the merchant or reversal, etc.) performed in Hungary in forint

a) In the case of purchase transactions carried out in the OTP Bank’s Hungarian network: 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 Hungarian networks: the amount settled by the Mastercard International Card Association is converted by the Bank to euro at the first OTP FX buy rate of the day, prevailing on the settlement date applied by the Card Association.

c) In the case of cash deposit made through ATMs operated by OTP Bank in Hungary: the first OTP FX sell rate of the day prevailing on the day of the deposit.

(81) Exchange rates used upon the settlement of credit transactions (repossession of goods by the merchant or reversal, etc.) performed outside of Hungary and in Hungary not in forint

a) In the case of Transactions carried out in euro in OTP Bank’s Hungarian network the amount of the transaction carried out in euro is credited to the euro-denominated foreign currency account underlying the Foreign Currency Card.

b) The Transactions carried out in US dollar in OTP Bank’s Hungarian network will be converted first to forint at the first OTP FX sell rate of the day prevailing at the Bank on the transaction date, and then to euro.
c) The Transactions performed outside of Hungary and in Hungary not in forint (except the transactions carried out in OTP Bank’s Hungarian network in euro and US dollar) are always received by the Bank in euro. If the original currency of the Transaction is not euro, the Mastercard International Card Association will convert the original transaction currency at its own exchange rate to euro and send the euro amount to the Bank.

III.6.3 Exchange rates of US dollar-denominated cards

(82) Exchange rates used for transaction authorisation
a) Transactions carried out in US dollar are authorised in US dollar without changing the original amount.
b) Upon authorising transactions carried out in forint/euro, the Bank converts the forint/euro amount to US dollar 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) Upon authorising Transactions performed not in forint/euro/US dollar, the original currency of the transaction is sent to the Bank by the Mastercard International Card Association converted into US dollar, and this will be the amount that is authorised.

(83) Exchange rate used upon the settlement of debit transactions carried out in Hungary in forint
a) In the case of cash withdrawal and purchase transactions carried out in the 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 euro by Mastercard International Card Association at its own exchange rate. The Bank will convert the amount settled by the Mastercard International Card Association at the first FX sell rate of the day to forint and then this amount will be converted to US dollar at the first FX buy rate of the same day prevailing at the Bank on the settlement date applied by the Card Association.

c) In the case of Transactions carried out in US dollar in OTP Bank’s Hungarian network, the amount of the transaction carried out in US dollar is debited to the US dollar-denominated foreign currency account underlying the card.

(84) Exchange rate used upon the settlement of debit transactions carried out in abroad and in Hungary not in forint
a) In the case of transactions performed abroad and in Hungary not in forint (except cash withdrawal transactions performed in euro ATMs operated by OTP Bank, and the transactions carried out in OTP Bank’s Hungarian network in euro and US dollar), the original currency of the transaction will be converted to euro by the International Card Association at the exchange rate applied by it. The Bank will convert the amount settled by the Mastercard International Card Association at the first FX sell rate of the day to forint and then this amount will be converted to US dollar at the first FX buy rate of the same day prevailing at the Bank on the settlement date applied by the Card Association.
b) The transactions carried out in euro ATMs operated in Hungary by OTP Bank and the transaction carried out in euro in OTP’s Hungarian network will be converted to forint at the first OTP FX sell rate of the date and then to US dollar at the first FX buy rate of the same day prevailing at the Bank on the transaction date.
c) In the case of Transactions carried out in US dollar in OTP Bank’s Hungarian network, the amount of the transaction carried out in US dollar is debited to the US dollar-denominated foreign currency account underlying the card.

(85) Exchange rates used upon the settlement of credit transactions (repossession of goods by the merchant or reversal, etc.) performed in Hungary in forint
a) In the case of cash withdrawal and purchase transactions carried out in the 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 euro by Mastercard International Card Association at its own exchange rate. The Bank will convert the amount settled by the Mastercard International Card Association at the first FX sell rate of the day to forint and then this amount will be converted to US dollar at the first FX buy rate of the same day prevailing at the Bank on the settlement date applied by the Card Association.

(86) Exchange rates used upon the settlement of credit transactions (repossession of goods by the merchant or reversal, etc.) performed not in forint in Hungary and outside of Hungary
a) In the case of transactions performed abroad and in Hungary not in forint (except transactions carried out in OTP Bank’s Hungarian network in euro and US dollar), the original currency of the transaction will be converted to euro by Mastercard at the exchange rate applied by it. The Bank will convert the amount settled by the Mastercard International Card Association at the first FX sell rate of the day to forint and then this amount will be converted to US dollar at the first FX buy rate of the same day prevailing at the Bank on the settlement date applied by the Card Association.
b) The transactions carried out in euro ATMs operated in Hungary by OTP Bank and the transaction carried out in euro in OTP Bank’s Hungarian network will be converted to forint at the first OTP FX sell rate of the day and then this amount will be converted to US dollar at the first FX buy rate of the same day prevailing at the Bank on the settlement date applied by the Card Association.
c) In the case of Transactions carried out in US dollar in OTP Bank’s network, the amount of the transaction carried out in US dollar is credited to the US dollar-denominated foreign currency account underlying the card.

IV. MISCELLANEOUS PROVISIONS

(87) Unless all valid Cards linked to the Card Account are invalidated or returned to the Bank upon call, the Contracting Party may not terminate the Card Account. 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 Substitute Card has been requested.

(88) If the Contracting Party wishes to terminate the Contract, but fails to return the Card despite the call to this effect, the Bank will block the Card and charge the card blocking fee specified in the Announcement applicable to the card to the Contracting Party.

(89) If the Card bears the logo of an International Card Association, the Bank shall proceed in line with the given organisation’s rules.

(90) Any prevailing Business Regulations shall enter into force on the day when the Announcement publishing the issuance or amendment thereof takes effect.

(91) The issues not regulated or not regulated differently 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.

(92) Disputes related to the Contract shall be governed by the laws of Hungary.

IV.1 Provisions related to the management of personal data

(93) 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 assessment of risk related to the Contracting Party, the Cardholder and other obligors. The obligors shall be entitled to familiarise themselves with all data managed by OTP Bank Plc. in connection with them.

(94) Purpose of managing the provided data: to certify the enforcement of rights and performance of obligations, enforcement of the data manager’s legitimate interests, settlement in compliance with the regulations of the Contract, risk analysis and assessment, liaising.

(95) Duration of data management: unless otherwise provided in statutory regulations, the end of the fifth year following termination of the legal relationship. OTP Bank Plc. is obliged to retain the personal data specified in Act CXXXVI of 2007 on the Prevention and Combating of Money Laundering and Terrorist Financing – in accordance with the provisions of the aforementioned Act – 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 court – for the period specified in the request, but for not more than 10 years.
(96) OTP Bank shall perform data management and processing within its own organisation. If data are handed over as part of outsourcing, in accordance with the stipulations of Act CCXXXVII of 2013 on credit institutions and financial enterprises, OTP Bank Plc. will indicate both the activities outsourced and the contractor performing them in their General Business Regulations.

(97) The data management rights of the Debtor and other obligors – including the remedies – shall be governed by the provisions of Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information.

V. SPECIAL SERVICES LINKED TO CERTAIN CARDS

V.1 Emergency services

(98) Subject to charging the fee for Emergency services, the Cardholder may resort to the following Emergency services:
   a) emergency cash withdrawal and
   b) emergency card substitution.

(99) The fee for emergency services is included in the Announcement applicable to the given card.

(100) Emergency cash withdrawal in respect of the given card is permitted only on one occasion.

(101) Upon an emergency card substitution, the validity of the emergency Card is limited as follows:
   a) it is valid for 1 month,
   b) it can be used only for cash withdrawal in the branch.

(102) Emergency services are available with the following cards:
   a) MasterCard Private Bank Limited Edition card,
   b) MasterCard Online ISIC card,
   c) MasterCard Online ISIC Junior card,
   d) MasterCard Foreign Currency card,
   e) VISA Gold Business card,
   f) MasterCard International Business card,
   g) MasterCard Unembossed Business card,
   h) MasterCard Széchenyi card,
   i) MasterCard Agricultural Széchenyi card,
   j) MasterCard Business Foreign Currency Card,
   k) MasterCard Business OKÉ card.

V.1.1 Resorting to emergency services

(103) The Contracting Party may resort to the emergency services, if
   a) he stays abroad, and
   b) his Card has been lost, stolen or withdrawn by an ATM, and the operator of the equipment refused to return the Card.

(104) Relying on the network built by the International Card Associations, the Emergency services can be used in any country of the world, except in Hungary.

(105) The Contracting Party may resort to the Emergency services as a temporary solution, therefore
   a) he must take immediate measures for the substitution of the lost or stolen Card,
   b) hand over the emergency Card to the Bank immediately after returning to Hungary.

(106) The Emergency services can be requested over the phone at the HelpDesk service:
   a) In the case of VISA Gold Business card and Mastercard Private Bank Limited Edition card at the Gold Card HelpDesk,
   b) in the case of other bankcards at the HelpDesk.
The client is informed of the relevant administrative procedure upon contacting the HelpDesk for the first time.

Use of the emergency services requires the Contracting Party to provide all information requested by the HelpDesk.

V.2 Travel insurance service

Pursuant to the contract concluded between the Bank and Groupama Biztosító Zrt. a Travel Guarantee Insurance belongs to the following cards:

a) MasterCard Private Bank Limited Edition card,
b) MasterCard International Business card,
c) MasterCard Business Foreign Currency Card,
d) VISA Gold Business Card.

The conditions of Travel insurance linked to the cards are included in the Addenda issued by Groupama Biztosító Zrt:

c) for the VISA Gold Business Card: "Addenda to the Debit Card Business Regulations on the Travel Guarantee Insurance belonging to the VISA Gold Business card" and "Information related to data and complaint management for the Travel Guarantee Insurance integrated in bankcards",

These Business Regulations enter into force on 1 October 2017.

The Debit Card Business Regulations, effective from 15 May 2017 and the Announcement about the ATMs providing instant cash deposit effective from 13 October 2016 shall be repealed simultaneously with these Business Regulations’ entry into force.

Budapest, 1 August 2017

OTP Bank Plc.