



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

Compared to the General Contractual Conditions effective from 7 April, 2009  
the modifications are signed in bold.

## 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.

**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 from credit card through CitiPhone Banking if the credit Card holder does not require putting this amount into Instalment Payment Service.

**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, 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.

**Direct Debit** - shall mean a payment method whereby an authorised 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.

**Individual Liability Corporate Card** - shall mean a Card issued for Company employees as Card Holders (excluding Supplementary card Holders) under a special agreement by the Bank and the Company (Annex No. 1, if applicable), where the Card Holder shall be liable for the settlement of any and all associated payment obligations. The Bank may request a Joint and Several Guarantee from the Company as regards Spendings by such Card Holder (Annex No. 2, if applicable).

**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 electronic 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 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, 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.

**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.

**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, Corporate, and Pre-Embossed 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 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, 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, 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 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, 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);

**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.

**Joint and Several Guarantee** - shall mean a payment obligation undertaken by the Company and / or the employer, pursuant to Article 274(2) of the Civil Code, for the Spendings and any other debts of the Card Holder possessing an Individual Liability Corporate Card;

**Cash Withdrawal** - shall mean a cash withdrawal Transaction performed at 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;

**Designated Person(s)** - shall mean, in case of Corporate Cards of Individual Liability, those people designated by the Company with whose collaboration the Company, the Card Holder, and the Bank keep contact with each other as specified in the Contract; a Designated Person shall have the authorisations specified in the Contract;

**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 or Cash Withdrawal from an

ATM 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, or the amount transferred from the Card Accounts through Citibank On-line subject to a lower interest rate than the Interest to be paid after the amount of Transactions.

**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, Loan on Phone, and Advanced Loan on Phone products shall always form part of the Minimum Amount Payable.

**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, the Loan on Phone and the Advanced Loan on Phone; shall not mean Citibank Instant-Money Service;

**Contract** - shall mean the credit card contract 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, and Appendices 1 and 2 if the Bank and the Company have signed such Appendices in relation with the Contract. 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 (non Supplementary Card Holder may be requested for Individual Liability Corporate Cards);

**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 debated by the Card Holder, the provisions on complaints related to the Statement of Accounts as set out in these General Contractual Conditions 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.

## 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) can familiarise 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. Applicants (Card Holders) may also request a Card by providing security coverage in the form of a security deposit placed with the Bank. Cards covered by a security deposit may be subject to conditions different from the rules in general. Such different conditions shall be specified by the Bank at its own discretion.
4. 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.
5. 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 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.
6. 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.
7. The Bank shall accept the Card Holder's Proposal in the manner described in sections II/8-9 or II/16. Thereby the Contract shall be concluded between the Parties, and shall enter into effect as set out in section II/18.
8. 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.
9. In this case, the Contract - not including the case of Credit Line increase detailed in II/8 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.
10. By submitting the Application Form and its annexes as a proposal, the Card Holder shall consent to the fact that the Bank issue a Pre-Embossed Card for him, and 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**

11. 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.
12. 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.
13. 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.
14. 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.
15. 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**

16. 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, following 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.
17. 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, irrespectively of blocking the Card by the Bank meanwhile.
18. The Card Holder may validate the Card through CitiPhone or some other telephone channel designated by the Bank for such purposes. 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. **In case the Cardholder does not possess with the Card during the validation, the process cannot be processed neither at the branches, nor through CitiPhone Banking.**
19. The Card shall become valid by the validation described in section II/18. 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.

20. 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**

21. 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.**
22. In the event that the Card Holder does not inform the Bank, at least 5 months before the expiry of the Card validity, that he does not intend to renew the Card, then the validity of the Card shall automatically be extended, 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.
23. 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.
24. When the Card becomes invalid, the Card Holder must destroy the Card.
25. 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**

26. Card type changes shall include Card Company swaps and/or swaps between Card Grades.
27. 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 on the following: the total Available Credit Line, the Annual Card Fee, the Total Annual Percentage Rate, the process of physical exchange of the Card, legal consequences, and supplementary services associated with the other type of Card.
28. 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 6 of this Chapter II, with the provisions in II/27 to be applied further on.
29. 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.
30. 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.
31. 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.** 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 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:

- At Acquiring Places: PIN code and Card, or Signature and Card,
- Through Citibank Online: Citibank Online User Name and Password,
- Through CitiPhone Banking: T-PIN code and card usage.

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. 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.

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, when business association with legal entity, business association without 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.
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 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.
8. The Card Holder - unless the Bank sends different notification not including the Overlimit within a minimum extent, exceptionally - may only effect Transactions up to the amount of the Credit Line, including any Charges related to the given Transaction. The Bank reserves its right to consider the regular, Overlimit to a significant extent 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. If the Bank applies Credit Line reduction instead of termination the Contract with immediate effect (XI.9.), Main Card Holder is notified on reduced Credit Line Drawn in a separate way. 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 Charges charged by other banks or the Card Company to the Card Holder and to charge the fee 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.

#### **Transaction Executed In Different Currencies**

16. The Bank shall charge for any Spending both in HUF and in foreign exchange in HUF. 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 Card Company's settlement currency relating to the given Transaction at the buy-rate of the date when the Transaction is processed by the Card Company and determined by the Card Company, following which it shall convert the amount of the Transaction expressed in the settlement currency of the 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. That is, the exchange rate of any Spending effected in a currency other than the currency of the Card Account may be determined as the amount in the currency of the Spending stated in the Account Statement divided by the amount determined in the settlement currency. Card Holder may obtain information on the daily exchange rates 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 anyway 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 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 off 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 shall not be liable for those events which arise from the sanctional rules defined by any Merchant or country applicable against for any Card issued by the given Card Company (i.e. restriction or refusal of the Card), or the given Transaction will not be realized because of the above mentioned reason, or based on fact (sanction) defined in any international agreement - which all are reasons beyond the own competency of the Bank.

#### **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 card account into current accounts kept at the Bank or in other Banks.

##### **Direct Debit**

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 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

tion 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 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 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 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 Purchase as of the 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 service

Due principal repayment in relation to the 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 a 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.

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 credited onto the Card Account on the following business day.
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.

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

8. In each Settlement Period, the Bank shall send Account Statements to the Main Card Holder, to the address specified by 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.
9. 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.
10. 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.
11. 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.
12. The Bank shall, at a later date in the future, also enable the electronic forwarding of Account Statements to the Account Holder. The Bank shall inform the Account Holder in writing of the date of coming into force of such service. The Account Holder may submit its request via CitiPhone Banking or Citibank Online after the date of coming into force.
13. 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

4. 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. In case the Cardholder settles the Minimum Amount Payable or other payment obligation by postal cash transfer orders provided by the Bank for the purpose (cash transfer orders), and the Cardholder pays the amount by postal cash

transfer until the Payment Deadline, but the Bank receives the amount after the Deadline, Bank shall charge the Late Fee for the Cardholder. The Late Fee will be reversed - in case of Payments until the Deadline - on the Cardholder's Card Account in the Settlement Period following the credit of the Late Fee the latest.

15. 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.
16. 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.
17. **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**

18. 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.

#### **Designated Persons (applicable in case of Individual Liability Corporate Cards)**

19. The Designated Person(s) specified in the agreement attached hereto as Schedule No. 3 shall be entitled:
  - to make enquiries, upon the request of the Company, about the actual available Credit Line as an aggregate amount or on the individual cards and
  - about the Drawn Credit Line (except the individual Transactions);
  - to propose the withdrawal of the Individual Liability Corporate Card (the Bank decides on withdrawal within its own discretion);
  - to make other reports related to the Corporate Credit Card of Individual Liability;
  - to make proposals for modifying the list of Cardholders;
20. The Bank may contact the Designated Person(s) at any time to communicate or to request information and the Designated Person(s) shall provide the information requested for the Bank and shall forward any information received to the addressee thereof.
21. The Company, the Cardholder and the Designated Person(s) shall regulate their relationship themselves, with regard to the present General Terms of Contract, and the Bank shall accept no liability of any kind for such legal relationship. The Bank shall be entitled to refuse the appointment of the Designated Person(s) at its sole discretion, without stating its reasons; any appointment may only

be regarded as accepted if confirmed by the Bank towards the Company by telephone or in writing.

22. The Company hereby assumes the obligation that any measure, instruction or report taken, submitted or made by any Designated Person shall be binding on the Company, and the Company shall accept full liability for any such measure.
23. Any Designated Person may fulfil and exercise his/her obligations and rights set forth in the present Clauses V/19 to 23 in the form of reports submitted to the Bank via CitiPhone.

#### **Equal Payment Plan, Loan on Phone and Advanced Loan on Phone**

24. In the case of Equal Payment Plan, Loan on Phone and Advanced Loan on Phone, the provisions set forth in Clauses V/1 to V/23 shall be valid with regard to the differences set out in the present Clauses V/24 to V/32.
25. The Bank shall determine the financial terms and conditions attached to 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 and Cash Withdrawal, permitted terms, governing interest rate, charges and annual percentage rate.
26. The Main Card Holder alone is permitted to apply for Equal Payment Plan, Loan on Phone and Advanced Loan on Phone, only via CitiPhone, or the Bank's Credit Line or some other telephone channel designated by the Bank with the proviso that any Purchase and Cash Withdrawal, one or several, effected not only by the Main Card Holder but also by the Supplementary card Holder, too, may be subject to Equal Payment Plan, provided that the total amount of Purchases and Cash Withdrawals covered by the application does not exceed the amount of the Credit Line and that each Purchase and Cash Withdrawal on its own, too, satisfies the terms and conditions applicable to Equal Payment Plan. The transfer of a given Purchase or Cash Withdrawal to Equal Payment Plan may be requested at the earliest on the day of the registration by the Bank of the given Purchase or Cash Withdrawal and at the latest on the day of the Payment Deadline determined in the Account Statement which first contains the given Purchase or Cash Withdrawal.
27. No separate documentation is necessary for requesting 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, 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, 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.
28. 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. 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.

29. The amount of the Purchase(s) and Cash Withdrawal(s) subject to 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, 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, 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.
30. The Main Card Holder has the possibility of initiating the modification of the terms and conditions of an 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, 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, 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, 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/25 to V/28. 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, Loan on Phone and Advanced Loan on Phone and the amount, number and due dates of the 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/28. 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.
31. 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.
32. If (i) the Main Card Holder fails to satisfy any of his/her payment obligations related to 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, Loan on Phone and Advanced Loan on Phone and the Bank's own credit assessment criteria and other internal regulations, 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, Loan on Phone and Advanced Loan on Phone, as of the date of be-

coming 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 thereafter pursuant to Clauses V/1 to V/23 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, 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, 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 prepayment 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.

33. If the Contract is terminated for any reason, 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, 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) 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, 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, Loan on Phone and Advanced Loan on Phone.

## VI. The CitiPhone Banking Telephone Customer Service

- 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.
- 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 way that the Bank is unable to execute a Transaction (service request) until the above check is completed with a satisfactory result.
- 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.
- 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.
- The Bank shall provide the following Transactions and services via CitiPhone Banking:
  - account information (Credit Line Drawn and Available Credit Line, specific Transactions, contents of last or penultimate Account Statement, etc.),
  - 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 and activation of the Citibank Online Service subject to the occurrence of the suspensive condition that, based on the relevant legal rule, the issuance of electronic payment instruments is no longer only possible on the basis of the Cardholder's express written application to that effect,
  - 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**

### **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 Cardholder may indicate his request to use Citibank Online on the Application Form or in a branch in writing, or through CitiPhone Banking at a later date. The Bank shall activate the Citibank Online service on the working day following the receipt of the activation request submitted through CitiPhone Banking and offer a Citibank Online connection between the Bank and the Card Holder.

### **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. In case such an event occurs the Bank shall notify the Card Holder. 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.

## VIII. 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 as one mobile telephone number and e-mail address can be specified for each application.
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.

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

1. 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.
2. 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.
3. 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 unauthorised 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.

4. 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.
5. 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.
6. After the cancellation the Card can no longer be used; it must be destroyed and the Bank shall be notified on the destruction.
7. The Bank shall have the right to suspend the Card for security reasons in case the risk arising from the Contract significantly changes, the Credit Line has been overdrawn, there is strong suspicion on the abuse of the Card, any irregular use of the Card, violation of the Contract by the Card Holder, the termination of the Contract, or when it seems necessary to save the Card Holder from losses. On the date when the authorisation of the Supplementary card Holder terminates, as instructed by the Main Card Holder, the Bank shall cancel the Card of the Supplementary Card Holder. If the authorisation of the Supplementary Card Holder to represent the Card Holder terminates for legislative reason or if it becomes limited for the same reason, the Bank shall cancel the Supplementary Card of the Card Holder. The Bank shall notify the Main Card Holder on such an event.
8. 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.
9. 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 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.
10. 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.
11. 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.
12. With regard to any other issues not regulated under Chapter IX the rules on the obligations, liability and damages, as well as the relevant provisions of Government Decree 227/2006 (XI.20.)

Korm. on payment services and electronic payment instruments shall be applied.

## X. Securities

1. 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 posterior 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 Government Decree 227/2006 (XI.20.) 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 unilaterally modify in a manner unfavourable for the Card Holder (i) interest rate, (ii) any fees or (iii) costs in the Contract. The three referred contractual conditions can be modified in accordance with the provisions of the present Point.
  - 1.2. The Bank can exercise the right of unilateral modification if a change in the cause-and-effect factors with an influence on the contractual condition concerned requires it and makes it possible.
  - 1.3. In case of change to the following factors the Bank shall be entitled to exercise the right of unilateral modification of the Contract:
    - a) change in the legal, regulatory environment
      - changes to the regulations on or influencing the operation, conditions of operation of the Bank, changes to central bank regulations or changes to other regulations that are obligatory for the Bank, particularly if such rule requires or makes possible (authorizes) obligatory modification,
      - changes to the obligation of the Bank to pay taxes,
      - unfavorable change to the rules on compulsory reserves,
      - changes to and / or termination of state (or other) subsidies related to certain services,
    - b) modification of money market conditions and changes in the macroeconomic environment
      - increased country risk reflecting the political, economic situation of Hungary,
      - changes to the cost of funds of the Bank,
      - changes to central bank base rates, central bank repurchase and deposit rates,
      - changes in the opportunities of money market fund raising,

- changes to capital market and money market rates,
  - changes to interbank lending rates,
  - changes to the consumer price index,
  - unfavourable shifts related to each other in SWAP and other yield curves,
  - increasing yields of the securities publicly issued by the bank cooperating in the provision of a service concerned,
  - increasing yields of government securities,
- c) changes in the conditions of banking operation
- changes in the risk factors related to the **Card Holder** including the changes in the creditworthiness of the **Card Holder** and decrease or increase in the value of collaterals,
  - decrease in the value of the Collateral guaranteeing performance of the outstanding receivables,
  - changes in the risk of retail loans and changes to the risk factors thereof,
  - increase in the risk margin of the bank cooperating in the provision of the service concerned,
  - changes to the fees related to the operation of the Bank, arising due to reasons outside the sphere of interest of the Bank and directly related to the provision of a service concerned, already paid by the Bank to other service providers: increase in the rent, maintenance fees and costs of operation of sales points and premises of the Bank, increase in the average gross monthly salary of employees, increase in commissions related to the sales, intermediation of individual products and services paid to third parties, increasing service fees of postal and communication (phone, internet) services, changes to the General Business Conditions and List of Conditions of the service provider of postal and communication services, changes to the list prices of communication and advertisement opportunities used in order to promote the services of the Bank.
- 1.4. The Bank shall make available to the public the modification, except for the change of interest rates in case of interest rates linked to a reference interest rate at least sixty days prior to the effective date of the modification in premises open to customers (branches, loan centres and premises of agents) and the modification shall be made public electronically also on the web site . In addition the Bank shall inform the Card Holder involved in mail or in other direct manner stipulated in the Contract on the modification and the resulting changes to instalment amounts at the latest sixty days prior to the effective date of the modification
- 1.5. In case of modification, except for interest rate linked to a reference interest rate, the Card Holder shall be entitled to terminate the agreement free of charge prior to the effective date of the modification.
- 1.6. The Bank shall inform the Hungarian Financial Supervisory Authority of the changes upon their entry into force the latest.
- 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 Oterminated by the Card Holder Ofor 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.**

#### 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 X1.1. do not apply to the modifications of contractual terms detailed in Points X1. 2-6.

#### Ordinary Termination of the Contract

7. The Parties may cancel the Contract according to the rules of ordinary termination by means of a 30-day written notice of termination without stating any reason. 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 or if the Main Card Holder does not so instruct the Bank at least 5 months prior to the Card's expiry date.

#### Termination with immediate effect

9. The Bank is entitled to terminate the Contract with immediate effect, provided
  - 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(1) of the Civil Code, or
  - b) if any of the conditions listed under Article 525(1) 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/II. section based on his own decision.

10. Especially serious types of breach of Contract:
  - 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
  - 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.
11. 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

12. 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.

13. 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.
14. If, as a result of the credit check performed by the Bank, the Card is not renewed according to II/22, 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.
15. The Bank may effect the option laid down in XI/14. if the Card is banned as a result of a negative rating of credit check carried out during the validity period of the Card.
16. 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.
17. 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' 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 waves 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 handed 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.
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 his 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 Card Holder gives his consent to the Bank to verify and check the Card Holder's supplied data against the data held by Belügyminisztérium Központi Nyilvántartó and Választási Hivatal (Central Register of the Home Office and Electoral Office) - or, if the data are missing, to check the date and reason for the possible deletion - in order to prevent the fraudulent execution of the Contract or the deceitful use of the Personal Identification Certificate. If the Card Holder asserted his blocking rights of publishing his personal data on the grounds of Article 2(1) of Act LXVI/1992 on the Registration and Record Keeping of the Citizens' personal data and address, then, by the power of his present statement, the Card Holder gives a one-off waiver of the assertion of blocking of the required data.
    - 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 of 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 field 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 such a closed-system data base, that was designed to facilitate a more differentiated rating of creditworthiness thus extending the range of potential credit recipients, and also to assist in the reduc-

tion of the lending risks to make the operations safer for the credit providers (hereinafter: reference data providers) defined in Act CXII of 1996 on Credit Institutions and Financial Enterprises (hereinafter: Hpt.).

#### **Conditions for handing over data to the Central Credit Information System**

2. Only data defined in the Hpt (hereinafter reference data) may be handed 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) issuing electronic cash and cash substituting payment instrument or to the provision of services associated with the foregoing; (iv) to issuing a guarantee or undertaking a bank guarantee, or undertaking other banker's obligation; or (v) to student loan defined by separate laws; or (vi) to investment credit funding for investors; or (vii) to lending securities under contract, and who fails to meet his contractual payment obligations in such a manner that the sum of the expired and unpaid debts exceeds the minimum payment due on the date of falling in arrears, the minimum wages, and the amount of these arrears exceeding the minimum wages have been continuously outstanding for a period of ninety days;
  - b) who in the course of initiating a Contract for the services defined in a) or the applicant for a student loan contract provide untrue information or falsified documents and all these can be proven by documentary evidence;
  - c) who subsequent to his notification regarding a cash substituting payment instrument according to which, the cash substituting instrument has fallen outside his disposal, or the identification or other code allowing the use of the electronic payment instrument became known by an unauthorised third party, and uses the reported payment instrument for a transaction;
  - d) who uses another person's identification or other code without proper authorisation in the course of paying by a cash substituting payment instrument;
  - e) 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.

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

4. The Bank, in the course of data transfer, 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], and also
  - a) in the case of XIII. 3. a): the data related to the financial service, or student loan defined there [type and code (number) of the contract the date of the execution, expiry and discharge of the contract, the monetary value and currency of the contract, the date of arising the conditions defined in XIII. 3. a), the sum of matured and un-paid liabilities outstanding at the time of the arising of the conditions defined in XIII. 3. a), 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],
  - b) in the case of conditions under XIII. 3. b): the contract regulating the financial service detailed in XIII. 3. a) and the data related to initiating a Student Loan governed by a separate law [refusal of the application, date and reason, documentary proofs, reference to Court Action],
  - c) in the cases under XIII. 3. c), d) and e): 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]

#### **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 handle the reference data handed over according to the conditions laid down in 4 for a period of five years, after the expiry of which period the operator shall permanently and irrevocably delete the reference data. The reference starting point of the five -year period shall be a) the day of the discharge of the liabilities in arrear under XIII. 3. a); b) the date of the data transfer under the conditions of a XIII. 3. b), c) and d) and e).
7. The CCIS Operator shall permanently and irrevocably delete the reference data also if a) the Bank 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.

#### **Request for Data**

8. 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 handled 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 requests related to the Card Holder's reference data may be used exclusively for the decision-making in respect of a contract for financial service, investment funding credit, financial investors' supplementary services and security lending defined under XIII. 3. a); or in respect of providing information 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 immediately, but within two days the latest, who, in turn, must return the requested data in a closed manner to the Bank, who then must send it also in a closed envelope, by registered mail to the data applicant, within two days from the receipt. The information is supplied free of charge to the applicant once a year, regardless of which reference data provider he submitted his request to. In the case of making further requests, the application shall be subject to pay the fee defined in Citibank's Retail Conditions of Interest and Charges.
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 fifteen 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 days.
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 two 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 relevant Court against the Bank and the CCIS Operator for a ruling in respect of the handing over and 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 and phone number 06-40-248424.
3. The Bank shall reply to the complaint submitted by the Card Holder, usually within 15 days from the receipt thereof, regardless of the form of the complaint's submission. If the Card Holder's complaint is refused by the Bank, then he reply shall include a reasoning too, and informs simultaneously on competent authority or Arbitration Committee in connection his/her complaint.
4. The Card Holder is entitled to submit his complaint through the Regulatory Organ of the Bank: Pénzügyi Szervezetek Állami Felügyelete (Hungarian Financial Supervisory Authority, hereinafter: PSZÁF) of 1013 Budapest, Krisztina krt. 39., mailing address: 1535 Budapest, 114, Pf.: 777, telephone: 489-9100, fax: 489-9102. In this case PSZÁF shall forward the complaint to the Bank, who, in turn must be examined it within 30 days, and informs both the Card Holder and PSZÁF on the outcome of the examination.
5. The Bank reserves the right, to prepare his reply to complaints of certain subjects beyond the deadlines laid down in this present Chapter XIII, especially in the cases when the participation of a third party beyond the control of the Bank is also necessary in the process of obtaining the reply - particularly: an Acquiring Place, a Card Company, another bank.
6. If the Card Holder is not satisfied with the Bank's reply or if it is unacceptable for him, then he is entitled to initiate litigation proceedings under the relevant laws in effect, or, under the terms of the Contract, alternatively, or before such an action, he may apply to an Arbitration Committee (operate in the competency of the given Chamber of Commerce and Industry) competent by the residence of the Card Holder in accordance with the provisions of Act CLV/1997 on Consumer Protection, or, initiate reconciliatory meetings according to the provisions of Act LV/2002 on Representation and Reconciliation activities.

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**

Any dispute arising out of or in connection with this Contract Parties stipulate the exclusive competent of the Federal District Court of Pest and the Metropolitan Court - subject to the litigated amount.

Effective date: **1 July, 2009**

**Rules in section XI.1-6. are in effect from 1 August, 2009.**

Citibank Europe plc Hungarian Branch Office