



## General Terms and Conditions of Citibank's HUF-based Individual Credit Cards

### I. Definitions

Unless otherwise expressly provided, the terms below shall have the following meaning in these General Contractual Conditions:

**ATM** - shall mean an automatic teller machine or other machinery or equipment which accepts the Card and can be used, with the Card, for withdrawing cash, loading mobile phone cards, account balance inquiries, and other operations depending on the operator of such ATM, regardless of the fact whether it is owned by the Bank to by any other participating bank or other venture named by the Bank from time to time;

**General Business Conditions (GBC)** - shall mean the General Business Conditions of Consumer banking of Citibank plc Hungarian Branch Office, as part of the Contract, including the definition of terms included in the General Business Terms and Conditions.

**Pricing Principles** - means the written, internal banking regulation stipulated by Act No CXII of 1996 on credit institutions and financial enterprises (hereinafter: Hpt) by the Code of Conduct, in which the Bank gives a summary of the principles of unilateral modification of interests, fees and charges applied in retail loan and credit agreements. The Pricing Principles include major foreseeable pricing aspects that may have an impact on the modification of interests, fees and charges applied in the agreements. The Hungarian Financial Supervisory Authority shall control the compliance and application of the Pricing Principles. The Pricing Principles are not available to Cardholders in full, however, the Bank shall list - recorded in this General Contracting Terms - the facts therein providing the grounds for unilateral disadvantageous modifications by the Bank.

**Bank** - shall mean Citibank Europe plc Hungarian Branch Office (registered offices: H-1051 Budapest, Szabadság tér 7.; corporate registry no.: Cg. 01-17-000560; operating license no. and date of issue: The operating license issued by the Central Bank of Ireland on May 1, 2001), issuing credit cards in Hungary based on the licenses granted by VISA International or MasterCard International - VISA and MasterCard International hereinafter jointly: the Card Company;

**Citibank Instant-Money Service** - shall mean transfer amount up to the cash withdrawal limit of the credit card account to another payment account through CitiPhone Banking if the Main Card Holder does not require putting this amount into Instalment Payment Service. The Main Card Holder also has the opportunity to initiate transfer amounts up to the Available Credit Line of the credit card account through CitiPhone Banking to the credit card account of the Main Card Holder managed by other credit institutions in order to settle debts of the credit card account kept by other credit institutions if the Main Card Holder does not require putting this amount into Instalment Payment Service (**Citibank Instant Cash for Balance Consolidation Service**). Based on its own loan appraisal the Bank makes decision related to the approval of the Citibank Instant-Money and Citibank Instant Cash for Balance Consolidation Services.

**Citibank Mobile Banking** - shall mean the version of Citibank Online optimized for mobile phones (primarily for "smart phones") that allows to access a part of Citibank Online Functions following identification with the Citibank Online code. Unless express provision is made to the contrary the term Citibank Online shall cover Citibank Mobile Banking at the same time, pursuant to the contractual terms applicable to Citibank Mobile Banking.

**Citibank SMS Alerting Service** - shall mean the Short Message Service of the Bank in the framework of which Card Holders can receive information on credits and debits to the Card Account, Transactions performed using the Card (On-line Purchase Transaction in case of Purchase), on information related to the Bank's obligation prescribed by the provisions of payment transactions to provide information and any other general banking information related to the Contract - as actually and currently specified by the Bank - by SMS and/or e-mail. Citibank SMS Alerting Service shall not be deemed as a means of electronic payment.

**Citibank Online** - shall mean the opportunity to conduct electronically the banking operations and Transactions as specified by Bank on the Internet, through the homepage of the Bank, which service shall be available 24 hours a day on each day of the year. Citibank Online shall be deemed as a means of electronic payment.

**CitiPhone Banking** - shall mean the opportunity to conduct some banking operations and Transactions by phone, as well as a phone-in customer service for obtaining information and lodging complaints, which service shall be available 24 hours a day on each day of the year (hereinafter: CitiPhone). CitiPhone shall be deemed as a means of electronic payment. Unless express provision is made to the contrary the term Citibank Online shall cover Citibank Mobile Banking at the same time, pursuant to the applicable contractual terms.

**Direct Debit (charged to the Card Account)** - shall mean a payment method whereby an authorised payment account holder - including, in particular, public utility and telecommunications service providers and insurance companies - submit collection orders under the same title to the principal credit institution;

**Loan on Phone** - shall mean a supplementary service associated with the Card by virtue of which the Main Card Holder may pay back the amount of a Cash Withdrawal as below, selected by the Main Card Holder, fully complying with the terms and conditions in the Conditions of Interest and Charges, with the Bank's approval, in several equal instalments, subject to a lower interest rate than the Interest to be paid after the amount of Transactions: internal carryover through Citibank Online, and transfer from the Card to another account through CitiPhone Banking.

**Advanced Loan on Phone** - shall mean a supplementary service associated with the Card by virtue of which the Main Card Holder may initiate, through CitiPhone Banking, a transfer-type Cash Withdrawal from the Card to another account, in full compliance with the terms and conditions in the Conditions of Interest and Charges, to the debit of a temporarily increased Credit Line as specified by the Bank and available for a specific period, and pay back such amount in several equal instalments, subject to a lower interest rate than the Interest to be paid after the amount of Transactions. No amounts redeemed from any Advanced Loan on Phone shall form part of the Available Credit Line, meaning that this part of the Credit Line shall not be of the revolving type; however, Advanced Loan on Phone shall form part of the Credit Line, with the derogations specified in these General Contractual Conditions.

**Advanced Loan on Phone Supplement (hereinafter: Supplement)** - shall mean a supplementary service associated with the Card by virtue of which the Main Card Holder may initiate, through CitiPhone Banking, a transfer-type Cash Withdrawal from the Card to another account, in full compliance with the terms and conditions in the Conditions of Interest and Charges, to the debit of a temporarily increased Credit Line as specified by the Bank and available for a specific period, and pay back such amount in several equal instalments, subject to a lower interest rate than the Interest to be paid after the amount of Transactions. The process of transferring of the Supplement is the following: Bank shall settle first the outstanding principal from the original transferred Advanced Loan on Phone, and cancel that in the same time, then transfer the remaining amount of the Supplement according to the order of the Main Card Holder. Afterwards the Bank shall keep the Supplement as Advanced Loan on Phone contracted with new conditions, rules of the Advanced Loan on Phone are applicable for the Supplement.

**Acquiring Places** - shall include ATMs, Branch Offices of the Bank and Merchants;

**Pre-Embossed Card** - shall mean a Card not yet validated, which is sent by the Bank to Card Holders granted 'good client qualification' by mail, upon no special request by the Card Holder, based on the Bank's own credit rating conditions. Pre-Embossed Cards shall not be deemed as a means of cash substitute payment;

**Settlement Period** - shall mean the period for which the Bank sends a Card Account Statement to the Main Card Holder each month. The last day of the Settlement Period is always the same calendar day of the month, unless there is no such day in the month (29, 30 or 31). In this case the last day of the particular Settlement Period is the last day of the month. If the last day of the Settlement Period falls on a Friday or Saturday, then the last day of the particular Settlement Period is the subsequent Sunday, unless it falls in the next calendar month. In this case the last day of the particular Settlement Period is the last day of the month. The first day of the Settlement Period is the first day following the last day of the previous Settlement Period.

**Available Credit Line** - shall mean the amount from the Credit Line available for Card Holders at a specific time. The Bank shall indicate the Available Credit Line available at the end of the Settlement Period on the Statement of Card Accounts.

**User Name** - shall mean an alphanumeric character series generated on specific principles to identify a Card Holder exclusively and unequivocally for the Bank, for the purpose of transactions performed through Citibank Online, which is 6 to 30 characters long as selected by the Card Holder, and which shall be used by the Card Holder, together with the Password, for utilising Citibank Online Services and placing orders therein. The User Name shall be specified by the Card Holder at the time of first logging in to Citibank Online, using the Card number and the PIN code. The User Name may be modified subsequently by the Card Holder.

**Credit Line Drawn** - shall mean the amount already used by Card Holders from the Credit Line available on the Card Account at a specific time, including any Expenses, Cash Withdrawal Fees and Interests. The Credit Line Drawn contains only the due repayment, but not the total amount of any used Equal Payment Plan (Automatic Equal Payment Plan), the Loan on Phone and the Advanced Loan on Phone service. The Bank shall indicate the Credit Line Drawn at the end of the Settlement Period on the Statement of Accounts. The amount of the Credit Line Drawn can be greater than the Credit Line itself in case it has been overdrawn or in case of Citibank Instant Cash for Balance Consolidation Service.

**Payment Deadline** - the date by which the Card Holder must pay back at least the Minimum Amount Payable to the Bank from the Credit Line Drawn in the given Settlement Period. The Bank indicates the Payment Deadline on the Card Account statement.

**Main Card** - shall mean the Card possessed by the Main Card Holder;

**Main Card Holder** - shall mean a natural person capable to act, who is authorised to exclusively possess and use the Card issued for him under the Contract and to utilise the services associated with such Card;

**Credit Line** - shall mean the maximum 'debit' balance of the Card Account jointly for the Main Card and Supplementary Card(s), if any, which the Main Card Holder is informed about by the Bank from time to time. The Credit Line shall be specified by the Bank at its own discretion on the basis of the Card Holder's credit rating as determined by the Bank. In the event that a Card Holder uses an Advanced Loan on Phone Facility, the Credit Line will be temporarily increased; the part of the Credit Line supplemented by Advanced Loan on Phone shall have different features as specified in these General Contractual Conditions.

**Overlimit** - shall mean the possibility of the Card Holder to exceed the Card Line by Spending within the minimum extent, exceptionally allowed by the Bank. In case of Overlimit the Bank will charge the Overlimit Fee, complying with the terms and conditions in the Conditions of Interest and Charges. (It is not considered Overlimit if the Available Credit Line amount temporarily exceeds the Credit Line due to the use of the Citibank Instant Cash for Balance Consolidation.)

**Internet security code** - free of charge service provided by the Bank whereby the Bank sends to the Cardholder of the Card with Internet security code, to the mobile phone number provided by the Cardholder to the Bank, a unique identification code consisting of eight digits in a short text message (SMS) that is necessary to make a Purchase Transaction in the web shop and website of the Acquiring Place that joined the secure payment system requiring the use of Internet security code.

**Application Form** - shall mean a document forming an integral part of the Contract, using which the Card Holder expressly requests the Card to be issued, being duly filled in and signed, and with any other documents submitted as required by the Bank.

**Password** - shall mean an alphanumeric character series generated on specific principles to identify a Card Holder exclusively and unequivocally for the Bank, for the purpose of transactions performed through Citibank Online, which is 6 to 30 characters long as selected by the Card Holder, and which shall be used by the Card Holder, together with the User Name, for utilising Citibank Online Services and placing orders therein. The Password can be specified by clicking with the mouse on the virtual keyboard displayed for this purpose. The Password shall be specified by the Card Holder at the time of first logging in to Citibank Online, using the Card number and the PIN code. The Password may be modified subsequently by the Card Holder. "User Name" and "Password" hereinafter jointly: the Citibank Online code.

**Conditions of Interest and Charges** - The Conditions of Interest and Charges, forming an integral part of the Contract, shall include and all Expenses, Cash Withdrawal Fees and Interests as well as the total annual percentage rate. It shall also include the deadlines for receiving Transactions for Adoption and settlement on the current day as well as the order of Transactions settlement, as well as the other terms and conditions applicable to the Contract.

**Card** - shall mean a HUF-based credit card issued for the Card Holder under the license granted by the Card Company, the use of which and the entirety of rights and obligations applicable thereto shall be regulated by the Bank's General Business Conditions for retail banking services, these General Contractual Conditions, the Application Form, the Bank's notice on the amount of Credit Line, and the Conditions of Interest and Charges. The term shall include Main, Supplementary Pre-Embossed Cards and PayPass cards. The Card shall be deemed as a mean of electronic payment;

**Card Grade** - shall mean the qualification of the Card, that is, a silver, gold, platinum, ultima or other qualification to be specified subsequently by the Bank;

**Card Holder** - the expression shall include the Main Card Holder and the Supplementary Card Holder (the Card Holder and the Bank jointly hereinafter: the Parties);

**Card Account** - shall mean retail bank account for limited purposes, deemed a current account kept and recorded by the Bank in HUF, on which the Bank registers each and every Spending according to the Contract. Unless otherwise agreed, the Bank shall not pay any interest for any positive balance on the Card Account; however, it shall not be accepted to maintain a permanent positive balance on the Card Account, either. Nevertheless, the amount of positive balance on the Card Account can be used for covering Spendings without increasing the amount of the Credit Line, with the amendment that in case of notice from the Bank about the cancellation of the permanent positive balance, the Card Holder is obligated to cancel that within the time period given by the Bank - with reference to the proper use of the Card. The Card Holder may only perform Transactions on the Card Account which can be effected using the Card or other Transactions made possible by the Bank from time to time. Upon termination of the Contract, unless the Cardholder instructs otherwise, the Bank may take into responsible custody any positive balance recorded on the Card Account, subject to charging a fee for such responsible custody as specified in the Conditions of Interest and Charges.

**Card Account Statement** - shall mean a document sent by the Bank to the address specified by the Main Card Holder or made available electronically to the Main Card Holder at the request of the Main Card Holder for each Settlement Period, which shall contain, among other things, the Credit Line total and the Credit Line Drawn, the Minimum Amount Payable, the Payment Deadline, the Transactions effected in the Settlement Period, any data on Equal Payment Plan (Automatic Equal Payment Plan), Loan on Phone and Advanced Loan on Phone, if any, as well as any and all information obligated by applicable legislation and authority requirements (hereinafter as Statement of Accounts or Statement as well). The Bank shall retain the right not to send the Main Cardholder a Card Account statement relating to a Settlement Period unless a Transaction was executed in the Settlement Period.

**Merchant** - shall mean a merchant linked to the accounting system of the Card Company through its clearing bank which accepts the Card as authorised to settle the price of services and products or effects cash payment to the Card as being authorised, regardless of the fact whether such Transaction is effected through an electronic or non-electronic card acceptance device.

**Cash Withdrawal** - shall mean a cash withdrawal Transaction performed on ATM; as well as making cash available for the Card Holder by a Merchant entitled to do so; any Transaction effected using the Card in post offices, casinos, currency exchanges; cash transfer using the Card; and any other Transaction ordered to be handled identically with Cash Withdrawal by the Card Company or the Bank from time to time; internal carryover by the Card Holder to a retail bank account kept by the Bank through Citibank Online or transfer from the Card to another account through the phone-in customer service shall be deemed as Cash Withdrawal;

**Cash Withdrawal Fee and Interest** - shall mean a single fee to be charged after the amount of each Cash Withdrawal and the Interest charged after the aggregate amount of the Cash Withdrawal Fee. Its rate shall be specified in the Conditions of Interest and Charges forming an integral part of the Contract. In case of Loan on Phone, Advanced Loan on Phone no Cash Withdrawal Fee is charged;

**Outsourcing** - shall mean that the Bank does not perform individually certain activities related to its financial and/or supplementary financial services and/or any activities ordered by law, in the course of which data management, data processing, or data storage are effected, but concludes an exclusive contract for the on-going or regular completion thereof with an individual or a business entity without a legal personality organisationally independent from it.

**Spending** - shall mean the Transactions, Charges, the Cash Withdrawal Fee, and the Interest accounted for by the Bank to the debit of the Card Account for each Settlement Period. Spendings shall be duly paid by the Card Holder in accordance with the Contract;

**Charges** - shall mean any and all fees, commissions, Charges, and interest which the Bank is entitled to charge in relation with the maintenance and management of the Card Account as well as with the performance of the Transactions of the Card Holder under the Contract, to be paid to the Bank by the Card Holder. Charges shall be specified in the Conditions of Interest and Charges forming an integral part of the Contract.

**Equal Payment Plan** - shall mean a supplementary service associated with the Card by virtue of which the Main Card Holder may pay back the amount of a Purchase by the Main Card Holder, fully complying with the terms and conditions in the Conditions of Interest and Charges, with the Bank's approval, in several equal instalments, subject to a lower interest rate than the Interest to be paid after the amount of Transactions. In case of the Automatic Equal Payment Plan the Main Card Holder has the opportunity during the availability of the service to repay, subject to the Bank's approval, the amount of their Purchase(s) exceeding the predefined amount within the Available Credit Line that comply with the Terms and conditions defined in the Conditions of Interests and Charges in several equal instalments per Purchase at a lower interest rate the Interest Rate payable after the aggregate of Transactions (hereinafter Automatic Equal Payment Plan).

**Code of Conduct** - means the document on the fair behaviour towards customers of financial institutions that provide loans to consumers that qualifies as a code of conduct under Article 2, subsection i) of Act XLVII of 2008 on the Ban on unfair commercial conduct against consumers (i.e. an agreement or aggregate of rules created as part of self-regulation that defines behavioural rules to be followed with regard to a certain commercial practice or branch of activity for businesses that recognize such code as binding upon themselves). The purview of the Code of Conduct also extends to the entire process of lending to any person that qualifies as consumer under Hpt. The Code of Conduct en-

tered into force on 1 January 2010, and the Bank has submitted itself to its binding effect. The text of the Code of Conduct and the current list of service providers that abide by the Code of Conduct can be inspected on the website of the Hungarian Financial Supervisory Authority under [www.pszaf.hu](http://www.pszaf.hu).

**Minimum Amount Payable** - shall mean the amount to be repaid to the Bank by the Card Holder from the Credit Line Drawn in a given Settlement Period as follows: (a) the amount stated in the account statement for the current month, calculated according to the terms and conditions of the effective Conditions of Interest and Charges and the total amount of any Overdraft, (b) if the amount of the Credit Line Drawn does not reach the Minimum Amount Payable as specified in the Conditions of Interest and Charges, then the full amount of the Credit Line Drawn. If the Minimum Amount Payable is not paid in due time, the Bank shall specify the Minimum Amount Payable due for the ensuing Settlement Period within its own sphere of authority, deciding within its own sphere of authority, considering the respective risk. The Minimum Amount Payable shall be indicated by the Bank on the Statement of Accounts. The current monthly instalment of any Equal Payment Plan (Automatic Equal Payment Plan), Loan on Phone, and Advanced Loan on Phone products shall always form part of the Minimum Amount Payable.

**PayPass function** - shall mean the technology that enables the Card Holder to complete a PayPass transaction at a PayPass Acquiring Place by placing the PayPass Card near the card accepting device (without the card coming into contact with the card accepting device), without customer identification (signature by Card Holder or providing PIN) within the soft limit applicable to the purchase transaction concerned. Regardless of the soft limit amount the PayPass Card is suitable to complete traditional (chip read and identification with PIN or magnetic stripe read and Card Holder signature as identification), non-PayPass transactions, also.

**PayPass Card** - Card with PayPass function, suitable to complete PayPass transaction.

**PayPass transaction** - contactless purchase transaction completed with PayPass Card. The first PayPass purchase transaction following the PayPass Card activation is always based on reading the chip and providing PIN code.

**PIN Code** - shall mean the personal identification number, which is a currently four-digit secret number code to identify the Card Holder;

**Instalment Payment Services** - shall mean the Equal Payment Plan (Automatic Equal Payment Plan), the Loan on Phone and the Advanced Loan on Phone; shall not mean Citibank Instant-Money Service and Citibank Instant Cash for Balance Consolidation Service;

**Soft limit** - shall mean the limit linked to individual PayPass purchase transactions below which amount PayPass transaction can be completed with PayPass Card without customer identification, over the limit amount customer identification is required. Depending upon the PayPass Acquiring Place concerned, regardless of the soft limit amount, customer identification may be required for certain PayPass transactions. The soft limit amount varies by country, the amount is defined by the requirements of the card company concerned and can be changed neither by the customer nor by the bank. The soft limit amount defined by the card company concerned for domestic transactions can be found in the Citibank Conditions of Interests and Charges.

**Contract** - shall mean the credit card contract for an indefinite period concluded by and between the Parties, pursuant to which the Bank makes a Credit Card and Credit Line available for the Card Holder. The Contract shall include the Application Form, these General Contractual Conditions, the Conditions of Interest and Charges, the notice on the amount of the Credit Line. As regards any issues not regulated in the Contract, the General Business Conditions of the Bank's retail banking services shall be applicable.

**Supplementary card** - shall mean a Card issued to and possessed by a Supplementary card Holder;

**Supplementary card Holder** - shall mean a natural person of at least 14 years of age who receives a Card from the Bank at his own and the Main Card Holder's request and liability, as a person authorised by the Main Card Holder;

**THM (APR - Annual Percentage Rate)** - the internal interest rate calculated with one decimal accuracy that expresses the proportion of the full fee of the loan to the full amount of the loan on an annual basis. When calculating the APR, all fees payable by the Customer qualifying as Consumer under Hpt. in relation to the loan agreement (including interests, fees, commissions and taxes), shall be considered, and also the costs of additional services related to the loan or credit, if known to the Bank, and if the use of such services is required by the Bank in relation to the making of the loan agreement with regard to the provisions of the Government Decree 83/2010. (III.25.) Korm. The APR does not reflect the interest risk of the loan. Detailed terms and rules on the calculation and publication of the APR are contained in the Government Decree 83/2010. (III.25.) Korm.

**T-PIN Code** - shall mean a presently four-digit secret identification number associated with CitiPhone Banking, which exclusively and unequivocally identifies the Card Holder when conducting his transactions through CitiPhone Banking and using any other on-site customer service;

**Transaction** - shall mean payments and transfers resulting in a change of the Card Account balance, completion of Group Collection Orders, as well as any Purchase and Cash Withdrawal to the debit of the Card Account. In the event of a Transaction debited by the Card Holder, the provisions on complaints related to the Statement of Accounts as set out in these General Contractual Conditions and the relevant legal provisions shall be applicable.

**Purchase** - shall mean payment of the price of services and goods using the Card at a Merchant. Purchases shall include Purchase Transactions effected without the physical presence of the Card, through the Internet, by mail or phone, at a Merchant authorised therefore, as well as the completion of Group Collection Orders to the debit of the Card Account. Within Purchase Transactions there is a differentiation between Off-line Purchase Transactions and On-line Purchase Transactions. Off-line Purchase Transactions are Purchase Transactions that are not or not immediately forwarded to the authorization center of the Bank. On-line Purchase Transactions are Transactions that are immediately electronically forwarded to the authorization center of the Bank and immediately assessed by such center.

## II. Card request, contract conclusion, renewal and card type change

1. The Main Card Holder shall provide a proposal to the Bank to conclude the Contract and make a Credit Line available by submitting an Application Form duly completed and signed by the Main Card Holder - in case of a Supplementary card Holder, by the Supplementary card Holder as well -, provided with the annexes requested by the Bank, expressly asking the Bank to issue a Card to the Card Holders specified on the Application Form.
2. Applicants (Card Holders) learns and accepts with the current General Business Conditions of retail banking services, the General Contractual Conditions, the Conditions of Interest and Charges, the Application Form and any further annexes and any modifications thereof before, simultaneously with, and after the application (i) on the Bank's website ([www.citibank.hu](http://www.citibank.hu)); (ii) at the Bank's official branch offices open for clients; (iii) through the Bank's agents; (iv) by a request made through the official customer service of CitiPhone Banking.
3. The Bank shall decide on the acceptance of a proposal for contracting on the basis of credit rating. The Card Holder shall be bound to his proposal until he is notified by the Bank on the result of the credit rating of the proposal. The Main Cardholder may rescind the Agreement without explanation within fourteen days from the date of concluding the agreement, which in accordance with these terms and conditions, is the date the Card was approved by the Bank in a written statement addressed to the Bank unless the Credit Line has been drawn on (Spending has taken place). The Main Cardholder may terminate the Agreement without explanation within fourteen days from the date of concluding the agreement in a written statement addressed to the Bank provided the credit Line has been drawn on (Spending has taken place). The right to rescind or terminate the agreement will be deemed enforced by due date if the Master Cardholder has mailed the relevant statement by registered mail or has sent it to the Bank in writing by other verified means. The Main Cardholder shall settle the amount of the Credit Line drawn and the interest payable to the Bank for the period of the draw down until repayment in accordance with the relevant Agreement immediately after sending his/her statement on rescinding or cancelling the Agreement but not later than on day thirty.
4. By signing the Application Form, the Card Holder shall represent the following:
  - a) that all the information provided by the Card Holder in the course of the application process and later on is true and correct;
  - b) that he is fully capable (in case of a Card Holder between 14 and 18 years of age, with limited capability) and shall be legally bound to the provisions set out in the Contract by signing the Application Form;
  - c) that he previously familiarised with
    - the entire content of the Contract;
    - the Charges of prolongation;
    - the legal consequences related to default in the event of non-performance, the rate of default interest, and the terms and conditions of termination;
    - the provisions in section X/1 on the transfer of salary
    - the terms and legal consequences of rescinding or terminating the Agreement
    - the ancillary obligations to secure the Contract, Contract Securities;
    - the interest calculated for the entire loan period, the total annual percentage rate with two-decimal accuracy, and any other costs related to the Credit Line;
    - the criteria for granting a credit line;
    - the stipulations derogating from customary contracting practice or from the provisions on the contract.
  - d) that the Card Holder shall promptly notify the Bank in the event of any default and other breach of contract;
  - e) that the Card Holder shall promptly notify the Bank of any circumstances affecting his financial status, including any changes in employment or in terms of any data provided at the time of the Application or subsequently;

- f) that he has fully familiarised with the Contract and accept it as binding.
5. The Card Holder accepts that (i) the Bank shall decide on the Card Holder's proposal individually, exclusively on the basis of its own credit rating and other internal requirements; and that (ii) if the proposal does not comply with the Bank's credit rating criteria or other internal requirements, the Bank may reject the proposal and refuse Contract conclusion without any justification. The Bank reserves its right not to conclude a Contract on the basis of a proposal which is filled in deficiently or incorrectly; falsified; false; obviously containing wrong data or not provided with the respective annexes.
  6. The Bank shall accept the Card Holder's Proposal in the manner described in sections II/7-8 or II/15. Thereby the Contract shall be concluded between the Parties, and shall enter into effect as set out in section II/17.
  7. The Bank shall be entitled to accept the Card Holder's proposal with a different content in terms of the Card type. The Bank shall notify the Main Card Holder on any different conditions of such acceptance. Different condition of acceptance is the case, when the Bank increases the Credit Line of the current Card, instead of approving the application for new Card submitted by the Card Holder. The Main Card Holder shall be notified through CitiPhone Banking. The Bank may notify the Card Holder through CitiPhone Banking as well. In this case, the Card Holder may select the proposal suitable for him from the options specified by phone.
  8. In this case, the Contract - including the case of Credit Line increase detailed in II/7 section - shall be concluded between the Parties if the Main Card Holder confirms the stipulations in the Bank's acceptance with different content by validating the Card. In the event of acceptance in default or other than as specified in the Contract, the Bank shall be entitled to reject the proposal without any justification.
  9. The condition of the Agreement in accordance with a Pre-Embossed Card issued by the Bank is subject to Cardholder's completing the Declaration sent to the Cardholder and returning it to the Bank. The Cardholder shall accept that the provisions of the Contract shall be applicable to the use of such Pre-Embossed Card.

#### **Co-operation of the Parties to prevent and inhibit money laundering**

10. The Parties shall co-operate in order to observe the legal regulations applicable to the prevention and inhibition of money laundering. In the event that the Bank suspects that the presumable objective of a given Transaction is money laundering, it shall act according to its internal regulations.
11. Obligation of Card Holder due diligence and recording data: At the time of establishing business contacts with the Card Holder, the Bank's employee or representative shall personally identify the Card Holder and records his particulars as specified by law on the basis of personal identification documents as set out in the act CXXXVI of 2007 on the prevention and inhibition of money laundering. Furthermore, the Bank shall be bound by an obligation of identification when accepting a business order (Transaction) from the Card Holder in the amount of at least HUF 3.6 million (in HUF or foreign currency), as well as in the event that any facts, data or circumstances indicative of money laundering arise, regardless of the amount. No repeated identification should be performed if a) the Bank has already identified the Card holder in relation with any other business; and b) the personal identity of the Card Holder has been established by the Bank in relation with the Contract; and c) there has been no change in the data required by the applicable law and recorded about the Card Holder by the Bank.
12. Obligation to provide a statement: The Card Holder must present a written statement to the Bank indicating whether he proceeds in his own name and interest or that of the beneficial owner. The beneficial owner is the natural person on whose instruction a transaction order is executed (hereinafter this person shall be referred to as beneficial owner).  
In the event that there is any doubt in relation with the identity of the beneficial owner, the Bank shall demand the Card Holder to provide a written statement (repeatedly) on the beneficial owner.
13. During the term of the Contract, the Card Holder shall notify the Bank, within five working days, on any change in terms of the data specified in the course of identification and/or the identity of the beneficial owner.
14. In the event that the particulars of the beneficial owner as required by law cannot be specified or obtained in the course of the identification process, the Bank shall refuse to conclude the Contract, to dispatch the business (Transaction) order as well as any further business (Transaction) orders.

#### **Contract conclusion, card acceptance and validation, entry into effect of the Contract**

15. The Bank accepts the Card Holder's proposal by posting the Card(s) with these General Contractual Conditions and the Conditions of Interest and Charges and the General Business Terms and Conditions, simultaneously the written notification of the acceptance of the application by the Bank and the amount of the Credit Facility, at the Card Holder's risk, to the address specified by the Main Card Holder on the Application form. At the time of receiving the Card, the Card Holder shall immediately sign the Card identically with his signature specified on the Application Form. In the event of omission or defective performance

- thereof, the Card Holder shall be liable for any unauthorised transaction effected with his Card.
16. The Contract shall enter into effect at the earlier of the date of validation of the card and the date of first Spending and shall continue to be in effect until the Contract is terminated and/or all the liabilities of the Card Holder generated on the basis of the Contract are fully settled, ir- respectively of blocking the Card by the Bank meanwhile.
  17. The Card Holder may validate the Card through CitiPhone or some other telephone channel designated by the Bank for such purposes. Simultaneously with confirming/activating the Card, the Cardholder re-confirms all his declarations made on the application form and that the data therein are true and real. The Card Holder may request a PIN and T-PIN code after validation (activation). The Card Holder may validate the Card by requesting a PIN and a T-PIN code through CitiPhone. The Card Holder shall duly identify himself during and in the interest of validation, providing his bank account number or any other confidential information requested by the Bank. With the exception of the Bank's automated telephone customer service system, the Bank never asks for all the digits of the PIN codes.
  18. The Card shall become valid by the validation described in section II/19. The year and month of expiry of Card validity shall be indicated on the Card. The date of expiry shall be the 24th hour (CET) of the last day of the month indicated on the Card. The Bank shall be entitled to terminate the Contract as a result of credit rating conducted during the validity of the Card; in such a case, the Card shall become invalid upon Contract termination.
  19. If the Card Holder does not wish that the Contract enter into effect with a view to him, he shall cut or break the card into two along the magnetic stripe without having validated or used the Card beforehand, and inform the Bank on his intention of not wishing the Contract to enter into effect.

#### **Card renewal**

20. In case the validation process through CitiPhone Banking is not possible (in case the Cardholder is disabled / does not speak Hungarian), Bank shall use special validation (activation) process for validating the Card in other way. The Cardholder / procurator / person on behalf of the Cardholder can have information about the process in the CitiPhone Banking or branches.
21. The Bank shall renew the validity of the Card depending on the result of credit rating by the Bank, provided that the credit rating yields positive results. In the event of extension, the Bank shall give a new Card to the Card Holder. The rules specified in this section shall be applicable to any further expiries of Card validity.
22. Cards (including new Cards issued for replacement or extension) shall also become null and void if they are invalidated and blocked by the Bank due to Contract termination.
23. When the Card becomes invalid, the Card Holder must destroy the Card.
24. The Card shall be owned by the Bank. The Card Holder shall not be entitled to use it in any other way than as specified in the Contract, to alienate it, to assign its use to any third party, or to encumber it in any way (e.g. to hypothecate it). The Card Holder shall be fully liable for any and all losses arising from any breach of the obligation described above.

#### **Card type change**

25. Card type changes will be deemed changed shall include Card Company swaps and/or swaps between Card Grades.
26. The Bank shall notify Main Card Holders through CitiPhone or some other telephone channel designated by the Bank for such purposes or by letter if a Main Card Holder of a Card of a given type complies with the criteria for another Card type based on the result of his preliminary credit rating, pursuant to which the Main Card Holder shall be entitled to request a Card type change. If, upon notification by the Bank, the Card Holder wishes to change the Card type, he may request so through CitiPhone. In this case, the Bank shall promptly notify the Card Holder through CitiPhone or some other telephone channel designated by the Bank for such purposes about the relevant fees, interests, charges, the APR included in the Table of Interests and Fees, as well as the procedure and legal consequences of the process of physical exchange of the Card, and supplementary services associated with the other type of Card.
27. The Main Card Holder shall also have the opportunity to initiate a Card type change himself, independently from any respective notification by the Bank. Such request shall be adjudged by the Bank as set out in section I to 5 of this Chapter II, with the provisions in II/26 to be applied further on.
28. Any Card type change as above shall be deemed as an amendment to the Contract, as a result of which the type of the Card and the contractual conditions set out in section 28 of the related Chapter II shall be modified; however, contractual conditions not affected by such change shall continue to be valid an in effect.
29. If the Card type amendment proposed by the Card Holder is approved by the Bank, then the Bank confirms the amendment of the Card type also in writing.
30. Card type change shall entail the physical exchange of the Card. The Bank blocks the card Holder's existing Card within 30 days from the issue of the new type Card, from which time the existing Card may no longer be used. The Bank sends the new Card to the Main Card Holder by post, at the responsibility of the Card Holder. By validating (activating)

the new type Card, the Main Card Holder accept the terms and conditions of the change of the Card type, referred to in the notice defined in Chapter II. Section 31, based on which the Contract amendment takes effect. Services attached to the previous Card will be automatically set up in the new Card after approved by the Bank (except for a Direct Debit Order from Cardholder's bank account managed by another bank submitted). The current Credit Line Drawn, recorded on the Card Account associated with the Card Holder's existing Card, shall be automatically carried over to the Card Account associated with the new type of Card before the new type of Card is issued by the Bank and shall be recorded there subsequently. The Credit Line Drawn - carried over this way - shall reduce the total Available Credit Line pertaining to the new type of Card; payment thereof shall be subject to the general rules of repayment. From that date, any payments effected by the Main Card Holder shall also be accounted for and recorded on the Card Account associated with the new type of Card.

### III. General transaction rules

1. Card Holder may specify Transactions and use the banking services associated with Cards as follows:

- by using ATMs or making purchases with the Card
- by using CitiPhone Banking (including all uses, when the Card Account is debited based on the Card Holder's authorisation)
- acting in person at branch offices of the Bank
- by using Citibank online

#### Transaction limits (hereinafter: limit)

2. The potential limits applicable for each transaction are included in the Conditions of Interest and Charges. According to the rules of changing the Conditions of Interest and Charges, the Bank shall be entitled to change or delete the Limits or to introduce new limits. Furthermore ATM operator Acquiring Places are entitled to determine further Transaction Limits at its own discretion irrespective of the Bank. These limits are not complying with the terms and conditions in the Conditions of Interest and Charges.
3. The Bank shall limit the highest Transaction amount available in the framework of CitiPhone Banking and the maximum amount allowed to be paid in cash (possible to be withdrawn) to the Card Holder within a day.
4. The Bank may limit the number of Transactions with the Card within a given period, the number and amount of refused Transactions; and the Main Card Holder may limit the maximum number of Transactions with Supplementary Cards within a given period. The Bank hereby calls the Card Holder's attention that Acquiring Places are also entitled to apply Limits, which may restrict Transactions beyond and independently from the Limits specified by the Bank.
5. As regards Card Transactions, the Bank operates a complex limit system besides the limits set out in the Conditions of Interest and Charges, aimed to eliminate abuses with the Card. For security reasons, this limit system is not published by the Bank.

### IV. Card use

#### PIN code, Citibank Online User Name and Password, T-PIN code (hereinafter: the PIN codes)

1. The Parties agree that the following identification procedures are to be used for acquiring the Transactions initiated by the Card Holder that are also deemed preliminary approval of the Payment transaction:
  - At Acquiring Places: presentation of the Card and/or the use of the PIN code
  - at PayPass Acquiring Places without presenting the PayPass Card, with or without customer identification, by placing the PayPass Card near the PayPass card acceptance device
  - for using CitiPhone Banking, the Card and its T-PIN code, or - instead of the T-PIN code - correct answers given to questions of identification
  - Through Citibank Online providing Citibank Online User Name and Password,
  - For purchases made via the Internet, telephone or letter: submission of the Card data, such as card number, maturity date, verification code to the point of sale, furthermore in case of Purchase with a Card with Internet security code at an Acquiring Place that joined the secure payment system requiring the use of Internet security code, the Internet security code is to be provided, too.

Signing the receipt for a purchase is deemed subsequent approval.

The Card Holder may not select any PIN codes identical with his date of birth, domicile, vehicle license number or anything similar which can be inferred in relation with the identity of the Card Holder; and the Card Holder shall be liable for any losses arising from such PIN code selection. The Card Holder shall be entitled to change his PIN codes. The Card Holder shall keep his PIN codes totally confidential. The PIN code, the Citibank Online User Name and Password can be modified through Citibank Online; the PIN code and the T-PIN code can be modified through CitiPhone Banking as well.

#### Main general rules of card use

2. The Card Holder may use the Card, both in Hungary and abroad, to pay for the price of services and products, for Cash Withdrawal or for using services deemed to be Cash Withdrawals at the Merchants authorised therefore, in the framework of legal regulations.

3. The Card Holder may only use the Card for paying the price of purchases and services actually performed. At Acceptance, the Card Holder shall be identified by checking the Card and PIN code and/or the signature thereon, at PayPass Acquiring Places for PayPass transactions the PayPass Card Holder places the Card near the PayPass card accepting device and customer identification will or will not be completed. Besides, an Acquiring Place may also require the Card Holder to present an ID card, a passport or another document suitable for identification in order to identify the Card Holder. Payment by Card shall be effected in accordance with the rules specified by the bank of the Acquiring Place. An Acquiring Place shall, in accordance with the contract concluded with its bank, accept all Cards pertaining to the Card Company indicated by it with a logo displayed. In the event of payment through the Internet, the Acquiring Place shall be entitled to request the date of expiry and other identification data on the Credit Card for the Transaction, furthermore in case of Purchase with a Card with Internet security code at an Acquiring Place that joined the secure payment system requiring the use of Internet security code, the Internet security code is to be provided, too.

4. The Card Holder may only properly use the Card; the Bank shall not be held liable for any losses arising from the improper use of the Card and incurred by the Card Holder or any third party. Improper use of Card shall mean the non-adequate use of the card concerning the relevant laws, particularly the legislative provisions relating to payments when (1) business associations with legal entity, private entrepreneur etc. makes Transactions regarding to its business activity instead of using bank account for circulation of money (transactions) regarding its business activity (business purpose) within the frame of the current contract; or (2) an amount exceeding the Credit Line is credited to the card account of the Card Holder.
5. The Card Holder shall make sure of the verity of the data indicated on the Transaction receipt. The Card Holder shall use his PIN and T-PIN codes in case of Transactions requiring the use of PIN and T-PIN codes and/or sign the Transaction receipt as indicated on the Card (except for ATMs and orders by Phone/Mail/Internet). By signing the receipt and with his approval and using the PIN and T-PIN codes, the Card Holder shall recognise that the Transaction has been effected as intended by the Card Holder, with the content indicated by the receipt. The Card Holder shall be liable for any legal consequences arising from any omission or defective performance of the above.
6. The Card Holder may only use his Card at those ATMs and Acquiring Places showing the logo of the Card Company as indicated on the Card. The Card Holder hereby understands and accepts that the Bank shall be entitled to cancel Card use in ATMs of other banks.
7. A Card Transaction shall be an operation irrevocable on part of the Card Holder. The Cardholder may initiate the correction of a payment transaction not approved or approved but executed erroneously immediately but not later than on day 90 following the execution of the payment order. The deadline will not apply if the Bank has failed to honour its subsequent obligation to provide information prescribed after the payment order.

The Bank shall immediately evaluate the request for correction and, subject to the result, honours the request for correction. The Bank shall prove that Cardholder has approved the payment transactions in advance or subsequently; the payment transaction has been properly registered and no technical error or breakdown of operations hindered execution.

In the event of having executed a payment transaction not approved, the Bank shall immediately reimburse the paying party the amount of the payment transaction, reinstate the status of the Card Account before the relevant charge and compensate the Cardholder for the damage.

8. The Card Holder - unless the Bank sends different notification not including the Overlimit within a minimum extent and due to an Off-line Purchase Transaction, exceptionally - may only effect Transactions up to the amount of the Credit Line, including any Charges related to the given Transaction and transactions with amounts exceeding the Credit Line of the card account resulting from improper use by the Card Holder. The Bank reserves its right to consider the regular, Overlimit to a significant extent or the execution of transactions of any amount exceeding the Credit Line as a negative factor upon the credit worthiness of the Card Holder in the Card renewal process and to deny renewing the Card. The amount of Spendings unpaid by the Payment Deadline shall increase the amount of the Credit Line Drawn in the next Settlement Period. The Credit Line shall be revolving - except for the amount of the Credit Line portion temporarily increased and used in case of using Advanced Loan on Phone -, meaning that the amounts repaid from the Credit Line Drawn, upon being credited to the Card Account, shall raise the amount of the Available Credit Line not including the Overlimit.
9. The Card Holder undertakes to always keep his Spendings within the Credit Line; the amount of Credit Line Drawn shall not exceed, for any reason, the amount of Credit Line in any given Settlement Period, except the case of Overlimit with section IV.8.
10. Each Transaction shall be deemed as an application for credit within the Credit Line, which the Bank shall be entitled to assess; and in the event that it is justified by the Card Holder's credit worthiness or the circumstances of the given Transaction, the Bank shall be entitled to

refuse the Transaction permit at its own discretion, with no reasons required. The Bank shall be entitled, any time, to modify the amount of the Credit Line at its own discretion, in accordance with its own credit rating and risk management regulations. The Bank shall notify the Main Card Holder about any modified Credit Line in the Statement of Accounts for the given Settlement Period. In accordance with Section 12 of XI of this General Contracting Terms and Conditions, in the event identified in sub-section c), Section 10 of X, the Bank shall reduce the credit line instead of terminating the Agreement with immediate effect if the Master Cardholder had defaulted with regard to any payment obligations in the period of 6 months preceding the review of credit-worthiness. The Main Card Holder undertakes to notify the Supplementary card Holder of such modified Credit Line. The use of Advanced Loan on Phone shall always constitute a temporary increase of the Credit Line; the portion of the Credit Line increased by Advanced Loan on Phone shall not be of the revolving type.

11. In relation to the Transactions effected with the Card, the Bank shall be entitled to impose any fees indicated in the Conditions of Interest and Charges.
12. The Bank undertakes that following the valid cancellation of the Card Holder's right of disposal as accepted by the Bank, the Card Holder's Card and his PIN and T-PIN codes pertaining thereto shall not be available for disposal in relation to the given Contract.
13. The rights and obligations set out in the Contract and associated with the Card shall be personal in order to protect the Card Holder's interests. The Bank shall not accept and shall not deem to be valid any authorisation granted by the Card Holder to any third party in relation with the Card, except for any authorisation by the Main Card Holder granted to a Supplementary card Holder with reference to a Supplementary Card.
14. A Supplementary card Holder shall not be entitled to provide any statements to amend or terminate the Contract; the Bank shall deem any such statements to be invalid.
15. The Supplementary Card shall become invalid if the Main Card becomes invalid. The invalidity of a Supplementary Card shall, however, not invalidate the Main Card and shall not terminate the Contract.

#### **Settlement of Transactions Executed in Different Currencies than Forint**

16. The Bank shall charge for any Spending both in HUF and in foreign exchange in HUF. In case of VISA Credit Cards the VISA International Card Company (hereinafter VISA Card Company) will transmit to the Bank the amount of the Transaction effected in a currency other than forint in forint (HUF). Currency conversion is done at the daily exchange rates applied based on the agreement concluded by the Visa Card Company and the Bank as follows:

- if the original currency of the Transaction is not the American dollar (USD), then it is first converted to USD and then that amount is converted to HUF;
- if the original currency of the Transaction is USD, then the original amount of the Transaction is converted to HUF, and sent to the Bank; and then such HUF amount is charged to the Card Account on the banking day (value date) following the date of processing by VISA Card Company. The cross currency exchange rate in respect of the original currency of the Transaction and the amount of the Transaction charged in HUF is shown on the Account Statement.

In case of MasterCard Credit Cards the Bank shall carry out the conversion between the currency of Spending and the currency of the Card Account by converting the amount expressed in the currency of the Transaction into the MasterCard International Card Company's (hereinafter MasterCard Card Company) settlement currency relating to the given Transaction at the buy-rate of the date when the Transaction is processed by MasterCard Card Company and determined by MasterCard Card Company, following which it shall convert the amount of the Transaction expressed in the settlement currency of MasterCard Card Company into the currency of the Card Account at the Bank's selling foreign exchange rate quoted in respect of the given type of Card on the value date. The Card Holder may obtain information on the exchange rates for the conversion from currencies other than the currency of the Card Account into the currency of the Card Account at any time via CitiPhone or in Bank branches, or on the Bank's website.

#### **Rules of Liability**

17. Liability for defects in equipment: The Bank shall accept no liability for any losses incurred by the Cardholder in connection with any defect occurring subsequent to issuance of the Card to the Cardholder.
18. The Bank shall accept no liability for any losses incurred by the Cardholder in connection with the refusal of Transactions by Merchants.
19. The Bank shall have no liability in any way for losses or damage of any nature sustained by the Cardholder in connection with any defect in any ATM, other equipment, communication system or device, data processing system or transmission error or any defect occurring for any other similar reason if such defect did not occur through the Bank's fault and the Bank proceeded with due care as expected in general, regardless of whether such an event occurred within or beyond the Bank's control.
20. Liability in connection with authority: Except in the case of its wilful and grossly negligent conduct, the Bank shall accept no liability for the execution of Transactions where the Cardholder is not identified with a PIN

code and the signature provided as certification of the Transaction is so similar to the Cardholder's specimen signature that the difference between the signatures cannot be established even with the degree of due care that may be expected to be exercised in such cases.

21. Liability for exceeding the Credit Line and the Limit: The Bank shall not be liable for the exceeding of the Credit Line and the Limit if, based on the procedural rules of the Card Company, the Transaction is not checked and approved by the Bank prior to its execution but, in particular, by the Merchant involved or the Card Company itself, and it is by virtue of his sole circumstance that one or several Transactions exceed(s) the Limit or the Credit Line.
22. Liability in connection with use of the Internet: Cardholders may use the Internet at their sole discretion, however, the Bank hereby draws the attention of Cardholders to the fact that, in the course of Transactions effected via the Internet, unauthorised third parties may gain access to the Cardholder's card number and e/PIN code and/or other types of card fraud may be committed to the Cardholder's detriment on the Internet. As a result of such fraud, the Cardholder may even sustain financial losses. The Bank shall accept no liability for any type of losses that the Cardholder may sustain in connection with using the Internet.
23. Liability of Supplementary card Holders: The Main Card Holder shall owe unlimited, joint and several liability for paying for the Spending of the Supplementary card Holders, however, the Bank shall also be entitled to enforce its claims against the Supplementary card Holders individually. The Supplementary card Holder shall reimburse the Bank for any losses and/or shall indemnify the Bank, together with the Main Card Holder, against all losses, damage, costs and expenses, which may arise due to the activities or omissions of the Supplementary card Holder.
24. Rules of liability related to Merchants: The Merchant is not the Bank's agent and does not proceed in the Bank's interest. The Bank shall not be liable for any losses sustained or incurred by the Cardholder by virtue of the fact that a person or organisation authorised thereto under the rules of the Card Company commits an error or omission in the course of the acceptance of the Card or does not authorise a given Transaction or refuses to accept the Card or the PIN code.
25. The Bank shall not be a party to any legal dispute that may arise between the Cardholder and the Merchant, and shall be entitled to supply the required information and data pursuant to the legal rules relating to bank secrets, the provisions of the Contract and the Cardholder's written declaration to that effect, however, at the Cardholder's request, the Bank shall investigate all relevant issues arising from use of the given Card and shall provide all reasonable assistance for the Cardholder for the satisfactory settlement of the dispute.
26. In the event of any dispute, which may arise between the Cardholder and the Merchant, such dispute, counter-claim or right of offset that the Cardholder may resort to, enforce or exercise against the Merchant shall not affect the liability of the Cardholder towards the Bank in anyway.
27. The Bank will not be made liable for any events resulting from a Point of Sale or country limiting or refusing to accept (sanctions) the Card issued by the given Card Company or the Bank (Issuer); or if a given Transaction is not executed due to reasons not attributable to the Bank as a result of the above circumstances or in accordance with provisions of an international agreement (sanctions), particularly with regard to measures to limit financial services taken by the UN, the European Union and the United States of America against those communities or service providers deemed to be within their group of interest.

#### **Transaction Types**

##### **Cash Withdrawal from ATM**

28. Cash maybe withdrawn with the Card in the official currency of the given country from ATMs forming part of the network of the Card Company.

##### **Payment at Merchants**

29. The Card may be used by the Cardholder for the purchase of goods and the settlement of the value of services.
30. The Card Account shall be debited on the basis of the data sent to the Bank by the Merchant's bank, and the Bank may therefore lawfully debit the Card Account even if no certificate was issued of the Transaction or it is not in the Cardholder's possession.

##### **Cash Withdrawal at Merchants**

31. Cash may be withdrawn with the bank card at merchants authorised thereto.
32. Transfer using Citibank Online. Citibank Online may be used for transferring amounts from the Card Holder's own card account into his own current account kept by the Bank.

##### **Transfer through Telephone Customer Service**

33. The Telephone Customer Service may be used for transferring amounts from the Card Holder's own payment account into current accounts kept at the Bank or in other Banks.

##### **Direct Debit (charged to Card Account)**

34. The Main Card Holder has the possibility of giving the Bank authorisation for the execution of Direct Debits to be submitted by a beneficiary account holder (service provider) to the debit of the Card Account attached to the Card and/or Supplementary Card. During the term of validity of such authorisation, the Bank shall execute any due Direct Debits submitted against the Card Account to the debit of the

Available Credit Line, in compliance with the relevant money transaction regulations, against the fee determined in the Conditions of Interest and Charges. The execution of a Direct Debit shall qualify as a Purchase. If the Bank limits the use of the Card, the Bank shall execute no Direct Debit even if this is otherwise permitted by the Available Credit Line. The Bank shall inform the Cardholder of Direct Debit Orders not executed for any reason in an Account statement. The Bank shall accept no liability for any losses sustained by the Cardholder or third parties which arise from the fact that (i) the Main Card Holder supplies the authorisation relating to the execution of Direct Debits with incorrect data, in particular, if the Main Card Holder uses an incorrect beneficiary or consumer identifier, or that (ii) a Direct Debit is not executed or not executed appropriately through the fault of the beneficiary account holder (service provider) submitting such Direct Debit.

## V. Payment of Charges, Credit Fee, Equal Payment Plan and Repayment of Credit Line Drawn

### Types of Charges

1. The Bank shall determine the types of Charges charged and their rates in the Conditions of Interest and Charges.

### Rules of Charging the Monthly Credit Interest

2. The Bank shall charge the monthly credit interest with the method of daily interest calculation. The rules of interest calculation not detailed herein are stated in the Conditions of Interest and Charges.

Interest exemption in the settlement period: if the Cardholder makes only Purchases in a particular Settlement Period and repays the full amount of the Credit Line drawn and stated in the Account Statement for the Settlement Period by the Payment Deadline following the particular Settlement Period, then the Bank shall charge no monthly credit interest on the Purchases made in the particular Settlement Period. Such credit interest exemption for the particular Settlement Period does not affect the Cardholder's other payment obligations relating to former or future Settlement Periods or otherwise arising from the Contract.

Monthly credit interest on cash withdrawal as of the booking date of the Transaction to the end of the Settlement Period: the Bank shall charge monthly credit interest on the amount of the Cash Withdrawal Transaction and the Cash Withdrawal Fee as of the booking date of the Transaction to the end of the given Settlement Period, or to the date on which it is paid, if it occurs sooner. The monthly credit interest is charged regardless whether or not the Cardholder repays, either in full or in part, the amounts related to such Transactions performed during the Settlement Period by the first subsequent Payment Deadline.

Monthly credit interest on purchases as of the booking date of the Transaction to the end of the Settlement Period: if the Cardholder does not repay the full amount of the Credit Line Drawn and stated in the account statement for the Settlement Period by the subsequent Payment Deadline, then the Bank shall charge monthly credit interest on the amount of all Purchases as of the booking date of the Purchases, as well as all other fees and charges relating to the use of the Credit Card to the end of the Settlement Period. The Bank shall state the monthly credit interest charged on the Purchases in the Account Statement for the Settlement Period following the particular Settlement Period.

Monthly credit interest on amount of credit line drawn and stated in the Account Statement following the Settlement Period: if the Cardholder does not repay the full amount of the Credit Line Drawn by the Payment Deadline, the Bank shall treat the unpaid part of the Credit Line Drawn as a single unpaid amount and shall charge monthly credit interest on this amount, and any unpaid part thereof, from the first day of the next Settlement Period until the date of the repayment of the full amount.

### Order of Settlement of Payments

3. The Bank shall settle any payments made by the Cardholder during the Settlement Period against the Cardholder's due debts in the following order:

Interest charged but unpaid in relation to the Advanced Loan on Phone Service

Due repayment in relation to the Advanced Loan on Phone service

Interest charged but unpaid in relation to the Loan on Phone Service

Due repayment in relation to the Loan on Phone service

Interest charged but unpaid in relation to the Equal Payment Plan (Automatic Equal Payment Plan) service

Due principal repayment in relation to the Equal Payment Plan (Automatic Equal Payment Plan) service

Interest charged but unpaid in relation to Cash withdrawals

Interest charged but unpaid in relation to Purchases

Charged but unpaid Late Fee

Charged but unpaid cash withdrawal fee

Charged but unpaid other fees

Cash withdrawals stated in the Account Statement

Purchases stated in the Account Statement

Cash withdrawals not stated in the Account Statement

Purchases not stated in the Account Statement

4. It is known to the Parties that the Bank shall not charge Monthly Credit Interest on every Spending item and that the Bank shall charge the Monthly Credit Interest on Spending types incurred in a given Settlement Period in another Settlement Period. With regard to these facts, the payments made in a given Settlement Period shall reduce the

Credit Line Drawn over several consecutive Settlement Periods, in such a way that the Monthly Credit Interest incurred in the Settlement Period shall decrease by the corresponding part of this reducing interest rate.

### Payment Methods

5. The Cardholder may repay the Credit Line Drawn in the following ways:

- by postal cash transfer orders provided by the Bank for the purpose (cash transfer orders); or

- by giving a transfer order to the debit of an bank account kept with another bank (by internal transfer from a HUF or foreign exchange account kept with the Bank)

- by permanent internal transfer applied through CitiPhone Banking or Citibank Online from a HUF bank account kept with the Bank (via CitiPhone Banking or Citibank Online) or

- by way of cash payments in the Bank's branches.

- via a Direct Debit Order from Cardholder's bank account managed by another bank.

That mode of repayment is not available automatically for all Cardholders. The Bank shall retain the right to exclude certain groups of Cardholders from the option of the above repayment.

6. Payments made in person in the Bank's branch or made via CitiPhone/CitiPhone Online from a retail bank account kept with the Bank (transfer or cash payment in the branch) shall be immediately available on the Card Account.

7. The order for permanent internal transfer applied through CitiPhone Banking or Citibank Online is set up in 2 working days after the application. The amount of the permanent internal transfer given by the Card Holder is distrained (blocked) on the HUF bank account of the Card Holder kept with the Bank one day prior to the Payment Deadline and transferred to the Card Account on the day of the Payment Deadline. The cancellation or deletion of the permanent internal transfer takes maximum 2 working days after reporting the claim on CitiPhone Banking or Citibank Online.

8. Provided the Bank is notified by Cardholder's account managing bank about acceptance of a form of authorisation relating to the execution of direct debit orders minimum 8 workdays before Payment Deadline related to the given Settlement Period, the Bank shall perform the payment relating to the given Settlement Period by means of a Direct Debit Order.

Cardholder shall acknowledge that, in accordance with a form of authorisation completed by him/her, the Bank will initiate monthly collection of the minimum amount, or if a performance limit has been specified, the amount given as the performance limit from the minimum amount.

Cardholder may initiate the modification of the amount of a direct debit order via the telephone customer service 'CitiPhone Banking' as follows:

- (i) the full amount of the Credit Line Used, or

- (ii) the Minimum Amount Payable, or

- (iii) an (identical) amount identified monthly irrespective of the Credit Line Used and the current amount of the Minimum Amount Payable.

Provided Cardholder issues authorisation to collect an (identical) amount identified monthly, but the amount of the Credit Line Used is lower than the amount identified by the Master Cardholder, the Bank shall initiate collection of the Credit Line Used.

On perfecting a payment obligation with Direct Debit Order, Cardholder shall ensure that the funds necessary for fulfillment in accordance with the form of authorisation or its subsequent modification be available on the bank account involved in the collection procedure one day preceding Payment Deadline.

The Bank shall try collection on due date only once.

Unsuccessful collection or collection of an amount lower than the Minimum Amount shall be deemed late payment and, in terms of its legal consequences, shall be the same as if Cardholder had defaulted with respect to any other payment mode selected.

Cardholder can initiate the termination or modification of any part of a Direct Debit Order with the bank managing his/her bank account involved in the collection procedure.

### Verification and Registration of Transactions, Cardholder's Comments

9. In each Settlement Period, the Bank shall send Account Statements to the Main Card Holder, to the address specified by the Main Card Holder, or at the request of the Main Card Holder the Bank makes available the Account Statements electronically to the Main Card Holder, in which it shall state the Credit Line Drawn and the Available Credit Line, the Spending made by the Principal and the Supplementary card Holders, separately, the Minimum Amount Payable and the Payment Deadline. The Cardholder shall pay the Bank at least the Minimum Amount Payable stated in the Account Statement by the Payment Deadline. The Parties shall agree that the Bank shall provide Cardholder with subsequent information in accordance with sub-section (1), Article 26 and sub-section (1), Article 23 of Pft by sending or making available the Account Statement.

10. The Cardholder shall, without delay following receipt of the Account Statement, report to the Bank via CitiPhone if, to the best of his/her knowledge, the Bank debited his/her Card Account with the amount of

the given Spending contrary to the terms of the Contract or without due legal grounds, otherwise the contents of the Account Statement shall be regarded as accepted by the Cardholder. The Bank shall investigate the report and shall respond to the Cardholder in writing in compliance with the provisions of Section XIV/3-4, within 15 to 30 days in general or, depending on the type of the Acquiring Place, acquiring bank or Card Company affected by the report, within 180 days of receipt of the report, at the latest, provided that all the documents and certificates relating to the contents of the report are at the Bank's disposal.

11. The Cardholder shall, without delay, inform the Bank via CitiPhone if he/she received no Account Statement in respect of the Settlement Period by the 8th day following the Settlement Period. In the absence of such notification, the Bank shall regard the Account Statement as duly delivered.
12. The execution of a Transaction is verified by electronic data, or, in the event of a non-electronic Card Transaction, by the paper Card Certificate, or if the Cardholder does not carry out the Transaction with the aid of the Card, by another certificate. The day on which the Bank processes the details of the certificate or the electronic details verifying the Transaction shall be the value date of the Transaction. Any paper-based certification (based on the Cardholder's special request) on the given Transaction shall be issued the earliest by the Bank in the value date of the Transaction.
13. In accordance with the provisions of the Electronic Account Statement Regulations the Bank provides for Account Statements to be forwarded electronically to the Main Card Holder. By accepting the Electronic Account Statement (E-statement) Regulations the Main Card Holder expressly requests the Bank to make available to him/her the formerly paper based, mailed Account Statement in respect of the consumer bank account, payment account or credit card account at the choice of the Main Card Holder exclusively via Citibank Online or send it as electronic Account Statement, as the secure, password protected attachment of an electronic message (e-mail), and simultaneously the Main Card Holder expressly requests the Bank to retain his/her paper based Account Statement and refrain from mailing it to him/her. The Main Card Holder acknowledges and accepts that if electronic Account Statement is requested, for security or other necessary reasons the Bank is entitled to mail the paper based Account Statement to the Main Card Holder. The precondition of the Service is use of Citibank Online Service if the Main Card Holder requests the electronic account statement service to be made available within the framework of the Citibank Online Service. The precondition of the Service is the provision of a valid e-mail address if the Main Card Holder requests the electronic account statement to be provided as the secure, password protected attachment of an electronic message (e-mail). The Main Card Holder can provide two e-mail addresses (primary and secondary) when applying for the e-statement service. The e-mail address provided at e-statement application overrides the e-mail address of the Main Card Holder provided earlier in relation to other Agreements or Services used pursuant to the General Business Terms. The Main Card Holder acknowledges and accepts that in case of any discrepancy between the e-mail address provided upon e-statement application and the e-mail address provided earlier to the Bank, the e-mail address provided upon e-statement application will be used for all Agreements of the Main Card Holder or other Services used pursuant to the General Business Terms. The Bank assumes no liability for any error of the Internet connection, particularly for inappropriate and incorrect e-mail address provided at the time of contracting or subsequently. The Bank undertakes no liability if due to errors in the telecommunication lines or mistake by the company or person providing the Internet service or due to software errors or for other reasons beyond the Bank's control the Bank is unable to provide the service or the Main Card Holder receives mistaken, incomplete data or receives data late and therefore the Main Card Holder is unable to use the service or unable to use the service on time or unable to meet contractual obligations. The form and content of the e-statement are identical with the form and content of the paper based Account Statement corresponding to the period stated in the e-statement concerned, except that in line with accounting regulations the e-statement is not an accounting certificate. Should the Main Card Holder require more frequent, more detailed information or information with different content, the Main Card Holder is obliged to reimburse the related actual costs of the Bank by paying the extra fee defined in the List of Interest Rates and Charges including the case when the Main Card Holder requested e-statement and requests the issuance of paper based bank account statements for earlier period(s). Detailed regulations on the e-statement service are contained in the Electronic Account Statement Regulation.
14. The Cardholder shall recognise the probative force of the Account Statements issued by the Bank and any other information sent to him/her on a case-to-case basis in connection with the Orders / Services.

#### **Late Payment**

15. The Cardholder shall fall into arrears if he/she fails to pay the Bank at least the Minimum Amount Payable by the Payment Deadline or fails to meet any other payment obligation by the due date thereof. In this case, the Bank may charge the default penalty determined in the Conditions of Interest and Charges, as in force, monthly.

16. In the event of late payment, the Bank may also charge the Cardholder for any costs incurred in connection with such late payment and the collection of the amount in arrears. The Bank shall be entitled to increase the amount of the Credit Line Drawn by the Charges so charged. In case of the order for permanent internal transfer applied through CitiPhone Banking or Citibank Online, if the balance of the Main Card Holder's HUF bank account does not cover the full amount of the transfer one day prior to the Payment Deadline, the Bank shall not notice the Main Card Holder about the rejection and Late Fee are charged for the Late Payment.
17. If the Cardholder fails to meet his/her payment obligation by the 90th day after falling into arrears initially, the Bank shall be entitled to charge a procedural fee up to 10% of the Credit Line Drawn.
18. The Bank's right of offset, rules of offset The Bank may debit any of the Card Holder's Accounts (Account shall be defined in the GBC) kept with the Bank with its due receivables bound to the Contract, without or in spite of the Card Holder's instruction. The Bank may exercise its right of off-set regardless of the fact that the currencies of the offset claims may be different. If the Card Holder fails to meet any of his/her due payment obligations towards the Bank and there is no sufficient Cover (Cover shall be defined in the GBC) for meeting the obligation on his/her Account kept in the same currency, the Bank shall be entitled to offset its due and unpaid receivables to the debit of the Card Holder's Account kept in another currency. The Bank shall convert the amount of foreign exchange into the currency of the receivables at its own foreign exchange buy rate quoted on the given day.  
If the Card Holder fails to meet any of his/her due payment obligations and there is no sufficient Cover on his/her Account kept with the Bank, the Bank shall be entitled to terminate the Card Holder's Tied-Up Deposit Agreement by extraordinary notice and to offset its receivables against the amount of the deposit thereafter. The Bank shall accept no liability for any losses arising therefrom.

#### **Exceeding the Credit Line**

19. If the Spending made in a given Settlement Period (including any unpaid Spending outstanding from the previous Settlement Period and the Charges charged by the Bank) exceeds the Available Credit Line, the Bank shall charge a fee for exceeding the Credit Line, as determined in the Conditions of Interest and Charges, as in force; excluding the case, when the Credit Line is temporarily increased with Advanced Loan on Phone. This rule shall also apply if the Cardholder exceeds the Credit Line in such a way that the Bank reduces or terminates the Credit Line or the Contract is terminated and the Cardholder does not repay his/her debt at the date of such reduction/termination. Any amount of Spending over the Credit Line shall be due and repayable from the date of the subsequent Account Statement.

#### **Equal Payment Plan (Automatic Equal Payment Plan), Loan on Phone and Advanced Loan on Phone**

20. In the case of Equal Payment Plan (Automatic Equal Payment Plan), Loan on Phone and Advanced Loan on Phone, the provisions set forth in Clauses V/1 to V/19 shall be valid with regard to the differences set out in the present Clauses V/20 to V/29.
21. The Bank shall determine the financial terms and conditions attached to Equal Payment Plan (Automatic Equal Payment Plan), Loan on Phone and Advanced Loan on Phone in the Conditions of Interest and Charges, including but not limited to the following: minimum amount of individual Purchase(s) and Cash Withdrawal, permitted terms, governing interest rate, charges and annual percentage rate and, in case of an Automatic Equal Payment Plan, the period of availability of such additional service.
22. The Main Cardholder alone will have the option to apply for Equal Payment Plan (Automatic Equal Payment Plan), Loan on Phone and Advanced Loan on Phone using CitiPhone, the Bank's Loan Line or another telephone channel designated by the Bank for the purpose. Any Purchase(s) - one or several - carried out by either the Main Cardholder or - except for Automatic Equal Payment Plan - the Co-cardholder may be the subject of the Equal Payment Plan scheme provided the total amount of the purchases involved in the application does not exceed the amount of the Credit Line and each Purchase complies with the conditions of the Equal Payment Plan scheme on its own. Transfer of a given Purchase into the Equal Payment Plan, and not into Automatic Equal Payment Plan scheme may be applied at the earliest on the date the given Purchase is booked by the Bank and - the latest - on the date of Payment Deadline identified in the Account Statement first displaying the given Purchase. If the Automatic Equal Payment Plan is requested, the Main Card Holder will define, within the limits set in the Conditions of Interests and Charges, the availability period of the Automatic Equal Payment Plan, the minimum amount of any Purchase that comes under the effect of the Automatic Equal Payment Plan and the maturity of the repayment.
23. No separate documentation is necessary for requesting Equal Payment Plan (Automatic Equal Payment Plan), Loan on Phone and Advanced Loan on Phone. With the application, the Main Card Holder simultaneously also declares that (i) prior to the date of the application, he/she had fully acquainted himself/herself with the terms and conditions applicable to Equal Payment Plan (Automatic Equal Payment Plan), Loan on Phone and Advanced Loan on Phone as set out in the present General Terms of Contract and in the Conditions of Interest and Charges (in

- particular: a) subject-matter of contract, b) annual percentage rate expressed in percentage, determination and amounts of any other charges not taken into consideration for the calculation of the annual percentage rate or if such charges cannot be determined precisely, an estimate with respect thereto, c) all charges related to the contract, including interest, ancillary charges and the annual value thereof expressed in percentage, d) a detailed definition of the terms and conditions and circumstances, in the case of which the percentage rate may be changed, e) number, amount and repayment dates of repayment instalments (Equal Payment Plan (Automatic Equal Payment Plan), Loan on Phone and Advanced Loan on Phone instalments), f) definition of required collateral and g) description of required insurance policies (if any), and that (ii) he/she expressly accepts the same without any reservation.
24. The Bank shall immediately assess the application via CitiPhone, or the Bank's Credit Line or some other telephone channel designated by the Bank and shall inform the Main Card Holder without delay of the result thereof, including the terms and conditions of repayment in the event of approval. If the application relates to an Advanced Loan on Phone requiring further credit rating, then the Bank shall approve the application after the credit rating. The Bank shall also confirm these terms and conditions in writing in the next Account Statement. The Bank shall send a written certificate of the approval of a Loan on Phone Plus product or informs the Cardholder about the rejection if further credit rating is required. Following approval, the Bank shall notify the Main Card Holder of the terms and conditions of the Automatic Equal Payment Plan in a written mail. The Main Card Holder hereby accepts that (i) the Bank shall decide on the application on its own, solely on the basis of the terms and conditions applicable to Equal Payment Plan, Loan on Phone and Advanced Loan on Phone and its own credit assessment criteria and other internal regulations, and that (ii) if the application does not satisfy the applicable terms and conditions or the Bank's credit assessment criteria or other internal regulations, the Bank may refuse the application.
25. The amount of the Purchase(s) and Cash Withdrawal(s) subject to Equal Payment Plan (Automatic Equal Payment Plan), Loan on Phone and Advanced Loan on Phone shall be repaid according to the rules of annuity, in monthly equal instalments which shall contain both the principal and the due interest debt. The due date of each Equal Payment Plan (Automatic Equal Payment Plan), Loan on Phone and Advanced Loan on Phone instalment shall coincide with the Payment Deadline stated in the Account Statement relating to the given Settlement Period. During the term of Equal Payment Plan (Automatic Equal Payment Plan), Loan on Phone and Advanced Loan on Phone, the Minimum Amounts Payable stated in the Account Statements shall also include the Equal Payment Plan, Loan on Phone and Advanced Loan on Phone instalments falling due in the given Settlement Period. In accordance with Hpt, a Cardholder deemed a Consumer shall be entitled to receive a statement of his debts under the Equal Payment Plan (Automatic Equal Payment Plan), Loan on Phone and Advanced Loan on Phone of a repayment table free of fees, charges and other payment obligations as long as the debts are outstanding.
26. The Main Card Holder has the possibility of initiating the modification of the terms and conditions of an Equal Payment Plan (Automatic Equal Payment Plan), Loan on Phone and Advanced Loan on Phone already approved by the Bank and still in force. The terms and conditions of Equal Payment Plan (Automatic Equal Payment Plan), Loan on Phone and Advanced Loan on Phone may only be modified via CitiPhone, based on the Cardholder's express request to that effect. Any positive balance recorded on the Card Account may only be used for covering any Spending, without increasing the amount of the Credit Line, and shall not serve to alter the terms and conditions of Equal Payment Plan (Automatic Equal Payment Plan), Loan on Phone and Advanced Loan on Phone. The subject-matter of such proposed modification may only be the full or partial repayment (pre-payment) of the Purchase(s) or Cash Withdrawal(s) subject to Equal Payment Plan (Automatic Equal Payment Plan), Loan on Phone and Advanced Loan on Phone prior to the due date or the reduction of the selected term. The terms and conditions of such modification, application and the approval thereof by the Bank shall be duly governed by the provisions set forth in Clauses V/21 to V/24. In the case of partial pre-payment and the reduction of the term, the Bank shall notify the Main Card Holder, inter alia, of the amount recorded under Equal Payment Plan (Automatic Equal Payment Plan), Loan on Phone and Advanced Loan on Phone and the amount, number and due dates of the Equal Payment Plan (Automatic Equal Payment Plan), Loan on Phone and Advanced Loan on Phone instalments so modified, and the rates of interest, charges and the annual percentage rate, pursuant to Clause V/24. The Cardholder indicates his intentions for partial and full repayment through CitiPhone Banking. The Bank transfers the amount to be repaid from the Equal Payment Plan and Loan on Phone into the ordinary repayment schedule simultaneously with the approval and shall record it as a Purchase or a cash Withdrawal transaction performed on the date of the transfer, charging monthly credit interest on the thus transferred amount as a principal amount at the ordinary rate in compliance with the Conditions of Interest and Charges from the date of the transfer. The Cardholder shall thereafter have the possibility of actually repaying the amount intended to be pre-paid according to the general rules. If the Cardholder intends to make an early repayment in relation to the Advanced Loan on Phone product, then he shall make available the repayment amount in the Card Account by the date agreed with CitiPhone Banking. If the amount to be repaid is not available on the transfer date, the Bank shall cancel the repayment order and the Advanced Loan on Phone shall continue to exist under the terms and conditions prevailing before the intention to make a repayment was communicated.
27. In case of having a Loan on Phone product(s), the Main Card Holder has the option to apply for another Loan on Phone. In this case the Bank shall add the amount of the outstanding principal of the amount the previous Loan on Phone (s) to the newly applied Loan on Phone and the Bank shall record this amount as single outstanding balance, to which the rules of the Loan on Phone is applicable. The Bank shall cancel the previous Loan on phone product(s), in this case Pre-payment fee is not charged.
28. If (i) the Main Card Holder fails to satisfy any of his/her payment obligations related to Equal Payment Plan (Automatic Equal Payment Plan), Loan on Phone and Advanced Loan on Phone pursuant to the terms of the contract, in particular, fails to pay any Equal Payment Plan, Loan on Phone and Advanced Loan on Phone instalment or does not fully pay an Equal Payment Plan, Loan on Phone and Advanced Loan on Phone instalment at the due date thereof, or (ii) violates any other payment obligation existing on the basis of the Contract, and if (iii) a change occurs subsequently, on the basis of which, with regard to the terms and conditions applicable to Equal Payment Plan (Automatic Equal Payment Plan), Loan on Phone and Advanced Loan on Phone and the Bank's own credit assessment criteria and other internal regulations, Equal Payment Plan (Automatic Equal Payment Plan), Loan on Phone and Advanced Loan on Phone would not have been permitted or the Bank would have refused the Main Card Holder's application for Equal Payment Plan (Automatic Equal Payment Plan), Loan on Phone and Advanced Loan on Phone, as of the date of becoming aware of such deficiency or breach of contract, the Bank shall become entitled to record the Purchase(s) and Cash Withdrawal(s) / delinquent part of Instalment principal amount concerned in the normal repayment system, and to terminate the service in case an Automatic Equal Payment Plan exists thereafter pursuant to Clauses V/1 to V/19 of the present General Terms of Contract. In this case, as of the date of the actual replacement of the Purchase(s) and Cash Withdrawal(s) concerned, that is, the principal amount subject to Equal Payment Plan (Automatic Equal Payment Plan), Loan on Phone and Advanced Loan on Phone / delinquent part, into the normal repayment / interest charging system, the Bank shall charge the normal rates of monthly credit interest and default interest, as set out in the Conditions of Interest and Charges, on this amount. The Bank shall inform the Main Card Holder of the cessation of Equal Payment Plan (Automatic Equal Payment Plan), Loan on Phone and Advanced Loan on Phone in the Account Statement.
- In case of the Supplement of the Advanced Loan on Phone, Bank is transferring new Advanced Loan on Phone addition to the original amount of the Advanced Loan on Phone (transferred according to the order of the Main Card Holder). The process of transferring of the Supplement is the following: Bank shall settle first the outstanding principal from the original transferred Advanced Loan on Phone, and cancel that in the same time, then transfer the remaining amount of the Supplement according to the order of the Main Card Holder. Afterwards the Bank shall keep the Supplement as Advanced Loan on Phone contracted with new conditions.
- When cancelling the original Advanced Loan on Phone contract no pre-payment fee is charged Bank shall inform the Main Card Holder about the modified conditions of the new Advanced Loan on Phone - among other things about the new instalment - verbally during the application of the Supplement, before the transfer, and in written afterwards. In other cases the Terms and conditions of the Advanced Loan on Phone are applicable for the Supplement.
29. If the Contract is terminated for any reason, Equal Payment Plan (Automatic Equal Payment Plan), Loan on Phone and Advanced Loan on Phone, too, shall cease automatically, in which case the full amount recorded in Equal Payment Plan (Automatic Equal Payment Plan), Loan on Phone and Advanced Loan on Phone, that is, both the Purchase(s) / Cash Withdrawals and the attached interest (except the interest related to Equal Payment Plan (Automatic Equal Payment Plan) and charges, shall become due and repayable in one sum at the date of the cessation of the Contract. If the Bank does not renew the Main Card Holder's Card, the full amount recorded in Equal Payment Plan (Automatic Equal Payment Plan), Loan on Phone and Advanced Loan on Phone, that is, both the Purchase(s)/Cash Withdrawal(s) and the attached interest and charges, shall be repaid under the terms and conditions applicable to Equal Payment Plan (Automatic Equal Payment Plan), Loan on Phone and Advanced Loan on Phone provided that the Automatic Equal Payment Plan shall expire on the date of expiry of the Card. In case of cancellation/blockage or limitation of use of the Card, if the Card will become usable again during the availability period of the Automatic Equal Payment Plan, the availability period of the Automatic Equal Payment Plan shall not be extended by the period missed due to the cancellation/blockage or limitation of use of the Card.

## VI. The CitiPhone Banking Telephone Customer Service

1. With the help of the CitiPhone Banking service, the Cardholder may execute certain Transactions by telephone, may request certain services by telephone and may receive answers and legal remedy to and in connection with his/her questions related to the services around the clock, everyday of the week.
2. Prior to use of the CitiPhone Banking Service and any specific Transaction, the Bank shall request the Cardholder to provide the T-PIN code. For security reasons further verification questions may be asked. The correctness of the answer shall be checked by the Bank's software. The system of the CitiPhone Banking Service has been designed in such a way that the Bank is unable to execute a Transaction (service request) until the above check is completed with a satisfactory result.
3. The Cardholder hereby agrees that all CitiPhone Banking telephone conversations shall be recorded and the Bank may use the sound recordings as evidence in any official proceedings, pursuant to the rules of law.
4. The Cardholder hereby accepts that the data recorded by the Bank in connection with any CitiPhone Banking Transaction (service) shall constitute sufficient evidence regarding use of the given service, submission of the Transaction and, where applicable, the prior verification of the Card number and the T-PIN code.
5. The Bank shall provide the following Transactions and services via CitiPhone Banking:
  - a) account information (Credit Line Drawn and Available Credit Line, specific Transactions, contents of last or penultimate Account Statement, etc.),
  - b) reporting of changes in details supplied by the Cardholder to the Bank in connection with the Contract unless written records are required by law or by the Contract,
  - c) re-issuance of Account Statements,
  - d) blocking of Cards, application for new Cards, activation of Cards,
  - e) announcement of complaints related to the Contract, use of card and services,
  - f) detailed and comprehensive information on the services and Transactions,
  - g) submission, alteration or cancellation of authority to direct debits,
  - h) application for, suspension and cancellation of the Citibank SMS Alerting Service,
  - i) services relating to certain insurance policies attached to the Contract,
  - j) application for electronic account statement, change of delivery method, cancellation
  - k) transfer from the Card into other accounts.
6. The Bank may, in the future, also offer other Transactions and services via its CitiPhone Service. The Bank shall inform the Cardholder of the terms and conditions of such Transactions and services as appropriate.
7. The Bank shall be entitled to withdraw the availability of certain Transactions and services via CitiPhone if the risks of the given Transaction and service or the legal rules relating to the given service and Transaction change detrimentally.

### Confirmation of CitiPhone Banking Transactions and Services

8. The Bank shall register all Transactions executed as part of its CitiPhone service and shall confirm them towards the Cardholder in the Account Statement relating to the given month. In addition, the Bank shall record all CitiPhone Banking telephone conversations. The Cardholder hereby accepts that the data registered by the Bank in connection with the Transaction shall constitute sufficient evidence for the Bank to credit or to debit the Account with the amount of the Transaction or to process the Service request. The Cardholder shall inform the Bank if, based on the information at his/her disposal, there is a discrepancy between the data of the Transaction or service request given by him/her and the data stated in the Account Statement or if the data stated in the Account Statement in connection with the Transaction do not correspond to the truth for any other reason.

## VII. Citibank Online Internet banking and Citibank Mobile Banking

### Technical conditions of Citibank Online

1. Citibank Online can be used in case the following technical conditions are available:
  - (1) personal computer with mouse;
  - (2) internet link; and
  - (3) an internet browser/web-browser with 128-bit coding supporting the use of Citibank Online (such as e.g., Netscape Navigator 4.06 or a newer version or Microsoft Explorer 4.0 or more recent version).
2. The Card Holder shall arrange for the availability of the above conditions for the use of Citibank Online. The telephone, internet fees and other fees and costs arising from the use of the Citibank Online facility shall be covered by the Card Holder.
3. The Card Holder shall use a web-browser with 138-bit coding in Hungary for Citibank Online. Outside Hungary the use of web-browser with 128-bit coding may be illegal in some countries, according to their regulations. The Bank assumes no liability for the Card Holder using the Citibank Online service in some countries which do not permit the use of the 128-bit coding system and the Bank shall not be held responsible

if the Card Holder cannot use the Citibank Online service in such countries.

### Services available through Citibank Online

4. The Card Holder can obtain information on the following subjects and can carry out the following transactions with the help of Citibank Online:
  - (i) Card account information, balance query (Credit Line Drawn and Available Credit Line), information on the transactions carried out on the Card Account, the Minimum Amount Payable to be paid, Payment Deadline and their downloading onto the computer of the Card Holder;
  - (ii) in case the Bank also manages the current account for the Card Holder, transfers between such current account and the Card Account,
  - (iii) changing the PIN and Citibank Online password related to the card,
  - (iv) application for, modification, suspension, cancellation of, Citibank Alerting Service.

### Other services

5. With Citibank Online the Bank can send notifications and messages to the Card Holder. The Card Holder specifically agrees that with the proper modules, text windows and other tools of similar purpose (e.g., click acceptance, e-mail) the Parties can notify one another validly in connection with the Contract, provided that prior to such communication the Bank can identify the Card Holder on the basis of the Citibank Online code, in a manner specified in this Contract.
6. There is no possibility to withdraw or modify transactions through Citibank Online.
7. The Bank shall send no messages by way of Citibank Online on transactions carried out through Citibank Online, except when the Bank could not execute the transaction for any reason.
8. In the future the Bank can offer other transactions and services also by way of Citibank Online and it shall properly disclose the conditions of such services to the Card Holder.
9. The Bank shall have the right to withdraw the availability of certain transactions and services with the use of the Citibank Online in case the risk related to the given transaction or service increases or the legislative provisions applicable to such transactions or services have changed negatively.

### Log-in, activation

10. The Bank makes available the Citibank Online and Citibank Mobile Banking services to all Main Card Holders, without the obligation to use the services. The condition of actually requesting and using Citibank Online and Citibank Mobile Banking is registration by the Main Card Holder for the Citibank Online service on the web site of the Bank and the Main Card Holder accepting upon registration the terms applicable to the service. The Bank shall make available the Citibank Online and Citibank Mobile Banking services on the working day following the receipt of the activation request submitted through CitiPhone Banking and offer a Citibank Online and a Citibank Mobile Banking connection between the Bank and the Card Holder and the opportunity of registration.

### Transactions with Citibank Online service

11. A Citibank Online service may only be used after an identification procedure performed based on the Citibank Online Username and Password. The Bank shall perform the transactions given with the help of the Citibank Online according to general regulations. When performing the transactions the Bank shall not be obliged (but can, if it finds it necessary) to request confirmation of the contents of the transactions by the telephone from the Card Holder.
12. For several reasons, among others for the protection of his/her interests the Card Holder agrees that every internet based log-in to Citibank Online for banking transactions can be saved and stored in one file to serve as evidence of the given banking transaction and certifies the preliminary check of the Citibank Online User's Name and Password. The Card Holder hereby accepts that the data registered by the Bank in connection with the transaction shall serve as evidence for the Bank to credit or debit Card Holder's account with the sum of the transaction and to perform the required service. The Card Holder shall notify the Bank in case - according to his/her knowledge - the transaction or the required service specified by him and the data on the Banking Statement differ, or if the data related to the transaction stated on the Banking Statement are incorrect for any other reason.
13. The Bank shall not be liable for any fault in the internet connection. The Bank shall not be responsible if, for any reason arising from the fault of the telecommunication lines or the software program of the company providing the internet service or for some other reason outside the Bank's control it cannot perform the service or if the data reach the Bank incorrectly, incomplete or late and thus the Card Holder cannot make use of the services of the Bank.
14. The Bank shall have the right to change, suspend or cancel at any time and without preliminary notification or explanation the security or maintenance of Citibank Online service or the right of the Card Holder to use the Citibank Online service. The Bank shall not be liable for any loss or damage caused to the Card Holder due to such change, suspension or termination.

### Termination of Citibank Online service

15. In case the Card Holder notices, or assumes that in the course of an Citibank Online service unauthorised third parties had access to his/her data, or an unauthorised transaction was carried out in connection with his/her Card Account through Citibank Online, he/she shall notify the Bank by using the method applicable to the cancellation of the card. On the date when the report is submitted the Bank shall promptly cancel the card and shall provide new access to the service.
16. When the effective term of the Card ends or it is cancelled, the Citibank Online service cannot be used until the new Card is activated.
17. The Card Holder can at any time announce in writing, or by telephone through CitiPhone, that he requests the termination of the Citibank Online service, in other words it waives the use of the service. The access of the Card Holder to the Citibank Online shall terminate on the first subsequent working day after the setting has been made in the Banking system.

### Specific conditions applicable to Citibank Mobile Banking service

18. The terms applicable to Citibank Online are to be applied to Citibank Mobile Banking with the differences stated in this section.
19. An active mobile Internet connection and a mobile phone with an Internet browser installed are required to use Citibank Mobile Banking. With certain mobile phone and software combinations the Citibank Mobile Banking or certain Citibank Mobile Banking functions may not be used optimally. The list of mobile phone types ensuring the most optimal use of the service can be found at the website of the Bank ([www.citibank.hu](http://www.citibank.hu)).
20. Citibank Mobile Banking can be applied for jointly with the registration for Citibank Online. If the Card Holder already applied or registered for Citibank Online, Citibank Mobile Banking becomes automatically available for the Card Holder, with no obligation to use the service and without separate fee for the service.
21. Citibank Mobile Banking can be accessed at [mobile.citibank.hu](http://mobile.citibank.hu). Citibank Mobile Banking can be used following identification with the existing Citibank Online codes.
22. The following functions can be accessed through Citibank Mobile Banking:
  - (i) Accounts
    - Account overview (consolidated balance information)
    - Account details (details and transactions)
  - (ii) Offers
  - (iii) Citibank branches and ATM locator.
23. The Bank charges no fee for the use of Citibank Mobile Banking, however, the mobile operator of the Card Holder charges a fee for transmitted data. The agreement concluded by the Card Holder and the mobile operator concerned includes provisions on fees and other terms.
24. The Citibank Mobile Banking service shall be terminated automatically and simultaneously if Citibank Online service is terminated, for whatever reason.

### VIII. A) Citibank Alerting Service

#### Rights and obligations of the Parties

1. Depending on the items actually determined by the Bank on the given date /time, the Card Holder can define on the Application Form, by CitiPhone Banking or Citibank Online under what conditions he/she wishes to use the Citibank SMS Alerting Service and to what mobile phone number and/or e-mail the messages should be sent, provided that only one mobile telephone number and two e-mail address can be specified for the use of the Citibank SMS Alerting Service even if the Card Holder wishes to use the Citibank SMS Alerting Service in connection with several Contracts or other Services used on the basis of the GBT. The e-mail address provided at Citibank Alerting Service overrides the e-mail address of the Card Holder provided earlier in relation to other Agreements or Services used pursuant to the General Business Terms. The Main Card Holder acknowledges and accepts that in case of any discrepancy between the e-mail address provided upon Citibank Alerting Service application and the e-mail address provided earlier to the Bank, the e-mail address provided upon Citibank Alerting Service application will be used for all Agreements of the Main Card Holder or other Services used pursuant to the General Business Terms.
2. Card Holders may receive messages on the Transactions performed with their own cards and the cards of Supplementary card Holders.
3. In case of Purchases in compliance with the section IV. 16 the amount of the Credit Line Drawn on the day of the Purchase shown in the informative message might be different from the amount of the Credit Line Drawn on the day of the Transaction Registration. This is due to the possible change of the foreign exchange rates between the day of the Purchase and the day of the Transaction Registration.
4. In conformity with the conditions specified by the Main Card Holder the Bank shall send messages in Hungarian or English to the mobile telephone number and/or e-mail address. The SMS message sent by the Bank shall not always contain the sender's telephone number
5. The Main Card Holder shall not be able to send message to the Bank or reply to the message sent by the Bank.
6. The Bank retains the right to suspend the Service without preliminary notice whenever it is necessary for maintenance or security reason.

7. Prior to using the Service the Card Holder shall check whether the mobile phone and the personal computer are suitable for receiving the message.
8. The Card Holder shall do his/her utmost to prevent unauthorised parties from having access to the mobile phone and personal computer.
9. The Card Holder shall notify the Bank in writing, by way of the CitiPhone Banking or Citibank Online in case his mobile phone number or e-mail address changes so that the written notification reaches the Bank before the given change takes place. Until such notification is received, the Bank shall continue to send the messages to the earlier mobile phone number or e-mail address. The Bank shall not be liable from the arising losses.

#### Liability

10. In case the mobile phone or the personal computer is unsuitable for receiving the messages, the Bank shall not be liable for any consequential losses.
11. The Bank shall not undertake liability for the accuracy, validity, or inaccessibility of the messages. The messages serve exclusively the purpose of information and shall not be considered as accounts or banking statements.
12. The Bank shall not be liable for the accuracy of the data made available to it by the Card Holder or a third party and the Bank shall not be obliged to check the validity of such data. The Bank shall not check the beneficiary of the mobile phone number or e-mail address specified by the Card Holder and disposal over the messages sent to the Card Holder in conformity to the instructions given by the Main Card Holder is the responsibility of the Card Holder.
13. The Bank shall have no responsibility whatsoever for any loss suffered by the Card Holder in connection with the Service, with special regard to the following:
  - (i) if the loss occurred because the Card Holder failed to meet any of his/her obligations arising from the Contract, or meets them with a delay;
  - (ii) if the communication lines break, or some problem arises in the operation of the telecommunication service providers as a consequence of which the data do not reach the mobile phone number or e-mail address, or reach them only partially or late;
  - (iii) if the Card Holder suffers in relation to the Service due to any reason which was not under the control of the Bank;
  - (iv) if the loss is related to the mobile phone or the personal computer (including especially but not exclusively, when they are no longer in the possession of the Main Card Holder, they are unlawfully, fraudulently used, suspended or break down, or operate poorly).
14. Under no condition shall the Bank undertake any responsibility for any loss of the Card Holder arising directly or indirectly from the use of the Service, or for any opportunity cost due to such use.
15. The liability of the Bank starts by launching the message from the Bank until it reaches the centre of messages of the mobile phone or internet service providers. The Card Holder shall undertake all risks arising from the sending of the messages.

#### Fees and charges

16. The Bank shall charge the applicable fee stated in its Conditions on Interests and Fees for the Service.
17. In the case of a flat fee the Bank shall charge the entire monthly fee for the Service even in case the Card Holder uses the Service only during part of the given month, for whatever reason.

#### Messages sent by the Bank

18. In case the Card Holder requires the Service, in addition to the types of messages selected by him/her, he/she shall also receive automatically the messages sent by the Bank.
19. Among the messages initiated by the Bank the Card Holder cannot suspend or cancel certain specific services which are closely related to the given Service – such as reminders of the end of the term of the card, the payment deadline – unless he suspends or cancels the entire Citibank SMS Alerting Service. The Card Holder can request the cancellation of the advertising and other promotional messages initiated by the Bank through any channel.

#### Suspension of the Service by the Card Holder

20. During the use of the Service the Card Holder can at any time suspend the use of the Service through any channel by which he/she can apply for it.
21. When the Service is suspended upon the Card Holder's request, the Service shall be suspended in the Bank's own system until the Card Holder re-applies for the same Service.
22. The Bank shall charge the entire monthly flat fee of the Service during the entire period of suspension, under unchanged conditions.

#### Cancellation of the Service

23. The Card Holder shall have the right to declare in writing or through CitiPhone that he/she no longer wants to use the Service. The Bank shall terminate the Service within two working days after the receipt of the notice.
24. The Bank shall have the right to terminate the Service with a notice period of 15 days.
25. The termination of the Service shall not mean the suspension, waiver or termination of the mobile phone number or e-mail address with the given service provider.

## VIII. B) Internet security code

- At its discretion the Bank is entitled to decide whether the Card is suitable for the use of the Internet security code.
- The Card Holder acknowledges that the Bank sends in a short text message (SMS) to the mobile phone number provided by the Card Holder to the Bank the identification code required to complete the Purchase Transaction in the web shop and on the web site of the Acquiring Place that joined the secure payment system requiring the use of the Internet security code. The Card Holder also acknowledges that if it did not provide a mobile phone number to the Bank and the precondition of making a purchase in the web shop and on the web site of the Acquiring Place that joined the secure payment system concerned is the use of the Internet security code, the Card Holder cannot use its credit card to complete a purchase in the web shop and on the web site of the Acquiring Place that joined the secure payment system.
- The SMS message containing the Internet security code sent may not always include the sender phone number. The Cardholder cannot send a message to the Bank or respond to the message sent by the Bank, either.
- The Bank reserves the right to suspend the service without prior notice if this is necessary for maintenance or security reasons. The Bank assumes no liability if the Cardholder cannot use the Internet security code due to security, maintenance or other reasons arising on behalf of the Card Company or the Acquiring Place. The Cardholder acknowledges that in such cases it cannot use the Card to make a purchase in the web shop and website of the Acquiring Place concerned.
- The Cardholder is obliged to make sure and provide that the mobile phone is suitable to receive SMS messages. If the mobile phone is not suitable to receive SMS messages, the Bank shall not be liable for damage arising therefrom.
- The Cardholder is obliged to do its best to prevent unauthorized access to the mobile phone.
- The Cardholder is obliged to inform the Bank in writing or through CitiPhone Banking if its mobile phone number is to be changed in a way that the notice on the mobile phone number change is received prior to the change. Until notice is given the Bank sends the message containing the Internet security code to the previous mobile phone number. The Bank assumes no liability for damage arising therefrom.
- The Bank assumes no liability for any error of the Internet connection and the appropriateness and correctness of the mobile phone number provided by the Cardholder at the time of contracting or subsequently. The Bank undertakes no liability if due to errors in the telecommunication lines or mistake by the company or person providing the Internet service or due to software errors or for other reasons beyond the Bank's control the Bank is unable to meet its obligation related to the Internet security code or the Cardholder receives mistaken, incomplete Internet security code or receives Internet security code late and therefore the Cardholder is unable to meet contractual obligations or unable to meet them on time.
- The Bank does not check the beneficiary of the mobile phone number provided by the Cardholder, either, the Cardholder is responsible for disposition over the SMS messages sent in line with the instructions of the Cardholder, additionally the Bank assumes no liability if damage arises in relation to the mobile phone, particularly but not exclusively from unauthorized, fraudulent use, cancellation, out of order condition, erroneous operation of the mobile phone.
- At any time the Cardholder is entitled to advise in writing or through CitiPhone that it no longer wishes to use the service. Within two working days of the advice made the Bank terminates the service.
- At any time the Bank is entitled to terminate the service with a notice of 15 days.

## IX. Cancellation of the card and the PIN codes

- The Cardholder may use the Card in compliance with the rules stated in the Contract. The Cardholder must take all reasonable measures to keep his Card and the PIN codes safe, particularly to prevent the loss or theft of the card or the disclosure of his PIN codes to third parties.
- In case the Card or the PIN codes land in the hands of unauthorised persons, especially if they are lost, stolen (hereinafter: "lost") or if the Card Holder notices any unauthorised transaction on the Banking Statement, he/she shall promptly notify the Bank through CitiPhone Banking. The Card Holder shall also promptly notify the Bank when the Card is no longer in his/her possession.
- Concurrently with the report - provided it is possible based on the reason for cancellation - the Card Holder shall destroy the card specified in the report with cutting the Card into small pieces. The Card Holder shall be responsible for the consequences of failure to do so. The Card Holder shall assume that he sends the Card cut into pieces to the Bank in order to assist in the effective investigation of possible unauthorized card usage. If it is considered that the Card Possessor has acted with the prudence expected from him/her and criminal action occurred in relation to the Card /PIN Codes, the Card Holder shall promptly indicate his suspicion to the authority competent for the investigation of criminal actions.
- On the date when it receives the report on the loss the Bank shall promptly cancel the affected Card. After the time of the verbal notice the Card Holder shall not longer be responsible for the Transactions carried out with the Card/PIN Codes, unless it can be proven later that

the Card or the PIN Codes reached the hand of third parties as a consequence of the intentional attitude or grave negligence of the Card Holder.

- After receiving the verbal report the bank shall do its utmost to replace the lost Card and to mail it to the address of the Card Holder or to provide for the possibility for its collection by the Card Holder personally.
- After the cancellation the Card can no longer be used; it must be destroyed and the Bank shall be notified on the destruction.
- The Bank shall be entitled to block the Card for security reasons if contractual risk materially changes, in the event the Credit Line is overdrawn, there is grounded suspicion of Card abuse, irregular card use, if there is a breach of contract by Cardholder, if the Agreement is terminated, furthermore, if the risk of Cardholder being unable to honour his/her payment obligations to the Bank materially increases or if it seems necessary in order to protect Cardholder from damage. The Bank shall inform Main Cardholder of the above measure over the telephone, in an sms, in a letter or in another way suitable for keeping contact, except if it can jeopardize the security of the operations of the Bank or if the provision of information is banned by law.
- The Bank shall not be liable for any loss caused by the suspension to third persons. The suspension shall be final and irrevocable, and after its announcement the Card/PIN Codes can no longer be used. The Card can only be replaced by the issuance of a new Card. The Bank shall undertake no responsibility for any loss suffered by the Card Holder by failure to suspend the Card /PIN Codes or related corrupt practices. The Card Holder shall carry the costs arising with the Card Holder in connection with the cancellation. The Bank shall have the right to charge to the Card Holder the costs of foreign correspondence, mailing parcels and insured letters in connection with the cancellation.
- The Bank shall undertake no liability for the losses suffered before the cancellation of the Card/PIN Codes due to their unauthorised use. In case the Card Holder acts in conformity to the provisions of this Contract and also with due prudence, the Bank shall refund to the Card Holder the entire proven loss - up to HUF fifteen million - caused by the unauthorised use of the Card /PIN Codes after the cancellation. In case the loss did not occur due to intentional or abusive actions or grave negligence of the Card Holder, after the submission of the report on cancellation, the Card Holder shall have to cover maximum forty-five thousand Forint's of the loss occurring before the announcement of the cancellation, and the losses occurring after the attachment shall be covered by the Bank. The Cardholder may not be held liable even up to the HUF 45,000 if the Card is used without his physical presence or electronic identification. Cardholder will not be made liable regarding Payment transactions not approved if damage has been caused by means of a customised procedure deemed a cash substitute payment method that has occurred using an IT instrument or telecommunication instrument or if it has occurred without the use of personal security elements (particularly PIN code or authorisation code).
- Upon the Card Holder's request the Bank shall issue a certificate on when and with what contents the cancellation was reported to the Bank.
- The Bank shall be liable for damages arising from the failure to comply with the obligations defined under section IX/4., including also damages arising when the Cardholder is unable to fulfil his reporting obligation defined under section IX/2 due to any technical reason attributable to the Bank. Any payment made based on the use of the Card by an unauthorised person in relation to distance sales transactions falling under the scope of Government Decree 17/1999 (II.5) - Korm. on contracts of distant parties and Act XXV of 2005 on service contracts in the financial sector for the purpose of distance sales must be cancelled upon the Card Holder's request and the Bank shall credit or repay to the Cardholder any amount paid out under such a title. The Cardholder may not waive his right to such an application. Furthermore the Bank shall not take the responsibility for the damages from the following cases: (i) it is proven that the Card Holder shared the security data related to the Card, CitiPhone Banking or CitiBank Online services (particularly: Card number, expiry date, PIN codes, CitiBank Online User Name, Password), or (ii) does not change the secret numbers ( PIN codes, CitiBank Online User Name, Password) despite the Bank's security warning, or (iii) does not willing to co-operate with the Bank regarding the Bank's security standards.
- With regard to any other issues not regulated under Chapter IX the rules on the obligations, liability and damages, as well as the Pft, and MNB relevant provisions shall be applied.

## X. Securities

- The Card Holder, by virtue of signing the Bank's form issued for this specific purpose (Payment Transfer Instruction), requests his employer to transfer a maximum of 33% of the Card Holder's regular monthly wages/fees/remuneration due to the account named by the bank as long as the outstanding balance of the debts does not reach zero; and he also authorises the Bank to request payment from the Card Holder's employer directly up to the highest proportion of Card Holder's regular monthly wages/fees/remuneration due allowed by the law if the Card Holder falls in arrears with his payments due, and this payment shall be made by the Employer to the bank account specified by the Bank; and, by signing the Payment Transfer Statement, the Card Holder accepts that no employer details are entered on the form at the time of his signature in consideration of the fact that the details of the

- identity of Card Holder's employer may change over time, but that if the Card Holder falls in arrears with his payment, authorises the Bank to state the amount in arrears together with the details on the Card Holder's Employer of the day a posteriori on the form. The Card Holder explicitly acknowledges that the Bank is entitled to request payment from his employer of the day on the grounds of the Card Holder's authorisation. The Card Holder acknowledges that he is obliged to inform the Bank about the name and address of the actual Employer.
2. The Card Holder authorises the Bank to debit any of his accounts or liquid assets held with the Bank up to the sum of his due and outstanding liabilities arising from the Contract. The provisions of Pft. on payment services and electronic payment instruments shall govern this entitlement of the Bank.
  3. If the Card was issued on the basis of any security provided as collateral, then the Bank reserves the right to withhold the aforesaid securities for a period of at least 45 days starting from the withdrawal or the blocking of the Card, or from the date of the Contract's termination for whatever reason. The Card Holder may not terminate the Cash Collateral Agreement within this period.
  4. The Bank may, using his exclusive discretion, may request the provision of other securities from the Card Holder prior to the application for the Card or, at a time subsequently.
- XI. Amendment to, Discontinuation of the Contract**
- Bank's unilateral Amendment to the Contract**
1. Unilateral amendment of Contract that is Unfavourable for the Card Holder
    - 1.1. The Bank expressly reserves the right to to modify any (i) interest (ii) fees or (iii) charges unilaterally in a way disadvantageous for Cardholder. The three contracting terms referred to may be modified in accordance with the provisions of Hpt, the Code of Conduct and the Pricing Principles of the Bank, as well as the provisions of this Chapter.
    - 1.2. The Bank may use its right of unilateral modification if the objective circumstances providing grounds for the modification are defined in detail in the Agreement (Section XI.1.3.) and the Bank has recorded its Pricing Principles in writing.
    - 1.3. The following factors, if changed, will make the Bank entitled to unilaterally modify the interest of the Agreement adversely for the Cardholder:
      - 1.3.1. Changes in the legal and regulatory environment:
        - a) legislative changes, decree of the National Bank or changes in other rules mandatory for creditors relating to the operations of the Bank affecting contractual legal relations closely and directly
        - b) changes in public dues (for instance, taxes) relating to the operations of the Bank affecting contractual legal relations closely and directly, adverse changes in the rules of mandatory reserves
        - c) changes in the amount or fees of mandatory deposit insurance, 1.3.2. A modifications of money market conditions or the macro-economic environment
      - 1.3.2. Changes in the cost of funds of the Bank or changes in the possibilities of obtaining funds from the money market), so particularly but not exclusively
        - changes in the credit rating of Hungary
        - changes in credit default swap
        - changes in the base rate of the National Bank, NBH repo and deposit interest rates,
        - changes in inter-bank money market interest rates, credit interest rates,
        - shifts in the yield curves of bonds issued by the Hungarian State or by the creditor and of SWAP,
        - changes in the yield of securities publicly issued ensuring refinancing or changes in its risk rating by an external credit rating organisation recognised by its issuer or changes in the costs related to such rating,
        - changes in the interest rates of creditor's termed client deposits.
      - 1.3.3. Changes in the risk rating of Cardholder,
        - a) Rating Cardholder or the credit transaction into a different risk category in accordance with the Bank's asset rating rules in compliance with the relevant legislative provisions or in accordance with the Bank's internal debtor rating rules with special attention to changes in Cardholder's financial position or stability of solvency if the new rating has justified impairment and - therefore - changes in the risk margin applied.
        - b) Changes in credit transactions belonging in the same risk category in accordance with the Bank's asset rating rules in compliance with the relevant legislative provisions or in accordance with the Bank's internal debtor rating rules or changes in Cardholder's risk if the change of risk in the given risk category justifies changes in impairment and - therefore - the risk margin applied.
        - c) Changing risk rating will not cause the Bank to apply an increase of interest rates for Cardholders that have honoured their contractual obligations continuously and have not defaulted during the term of their agreements.
    - 1.4. With the exception of interests, the Bank is allowed to change other provisions, costs and charges in relation to the Contract as a factor of inflation as an objective reason; and the rate of change shall not exceed the rate of average annual inflation published by the Central Statistical Office.
  - 1.5. The Bank shall make available any modifications at least sixty days prior to their effective date on its premises open for clients (bank branches, credit centres and agents' offices), as well as electronically on the Bank's website. In addition, the Bank shall inform the Cardholders involved about the modification and the resulting changes of instalments sixty days prior to the effective date of the modification the latest by mail or via another long-life data carrier identified in the agreement.
  - 1.6. In the event of a modification - except for an interest rate change resulting from a change in the reference rate in the event of an interest rate fixed to the reference rate - Cardholder will be entitled to cancel the Agreement free of charge before the modification takes effect.
  - 1.7. If the Card Holder does not object the modification in writing until the date of its entry into force, the modification shall be deemed accepted by the Card Holder. The retention or use of the Card or the use of any services of the Bank after the effective date of any unilateral modification of the Contract shall be deemed as acceptance of the modification by the Card Holder.
  - 1.8. If the Bank receives the written objection of the Card Holder concerning the modification of the Contract on the day preceding the effective date of the modification of the Contract the latest, the Bank shall consider the Contract terminated by the Card Holder for the effective date of the modification of the Contract. In this case:
    - (a) The Card Holder shall stop using the Card and the Services immediately;
    - (b) All payment liabilities of the Card Holder shall become due for payment on the date of termination, and the Card Holder shall make full early repayment. Such early repayment shall be free of fees.
  - 1.9. The relevant provisions of the General Business Terms and Conditions include the rules of unilateral modification by the Bank of contractual terms and conditions deemed payment services that are disadvantageous for the Cardholder.
- Other modifications**
2. The Bank shall reserve the right to unilaterally modify any contractual condition in a manner that is not unfavourable for the Card Holder.
  3. With mutual consent the Parties are entitled to modify any contractual term with any content.
  4. It is not considered unilateral modification that is unfavourable to the Card Holder if the Bank launches a new service and a new fee related thereto is introduced if the Card Holder is not obliged to make use of the new service and if the modification of conditions (introduction of new fee) is applicable exclusively for new Card Holders or new Contract concluded.
  5. It is also not considered to be unilateral modification that is unfavourable for the Card Holder if after the predefined period or in case of occurrence of previously announced conditions the Bank changes contractual terms in a manner and to an extent previously advised.
  6. The conditions defined in XI.1. do not apply to the modifications of contractual terms detailed in Points XI. 2-6.
- Ordinary Termination of the Contract**
7. The Parties may cancel the Contract according to the rules of ordinary termination without stating any reason, notice is 30 days for termination by Cardholder and two months for termination by the Bank. The Main Card Holder is also entitled to terminate the Contract via CitiPhone. In case the Bank offers the Contract to be in force during the termination period of 30 days, the Main Card Holder has the possibility for accepting this and withdraw his declaration of the termination of the Contract. In this case the Contract shall remain in force with unchanged conditions of the effective General Terms and Conditions and Conditions of Interest and Charges.
  8. Apart from the general cases, the Contract discontinues on the Card's expiry date if the Bank decides not to issues a new Card.
  9. Following termination by the Master Cardholder, the Agreement can cease to exist in accordance with the provisions of Section II.3.
- Termination with immediate effect**
10. The Bank is entitled to terminate the Contract with immediate effect in the event of grave or repeated breach of contract by Cardholder. Events of grave or repeated breach of contract include particularly, if
    - a) if the Bank becomes aware of any such circumstance based which he would be entitled to refuse the provision of credit or advance within the credit limit as regulated under Article 524(f) of the Civil Code, or
    - b) if any of the conditions listed under Article 525(f) of the Civil Code Section is met;
    - c) the Card Holder fails to meet, or is in arrears in meeting any of his Contractual obligation or is in serious breach in other obligations of these present General Contractual Conditions;
    - d) the Card Holder's financial or any other circumstance relevant to the Contract significantly changes in a direction that is considered by the Bank as disadvantageous.
 Instead of the Termination with immediate effect Bank is entitled to apply the consequences defined in XI/12. section based on his own decision.
  11. Serious types of breach of Contract also:
    - supplying false data regarding the Contract;
    - changing or attempting changes in the data printed on the Card
    - the use of the Card beyond blocking, expiry date or specified territory

- non-compliance with the rules relating to the use of the Card - including maintaining permanent positive balance on the Card Account, improper use of the Card specified in section IV. 4.
  - if the Card Holder is in serious breach of any contract between the Card Holder and any credit institute, financial institute the Bank, or a party partly or wholly owned by the Bank. It is considered as serious breach of the Contract when the Card Holder is being reported to Central Credit Information System database for breaching (late payment) the Contract with any other credit institute, financial institute or for giving false information when applying for loan product.
12. Within its discretion, the Bank could determine the consequences of a serious breach of contract as:
- an immediate cancellation of the Contract;
  - a reduction or stopping to the Credit Limit;
  - blocking of the Card (blockage)
  - a call-down of collaterals
  - an assertion of the balance accounting rights
  - a refusal of effecting transactions

#### Legal consequences of the termination of contract

13. If the Contract terminates for whatever reason, the Main Card Holder shall be under obligation to inform the Supplementary card Holders on this fact and to destroy all main- and sub-cards not later than 3 banking days starting from the date when the termination of the Contract became known - unless it is impossible not obviously due to the very reason of termination of the contract. The Main Card Holder shall be liable for damages arising from the failure of this. Subsequent to the termination of the Contract, using the Card shall be forbidden. The termination of the Contract also results in the termination of the specific Services attached to the Card.
14. With the termination of the Contract, the Bank's Contractual Obligations shall be fully discharged, all the outstanding debts of the Card Holder owed to the Bank become expired and due with the date of the termination of the Contract; and the Bank shall be entitled to reach settlement of his claim becoming due on the due date by means of debiting the Card Holder's any account, deposit and credits held with the Bank. The termination of the Contract however does not invalidate the Parties' accounting and payment obligations.
15. If, as a result of the credit check performed by the Bank, the Card is not renewed according to II/21, the Card shall be banned from the last day of the month of expiry. Bank shall notify the Card Holder on the outcome of the credit check and on the probability of the Card's ban, prior to the Card's expiry. The Card Holder, depending on the content of the notification, shall have the option to repay the credit used by instalments, making the Minimum Amount Payment per Settlement Period. The effect of the Contract shall be in limited force according to the above conditions. The Contract shall be discharged when the total credit balance is repaid in full. The Bank shall notify the Card Holder of the discharge of the fee.
16. The Bank may effect the option laid down in XI/15. if the Card is banned as a result of a negative rating of credit check carried out during the validity period of the Card.
17. The Bank is entitled to stop the credit card at any time within his discretion after having become aware of the fact of the termination of the Contract; and to block the balance of the Card Account and securities if any for a period of 45 days to serve as collateral for future spending credit charged to the Card Account. The Card Holder is not entitled to use the Card for any Transaction during the period of blocking.
18. The blockage of the Card (blockage) does not always result in the termination of the Contract; in the case of a temporary blockage, including e.g., the exchange of the card or cancellation defined under Chapter IX, or in other measures applied by the Bank, the Contract shall continue to be active as the new Card is issued or the temporary blockage is removed.

#### XII. Protection of personal data, banking secrets

1. The Card Holder declares that up to the date of the full settlement of his outstanding liabilities to the Bank arising from the Contract, he shall supply true and accurate data to the Bank, furthermore, he gives his explicit consent and authorises the Bank to
- a) handle, store and process all the personal information supplied to the Bank by the Card Holder in writing, words or other form at the time of application or during the effect of the Contract in compliance with the data protection laws strictly within the time period defined by the laws for limitation or other mandatory rules; to use the supplied information for the purpose of asserting the rights and duties arising from the Contract, for analysing and reducing the risks, and for facilitating the direct communication between Bank and Card Holder providing information on the Bank's services (unless when the Card Holder explicitly objects to receiving such latter information), and also for the purposes defined in this present, twelfth chapter, or other parts of this Contract;
  - b) to verify and check the accuracy of the data supplied by the Card Holder, in compliance with the laws regulating such verification and checking;
  - c) to process, in compliance with the data protection laws, the data generated/handled related to the Contract in the course of the Bank's work processes within the units of the Citigroup (preparation of statistics, printing of bankcard, printing of account balance

statements); also, to forward or share the data to other Citibank/Citigroup units home or abroad for the purpose of handling or processing, or, marketing purposes handing them over to the Bank's investment - and/or banking agents;

- d) to print Card Holder's data related to the services provided to postal cheques bankcard, bank balance statement, to pass the data to third persons associated with consumer research related to the Bank's products, with the assertion of collecting the Bank's due claims; and also with data handling and processing directly related to the above;
  - e) if the Card Holder is subject to taxes in the United States of America (hereinafter: USA), then to prepare and submit the necessary reports on the Card Holder's relevant bank accounts held by the Bank to the relevant authorities of the USA, and Card Holder waives his privileged rights of confidentiality bound on the Bank;
  - f) to supply data specified by the relevant laws on the Card Holder's credit and credit-like liabilities to the central credit information system and also consents that such data can be held and handled in the central credit information system, if the Card Holder fails to meet his liabilities for a period of ninety days and the outstanding sum is higher than the minimum wages of the day;
  - g) to apply automated individual decision-making in the course of approval process of application or renewal of certain, mainly credit-type services, when the Bank evaluates the Card Holder's personal data exclusively by automated information technology data processing means. The Bank accommodates the facility for the Card Holder concerned to express his point of view associated with the automated individually arrived decision, whilst, by request, the Bank can also give information on the mathematical concepts and model applied in the process.
  - h) the Bank should send information to the cell phone number or other availability provided on the application form or later - in writing or by the Bank's coded line during the term of the Agreement, or it should observe its obligation to provide information in accordance with legal provisions in that way. For that reason, Cardholder is aware that he/she is obliged to inform the Bank immediately if the cell phone number provided by him/her or his/her other availability have changed. The Bank will not be made liable for any damage resulting from failure to provide the above information.
2. The Card Holder acknowledges and gives his consent to
- a) the Bank, in harmony with the data protections laws of the Hungarian Republic, to process any data supplied to the Bank in any Citigroup unit situated within the following countries: Germany, Singapore, Poland, Greece, United States of America, Great Britain, India, United Arab Emirates, The Philippines, with the addition that, from the effective date of the International Convention of Accession of the Hungarian Republic to the European Union all data forwarding to any of the European Union member states shall be seen as a data transfer within the territory of the Hungarian Republic.
  - b) the Card Holder's rights governing his personal data are laid down in Act LXIII of 1992 on the Protection of Personal Data and on the Public Access to Data of Public Interest; and the Bank vouches for these rights in the case of data processing abroad too.
  - c) the Bank, based on the laws, shall be entitled/may be obliged to fulfil data supply requirements in a manner that does not break the confidentiality of banking secrets.
3. The Card Holder authorises the Bank to supply his name and address to such a third party, who makes a written statement, according to which a payment or bank transfer of a sum to the Card Holder's Card Account was not owed, and the Card Holder shall arrange for the repayment or contacting of the third party if the Bank does not, within 15 days from the Bank's preliminary contact.
4. Outsourcing the supply of information and temporary handing over of personal data:
- a) the Bank defines the range of outsourced activities within the annex of the Retail Conditions of Interest and Charges together with the party performing the outsourced activity. Over and above this, the Bank broadcasts information via its website over the Internet on the third parties who, within their other activities assisting the Bank's work, are authorised to handle, store and process the Card Holders' data.
  - b) The Cardholder shall agree that the Bank, in order to prevent conclusion of the Agreement and illegal use of the ID card, will check his/her personal particulars in accordance with the disclosure by the Central Office of Electronic Public Services, or the grounds and time of his/her potential removal from the register. In the event that Cardholder has enforced his rights to ban disclosure in accordance with paragraph (1), Section 2 of Act No LXVI of 1992 on the registration of the personal particulars and residential address of the citizens, he/she will - with this Declaration - grant an ad hoc permission to disclose the data involved in the ban.
  - c) Card Holder waives the confidentiality of banking secrets binding the Bank if the passing on the customer data is necessitated for empowering the blocking of the Card within the Card Company network and the Card Acceptance network.
  - d) The Card Holder acknowledges and accepts that the Bank is entitled to record conversation in the course of CitiPhone Banking Services, or other communication with the Bank; and to freely use the

recordings as proof of evidence when it may be needed in considering a disputed issue. However, that does not mean that the Bank is under obligation to record every telephone conversation

- e) The Card Holder acknowledges and accepts that the Bank fits safety surveillance cameras in his premises open for business services provided to his Customers and in the ATM-s, in the rooms where ATM-s are installed; and, y means that these cameras he may make video recordings on the Card Holder, and the Bank may freely use the recordings as proof of evidence when it may be needed in considering a disputed issue.
  - f) The Card Holder gives his consent to the Bank to make a photocopy of the Card Holder's Personal Identification Photo Card or any other supplied in the course of Customer identification or, at any time, during the term of the Contract; and to use those for the purpose of risk management, verification of identity in checking personal data and keep those as long as there are enforceable rights and obligations in existence.
  - g) Over and above the foregoing, the Card Holder acknowledges that if the application does not lead to a conclusion of executing the Contract, he may claim back any document containing his personal data supplied to the Bank within eight days starting from the date when the non-execution of the Contract became declared and the Bank shall be under obligation to return those documents. After the expiry of this deadline for claiming the return of documents containing personal data, the Bank shall destroy all such documents, unless, in a fully compliant manner with the relevant -such as data protection laws, the Bank stores, handles and processes for the purpose of achieving direct business objectives.
  - h) The Bank informs, from time to time, the Card Holder on his products, services for advertising purposes, in the form of direct mail, telephone, SMS or e-mail messages - in line with the rules of the relevant laws. The Card Holder is entitled to stop being sent such information by making such a request in person at any branch; in writing, by the use of CitiPhone Banking Customer Service, or in electronic way by using Citibank Online Customer Service menu and an e-mail message. The Card Holder could exercise this right, free of charges, without the need for explanation, at any time. The Bank however, shall be under obligation to send such information relating to the Contract that is required by the laws - even if the Card Holder requested not to receive information literature.
5. The Card Holder hereby declares that all the consents given by him regarding record keeping, data handling, storing and processing defined within this present Chapter XIII, constitute the expression of his free wish in respect of the above, arrived at by studying the relevant information and, Card Holder, by virtue of his signing the application, gives his general consent to the handling of his personal data.
6. By the Card Holder's request, the Bank must, within 30 days, provide information on Card Holder data handled by him or processed by his outsourced agency; the purpose, the legal justification and the time period of the data handling, on the name, address (registered office) and the activities associated with data handling of the outsourced agency; and also, on who has or have received the data and for what purpose. The information is free of charges assuming that the Credit Card Holder had not submitted the same request regarding an identical file to the Bank in the current year. Otherwise, the Bank reserves his right to charge the costs associated with the provision of the requested information.

The Card Holder concerned may object to the handling of his personal data (i) if the handling (passing on) of personal data serves exclusively the assertion of the Bank's rights or justified interests or those of the agency taking over the data - except the cases when the data handling is mandatory, prescribed by the law; (ii) the purpose of using the personal data is direct business gain, opinion poll or scientific analysis; (iii) the right of objection is provided by the law. The Card Holder may seek further legal remedy in the Courts or may report the infringement of his rights to the Data Protection Ombudsman.

### **XIII. The Central Credit Information System, the associated data handling and legal remedy system**

1. The Central Credit Information System (hereinafter: CCIS) is a closed-system data base. The purpose of data management, handing over data - inquiring data (data forwarding) is the more thorough appraisal of credit worthiness and to meet the requirements of responsible lending and decrease the risk of lending in the interest of debtors and reference data providers.

#### **Cases of handing over data to the Central Credit Information System, data that are obligatory to be provided by reference data providers in all cases, data to be provided upon the occurrence of specific events and the term of data storage**

2. Only data defined in the CCIS Act (hereinafter reference data) may be handled in the CCIS.
3. The reference data provider hands over the reference data to the financial enterprise to operate the CCIS (hereinafter: CCIS Operator) relating to the of natural person
  - a) who enters into a Contract with the reference data provider relating to (i) a credit or cash loan; (ii) financial leasing instrument; (iii) the issuance of paper based cash substitution payment instrument

(for example paper based travellers' check, bill of exchange) and the provision of related services that are not considered cash management services; (iv) to issuing a guarantee or undertaking a bank guarantee, or undertaking other banker's obligation; or (v) concluding agreement on student loan defined in law, or (vi) to investment credit funding for investors; or (vii) to lending securities under contract (hereinafter: positive debtor list), within two business days of concluding the agreement. Prior to handing over to the CCIS reference data in relation to the "positive debtor list" the natural person customer is entitled to make a statement whether the customer consents to his / her data in CCIS being taken over by other reference data provider. The natural person customer can provide this consent any time during the term of keeping data in the CCIS. If the natural person customer does not consent to his / her data in CCIS being taken over, CCIS records the refusal of the consent and data related to the refusal of the consent (date of statement (place, date), identification details of reference data provider, identification data of customer, reference to the refusal of the consent). This written statement by the natural person customer applies to all the agreements of the natural person customer subject to provision of data. If the customer changes the content of the statement subsequently, and withdraws the written consent or provides written consent, the written statement by the natural person customer made most recently will apply to all agreements subject to data provision. At the request of the natural person registered the financial enterprise operating the CCIS may request through the reference data provider in writing, upon contracting or during the term of the agreement, that the financial enterprise operating the CCIS manage data of the natural person customer related to the "positive debtor list" for a period of no more than 5 years after the termination of the contractual relationship. The consent to the management of data after the termination of the legal relationship can be withdrawn in writing, through the reference data provider, any time until the termination of the contractual relationship, thereafter it can be withdrawn in writing, any time directly at the financial enterprise operating the CCIS.

- b) who in case of contracts listed in a) fails to meet the contractual payment obligations in such a manner that the sum of its expired and unpaid debts exceed the minimum payment due on the date of falling in arrears, the minimum wages, and the amounts of these arrears exceeding the minimum wages have been continuously outstanding for a period of ninety days;
- c) who in the course of initiating a contract for the services defined in a) provides untrue information and there is documentary evidence thereto or for the use of false or forged documents the final judicial decision establishes that the crime (forgery of public documents, forgery of private documents, abuse of documents) stipulated in Sections 274-277 of Act IV of 1978 on the Criminal Code (hereinafter: the Criminal Code) was committed;
- d) the person against whom a Court ruled in a charge of a criminal offence (abusing cash substituting payment instrument) defined under Section 313/C of the Penal Code (Btk.) and the Ruling was put in effect (Points b)-d) hereinafter jointly: "negative debtor list").

#### **Range of data that could be transferred to the Central Credit Information System**

4. The Bank, in the course of data transfer pursuant to XIII.3., hands over the identification data relating to the natural person (name, former or maiden name, date of birth, place of birth, mother's maiden name, series number or other code of personal id. card (passport), the number of identification document issued pursuant to Act LXVI/1992 on Document for Identifying Personal Data of Citizens; residential address, mailing address, electronic mailing address), and also
  - a) under XIII. 3. a): the data related to the contract therein defined [type and code (number) of the contract, the dates of execution, expiry and discharge of the contract, customer status (debtor, joint debtor), instalment amount and currency of contracted amount, contracted amount and currency, and repayment methods, furthermore in case of data transfer pursuant to XIII. 3.b) the date of arising the conditions defined in XIII.3. b), the sum of matured and unpaid liabilities outstanding at the time of the arising of the conditions defined in XIII. 3. b), the manner and date for the discharging of the matured and outstanding liabilities, the transfer of liabilities to another reference data provider, reference to a Court action fact and time of prepayment, prepaid amount and existing principal liability amount and currency, existing principal liability amount and its currency],
  - b) under XIII. 3. c) the data related to initiating the contract defined in XIII. 3. a) (refusal of the application, date and reason, documentary proofs, reference to Court Action number of final judicial order, description of court of trial, content of the operative part of the order),
  - c) under XIII. 3. d), e) and f): the data related to the use of the cash substituting payment instrument [type, ID code (number) of the cash substituting payment instrument, date of blocking, number, value and dates of the transactions performed with the blocked cash substituting payment instrument, number of unauthorised transactions, aggregate value of the damages suffered, effective date of the Court's decision, reference to the litigation process],

- d) the reference data provider transfers to the CCIS Operator until the fifth business day after the subject month the amount and currency of existing principal liability, additionally if the person registered makes a prepayment during the term of the agreement, within two business days after prepayment it provides to the CCIS Operator data related to the prepayment (fact and time of prepayment, prepaid amount and amount and currency of existing principal liability).

#### Handling of the reference data

5. The Bank keeps records on the transfer of reference data to the CCIS Operator (the transfer as a fact, date and the range of data transferred).
6. The CCIS Operator shall delete the reference data handed over according to the conditions laid down in section 4 under 3. a) immediately after the termination of the contractual relationship, or if the consent described in XIII. 3. a) is provided the reference data shall be handled for five years following the termination of the contractual relationship, under 3. b) for one year from the date of debt repayment, for five years if debt is not discharged, under 3. c)-d) reference data shall be handled for five years, after the expiry of which period the CCIS Operator shall permanently and irrevocably delete the reference data. Under 3. b)-d) the starting point for the calculation of the period for the management of reference data shall be a) the day of the discharge of the liabilities in arrear under XIII. 3. b), the end of the fifth year from the date of data transfer if the debt is not discharged, b) the date of the data transfer under XIII. 3. c)-d).
7. In cases other than stated in XIII. 6. the CCIS Operator immediately and irrevocably deletes the reference data if a) the reference data provider ceases to exist without a legal successor and did not transfer his claims arising from the Contract to the favour of another reference data provider, b) if the Bank transferred his claims arising from the Contract to other than a reference data provider, c) the reference data become included in the CCIS without legal grounds.

#### Data Request from CCIS

8. Based on data transfer pursuant to XIII. 2-4. the CCIS Operator registers data in the CCIS, thereafter data can be inquired by and transferred to other reference data providers upon request, under XIII. 3. a) only if the customer provided written consent thereto. The CCIS Operator may only accept reference data handed over by the Bank and by other reference data providers, and may only supply reference data handed by himself to a reference data provider, in response to a request made by the recipient.
9. Apart from the reference data related to the person named in the request made of whom the record was held (hereinafter: Card Holder), no other or further data may be handed over from the CCIS to the reference data provider.
10. The request related to the Card Holder's reference data may be used exclusively for the decision-making in respect of a contract defined under XIII. 3. a) and in order to meet the requirements of responsible lending or in respect of providing information to the person concerned as defined under XIII. 11.
11. Anybody is entitled to address questions to any reference data provider (also including the Bank) regarding the type of data held on them in the CCIS, and also, regarding on which reference data provider handed over the data concerned.
12. The Bank shall forward such a data request to the CCIS Operator within two business days the latest, who, in turn, must return the requested data in a closed manner to the Bank within three days, who then must send it also in a closed envelope, by registered mail to the data applicant, immediately but within two days from the receipt. The information is provided free of charge to the applicant, reimbursement for expenses or other fees cannot be charged.
13. If the reference data have been included in the CCIS without legal justification or they have to be amended or deleted in response to the Card Holder's objection, the Bank shall reimburse the fee paid by the applicant

#### Options for Legal Remedy

14. The Card Holder is entitled to legal remedy against the transfer of his reference data to the CCIS Operator by the Bank, in the form of making objection or referring the case to a Court:
15. The Card Holder may submit an objection to the Bank or to the CCIS Operator for the correction or deletion of the reference data that must be examined by the Bank or the CCIS Operator within five business days from the receipt of the objection; and the findings of the examination must be communicated to the submitter of the objection in writing, by means of registered mail immediately, but not later than within two business days of closing the investigation.
16. If the Bank accommodates the objection, he shall be under obligation to hand over the corrected reference data or that to be deleted to the CCIS Operator immediately but not later than within five days together with the simultaneous notification of the Card Holder; and the CCIS Operator shall be under obligation to enter the corrected data immediately, but not later than within two days from the receipt.

17. The Card Holder may refer the case to the locally competent Court against the Bank and the CCIS Operator for a ruling in respect of the illegal handing over and the handling of the reference data, or, for the correction or deletion thereof if
  - he is not satisfied with the outcome of the examination of the facts objected to, within 30 days from the receipt of the notification on the results of the examination;
  - the Bank or the CCIS Operator fails to meet his obligation to provide information under XIII. 12. and/or under XIII. 15, within 30 days starting from the expiry of the specified deadline for the obligation.
18. The CCIS Operator shall keep the records of the disputed reference data from the start up to the effective date of the ruling made in the Court action.

#### XIV. Customer Service, Complaints, Complaint Management Procedure

1. Pursuant to this present Chapter XIV, all such statements of the Card Holder addressed to the Bank deem to be a complaint that represent the dissatisfaction of the Card Holder with a specific process or conduct of the Bank, or that raise an objection related to the operation or any service provided by the Bank.
2. From the aspect of submitting a complaint to the Bank, any Branch, Credit Centre, agency sales office of the Bank is deemed as a place of Customer Service, including the CitiPhone Banking service and the Citibank Online electronic interface too. The address given for consumer complaints: 1367, Budapest, Pf. 123. The Card Holder may communicate his complaint in writing, word or electronic form to the Bank, but if the complaint is not made in writing by person, then the complaint must be accompanied by a written authorisation complying with all the content and form elements laid down by the relevant laws. In case of complaint made on phone channel the Bank records the whole conversation between the Card Holder and the Bank for a 5 year period with a view to be available for the Card Holder based on his/her request. Complaints can be submitted in the following channels: [www.citibank.hu](http://www.citibank.hu) and phone number 06-40-248424, in bank branches from 8 am-4pm on working days.
3. The Bank shall investigate Cardholder's oral complaint immediately if possible and remedy it as required. If Cardholder disagrees with the management of his complaint or the immediate investigation of the complaint is not possible, the Bank shall take minutes of the complaint and of its stance related to it and will hand over the Cardholder a copy; or for an oral complaint made over the telephone, will send it to him with the information that the provisions of Point 4 shall apply to responding to the complaint in such a case.
4. For written complaints, the Bank shall send the Cardholder its written stance on the complaint complete with justification within 30 days from receipt of the complaint. If the Bank rejects the Card Holder's complaint, it will at the same time inform the Card Holder that in case of violation of consumer protection regulations the Card Holder can lodge a complaint with the Bank's Regulator, the Hungarian Financial Supervisory Authority (1013 Budapest, Krisztina krt. 29. mailing address: 1535 Budapest, ft. Pf. 777., phone: +361-489-9100, fax: +361-489-9102) (PSZÁF), or that the Card Holder can initiate the proceedings of the Financial Dispute Resolution Body (Pénzügyi Békéltető Testület) (1013 Budapest, Krisztina krt. 39., phone: +361-489-9100, e-mail: [pb@pszaf.hu](mailto:pb@pszaf.hu)) and the Card Holder can take the case to court if there is a legal dispute in respect of the making, validity, legal impact and termination of the contract and in respect of breach of contract and related legal impacts. Lacking the Bank's declaration of abeyance made in an ad hoc case, the Bank will not abide by the provisions of decisions and resolutions passed in the course of proceedings by the organisations and bodies acting in the out-of-court settlement of legal disputes arising from contracts.
5. In the event that Cardholder disagrees with the Bank's answer, or it is unacceptable for him, he may - in accordance with effective legislation and the Agreement - start litigation or turn to the bodies under Point 4.
6. The Bank has a complaint management regulation that is displayed at Bank branches and is made available on its website.

The following Annexes apply to the Individual Liabilities in respect of Corporate Credit Cards:

- Annex no. 1.: Agreement on issuing Corporate Credit Cards of Individual Liability (Appendix I: List of Card Holders)
- Annex no. 2.: Guarantee Undertaking Contract in Respect of Corporate Credit Card of Individual (Appendix 'A': List of Card Holders)
- Annex no. 3.: Agreement on the Identification of Designated Individual(s) whose participation is required.

#### XV. Governing law and disputes

The Agreement shall be governed by Hungarian law.

**Effective date: From 16 January, 2012**  
Citibank Europe plc Hungarian Branch Office