





## Contractual Conditions of Citibank Online Internet Banking

### DEFINITIONS

For the purposes of these Contractual Conditions, the following expressions shall have the following meaning - unless expressly otherwise provided or indicated by the context:

**Citibank Online:** shall mean - in respect of Services determined by the Bank - the possibility to perform certain banking transactions or Orders electronically through the Internet, on the Bank's home page. This service is available for twenty-four hours a day, on every day of the year. The execution of Orders via Citibank Online qualifies as use of a remote access (electronic) payment device.

**User Name:** an alphanumeric character chain identifying the Cardholder uniquely and unambiguously towards the Bank for the purpose of performing transactions through CBOL, which is formed based on specific rules and which based on the choice of the Cardholder is 6-30 characters long, with which together with the Password the Cardholder can access and give instructions through CBOL with that Citibank is entitled to set further security requirements for reaching CBOL or effectively using certain functions - for the sake of Cardholder. The Bank informs the Cardholder about these further security requirements properly. The Cardholder determines the User Name at the time of the first login to CBOL using the Citicard-number and the PIN code. The User Name can later be modified by the Cardholder.

**Password:** an alphanumeric character chain identifying the Customer uniquely and unambiguously towards the Bank for the purpose of performing transactions through CBOL, which is formed based on specific rules and which based on the choice of the Customer is 6-30 characters long, with which together with the User Name the Customer can access and give instructions through CBOL with that Citibank is entitled to set further security requirements for reaching CBOL or effectively using certain functions - for the sake of Cardholder. The Bank informs the Cardholder about these further security requirements properly. The password can be entered by clicking with the mouse on the virtual keyboard appearing on the monitor. The Customer determines the Password at the time of the first login to CBOL using the Citicard-number and the PIN code. The User Name can later be modified by the Customer.

**„User Name“ and „Password“ and the other contingent further security requirements are hereinafter jointly referred to as Citibank Online Code.**

**Order:** an instruction allowed by the Bank and given by the Client within the framework of a specific Service in compliance with the terms of the Agreement. Payment orders and tie-ups shall be considered orders in this sense.

**Cardholder:** a natural person holder of a Citicard at or above the age of 18, authorized by the Account Holder on a CitiBusiness Small Enterprise Cirrus/Maestro, MasterCard Application Form to dispose of the Citicard in compliance with the conditions specified in the Agreement and in the CitiBusiness Small Enterprise Cirrus/Maestro, MasterCard Agreement constituting Enclosure 3.

**Electronic code used as a signature:** in Citibank Online, the Cardholder shall give evidence of his proper authorization when using Citibank Online with his Citibank Online code. Orders are also given this way.

**Responsibility for Internet use:** Cardholders may use the Internet at their sole discretion, and in the course of Orders given via the Internet, unauthorized third parties may, for reasons falling beyond the Bank's control, gain access to the Cardholder's Citibank Online code and / or any other card fraud may be committed on the Internet which may be injurious for the Cardholder. As a result of such fraud, the Cardholder/Client may even sustain financial losses. The Bank shall therefore not be liable for any type of losses that the Cardholder/Client may sustain in connection with using the Internet.

## **TECHNICAL REQUIREMENTS OF CITIBANK ONLINE**

The use of Citibank Online is subject to the following technical requirements:

- 1) personal computer with keyboard and mouse,
- 2) Internet access, and
- 3) an Internet/web browser that supports a 128 bit coding system to enable the use of Citibank Online (e.g. Netscape Navigator 4.06 or a more recent version, or Microsoft Explorer 4.0 or a more recent version).

Cardholder/Client shall provide for the above-specified technical requirements to have access to Citibank Online. All bank charges arising from the use of Citibank Online shall be borne by the Cardholder/Client.

In Hungary the Cardholder shall use Citibank Online with the help of a web browser suitable for 128-bit coding. The use of a web browser suitable for 128-bit coding may be illegal outside Hungary, under the statutory regulations of certain countries. The Bank assumes no responsibility for the use of Citibank Online service by Cardholder/Client in a country where the 128 bit coding system is considered illegal, or for the unavailability of the Citibank Online service in these countries for the above-specified reasons.

## **SERVICES AVAILABLE THROUGH CITIBANK ONLINE**

Citibank Online provides access for the Cardholder to such Accounts and such other Services, and enables Client to give such Orders in respect of which the Cardholder is properly authorized in compliance with the Agreement.

Cardholder can receive the following information through Citibank Online:

- a) account information, balance of account inquiry, information regarding the Orders, and downloading such information on the Cardholder's computer;
- b) in case of deposits: information on the principal amount of the deposit, the rate of interest, the tie-up date and the next maturity;
- c) information on the foreign currency and foreign exchange rates offered by the Bank to the Client, prevailing rates of interest on tied-up deposits

Cardholder can make the following Orders through Citibank Online:

- a) book-entry transfer Order between Accounts kept with the Bank;
- b) transfer to accounts kept with other banks in Hungary or abroad;
- c) submission/modification/cancellation of standing transfer Orders in HUF;
- d) placement and tie-up of deposits, modification and cancellation of deposits;
- e) registration and cancellation of partner list;
- f) alteration of the Citibank Online Code;
- g) alteration of the PIN code to use ATM.

## **OTHER SERVICES**

It is not possible to cancel or to modify Orders given for the subject-day value date via Citibank Online. The Bank shall confirm via Citibank Online the registration of an Order given via Citibank Online, however, it shall send no notification of the execution of the Order via Citibank Online. Future dated payment orders and standing orders given through Citibank Online can be cancelled or modified through Citibank Online. The Bank shall confirm via Citibank Online the registration of an Order given via Citibank Online, however, it shall send no notification of the execution of the Order via Citibank Online. The Bank may send notices and messages to the Cardholder/Client through Citibank Online. Cardholder expressly accepts that by using the appropriate modules, text-windows or other similar tools (e.g. click acceptance, e-mail) of Citibank Online, the Parties can properly advise each other of any matter related to the Agreement, provided that prior to the communication the Bank is able to identify the Cardholder on the basis of Cardholder's Citibank Online code as provided in this Agreement.

In the future the Bank may also offer other types of Orders and Services as part of its Citibank Online Service and shall inform the Cardholder/Client of the terms and conditions of such Orders/Services in the appropriate form and manner.

The Bank shall be entitled to withdraw the availability of certain Orders or Services by way of Citibank Online if not permitted by the risks of the given Order or Service or by the provisions of the legal rule relating to the given Service or Order.

## **REGISTRATION, ACTIVATION**

The Client and Cardholder can apply for the Citibank Online service by duly filling the CitiBusiness Small Enterprise Cirrus/Maestro, MasterCard Application form and Bank Card Agreement. The Bank shall activate the Citibank Online service and shall make the Citibank Online service available on the business day following the acceptance of the application, at the latest.

## **ORDERS, AND INQUIRY THROUGH CITIBANK ONLINE SERVICE**

The Citibank Online service can be used only after the Cardholder has been identified by his/her Citibank Online code with that Citibank is entitled to set further security requirements for reaching CBOL or effectively using certain functions - for the sake of Cardholder. The Bank informs the Cardholder about these further security requirements properly. The Bank shall perform the Orders of the Cardholder received through Citibank Online in compliance with the general rules. When performing the Orders, the Bank is not obliged to (but if it finds necessary, it is entitled to) request the Cardholder to confirm the content of the Order by telephone.

The Cardholder/Client agrees that - among others in order to protect his own interest - the details of the Citibank Online connection shall be recorded and may be introduced as evidence by the Bank in compliance with the statutory regulations.

The Bank assumes no responsibility for errors in the Internet connection. The Bank shall not be held responsible if - due to errors in the telecommunication lines, the company or person providing the Internet service or software errors or due to any other reason outside the Bank's competence - the Bank is unable to perform the service or the data received by the Bank are faulty, incomplete or arrive with delay and therefore the Cardholder can not use the Bank's services.

The Bank is entitled to change, suspend or terminate the Citibank Online service or Cardholder's right to use the Citibank Online service for security or maintenance reasons at any time without giving prior notice or offering an explanation. The Bank shall notify the Cardholder thereof in writing. The Bank assumes no responsibility for the Cardholder's damages or losses arising from such change, suspension or termination.

## **CONFIRMATION OF CITIBANK ONLINE ORDERS**

The Bank shall record all Orders performed while using the Citibank Online service, and shall confirm them for the Client in the account statement related to the period in question. Furthermore, the Bank shall record all Citibank Online connections. Client hereby accepts that the data recorded by the Bank in connection with the Order constitute sufficient evidence for the Bank to debit the Account with the amount of the Order and to provide the requested Service. Cardholder/Client shall notify the Bank if - to the best of his knowledge - the data indicated on his Order or the data of the Service he applied for as well as the data indicated on the account statement are different from each other or if for any other reason the data referring to the Order specified on the account statement fail to agree with the facts.

## **TERMINATION OF CITIBANK ONLINE SERVICE**

Should the Cardholder learn the fact or suspect that while using the Citibank Online service, unauthorized third persons may have had access to his personal data, or may have performed unauthorized transactions related to his Account through Citibank Online, he shall notify the Bank thereof in the manner determined for the blocking of the Citicard in Enclosure 3 of the CitiBusiness Small Enterprise Bank Account Agreement. On receiving such notice, the Bank shall immediately block the Citicard, and shall immediately terminate the Citibank Online service.

If the validity of the Citicard has expired or the Citicard was blocked, the Citibank Online service is not available until a new Citicard is activated. The Client may request termination of the Citibank Online service, i.e. he may renounce the right to use this service; at any time in writing or through CitiPhone Banking by telephone. The Cardholder's/Client's access to Citibank Online shall terminate on the working day immediately following the adjustment in the Bank's system.

## Deposit Agreement

concluded by the Account Holder and the Bank - hereinafter jointly referred to as the Parties - upon concluding this Bank Account Agreement under the following terms and conditions.

1. In compliance with the provisions of this Agreement, the Account Holder shall place his disposable funds at the Bank as time deposits (hereinafter: "Deposit").
2. The amount of the Deposit is variable, and shall be placed by the Account Holder in the manner determined in section 4, in compliance with this Agreement. The minimum deposit amount to be tied-up shall be determined in the Bank's List of Conditions of CitiBusiness Small Enterprise Bank Account in force.
3. The Account Holder shall place the amount of the Deposit exclusively through Citibank Online, to the debit of his bank account specified in this Bank Account Agreement kept with the Bank (hereinafter: "Account").
4. The tying-up date of the Deposit shall be the day when Client's order to place the Deposit is received by the Bank, if it is received before the "Deadline for submitting orders" determined in the CitiBusiness List of Conditions for Small Enterprises. Should the order to place the Deposit arrive to the Bank after the deadline has expired, the tying-up date of the Deposit shall be the day following receipt of the order. The Bank shall not confirm the conditions of tying-up the deposit to the Account Holder in writing.
5. The maturity date of the Deposit shall be the last day of the maturity period chosen by the Account Holder when placing the Deposit from among the permitted deposit maturity periods determined by the Bank on Citibank Online.
6. The rate of interest to be paid on deposits and the method of interest calculation is included in the Bank's List of Conditions of CitiBusiness Small Enterprise Bank Account in force.
7. The interest shall be due and payable on the maturity date of the Deposit in one sum, and credited by the Bank to the Account of the Account Holder without the Account Holder's specific order. Interest shall be calculated commencing on the calendar day immediately following the day of placing the Deposit, and ending on the maturity date of the Deposit.
8. Should any provision of this Agreement prove to be invalid, illegal or unenforceable in any respect, this shall not affect or impair the validity, lawfulness and enforceability of the remaining parts of the Agreement.
9. This Agreement shall enter into force on the effective date of the Bank Account Agreement, and shall be interpreted in accordance with the provisions thereof.

## Contractual Conditions of CitiBusiness Small Enterprise Cirrus/Maestro, MasterCard

### DEFINITIONS

For the purposes of these Contractual Conditions, the following expressions shall have the following meaning - unless expressly otherwise provided or indicated by the context:

**ATM:** is an automatic cash dispenser machine operated by the Bank or by another Merchant, or another device to be used by Citicard and accepting Citicard, through which the Cardholder can perform orders by using the Citicard and the PIN code.

**PIN code:** is a - currently four-digit - number exclusively and unambiguously identifying the Cardholder for the Bank for the purposes of certain transactions performed with a Citicard, through which the Cardholder can perform Orders in the branches of the Bank or at other Merchants and can identify himself in the branches of the Bank in compliance with the CitiBusiness Small Enterprise Cirrus/Maestro, MasterCard Application Form and Agreement (hereinafter: "Agreement").

**Citicard:** is a cash-substitute, a Cirrus/Maestro, MasterCard bank card issued by the Bank upon the Account Holder's request.

**Merchant:** is a legal entity that has joined the Bank's settlement system or - in case of cards belonging to card associations -, the clearing system of the card association through its clearing bank, and accepts the Citicard for the payment of the consideration of goods and services or performs cash payment for the Citicard as an authorised legal entity.

**Cardholder:** a natural person holder of a Citicard at or above the age of 18, authorized by the Account Holder on a CitiBusiness Small Enterprise Cirrus/Maestro, MasterCard Application Form to dispose of the Citicard in compliance with the conditions determined in the Agreement and in these Terms and Conditions.

**Order:** an order allowed by the Bank to be given by the Client within a specific Service in compliance with the terms of the Agreement.

**Service:** a service provided by the Bank to the Client on the basis of the Agreement and in compliance with the terms of the Agreement.

**Electronic code used as a signature:** on ATM or during purchases by a Citicard the Cardholder shall give evidence of his proper authorisation with a Citicard and his PIN code (in the course of a purchase, also by signing the receipt), and orders are also given in this manner.

**PIN code -** The Parties agree that the PIN code and the Citicard, or the number of the Citicard shall be an electric code substituting a signature of the Account Holder and/or the Cardholder. The Cardholder is not allowed to use a PIN code equivalent or similar to his date of birth, address, car license plate number or any other information that may be deduced from the Cardholder 's personal data. Any and all losses and damages arising from the selection of such a PIN code shall be borne by the Cardholder. The Cardholder is entitled to change his PIN code(s). The Cardholder and the Account Holder shall keep their PIN codes in the strictest confidence. The Bank shall consider any transaction authorized by PIN code as a transaction initiated by the Cardholder. The Bank assumes no responsibility for damages arising from the unauthorised use of the PIN codes. PIN codes can be changed through Citibank Online and CitiPhone Banking, too.

**Citicard -** The Citicard is owned by the Bank. All rights and obligations related to the Citicard included in the Agreement are of personal nature, in order to protect the Cardholder's interests. The Bank shall not accept or regard as valid any authorisation given by the Cardholder to third persons related to the Citicard.

With a Citicard and the appropriate PIN codes, the Cardholder may give any and all Orders to which he is properly authorised under the Agreement.

## **ISSUE, RECEIPT AND VALIDATION OF THE CITICARD**

Following acceptance of the Account Holder's offer, the Bank shall send the Citicard(s) by post - at the Cardholder(s)' risk - to the address indicated by the Account Holder on the Application Form. On receipt of the Citicard, the Cardholder shall immediately sign the Citicard correspondingly with his signature used on the CitiBusiness Small Enterprise Cirrus/Maestro, MasterCard Application Form. The Cardholder is responsible for unauthorised Orders performed by the Citicard in case of non performance or faulty performance of such obligation.

The Citicard can be validated through CitiPhone Banking. The Cardholder is identified by the Bank, and following the identification, the Citicard is validated by the Bank, then the Cardholder determines a PIN code through CitiPhone Banking - in compliance with the detailed rules laid down by the Bank -, without the assistance of a bank-clerk. The Cardholder shall properly identify himself during and for the sake of the validation process, and shall give his account number or any other confidential information requested by the Bank. Following the activation of the Citicard by the Bank, the Citicard taken over by the Cardholder can be immediately used immediately.

If the Cardholder wishes not to have the Agreement to apply to him, he shall destroy the Citicard before validating or using it, and notify the Bank of the fact that he doesn't wish the Agreement to enter into force.

## **VALIDITY, RENEWAL AND TERMINATION OF THE CITICARD**

The validity of the Citicard is indicated on the face of the Citicard. The Citicard can be used exclusively within the validity period. The Bank shall automatically renew the Citicard, if the Cardholder fulfils the Bank's conditions stipulated for the renewal, and failing Cardholder's instruction to the contrary received by the Bank in writing at least two months prior to the expiry of the Citicard. Should the Bank not renew the Citicard, it shall notify the Cardholder thereof. In this case the Bank is also entitled to terminate the Agreement.

In case of issuing a new Citicard as a result of the old one being stolen, lost, renewed or has to be replaced for any other reason, the new Citicard shall be sent by the Bank to the Cardholder by post, or the Cardholder - provided that he notifies the Bank of this request in advance - may take over the new Citicard personally in a branch of the Bank selected by himself.

The Bank assumes responsibility for damages arising from the losing or damage of the Citicard from the point of time when the losing or damage is reported by the Cardholder to the Bank.

The Bank is entitled to request the Cardholder to confirm on the telephone the transactions performed a Citicard. Should the Cardholder refuse to confirm transaction, the Bank assumes no responsibility in connection with the unauthorised transactions.

The Bank undertakes to make the Citicard and the PIN code unavailable for giving orders related to the Agreement following the proper termination of the Cardholder's right of disposal and acknowledged by the Bank.

The Bank may at any time suspend or terminate Cardholder's right to use the Citicard, without giving prior notice. The Bank shall notify the Cardholder thereof in writing. In this case, the Bank assumes no responsibility for Cardholder's damages or losses arising from the suspension or termination in question.

The Bank may at any time invalidate the Citicard, furthermore, it may temporarily or finally withdraw one or more ATM's from availability for Orders.

## **ORDERS GIVEN WITH THE CITICARD, PRINCIPAL RULES OF THE USE OF THE CITICARD**

The Cardholder shall use the Citicard properly, the Bank assumes no responsibility for damages incurred by the Account Holder, Cardholder or any third party's side arising as a result of improper use of the Citicard.

If the Account Holder has more than one current bank account, Orders given with the Citicard shall be performed to the debit of current the bank account selected by the Account Holder for this purpose in the Agreement. This bank account selected in the Agreement may be changed at any time through CitiPhone Banking by the Account Holder.

As per laid down in the Contract, the Card Owner in possession of a Card entitling them to the Full scope of Services (Director Card Owner) can withdraw money personally in the branches of the Bank with the Business card, can give orders via CitiPhone Banking or through Citibank Online, using the Business card and the PIN code can purchase as per described hereinafter, and can withdraw money in the currencies available at the point of withdrawal applying the Business Card and the PIN code, and in case of having a MasterCard may purchase anything through internet as well. Since it is allowed by the expanded services that you can pay using the card only by signing the receipt and through the internet, please report the card being lost or stolen immediately through our customer service by phone!

As per laid down in the Contract, those who are in possession of a Business card that entitles their owner solely to withdraw money and purchasing (Partner Card Owner) can purchase as per described hereinafter, can withdraw money in the currencies available at the point of withdrawal applying the Business Card and the PIN code and in case of having a MasterCard may purchase anything through internet as well. Since it is allowed by the expanded services that you can pay using the card only by signing the receipt and through the internet, please report the card being lost or stolen immediately through our customer service by phone!

The Citicard can be used to perform purchase in the currency of the place of purchase to the debit of the disposable balance of the current bank account linked to the Citicard. The Cardholder may pay by Citicard only the consideration of the actually performed purchases and services. The Merchant shall identify the Cardholder by checking the Citicard and the signature corresponding to the one specified on the Citicard and/or by checking the PIN code. The Merchant may also request the Cardholder to present his identifies card or passport for identification purposes. Payment with the Citicard be performed in compliance with the rules laid down by the Merchant's bank. On the basis of Merchant's agreement with his bank, the Merchant shall accept all Citicards belonging to the card associations indicated by the Merchant.

The Cardholder shall check the receipt issued on the Order, whether the data stated on the receipt or respond with the facts, furthermore, he shall sign the invoice correspondingly with his signature on the Citicard, and use his PIN code in case of Orders where the use of the PIN code is required. The Cardholder shall be responsible for all legal consequences arising from the non performance or faulty performance of these obligations.

The Cardholder may use his Citicard only on ATM's and Merchants bearing the logo indicated on the Citicard. The Cardholder hereby acknowledges that the Bank is at any time entitled to terminate the use of the Citicard on the ATM's of other banks.

Orders performed by the Citicard - failing agreement to the contrary - are subject to the condition that there is a freely disposable balance on the current bank account in question. Transactions performed with the Citicard are irrevocable by the Cardholder.

Related to the Orders performed with the Citicard, the Bank is entitled to debit the Cardholder with all expenses and charges charged by other banks or the Card Association in connection with the Order in question, and to charge for the Order in the List of Conditions of CitiBusiness Small Enterprise Bank Account.

**Orders in different currencies:** The amount of Orders in currencies different from the currency of the current bank account, shall be converted by the Bank into the currency of the current bank account. The amount expressed in the currency of the Order shall be first converted by the Bank into the settlement currency of the Card Association related to the Order in question at the cross-rate determined by the Card Association, then the amount of the Order expressed in the settlement currency of the Card Association shall be converted by the Bank into the currency of the current bank account at the daily exchange rate determined by the Bank for the Citicard. Consequently, the exchange rate of an Order performed in a currency different from the currency of the bank account, can be calculated as the ratio of the amount expressed in the currency of the Order indicated on the account statement and the amount expressed in the currency of the current bank account. The Account Holder and the Cardholder can have access to information on the daily exchange rate through CitiPhone Banking.

## **CONFIRMATION OF ORDERS PERFORMED WITH THE HELP OF A CITICARD**

Orders performed with the Citicard shall be recorded by the Bank and acknowledged towards the Account Holder in the account statement for the relevant month. The Cardholder shall receive a receipt issued by the Merchant/ATM confirming the Order. The Cardholder hereby accepts that the data recorded by the Bank in connection with the Order constitute sufficient evidence for the Bank to debit the current bank account with the amount of the Order.

The current bank account shall be debited based on the data sent by the Merchant's bank to the Bank, therefore the current bank account can be legally debited by the Bank even without a receipt for the Order being issued, or if it the receipt not in the Cardholder's possession, if according to the data received from the Merchant's bank, the Cardholder has performed an Order.

The Cardholder shall notify the Bank if the data indicated on the acknowledgement of receipt and the data indicated on the account statement are different from each other, or if the data referring to the Order indicated on the account statement fail to agree with the facts. The Client can raise an objection in connection with the financial transactions stated on the Account Statement within 15 days following receipt of the Account Statement, and in case of Orders performed with the Citicard the Bank shall reply within 90 days.

## RESPONSIBILITIES

**Responsibility for the defect of devices:** The Bank assumes no responsibility for damages arising from any defect of the Citicard occurring after the issuance of the Citicard to the Cardholder.

The Bank assumes no responsibility for damages incurred by the Cardholder arising from the fact that the Merchant has refusing the Order.

The Bank shall not be liable for losses or damages of any nature incurred by the Cardholder arising from an ATM defect, the defect of other devices, the communication system or tool, the data processing system or transfer connection or from any other similar reasons, provided that the defect is not attributable to the Bank and the Bank exercised due diligence, independent from whether the event is outside the Bank's sphere of interest or not.

**Responsibility in connection with the authorisation:** The Bank - except the cases of wilful misconduct and gross negligence - assumes no responsibility for performing Orders where a PIN code is not used for identifying the Cardholder, and the signature provided in confirmation of the Order is to such an extent similar to the Cardholder's specimen signature submitted to the Bank that the difference between the two signatures can not be noticed even with due diligence.

**Responsibility in connection with the use of Citibank Online:** Cardholders may use Citibank Online at their own discretion, however, the Bank calls Cardholders' attention to the fact that while giving orders through Citibank Online, unauthorised third persons may have access to the Cardholders' card number and PIN code, and/or other kinds of abuse may occur at Cardholders' expense through the Internet. Such abuses may also cause material damages to the Cardholders. Therefore the Bank assumes no responsibility for any damages of the Cardholder in connection with the use of Citibank Online.

**Responsibility of Cardholders with a Citicard authorizing for cash withdrawal and purchase only:** the Account Holder shall have joint and several responsibility for Orders given by Cardholders with an exclusively cash and purchase Citicard and for paying the bank charges related to such Orders, however, the Bank is also entitled to make a separate claim against Cardholders with a Citicard authorizing for cash withdrawal and purchase only. Cardholders with a Citicard authorizing for cash withdrawal and purchase only are obliged - jointly with the Account Holder - to indemnify the Bank for all losses, damages, expenses and costs arising from the activity or default of Cardholders with a Citicard authorizing for cash withdrawal and purchase only. In each case when the cash drawing or the purchase is performed by the PIN code, the transaction shall be regarded by the Bank as a transaction initiated by the Cardholder.

**Rules of responsibility related to the Merchant:** The Merchant is not the Bank's representative, and not a contributor proceeding in the Bank's interest. The Bank shall not be liable for damages incurred by the Cardholder or arising on Cardholder's side resulting from the fact that a person or organisation authorised by the rules of the Card Association to accept the card, makes a mistake or commits an omission when accepting the Citicard, or doesn't authorize the Order, or refuses to accept the Citicard or the PIN code.

The Bank is not a party to legal disputes emerging between the Cardholder and the Merchant. In such disputes the Bank is entitled to give the necessary data and information in compliance with the statutory regulations on bank secrets, the provisions of the Agreement and the written declaration of the Cardholder related to the matter in question, however, at the Cardholder's request the Bank examines all relevant questions arising from the use of the Citicard in question, and gives all reasonable assistance to the Cardholder in order to satisfyingly settle the dispute.

Disputes arising between the Cardholder and the Merchant, as well as set-off rights or counter-claims that can be applied by the Cardholder against the Merchant shall not affect the Cardholder's responsibility towards the Bank.

## BLOCKING THE CITICARD AND THE PIN CODES

The Cardholder shall take the necessary precautions in order to prevent the Citicard from being lost or stolen, and undertakes not to disclose his PIN codes to third persons.

The Cardholder shall notify the Bank immediately through CitiPhone Banking of the fact that the Citicard or the PIN codes have been lost, stolen, or obtained by an unauthorised third person (hereinafter: "loss"), or if the bank account statement includes an unauthorised Order and this has been discovered by the Cardholder. The Cardholder is also obliged to report to the Bank immediately if the Citicard got out of his possession. If the cardholder fails to fulfil these obligations, the Bank assumes no responsibility for further losses.

Simultaneously with reporting to the Bank, the Cardholder shall destroy the Citicard specified in his report - if this is possible in case of the relevant reason of blocking. Losses due to failure to meet these obligations shall be born by

the Cardholder. If the facts judged with due diligence suggest a crime against the Citicard/the PIN codes, the Cardholder shall report this suspicion without delay to the competent authority responsible for investigating the crime.

Upon receiving the report on the loss, the Bank shall immediately block the Citicard/PIN codes in question. After the time of the verbal communication, the Cardholder shall not be liable for Orders performed by the Citicard/PIN codes, unless later it is proved that the Citicard or the PIN codes got into the possession of third persons due to the Cardholder's wilful misconduct.

Following receipt of the verbal report, the Bank shall exercise due diligence in order to replace the lost Citicard, and to send it by post to the address indicated by the Cardholder.

Even if the Citicard that was blocked is found, it may not be used any more and shall be destroyed and the Bank shall be notified thereof.

The Bank is entitled to block the Citicard for security reasons, if the risk involved in the Agreement has substantially changed, in case of suspected abuse of the Citicard, in case of improper card use, if the Cardholder fails to meet the terms of the Agreement, if the Agreement is terminated, furthermore, if this seems to be necessary in order to protect the Cardholder from losses. When the authorisation of Cardholders with a Citicard authorizing for cash withdrawal and purchase only is terminated, the Bank shall block the card of such Cardholders - in accordance with the Account Holder's instructions.

The Bank shall not be liable for damages caused to third persons as a result of the blocking. The blocking is final and irrevocable, the Citicard/PIN code may not be used any more after the stoppage has been reported to the Bank. The Citicard can be replaced only by issuing a new Citicard. The Bank assumes no responsibility for damages incurred by the Cardholder arising from failing to block the card or from any abuse related to the stoppage. The costs of blocking incurred on Cardholder's side shall be borne by the Cardholder. The Bank is entitled to charge all costs related to the blocking arising from foreign correspondence, posting of parcels and insured letters to the Cardholder.

The Bank assumes no responsibility for damages arising from the unauthorised use of the Citicard/PIN code prior to the blocking of the Citicard/PIN code. If the Cardholder proceeded in compliance with the provisions of this Agreement and otherwise exercised due diligence, then if the Citicard/PIN code has been lost or stolen, the Bank shall compensate the Cardholder for all proven damages arising from the unauthorised use of the Citicard/PIN code following the blocking of the Citicard/PIN code.

From December 1, 2002 - if the damage is not due to the Cardholder's wilful misconduct or gross negligence - damages arising prior to the application the blocking shall be borne by the Cardholder to the extent of HUF 45,000 at the maximum, and all damages arising following the blocking shall be borne by the Bank.

At Client's request the Bank shall issue a certificate on when and of which content the application for blocking was reported to the Bank.

## **TERMINATION WITH IMMEDIATE EFFECT**

The following shall constitute a serious breach of contract:

- a) if the Account Holder commits a serious breach of his obligations (including his payment obligations) determined in this Agreement, or meets his obligations after the due date;
- b) any alteration of the data specified on the Citicard are changed or any attempt to such effect;
- c) use of the Citicard following the blocking, or after the expiry of the validity period or outside the validity area;
- d) violation of the rules related to the use of the Citicard.

At the Bank's discretion, the serious breach of contract may have the following consequences:

- a) termination of the Agreement with immediate effect,
- b) blocking of the Citicard,
- c) suspension or refusal of performance of the Orders/Application for Services.

## **LEGAL CONSEQUENCES OF THE TERMINATION OF THE AGREEMENT**

In the case of termination of the Agreement for any reason, the Account Holder shall promptly notify the Cardholders of this fact, and shall destroy all Citicards at the latest on the third banking day immediately following the day when it learns of the termination of the Agreement, unless this is obviously impossible due to the reason of the termination. All damages arising from failing to meet the above obligations shall be borne by the Account Holder. It is forbidden to use the Citicard following the termination of the Agreement.

On termination of the Agreement, the Bank's obligations set out in the Agreement shall terminate, all indebtedness of the Account Holder's towards the Bank shall become due and payable on the day of termination of the Agreement - irrespective of their original maturity -, and the Bank is entitled to set-off its claims on the day of maturity under the Agreement. However, the termination of the Agreement shall not terminate the settlement and payment obligations of the Parties.

In case of termination of the Agreement, from the date when the termination of the Agreement comes to the Bank's knowledge, the Bank is entitled to block the Citicard at any time at its discretion, with notifying the Cardholder thereof.

On termination of the Agreement, the Bank shall terminate the current bank account(s).

The Cardholder exempts the Bank from the banking secret in order to forward Cardholder's data to the Card Association and the Merchant network, required to effect the blocking of the Citicard in the network of the Card Association.

The Bank may place cameras in the Bank's public banking area, in the ATM's and in the premises of the ATM's, and in case of dispute it is entitled to use the video recordings as evidence.

## Contractual Conditions of CitiPhone Banking

### DEFINITIONS

For the purposes of the Contractual Conditions, the following expressions shall have the following meaning - unless expressly otherwise provided or indicated by the context:

**CitiPhone Banking:** in respect of Services determined by the Bank, the possibility to perform certain banking transactions or Orders on the telephone, as well as a telephone customer service for information and for filing complaints. This Service is available between 8.00 a.m. and 17.00. p.m., on every banking day of the week.

**!!!!!!! Order:** az adott Szolgáltatás keretében a Szerződés feltételei szerint a Bank által lehetővé tett, az Ügyfél által megadható rendelkezés.

**T-PIN code:** means a currently four-figure number aimed at exclusively and unambiguously identifying the Client for the Bank when using the CitiPhone Banking Service. The T-PIN code is used by Client for accessing the CitiPhone Banking Service and giving Orders through it.

**Electronic coding used as signature:** when using CitiPhone Banking, Client proves his proper authorisation with the Citicard and with his T-PIN code, and gives Orders in this manner.

If the Client applies for a Service of Citibank through CitiPhone Banking, the Bank is entitled - in compliance with its own security regulations - to take further measures in order to identify the Client in addition to the identification procedure determined in the Agreement.

#### T-PIN code

The Parties agree that the T-PIN code is an electric coding method aimed at substituting Client's signature. The Client is not allowed to use a T-PIN code equivalent or similar to his date of birth, address, car license plate number or any other information that may be deduced from Client's personal data. Any and all losses and damages arising from the selection of such a T-PIN code shall be borne by the Client. The Client is entitled to change his T-PIN code. The Client shall keep his T-PIN code in the strictest confidence

### CITIPHONE BANKING TELEPHONE CUSTOMER SERVICE

Through CitiPhone Banking Service, the Client can perform Orders, apply for certain Services and get answer or legal remedy to his questions or complaints on the telephone from 8.00 a.m. to 17.00 p.m., on every banking day of the week.

Prior to using CitiPhone Banking Service and giving the Order, the Bank asks two components of Client's T-PIN code selected at random by the computer. The correctness of the answer is checked by the Bank's software. The system of CitiPhone Banking Service is set up in a way that doesn't allow the Bank to fulfil the Order/Service until the correctness of the answer is confirmed.

The Client agrees that all CitiPhone Banking telephone calls will be recorded, and the Bank may introduce them as evidence in any official proceedings in compliance with the statutory regulations.

The Client hereby acknowledges that the data recorded by the Bank in connection with the CitiPhone Banking Instruction constitute sufficient evidence for using the Service and giving the Instruction in question, and - where applicable - evidence the fact of the prior control of the T-PIN code.

The Bank provides access to the following Orders and Services through CitiPhone Banking for Clients having Full Authority in compliance with the Contractual Conditions of the CitiBusiness Small Enterprise Cirrus/Maestro, MasterCard:

- a) account information (cover, balance, specific Orders, content of the latest or the preceding Account Statement etc.),
- b) performance of payment orders,
- c) reissue of the Account Statements and issue of certain certificates,
- d) reporting of complaints in connection with the Services,
- e) detailed and full information on the Services and Orders.

The Bank may offer other Orders and Services within the framework of CitiPhone Banking Service in the future, the conditions of which shall be notified by the Bank to the Account Holder in writing.

The Bank shall be entitled to withdraw the availability of certain Orders/Services through CitiPhone Banking, if the risks involved in the Orders/Services in question or the statutory regulations relevant to the Orders/Services in question have changed unfavourably.

## **CONFIRMATION OF CITIPHONE BANKING ORDERS**

The Bank shall record all Orders performed while using the CitiPhone Banking Service, and confirm them for the Client in the account statement related to the month in question. Furthermore, the Bank shall record all CitiPhone Banking telephone calls. The Client hereby accepts that the data recorded by the Bank in connection with the Order constitute sufficient evidence for the Bank to debit the Account with the amount of the Order and to provide the Service applied for. Client shall notify the Bank if in his knowledge the data of his Order and the data indicated on the account statement are different from each other, or if the data related to the Order indicated on the account statement fail to agree with the facts for any other reason.

The Bank is entitled to confirm the Order with the Client on the telephone, prior to fulfilling them.

The Client hereby acknowledges that the Bank is entitled to record the telephone calls carried on while using CitiPhone Banking Service, and to introduce them as evidence in case of disputes affected by the telephone calls in question.

## Conditions of Providing Postal Services

These Conditions shall be applicable to the following postal services:

1. Crediting the Account Holder's items received through computer-processed postal "Cash Transfer" to the Account Holder's account kept with the Bank. In accordance with the contracts concluded by the Bank and the Hungarian Post Ltd, the Account Holder may use these services also as so-called "financial transactions service on the domicile".
2. **The Bank's liabilities:**
  - a) At the Account Holder's request, the Bank shall have the cash transfer orders produced for the Account Holder;
  - b) The amounts stemming from the daily postal settlement transfers are credited by the Bank to the Account Holder's bank account in one sum or by items;
  - c) The Bank collects the paper-based and electronic lists prepared for the Account Holder from the Post Settlement Centre (hereinafter: PSC) and makes them available to the Account Holder.
3. **The Account Holder's liabilities:**

On the basis of the decree 9/2001. (MK 147.) of the National Bank of Hungary on money circulation, settlement turnover and the rules of monetary processing, the Account Holder issues cash transfer orders for his clients approved by the PSC and suitable for computer processing.
4. The Bank assumes no responsibility for any delay or losses arising as a result of the inaccurate filling in of the documents listed in point 1, or as a result of indicating a defaulting payer identification number.
5. The Bank shall charge a fee for the services mentioned above, according to the Bank's CitiBusiness List of Conditions for Small Enterprises in force. The Bank shall automatically debit the Account Holder's current bank account kept by the Bank with all charges invoiced by the Hungarian Post Ltd for using the services mentioned above.
6. The Bank and the Hungarian Post Ltd reserves the right to change the rate of charges. The Bank is obliged to notify the Account Holder of all changes in the rate of charges.
7. The Account Holder can get information on the technical conditions of the postal transactions (available printed papers, filling methods, and other special rules of their use) directly from the Hungarian Post Ltd.
8. The Account Holder may at any time renounce the services listed in point 1. The period of the renouncement can't be shorter than 30 days.
9. The Bank may stop providing the services under the same conditions as mentioned above.
10. The Bank stops providing the services if all the Account Holder's bank accounts kept by the Bank are for any reason terminated.

## Contractual Conditions of Citibank Alerting Services

For the purposes of the present General Business Conditions, the following terms shall equal to the CitiBusiness Small Enterprise Cirrus/Maestro, MasterCard Agreement's meanings, unless expressly provided otherwise herein or expressly implied otherwise by the context:

**Citibank SMS Alerting Service:** denotes the Service of the Bank subject to the actual specification of the Bank, as part of Cardholders may receive information related to certain debits and credits made on the Account, to Orders executed with Citicards to the given Agreement or Service and any other general banking information, in the form of short text messages sent to a mobile phone (SMS) and/or of an electronic mail message (e-mail). The Citibank SMS Alerting Service does not qualify as an electronic payment device.

### RIGHTS AND OBLIGATIONS OF THE PARTIES

- (a) Subject to the actual terms and conditions determined by the Bank at any given time, Cardholders may determine in the Application Form or via CitiPhone Banking or Citibank Online the conditions under which they wish to use the Citibank SMS Alerting Service and the mobile telephone number and/or e-mail address at which they wish to receive messages, with the proviso that one mobile telephone number and one e-mail address may be stated per application. The Bank shall inform its Customers of the range of Cardholders that may use the Citibank SMS Alerting Service in the appropriate form and with the appropriate contents.
- (b) Each Cardholder may request the Service under the same conditions, independently of one another, with the proviso that all the Cardholders may receive messages in respect of Orders concerning the Account, while only the given Cardholder may receive messages in respect of any Orders executed with the given Citicard, provided that this service was requested.
- (c) The Bank shall send messages in Hungarian or English to the mobile telephone number and/or e-mail address stated, under the conditions specified by the Cardholder. The SMS messages sent by the Bank shall not state the sender's telephone number in each case.
- (d) The Cardholder shall not be able to send messages to the Bank or to respond to any messages sent by the Bank.
- (e) The Bank reserves the right to suspend the Service without prior notification if necessary for maintenance or security reasons.
- (f) The Cardholder shall ascertain prior to requesting the Service whether his/her mobile telephone or personal computer is suitable for receiving such messages.
- (g) The Cardholder shall make every effort to prevent unauthorized persons from gaining access to his mobile telephone and/or personal computer.
- (h) The Cardholder shall inform the Bank in writing, via CitiPhone Banking or Citibank Online if his/her mobile telephone number or e-mail address changes, in such a way that the written notice shall be received by the Bank before such a change actually occurs. Until due notification, the Bank shall send any messages to the former mobile telephone number or e-mail address. The Bank shall not be liable for any losses arising there from.

### LIABILITY

- (a) If the mobile telephone or personal computer is not suitable for receiving messages, the Bank shall not be liable for any losses arising there from.
- (b) The Bank shall not be liable for the correctness, authenticity or inaccessibility of the messages. These messages shall only serve information purposes and shall not qualify as invoices or Account Statements.
- (c) The Bank shall not be liable for the correctness of any data supplied by the Cardholder or third parties and the Bank shall not be obliged to verify the correctness of such data. The Bank shall not investigate the entitled user of the mobile telephone number or e-mail address stated; disposal of any messages sent pursuant to the instructions of the Cardholder shall be the Cardholder's responsibility.
- (d) No liability of any kind shall lie with the Bank for losses of any nature sustained by the Cardholder in connection with the Service, with special regard to the following:
  - (i) if the losses arise from the fact that the Cardholder does not satisfy or belatedly satisfies any of his/her obligations prescribed in the Agreement;
  - (ii) if the communication lines break down or a problem arose within the control of the telecommunication service providers, as a result of which the data are not received or are received erroneously, incompletely or belatedly at the mobile telephone number or e-mail address;

- (iii) if the Cardholder suffers any detriment in connection with the Service for reasons falling beyond the control/competence of the Bank;
- (iv) if any losses arise in connection with the mobile telephone or personal computer (in particular but not limited to losses arising from the removal thereof from the Cardholder's possession or the fraudulent use, cancellation, in operation or defective operation thereof).
- (e) The Bank shall accept no liability under any circumstances for any losses sustained by the Cardholder, whether directly or indirectly, in connection with the application of the Service, or for any loss of profits arising there from.
- (f) The Bank's liability shall extend from the initiation of the message from the Bank to the forwarding of the message to the message centre of the mobile telephone or Internet service provider. All risks arising from the transmission of messages shall lie with the Cardholder.

## **FEES**

- (a) The Bank shall charge the monthly flat-rate service fee stated in the CitiBusiness Current Account List of conditions, as in force.
- (b) The Bank shall charge the full monthly flat-rate fee of the Service even if the Cardholder only used the Service during a part of the given month for any reason.
- (c) The Bank shall charge the monthly flat-rate service fee separately in respect of each Cardholder using the Service.

## **MESSAGES INITIATED BY THE BANK**

- (a) If the Cardholder subscribes to the Service, in addition to the types of messages selected by him/her, he/she shall also automatically receive the messages initiated by the Bank.
- (b) From among the messages initiated by the Bank, the Cardholder shall be unable to suspend or to cancel the fixed range of messages closely related to the given Service, in particular, expiry of card and payment deadline, or shall only be able to do so through the suspension or cancellation of the entire Citibank SMS Alerting Service itself.
- (c) From among the messages initiated by the Bank, the Cardholder may request the cancellation of messages serving advertising and promotional purposes via any of the channels available for requesting the Service.

## **SUSPENSION OF SERVICE BY THE CARDHOLDER**

- (a) The Cardholder shall be entitled to suspend use of the Service at any time during the term of its use via all the channels available for requesting the Service.
- (b) Upon suspension initiated by the Cardholder, the Service shall be suspended during the period extending from the registration of suspension to the registration in the Bank's own systems of the Cardholder's request for the resumption of the Service.
- (c) The Bank shall charge the full monthly flat-rate fee of the Service for the full term of such suspension under unchanged terms and conditions.
- (d) Blocking the Citicard according to CitiBusiness small Enterprise Cirrus/Maestro Card Agreements shall not result the cancellation of the service.

## **CANCELLATION OF SERVICE**

- (a) The Cardholder shall be entitled to request the cancellation of the Service at any time, in writing or via CitiPhone Banking. The Bank shall terminate the Service within two Business Days of the Cardholder's request.
- (b) The Bank shall be entitled to terminate the Service at any time, at 15 days' notice.
- (c) Cancellation of the Service shall not result in the blocking, cancellation or termination of the mobile telephone number or e-mail address with the given service provider.
- (d) Blocking the Citicard according to CitiBusiness small Enterprise Cirrus/Maestro MasterCard Card Agreement shall not result the cancellation of the Service.