

This document is the English translation of the current Business Terms of OTP Széchenyi Leisure Card. The purpose of this document is to inform non-Hungarian speaking customers. Non-Hungarian speaking customers may only enter into a SZÉP Card contract in person at an OTP bank branch, where a witness have to explain the content of the contract to them in the language spoken by the customer.



**BUSINESS TERMS
ON THE ISSUANCE OF
OTP SZÉCHENYI LEISURE CARD**

OTP Pénztárszolgáltató Zrt.

Activity licence number: H-EN-I-532/2018
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CHAPTER I

INTRODUCTORY PROVISIONS

I.1 Scope of the Business Terms

1. These Business Terms include the general terms of conditions for executing financial services pursuant to Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises (hereinafter: Credit Institutions Act) and within that context the payment transactions as per Decree 76/2018 (IV. 20.) of the Hungarian Government on the rules of issuance and use of the Széchenyi Leisure Card (hereinafter: Government Decree) executed by OTP Pénztárszolgáltató Zrt.
2. Under Act CCXXXV of 2013 on certain payment service providers (hereinafter: Payment Service Providers Act), OTP Pénztárszolgáltató Zrt. (hereinafter: OTP Pénztárszolgáltató) is classified as a payment institution authorised to carry out a payment service activity. The Payment Service Providers Act shall apply to the licensing, notification and supervision of the financial services activity and the supplementary financial service of the payment institution in the territory of Hungary.
3. The name of the supervisory body of OTP Pénztárszolgáltató is: Magyar Nemzeti Bank (hereinafter: MNB), registered office: H-1054 Budapest, Szabadság tér 8-9.
4. Based on the authorisation incorporated in licence no. H-EN-I-532/2018 issued by MNB on 11.10.2018, OTP Pénztárszolgáltató is authorised to manage payment accounts and issue a cash substitute payment instrument.
5. Under Act LXXXV of 2009 on the pursuit of the business of payment services (hereinafter: Payment Services Act), OTP Pénztárszolgáltató is classified as a payment service provider for payment services.
6. OTP Pénztárszolgáltató opens and maintains limited-purpose payment accounts (hereinafter: payment account) for the Client, for the use of the benefits offered by the Széchenyi Leisure Card. Payment accounts are used to fulfil specified payment orders and payment transactions.
7. Each payment account opened with OTP Pénztárszolgáltató shall be assigned the name of the Client (Account Holder), as well as the bank account number compliant with legislation on payment services.
8. Payments debited by OTP Pénztárszolgáltató to the Client's account reduce while payments received to the account increase the balance of the payment account.

9. OTP Pénztárszolgáltató accepts any provisions over the Client's payment account only from the Client, unless otherwise provided by law or an agreement between the contracting parties. Exceptions to this are cases where the Client's employer mistakenly transfers funds to the Client's account and reports it to OTP Pénztárszolgáltató at the latest on the business day following the erroneous transfer, because in this case OTP Pénztárszolgáltató, at the employer's written request, returns the amount of the erroneous transfer to the employer's the account number from which the transfer was initiated, provided the amount is available on the Client's account.
10. OTP Pénztárszolgáltató informs the Client by means of an account statement about the amounts credited and debited on the payment account and the balance of the payment account. The account statement does not have any legal effects related to the current account balance.
11. The general terms and conditions contained in these Business Terms and Conditions (hereinafter: Business Terms) and the list of terms and conditions (hereinafter: Announcement) are inseparable parts of the Master Agreement concluded between OTP Pénztárszolgáltató and the Client.
12. For questions not regulated in the Master Agreement on payment services concluded between OTP Pénztárszolgáltató and the Client, primarily the provisions of the Business Terms (including the relevant Announcements) shall prevail; in all other questions the provisions set forth in the Payment Services Act, the Payment Service Providers Act, the Government Decree, MNB Decree No. 35/2017 (XII. 14.) on the execution of payments (hereinafter: Decree), the Credit Institutions Act, Act V of 2013 on the Civil Code (hereinafter: Civil Code), Act LIII of 2017 on the prevention and combating of money laundering and terrorist financing (hereinafter: Anti-Money Laundering Act), Act LIII of 1994 on judicial execution (hereinafter: Judicial Enforcement Act), Act CXVII of 1995 on Personal Income Tax (hereinafter: Personal Income Tax Act) as well as all effective legislation relevant to the payment system and the legal relationship under the payment account agreement shall prevail.
13. OTP Pénztárszolgáltató shall exercise and comply with the rights and obligations in the Business Terms at any time within the scope of the legal provisions in effect that do not derogate from the provisions in force; any provision of the Business Rules shall be interpreted accordingly.
14. OTP Pénztárszolgáltató informs its Clients on the order of complaint management in the Complaint Management Regulation that forms Annex 1 to the Business Terms.

I.2 Interpretative provisions

For the purposes of these Business Terms:

- **Transfer:** a payment service performed on the basis of the payer's instruction in which

the payment account of the payer is debited in favour of the beneficiary, as well as a transfer by means of transfer by court order and writs of garnishment.

- **AVDH:** Identification-Based Document Authentication (AVDH) operated by NISZ Nemzeti Infokommunikációs Szolgáltató Zrt. (NISZ National Infocommunications Services Company Limited by Shares), which is available to customers registered on the government Client Gate ("Ügyfélkapu"). Under the service, NISZ Zrt. assigns the document uploaded via an electronic interface by the customer logged in through the Client Gate to the customer's person and provides authentication of the assignment.
- **Slip:** a document issued at the Point of Acceptance and given to the Cardholder certifying that the Transaction in question has been executed.
- **Replacement Card:** the Card produced by OTP Pénztárszolgáltató to replace the expired Card.
- **Authorisation:** a message sent by OTP Pénztárszolgáltató or its agent to the Point of Acceptance authorising the Transaction.
- **Payment order:** an order given by the payer or the beneficiary to their own payment service provider for the settlement of a payment transaction, as well as an order by means of transfer by court order and writs of garnishment.
- **Approval of a payment transaction:** OTP Pénztárszolgáltató 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.
- **Payment account:** a payment account as per Section 2 (8) of the Payment Services Act, which only serves to account for Transactions completed with the SZÉP Card and SZÉP Card Benefits, and which is defined by the Government Decree as a limited-purpose payment account.
- **Anniversary month:** during the validity of the Card, annually the month of the expiry.
- **Anniversary date:** the last day of the anniversary month.
- **Head office:** the place where OTP Pénztárszolgáltató performs its main activity and where central decision making takes place.
- **Primary Card:** the card issued by OTP Pénztárszolgáltató to the Client or issued as such according to the contract concluded with him.
- **Authentication:** a procedure that allows OTP Pénztárszolgáltató to check the identity of the client or the validity of the use of the cash substitute payment instrument, including the validity of the client's personal credentials.

- **Announcement:** an official publication issued by OTP Pénztárszolgáltató available at OTP Pénztárszolgáltató's premises open to clients and on the Portal operated by OTP Pénztárszolgáltató.
- **Cardholder:** the natural person who, based on the contract concluded with OTP Pénztárszolgáltató is entitled to use the Card.
- **Card mailing address:** corresponds to the Client's notification address.
- **Master Agreement:** an agreement on the provision of payment services between OTP Pénztárszolgáltató and the Client specifying for a given period the essential terms of payment orders and payment transactions based on the Master Agreement, including the opening of payment accounts. The Master Agreement includes three payment accounts.
- **Close relatives:** the spouse, next of kin, adopted children, stepchildren, foster children, adoptive parents, step-parents and foster parents and the siblings.
- **Expiry Date:** the date displayed on the face of the Card in a month/year format (only the last two digits of the year are shown) (e.g.: 02/20 = 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 Point of Acceptance, where it indicates Card acceptance.
- **Business day:** the day when OTP Pénztárszolgáltató is open to its Clients for purposes of completing payment transactions.
- **Employer:** the person who has an employment relationship with the Cardholder and transfers SZÉP Card benefits as fringe benefits to the Cardholder's payment account(s).
- **Mobile application:** a free-of-charge mobile phone application designed for cardholders, through which the cardholder can access information and initiate operations related to their OTP SZÉP Card (e.g. viewing the balance of sub-accounts and the list of transactions carried out with the card, searching for points of acceptance).
- **On-line Transaction:** a Transaction immediately communicated electronically to the Fund service provider's Authorisation Centre for Authorisation purposes and immediately assessed by the Centre.
- **Issuing the OTP Széchenyi Leisure Card:** a service provided on the basis of a contract for the payment account contract and the cash substitute payment instrument contract concluded between OTP Pénztárszolgáltató and the Client (hereinafter: Master Agreement), which is provided by OTP Pénztárszolgáltató and OTP Bank Plc. (H-1051 Budapest, Nádor u. 16., hereinafter: OTP Bank) as its payment intermediary.

- **Payment intermediary:** the person (in this case OTP Bank) that provides payment services in the name, on behalf and at the risk of a payment institution (in this case OTP Pénztárszolgáltató).
- **Portal:** the website for OTP SZÉP cardholders, employers and merchant points of acceptance. Address: www.otpportalok.hu
- **POS (Point of Sale Terminal):** an electronic device making the execution of payment by Card possible using the data stored by the magnetic media on the Card.
- **Replacement Card:** the Card replacing the Card that needs to be substituted. The expiration date of the replacement card is 5 years after the replacement card has been manufactured.
- **Soft identification:** identification based on the verbal answers to verification questions. An Identified client can be considered a client identified by phone customer services (receiving inbound calls, initiated outbound calls) via “soft identification”, who has given at least 3 personal data (e.g. name, address) and at least 3 contractual data (e.g. description of contract terms) to OTP Pénztárszolgáltató.
- **Account Statement:** Follow-up information made accessible (hereinafter: made available) by OTP Pénztárszolgáltató to its Clients regarding debit and credit payment transactions executed on their respective payment accounts.
- **Széchenyi Leisure Card benefit** (hereinafter: SZÉP Card Benefit): an employer's allowance pursuant to Article 71 (1) b) of the Personal Income Tax Act. Amounts credited to payment accounts may only be used for purposes specified in the Government Decree. SZÉP Card benefit can be credited to the same Client by multiple employers at the same time.
- **Széchenyi Leisure Card:** a cash-substitute payment instrument in plastic form (including the Primary Card and the Additional Card), which
 - (a) allows the Cardholder only to make payment orders at the expense of the SZÉP Card benefits credited to the payment account,
 - (b) can be read by an electronic point of acceptance terminal, and can also make payment orders via the terminal (hereinafter: Card).
- **Service provider:** any private individual, legal entity or any business organisation having a contractual relationship with OTP Pénztárszolgáltató, actually providing the services listed in the Government Decree, not including entities intermediating such services. The methods of Card acceptance are defined in the Contract concluded between OTP Pénztárszolgáltató and the respective Service Provider (Merchant Point of Acceptance).
- **Durable medium:** means any instrument which enables the client or OTP Pénztárszolgáltató to store information addressed personally to the client for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the data stored

- **Additional Card:** a Card issued to the Additional Cardholder by OTP Pénztárszolgáltató pursuant to the provisions of the Client, subject to the existence of a Primary Card.
- **Remote payment transaction:** a payment transaction made via the Internet or using remote communication.
- **Telephone Authorisation Centre:** a telephone customer service operated by OTP Pénztárszolgáltató or its agent that, after identification of the Service Provider and the Client, and based on the verification thereby provided, verifies the amount is available on the Client's payment account for the value of the service as communicated by the Service Provider, and that it can fulfil the payment on the basis of a payment order given by the Client or the Additional Cardholder.
- **TeleCode:** a number necessary for the use of the automatic telephone service and the use of the SZÉP Card web Portal's balance inquiry function without registration, being the last three digits of the card number by default, and may be changed after the receipt of the Card via the call centre service.
- **Transaction:** the intended use of the Card and the debit and credit on the payment account based on the card use, as well as the process of settlement with the merchant point of acceptance.
- **Client:** a natural person with a payment account and a SZÉP Card at OTP Pénztárszolgáltató, considered by OTP Pénztárszolgáltató as a consumer.
- **Blocking:** Based on the decision of OTP Pénztárszolgáltató, 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 OTP Pénztárszolgáltató 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.

For the purpose of these Business Terms, concepts other than those specified above shall be interpreted in accordance with the Payment Services Act, the Regulation and the Government Decree.

CHAPTER II

IDENTIFICATION

1. OTP Pénztárszolgáltató is entitled to ascertain the identity of the Client (or the Additional Cardholder). To this end, OTP Pénztárszolgáltató may request that the Client (or the Additional Cardholder) verifies his identity.
2. OTP Pénztárszolgáltató identifies the Client (or the Additional Cardholder) via the phone using Soft authentication.

CHAPTER III

COOPERATION AND INFORMATION

III/1. Cooperation

III/2. Method of communication

1. The Business Terms of OTP Pénztárszolgáltató are open to everyone and available on the premises open to Clients (hereinafter: Site) and on the Portal of OTP Pénztárszolgáltató. Contact details of the national branch network of OTP Bank Plc. are available at www.otpbank.hu.
2. OTP Pénztárszolgáltató may contact its Clients in the following methods:
 - (a) in writing: by mail, e-mail, notice, account statement;
 - (b) verbally: at its Site or over the phone.
3. Aside from the exception specified in Section 21 (2) of the Government Decree, OTP Pénztárszolgáltató shall send all written notifications to the address specified by the Client.
4. All correspondence on the part of the Client shall be addressed to the mailing address of the Fund service provider.
5. Should their residential address or mailing address change, Clients are required to notify OTP Pénztárszolgáltató in writing. OTP Pénztárszolgáltató may not be held liable for any damages that may result from failure to do so.

III/3. Language of correspondence

1. All correspondence between OTP Pénztárszolgáltató and its Clients shall be in Hungarian.
2. Whenever a notification is sent out both in Hungarian and in another foreign language, the former shall prevail should any discrepancy in interpretation between the two versions arise. Concepts used in the foreign-language notification shall be defined in accordance with the pertinent Business Terms and Hungarian legislation.

III/4. Providing information to clients

1. Before entering into a Master Agreement aimed at the provision of payment services, OTP Pénztárszolgáltató is under obligation to provide prior information. As for payment orders based on the Master Agreement, it is required to provide both prior and follow-up information.
2. OTP Pénztárszolgáltató shall fulfil its obligations to inform — prior to entering the Master Agreement as well as before a payment order based on the Master Agreement is issued by means of having its Business Terms and Announcements displayed at its site and making them available on the Portal.
3. Upon the Client's request, OTP Pénztárszolgáltató shall make available all paper-based documents specified under item 2 herein at no extra charge.
4. Except as provided in Section 21 (4) of the Government Decree, the Master Agreement is concluded in writing, and is made available to the Client by OTP Pénztárszolgáltató after it is concluded.
5. OTP Pénztárszolgáltató fulfils its obligation to provide information, based on the account statement, on a payment order based on the Master Agreement on the Portal interface using a durable medium.
6. At the Client's request, OTP Pénztárszolgáltató shall provide the contract terms and the data on notification prior to the conclusion of the Master Agreement at any time on the basis of the Master Agreement on paper or on a durable medium.

CHAPTER IV

CONCLUSION OF THE MASTER AGREEMENT

1. Apart from the exception provided by Section 21 (4) of the Government Decree, the conclusion of or amendment to the Master Agreement is subject to the conditions that the Client
 - (a) verifies his identity; and
 - (b) the Account Holder fully accepts, by signing a personalised agreement, the contracting provisions of OTP Pénztárszolgáltató's prevailing Business Terms, and
 - (c) applies for at least one Card.
2. The Framework Agreement can be concluded, among others, at OTP Bank branches, on-site at the employer's business site after preliminary employer consultation with OTP Bank, and on the Portal for employees who have a government Client Gate registration and can thus use the AVDH service.
3. The Business Terms and the related Announcement are integral parts of the payment account agreement, which are jointly considered OTP Pénztárszolgáltató as a Master Agreement compliant with the provisions of the Payment Services Act.

CHAPTER V

PAYMENT ACCOUNT STATEMENT

V/1. Provisions regarding the account statement

1. OTP Pénztárszolgáltató informs the Client of the itemised transactions of the payment accounts, as part of its subsequent information obligation, by means of an account statement.
2. OTP Pénztárszolgáltató informs the Client of the following after debiting the payment account:
 - (a) a reference allowing the payment transaction to be identified, and possibly the beneficiary's data,

- (b) the amount of the payment transaction in the currency specified in the payment order or in the currency of the debit of the Client's payment account,
 - (c) an itemised list of all fees, costs or other payment obligations payable by the Client to OTP Pénztárszolgáltató,
 - (d) the conversion rate applied by OTP Pénztárszolgáltató to the payment transaction and the amount after conversion, and
 - (e) the date of receipt of the payment order or the value date of the debit.
3. OTP Pénztárszolgáltató prepares for the Client each year, or once a month in the case of any credit or debit, and makes available to the Client an account statement of the turnover between the two closing days.

V/2. Issuing the account statement

1. OTP Pénztárszolgáltató allows the Client to query the turnover and balance of his payment account online, broken down by individual transaction and turnover period, and to query the balance of his payment account by telephone.
2. OTP Pénztárszolgáltató makes the account statement available electronically through the Portal of OTP Pénztárszolgáltató, so that the Client can store the data permanently for the duration as per the purpose of such data, and display the stored data in unchanged form and content.

Using the Portal service does not require any special browser configuration; the service can be used with browser default settings. Description of the technical and software requirements of the equipment that fulfil the obligation of information of OTP Pénztárszolgáltató (including the method of communication) is included in Annex 2: Technical conditions for using the Internet Portal.

3. Upon a Client's request, OTP Pénztárszolgáltató provides a printed account statement for the previous statement period once a month free of charge unless it had been delivered on paper. The Client is entitled to make this request on the basis of a brokerage agreement at OTP Bank branch offices.

CHAPTER VI

OPENING A PAYMENT ACCOUNT

1. OTP Pénztárszolgáltató shall open and maintain three payment accounts in HUF for the purpose of executing the payment transactions as defined in the Government Decree, and

based on the currently effective payment legislation and the Master Agreement with the Client.

2. OTP Pénztárszolgáltató undertakes to keep track of the funds available to the Client and to debit Card payments as well as to credit the funds received for Client's benefit.
3. The three payment accounts opened under the Master Agreement are as follows:
 - (a) payment account designated as "accommodation"
 - (b) payment account designated as "hospitality"
 - (c) payment account designated as "leisure"
4. The payment accounts can be compared to the sub-accounts as per Section 71 (1) b) of the Personal Income Tax Act.
5. OTP Pénztárszolgáltató registers the SZÉP Card benefits as per Section 71 (1) (b) (ba)-(bc) of the Personal Income Tax Act by ensuring that the funds transferred to the accounts may not be transferred to another account; such funds are kept only on the account specified in the employer's order, and may only be used for the payment of the consideration for the service as per Sections 5 (1) (a)-(c) applicable to the account, excluding the intermediation of a service.
6. Payment accounts may only be owned by natural persons.
7. The Master Agreement is established for an indefinite period of time.
8. OTP Pénztárszolgáltató considers the payment accounts kept for the Client as a single payment account for the execution of transfers by court order and writs of garnishment, insurance measures and the enforcement of OTP Pénztárszolgáltató's claim.
9. One Primary Card can be applied for the Master Agreement.
10. The Client may request an Additional Card for his close relatives. The relationship between the Client and the Additional Cardholder must be verified by a statement to OTP Pénztárszolgáltató.
11. By signing the Master Agreement, the Client accepts the Service Providers contracted to accept the Card as reliable beneficiaries. The current list of reliable beneficiaries is available at the OTP Pénztárszolgáltató's Portal. With regard to these points of acceptance, OTP Pénztárszolgáltató does not employ so-called strong client authentication.
12. OTP Pénztárszolgáltató establishes the system of acceptance of the SZÉP Card so that it can be accepted through the electronic terminals of its own as well of other points of acceptance.

CHAPTER VII

DISPOSITION OVER THE PAYMENT ACCOUNT

VII/1. General rules

1. The Client or the Additional Cardholder authorised by the Client may dispose over the payment account, taking into consideration the prevailing regulations on payment services. Against their will or without their knowledge, OTP Pénztárszolgáltató may only debit the payment account in cases specified in legislation or in the Business Terms.
2. The Client may only have disposition over the payment accounts with the Card.
3. The Client can provide the right to dispose over the positive balance of payment accounts by applying for an Additional Card.
4. In all cases, the amount of the Card purchase is booked for the payment account specified in the payment.
5. The Card may only be used for services related to domestic tourism as defined in the Government Decree, at the points of acceptance contracted with OTP Pénztárszolgáltató, for the settlement of the domestic services specified in the Government Decree.
6. A close relationship with an Additional Card shall be entitled to the same privileges as the Client with respect to the disposition over the funds transferred as a SZÉP Card benefit.

VII/2. Rules on the recall of erroneous transfers

1. If funds have been transferred to the Customer's payment account in error, the recall of the funds must be initiated by the sending party at the financial institution from which the transfer was initiated. The Customer may not order the return to the sender of the amount erroneously credited to their payment account.
2. If the sender recalls the erroneous transfer on the business day following the transfer, OTP Fund Service Provider blocks the amount in accordance with Section I.1.8 and reverses it if the funds are available in the Customer's account. If the amount is not available in the Customer's account, OTP Fund Service Provider reverses the amount up to the current balance of the account.
3. If the sender initiates the recall after the business day following the transfer, the Customer's written consent granted in a private deed of full probative force is required to complete the recall.
4. The Customer consent document required to complete the recall is prepared by OTP Fund Service Provider, pre-filled with the data of the Customer and the transaction. The document must be signed by the Customer and two witnesses.

If the recall is initiated by an employer contracted with OTP Fund Service Provider, OTP Fund Service Provider makes the consent document available to the employer on the Portal's employer interface and sends an email notification to the employer that the documents have been made available. In this case, the Employer arranges for the signature of the Customer.

If the initiator of the recall is not a contracted employer, the consent document is sent directly to the Customer by post by OTP Fund Service Provider.

5. The consent document, duly completed and signed by the Customer and two witnesses, as referred to above, must be sent by post to OTP Funds Servicing and Consulting Company Limited by Shares to H-1243 Budapest, Pf. 564.

CHAPTER VIII

PAYMENT ORDERS

VIII/1. General rules

6. Payment orders may be issued to the payment accounts up to the amounts of the SZÉP Card benefits received from the employer.
7. The payment transaction initiated by the Card can be done on the electronic point of acceptance terminal located at the Service Providers, on the Portal and via the mobile application created by OTP Pénztárszolgáltató, through its own Internet interface created by the Service Provider or based on a license issued by the telephone authorisation centre operated by OTP Pénztárszolgáltató.
8. Payment initiated with the Card and based on the authorisation given by the telephone authorisation centre may be completed after identification of the Service Provider and the Client, or the Client's Close Relative in the case of an Additional Card, using the personal identification data managed by OTP Pénztárszolgáltató or the unique ID provided by OTP Pénztárszolgáltató, in order to avoid any abuse.
9. According to the Government Decree, OTP Pénztárszolgáltató may not convert the positive balance available to the Client into cash or cash substitute payment instruments.

VIII/2. Receipt and approval of payment orders

1. OTP Pénztárszolgáltató will receive payment orders in the order of they arrive.
2. When the payment order arrives, OTP Pénztárszolgáltató records and stores the date and time of the payment order (year, month, day, hour, minute) in addition to the details of the order. The order of receipt will be governed by the records of OTP Pénztárszolgáltató.
3. Payments may be made, except in the case transfer based on a transfer by court order and writs of garnishment, if the Client has previously approved it.
4. OTP Pénztárszolgáltató 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. In the case of purchases from unattended machines, the swipe of the card at the machine is considered as consent to the transaction by the Cardholder.
5. In the case of a card payment, the Cardholder may not withdraw the payment order after the authorisation for the execution of the payment transaction is delivered to the beneficiary.
6. OTP Pénztárszolgáltató will fulfil the orders of the Cardholder if sufficient funds are available on the account to complete the orders.
7. When completing payment orders, OTP Pénztárszolgáltató shall observe all prevailing legislation and the Government Decree on payment services.
8. Whenever deemed necessary, OTP Pénztárszolgáltató may seek third-party assistance for the completion of payment orders, in accordance with the provisions of the relevant laws.
9. OTP Pénztárszolgáltató is entitled to make corrections regarding its own erroneous disbursements and charges, without the need for specific instructions on the part of the Client.

VIII/3. Execution order for payment orders and transactions

1. The business day starts at 7:30 and ends at 16:30, during which period OTP Pénztárszolgáltató will receive the payment orders of the Client or the Additional Cardholder and the payment transactions without delay.
2. A payment order or payment transaction received after the closing of the business day is considered by the OTP Pénztárszolgáltató as received on the following business day.
3. Should a payment due date happen to be a holiday, it shall be deemed to fall due on the next subsequent business day.
4. Incoming payments received in the accounting turnover to the credit of a payment account shall be completed by OTP Pénztárszolgáltató in accordance with the provisions of the Decree.

5. The business day starts at 7:30 and ends at 19:00, during which time OTP Pénztárszolgáltató applies credits to its Clients' payment accounts.
6. In deviation from the provisions of Section 5, for the performance of the tasks incumbent on it from the execution of the instant transfer, including the provision of the amount of the payment transaction with a credit value date, OTP Fund Service Provider keeps a continuous working day from 0:00 to 24:00 on each calendar day, unless otherwise provided by law or an MNB decree. The cut-off time on working days for the execution of instant transfers is 24:00 on each calendar day.
7. OTP Pénztárszolgáltató reserves the right to unilaterally extend the time period for the execution of the credit transfers.
8. If the credit on OTP Pénztárszolgáltató's account is not applied on a business day, the amount of the payment transaction will be made available to the beneficiary Client on the next business day at the latest.
9. The deadline for receiving orders for transfer by court order and writs of garnishment is the closing time of the business day and the final submission deadline is 12:00.
10. The times in the Business Terms are to be interpreted according to Budapest time zone.

VIII/4. Instant transfers

1. An individual HUF transfer order of up to HUF 10 million given via an electronic channel shall be considered an instant transfer if it is given by the payer to the debit of their HUF payment account and does not include a debit date following the day of receipt.
2. An individual transfer order submitted in batches by a payer qualifying as a consumer and which complies with the conditions set out in the previous sentence shall be considered an instant transfer order. Otherwise, a batch order is not considered an instant transfer order. For the purposes of an instant transfer, a batch payment order is any transfer order where more than one payment order is received from the payer by the payer's payment service provider at the same time or where the payer authorises more than one payment order at the same time.
3. The amount of the instant transfer is credited to the account of OTP Fund Service Provider within 5 seconds after the receipt of the payment order.
4. In the case of an instant transfer, immediately after crediting the amount of the payment transaction to its own account, OTP Fund Service Provider assigns a value date to the amount of the payment transaction and makes the amount of the payment transaction available to the beneficiary in a manner ensuring that the beneficiary has immediate access to it.

5. OTP Fund Service Provider does not provide a secondary account identification service.

VIII/5. Rejection of payment orders

1. Unless otherwise provided by law, OTP Pénztárszolgáltató refuses any payment orders that cannot be executed on the payment account due to a lack of financial coverage.
2. Payment transactions to be credited or debited to the payment account are rejected in the case of wrong or non-existing account numbers and closed or cancelled payment accounts.
3. If a payment is received as a domestic payment transaction to the benefit of a Client who does not have a payment account, OTP Pénztárszolgáltató shall refuse to execute the payment transaction and return the amount of the payment transaction to the payer.

CHAPTER IX

PAYMENT METHODS

IX/1. General rules

1. OTP Pénztárszolgáltató provides to its Clients the following types of payment subsystems in accordance with the current payment legislation, namely:
 - (a) crediting or debiting the amount of a payment transaction;
 - (b) performance of transfer by court order and writs of garnishment;
 - (c) payment (including Card payment) initiated by the payer through the payee.

IX/2. Card payment

1. Expiry date of the Primary Card and the Additional Card is 5 years.

2. OTP Pénztárszolgáltató shall, upon expiration, automatically provide the cardholder with a new Card or an Additional Card if he has received a credit payment on any of the three payment accounts to the card within 12 months of the expiration date, or if there was a debit transaction on any of these accounts in the same period.
3. If no credit payment has been received within the 12 months prior to the expiry date to the card's accounts or no debit transaction has been made for the same period, then OTP Pénztárszolgáltató provides a new Card or Additional Card at the cardholder's written request. After the expiration, the Cardholder may apply for a new Primary Card or an Additional Card via the Portal or by completing the form downloadable from the Portal and by mailing it to OTP Pénztárszolgáltató.

IX/2.1. Use of the Card

1. The Cardholder may use the Card for the payment of consideration for services and goods in Hungary provided that the rules specified in the Master Agreement are observed.
2. There is no payment transaction limit for using the Card.
3. The Cardholder is entitled to use the Card for the payment of services and goods that have actually been provided and purchased. The Cardholder is identified by checking the Card and the signature corresponding to the one on the Card. In addition, for the purpose of Cardholder identification, OTP Pénztárszolgáltató may also prescribe the presentation of the identification documents.
4. The Cardholder shall check that the data indicated in the Slip issued on the Transaction correspond to the facts. The Cardholder shall sign the Slip issued of the Transaction in the same manner as indicated on the Card. By signing the Slip, the Cardholder acknowledges that the Transaction has been performed in line with the Cardholder's intention and with the content specified on the Document.
5. One copy of the Slips related to the specific Transactions shall belong to the Cardholder. The Cardholder shall keep the Slips and all the documents related to Card use and when required, make them available for OTP Pénztárszolgáltató in compliance with the relevant statutory and other regulations.
6. The Cardholder may only use the Card at points of acceptance where the logo "OTP Széchenyi Pihenőkártya Hivatalos Partner" indicated on the Card is displayed and acceptance is not otherwise limited in the contract concluded with OTP Pénztárszolgáltató. The Service Provider is obliged to accept the card belonging to the logo it displays based on the contract with OTP Pénztárszolgáltató.

7. The Cardholder is only entitled to the use the Card for its intended purposes; the OTP Pénztárszolgáltató assumes no responsibility for losses incurred by the Cardholder or any third person on account of the improper use of the Card.
8. The Cardholder is obliged to use the Card as specified in the Agreement and, in order to ensure the safety of personal security elements that are required for the use of the Card, exhibit a conduct as would be reasonably expected of him under the given circumstances; in particular, he shall forthwith notify OTP Pénztárszolgáltató, if he notices that
 - (a) he has been deprived of the possession of the Card, or the Card has been stolen;
 - (b) the Card or the card data, and the codes necessary for its use and other data were obtained by unauthorised third party.
 - (c) illegal or unauthorised use of his Card.
9. The notification can be made via the OTP SZÉP line (+36 1 3 666 222), from Monday to Sunday, from 0 to 24 hours.
10. The merchant point of acceptance may retain the Card if any doubts arise in respect of personal identity.
11. The Cardholder shall take any and all reasonable measures to prevent the loss or theft of the Card. The Cardholder shall safeguard the Card with utmost care.

IX/2.2. Permitted Card transactions

1. The Card can be used to pay for a cash consideration specified in HUF (purchase of goods, payment for services).
2. The amount debited to the payment account is always equal to the amount on the Slip.
3. The Cardholder may not withdraw the payment order or purchase made with the Card, unless the actual transaction amount has not been specified along with the payment order or the payment transaction.
4. Cash consideration can be settled up to the balance of the payment account.

IX/2.3. Blocking a Card

1. The Card may be blocked on instructions of the Cardholder or OTP Pénztárszolgáltató.
2. OTP Pénztárszolgáltató is entitled to block the Card:

- (a) if any complaints are received in relation to a Transaction initiated with the Primary and/or the Additional Card,
 - (b) if it learns that the Card has been lost, stolen or misused, whether from the notification referenced in sections IX.2.3.7. or IX.2.3.8. or from some other source, and the Card has not been stopped,
 - (c) if the Cardholder fails to comply with the provisions of the Master Agreement and the pertaining effective legislation,
3. OTP Pénztárszolgáltató is entitled to block the Additional Card if the cardholder does not accept the terms of the agreement.
4. In the interest of the Cardholder's security, OTP Pénztárszolgáltató is entitled to block the Card, if there is suspected or possible fraud committed with the Card.
5. If the card is blocked for the reasons mentioned above, OTP Pénztárszolgáltató will inform the Cardholder in any case as soon as possible after the blocking of the card, by e-mail or, if no e-mail address is available, by regular mail.
6. OTP Pénztárszolgáltató applies the blocking of the Card also when it needs to prohibit payment turnover on the Client's payment account for the duration of fulfilling administrative measures, submitted in accordance with the effective laws (e.g. transfer by court order, writs of garnishment, blocking, etc.) prior to other payment orders and of the queuing based on the law.
7. The Cardholder must immediately report if he notices that the Card no longer being in his possession, or the theft or unauthorised use of the Card, specifically including loss or theft of the Card or the card data, or any transaction not based on the Cardholder's order (i.e. any transaction not initiated by or executed without the consent of the Cardholder).
8. The Cardholder shall forthwith notify OTP Pénztárszolgáltató, if he noticed that
- (a) the Card, or
 - (b) the TeleCode, 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.
9. Blocking takes effect after OTP Pénztárszolgáltató has received the relevant notification.
10. The notification can be made via the OTP SZÉP line (+36 1 3 666 222), from Monday to Sunday, from 0 to 24 hours.
11. The following information shall be required to submit the notification:
- (a) name of the Cardholder,
 - (b) Card or Account number,
 - (c) specifying the reason for the blocking,
 - (d) the fact of administrative measures taken, if any, and

- (e) OTP Pénztárszolgáltató may ask for other data from the person requesting blocking of the Card.

IX/2.4. Replacement card

1. OTP Pénztárszolgáltató shall provide the Cardholder with a Replacement Card, if
 - (a) the Card is unsuitable for its designated purpose, or
 - (b) the Cardholder has blocked the Card, the Client satisfies the contractual requirements, or
 - (c) the Cardholder's name has been changed.
2. The Replacement Card must be requested separately.
3. A Replacement Card may be requested in the following ways:
 - a) electronically on the Portal, after logging in or after blocking the card in advance,
 - b) by mail, by downloading the Replacement Card Application Form available on the Portal, and then sending it to OTP Funds Servicing and Consulting Company Limited by Shares to H-1243 Budapest, Pf. 564,
 - c) via email, by sending the form indicated in subsection (b), duly completed and signed, in scanned format, to info@otpszepekartya.hu,
 - d) over the phone, by calling the +36-1-366-6222 SZÉP Card Line, if the Customer's personal data has not changed since the last card application, or
 - e) in person at any OTP Bank branch.
4. In the case of an Additional Card the manner of applying for a Replacement Card corresponds to that of new Cards.
5. A Replacement Card is provided against a Replacement Card fee. The price of the Replacement Card is set out in the Announcement in effect. The fee for the replacement card can be debited to any SZÉP Card sub-account where the card fee is available, as declared by the cardholder. If the cardholder does not request that the fee be debited to their SZÉP Card or if the necessary funds are not available on any of their sub-accounts, they may settle the fee by bank transfer or by bank branch payment on the basis of the invoice sent to them.
6. The TeleCode belonging to the substituted Card will be automatically valid for the Replacement Card.
7. When registering the application for a Replacement Card, OTP Pénztárszolgáltató will block the old card, if the Client has not yet done so.

8. If the need for a Replacement Card arises due to reasons attributable to OTP Fund Service Provider (e.g. incorrect name indicated, damaged card), OTP Fund Service Provider provides a Replacement Card free of charge upon the Customer's request.

CHAPTER X

AMENDING OR TERMINATING THE MASTER AGREEMENT

X/1. Amending the Master Agreement

1. Upon mutual consent, the Master Agreement may be amended and supplemented jointly by the Client and OTP Pénztárszolgáltató.
2. OTP Pénztárszolgáltató may also initiate a unilateral modification to the Master Agreement by way of its Business Terms and Announcements, in accordance with the provisions on unilateral modification set forth therein.
3. If the Client does not accept the amendment to the Master Agreement initiated by OTP Pénztárszolgáltató, it shall be entitled to terminate the Master Agreement with immediate effect, without any fee, cost or other payment obligation, until the day before the amendment's entry into force.

X/2. Terminating the Master Agreement

1. Exhaustion of collection efforts on the payment account's receivables may not result in the termination of the Master Agreement.
2. The payment service provider may terminate the Master Agreement on keeping the payment account and terminate the Card and the Additional Card if there is no cash in the payment account for 24 months.
3. OTP Pénztárszolgáltató shall inform the Client at least 2 months in advance about the termination of the Master Agreement, the Card and the Additional Card.
4. The contract for the issue of three payment account contracts and a cash substitution instrument (Master Agreement) can only be terminated together.

5. Unless all valid Cards linked to the Card Account are invalidated or returned to OTP Pénztárszolgáltató upon call, the Client may not terminate the payment 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 Replacement Card has been requested.
6. Should the Client wish to terminate the Agreement but fail to return the Card despite a pertaining notice, OTP Pénztárszolgáltató shall block the Card.
7. The Customer may terminate the contract by unilateral declaration in writing without cause. For the termination of the contract, the form standardised by OTP Fund Service Provider for this purpose – or a document with the same content – may be used with regard to the special legal consequence, which may be downloaded from www.otpportalok.hu or can also be obtained at OTP branches. The completed termination declaration, signed by the Customer and two witnesses, must be sent by post to OTP Funds Servicing and Consulting Company Limited by Shares at H-1243 Budapest Pf. 564., or the declaration can be completed and delivered in person to any OTP bank branch, in which case no witnesses are required. OTP Fund Service Provider immediately terminates the Customer's contract and blocks all cards associated with the accounts at the time of processing the written termination notice complying with the above requirements after receipt by post. Pursuant to the provisions of the Government Decree, OTP Fund Service Provider may not pay the balance of the payment account to the Customer

X/3. Procedure in the case of the Client's death

1. In the event of the Client's death, OTP Pénztárszolgáltató shall suspend disposition over and access to the Client's payment account until the grant of probate providing for the full transfer of the inheritance, or, in case of inheritance proceedings, the court ruling becomes final (hereinafter: final decision), if inheritance proceedings were initiated after the Client's death. In this case, the deadline of 31 May of the second calendar year following the year of reference is not taken into account.
2. In the event of the Client's death, OTP Pénztárszolgáltató shall pay the amount of the balance in the account, subject to the exception provided for in item 3, to the beneficiaries as specified in the final decision, no later than 15 business days from the presentation of the final decision to OTP Pénztárszolgáltató.
3. If the certified beneficiary is a payment account holder of a limited-purpose payment account as defined in Section 2 (1) of the Government Decree, then OTP Pénztárszolgáltató shall transfer the amount to be paid pursuant to section 2 to his limited-purpose payment account as stated by the account holder upon presentation of the final decision.

CHAPTER XI

INTERESTS, FEES, AND COSTS

1. OTP Pénztárszolgáltató publishes the fees related to the Master Agreement in the relevant Announcement.
2. OTP Pénztárszolgáltató is entitled to determine the fees to the highest level and scope as specified in the Government Decree, and unilaterally modify the Announcement in the event of a change in the relevant legislation.
3. OTP Pénztárszolgáltató provides the Primary Card for the Master Agreement free of charge.
4. OTP Pénztárszolgáltató will invoice the fees for the Additional Card and the Replacement Card to the Client and then make the Card available to the Cardholder after the account is settled.
5. The amount of the SZÉP Card benefit received on the payment account does not pay any interest, and no interest income is generated for the Client.
6. OTP Pénztárszolgáltató is entitled to charge a monthly fee for the cash transferred to the Client as a SZÉP Card benefit and not used until the 31 May of the second calendar year after the reference year.
7. In the case of Card Payment, the OTP Pénztárszolgáltató debits the amount used against the oldest credited amount during the settlement of accounts. OTP Pénztárszolgáltató also acts the same way when determining the unused balance and the Monthly Fee charged therein.
8. OTP Pénztárszolgáltató shall call the Customer's attention at least 2 months before the date referred to in section 5 to the fee to be charged for the unused amount from the date referred to in section 5, by specifying the unused amount based on the information available at the time the notice is sent to the Client.

CHAPTER XII

LIABILITY RULES

1. OTP Pénztárszolgáltató is liable to the Client for failure to perform or improperly execute the payment transaction.
2. Once its liability has been substantiated, OTP Pénztárszolgáltató shall immediately refund without fail amounts pertaining to non-completed or erroneously completed payment transactions to the Client, thereby restoring the payment account to a status it would have had provided the erroneous transaction had not taken place. The credit value date on the Client's payment account may not be later than the date when the amount is debited to the account.
3. OTP Pénztárszolgáltató shall not be bound by the obligation under item 2 if it proves that the amount of the payment transaction has been received by the beneficiary's payment service provider, even if the payment transaction was delayed. In this case, the payment service provider of the beneficiary shall ensure that the value day of the payment transaction on the beneficiary's payment account is not later than the day it would have been in the case of flawless performance.
4. The liability of OTP Pénztárszolgáltató as defined in this chapter shall not affect any other of its statutory liability.
5. OTP Pénztárszolgáltató is exempt from liability if it can prove that the fulfilment of its obligations under this chapter has been ruled out by an unavoidable cause (force majeure) outside its scope of activity or by provisions laid down by law or by a community legal act.
6. Clients may initiate correction for payment orders either unapproved, or approved but completed incorrectly, immediately upon the completion of a payment order, but no later than thirteen calendar months following the completion of said order. In case the month of expiry is missing the calendar day matching the date of completion, the grace period shall end on the last day of the month of expiry. The Client may initiate the correction by a letter sent to OTP Pénztárszolgáltató's mailing address (H-1243 Budapest, Pf.: 564).
7. When examining a request for correction, OTP Pénztárszolgáltató shall act in accordance with the Complaint Management Regulation that forms Annex 1 to the Business Terms of OTP Pénztárszolgáltató.
8. Upon completion of an unapproved payment transaction, after having been aware or notified of the operation, OTP Pénztárszolgáltató shall, without delay but no later than by the end of the following business day, reimburse the Client for the amount of the payment transaction and restore the pre-debit state to the payment account. In this context, the credit value date may not be later than the day when the unapproved payment transaction has been completed. OTP Pénztárszolgáltató shall be exempt from the immediate obligation to credit if, in the given situation, it reasonably suspects fraud on the Client's part and informs the Hungarian National Bank (the Supervisory Authority) in writing.
9. OTP Fund Service Provider credits the amount of the Customer's payment (purchase) transaction included in the request for adjustment and restores the payment account to the status prior to debiting by the end of the next business day, even if it is unable to immediately investigate the circumstances of the payment transaction approval in depth. If, within the

time limit available for processing the complaint, OTP Fund Service Provider determines that the request for adjustment is unfounded or suspects fraud, it is entitled to reclaim the full amount of the credit. The amount of the claim may be offset by OTP Fund Service Provider against any of the Customer's payment accounts held with it and it may debit the payment account with sufficient funds. If there are insufficient funds in the payment accounts, the balance can be taken into a negative range.

10. In respect of unauthorised Transactions (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 Client up to the amount of HUF 15,000 until the notification on the lost or stolen Card no longer in the possession of the Cardholder, or its unauthorised use is submitted.

11. The Client shall not be liable as specified in item 9, if

- (a) the Client could not have detected before that the Card was stolen, stolen, was no longer in his possession or an unauthorised payment transaction was executed, or
- (b) the damage was caused by the act or omission of OTP Pénztárszolgáltató's employee, payment intermediary, site or a person performing outsourced activity for OTP Pénztárszolgáltató, or
- (c) 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, or
- (d) OTP Pénztárszolgáltató has failed to fulfil its obligation to allow the Client at any time to report the Card being lost, stolen or used in an unauthorised transaction, without any charge, cost or other payment obligation.
- (e) OTP Pénztárszolgáltató does not require strong Client authentication.

12. OTP Pénztárszolgáltató 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 OTP Pénztárszolgáltató.

13. OTP Pénztárszolgáltató shall make sure that the Cardholder can make the notification with regard to the blocking of the card any time.

14. After the notification, OTP Pénztárszolgáltató does not execute any transaction (payment) made with the respective Card.

15. After the notification on the lost or stolen Card no longer in the possession of the Client, or its unauthorised use is submitted, damages shall be borne by OTP Pénztárszolgáltató in respect of unauthorised Transactions (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.

16. OTP Pénztárszolgáltató shall consider the active conduct or omission by the Client or the Cardholder as a breach of contract by wilful or gross negligence if it is contrary to the performance of his obligations prescribed by these Business Terms, as result of which an actual or potential loss is incurred by the Cardholder or OTP Pénztárszolgáltató.

17. The Client will only be able to approve a card payment transaction in such a way that the exact amount of the payment transaction is known at the time of approval (displayed on the POS terminal).
18. OTP Pénztárszolgáltató assumes responsibility for the third party it uses as if it were acting itself. Should the responsibility of the intermediary be limited by law, international agreement or — in the absence of a binding legislative provision - business terms, this too shall be reflected in the liability assumed by OTP Pénztárszolgáltató.

CHAPTER XIII

CLIENT PROTECTION AND LEGAL REDRESS

1. With their complaints that may arise in relation to the use of payment services, the Clients of OTP Pénztárszolgáltató may proceed as per the Complaint Management Regulation incorporated as Annex 1 to the Business Terms, including legal redress.
2. In the event the Client has not received a reply, does not accept the received reply or it considers that OTP Pénztárszolgáltató has failed to appropriately manage its complaint, or rejected the complaint, the Client has the opportunity to file a complain to the MNB's Financial Consumer Protection Centre or initiate proceedings with the Financial Arbitration Board or the court.

Financial Consumer Protection Centre of the National Bank of Hungary
 mailing address: H-1534 Budapest, BKKP Pf. 777
 telephone: (06 80) 203-776
 e-mail: ugyfelszolgalat@mnbb.hu

Financial Arbitration Board
 mailing address: H-1525 Budapest, Pf. 172
 telephone: (06 80) 203 776
 e-mail: ugyfelszolgalat@mnbb.hu

3. The standard forms of a request to initiate a consumer protection investigation by the MNB (financial consumer protection petition), and the form to initiate Financial Arbitration Board proceedings can be found on the MNB's website and on OTP Pénztárszolgáltató's Portal.
4. Disputes related to the Master Agreement shall be governed by the laws of Hungary.
5. Exclusive powers and competences are not stipulated.

CHAPTER XIV

AMENDMENTS TO THE BUSINESS TERMS

1. OTP Pénztárszolgáltató shall have the right to unilaterally amend these Business Terms.
2. Supplementation of the Business Terms with new services, financial instruments and transactions subject thereto that are made available to, and expressly accepted by, the Client may not be considered as unilateral amendment to the agreement on the part of OTP Pénztárszolgáltató.
3. OTP Pénztárszolgáltató shall publish the amendments — adverse for the client — affecting the fee or the cost and other conditions of the agreement, by at least two months before the effective date of the amendment by displaying Announcements in its premises open for clients and on its Portal.
4. Unless comments or objections are made by a Client within two months (expiring on the day matching the start date or, if such day is unavailable in the month of expiry, on the last day of the month) after publication, the amendment shall be deemed accepted on the part of the Client.
5. If, due to the amended Business Terms, a Client no longer seeks to use OTP Pénztárszolgáltató's payment services, the Client shall be entitled to the immediate cancellation of the agreement concluded with OTP Pénztárszolgáltató, free of charges, fees or any other credit obligations, unless otherwise specified in the given agreement or by law.
6. The Client may accept or reject the amendment to the Business Terms before the proposed entry into force. Upon acceptance, the amendment will take effect on the date proposed by OTP Pénztárszolgáltató. Rejecting the amendment constitutes an immediate termination of the Master Agreement.
7. If the modification of the Business Terms is aimed at terminating any of the service provided by OTP Pénztárszolgáltató, OTP Pénztárszolgáltató and the Client shall settle accounts with each other. In such event, OTP Pénztárszolgáltató is entitled to prorated amounts equalling to the value of service actually provided.

CHAPTER XV

CONFIDENTIALITY RULES

1. Payment secret: all facts, information, know-how or data in OTP Pénztárszolgáltató's possession on clients relating to the person, data, financial standing, business activities, management, ownership and business relationships as well as the balance of and transactions executed on the account of a client at the payment institution or electronic money issuing institution as well as to his contracts concluded with the payment institution shall be construed bank secrets. The rules on personal data protection shall also apply to these details of natural persons.
2. Payment secrets may only be released to a third person, if:
 - (a) the client of the payment institution or its legal representative requests this, by accurately specifying the range of the releasable payment secret, in a notarised public deed or in a private document of full probative force, or issues an authorisation in this respect; a notarised public deed or a private document of full probative force is not required if the client provides this written declaration under the contract concluded with the payment institution, including the switch of a payment account,
 - (b) the Payment Service Providers Act grants exemption from the duty of keeping payment secrets
 - (c) this is required in the interest of the payment institution for the purpose of selling its claim or enforcing an overdue claim against the client.
 - (d) the certification body entrusted by the payment institution and its subcontractor shall learn about this as part of the certification procedure.
3. From the point of view of the provisions on payment secrets, anyone who uses a financial service or an auxiliary financial service from the payment institution should be considered a client of OTP Pénztárszolgáltató.
4. OTP Pénztárszolgáltató hereby informs the Client that, at the request of the Employer registered by OTP Pénztárszolgáltató, hands over the payment account numbers of the Client's payment accounts to the Client's employer to facilitate the transfer of the SZÉP Card benefit. Based on the employer's request, the data transfer may take place prior to the entry into force of these Business Terms, i.e. from 1 December 2018.

CHAPTER XVI

PROTECTION OF PERSONAL DATA

1. Detailed information on the data processing of OTP Pénztárszolgáltató as a data controller related to direct marketing offers regarding contracts and related services is set out in the Privacy Notice.
2. The Privacy Statement Notice contains the rights of OTP Pénztárszolgáltató's data processing and data transfer privileges to prevent, investigate and detect payment fraud and misuse of cash substitute means payment instruments, and the rules thereof.
3. The Privacy Notice is available on OTP Pénztárszolgáltató's website and at the customer service offices in person.
4. The Privacy Notice is also available on the OTP Pénztárszolgáltató's Portal.

CHAPTER XVII

ANNEXES

Annex 1 Complaint Management Regulation

Annex 2 Technical conditions for using the Internet Portal

Annex 3 Announcement on fees