

General Terms and Conditions

Effective from: October 3rd, 2016

Barion Payment Inc. (registered address: H-1117 Budapest, Infopark sétány 1. I. épület 5. emelet 5., Hungary; court of registration: Court of Registration of the Metropolitan Court; company registration number: Cg. 01-10-048552; tax number: 25353192-2-43., EU VAT number: HU25353192; number of license for activities: H-EN-I-1064/2013, electronic money issuer entity identifier: 25353192), general terms and conditions as an electronic money issuer entity

1. Definitions

In these General Terms and Conditions, the following words and expressions will have the following meaning.

Acceptor services:	The services described in Section 6 of the Contract.
Acceptor:	A unit established as such in the Barion wallet. An Acceptor can be the following: <ul style="list-style-type: none">- a web-based or physical point of sale of the goods or services sold by the User; or- the User's website where it organizes, intermediates or otherwise makes possible the sale of products or services through the Internet for sellers and other third parties, or- the User's website or physical location where the User accepts donations.
Activation:	A legal declaration made by the User through which the User confirms the intention of concluding the contract on the electronic interface available through the activation link. Activation establishes the Contract with the Issuer.
Anti-Money Laundering Act:	Act CXXXVI of 2007 on the Prevention and Combating of Money Laundering and Terrorist Financing.
Barion account/Barion balance:	The unit of electronic records assigned to the given User in Barion. Its purpose is to store and keep records of the e-money available to the User in the currencies managed by the Issuer. The Barion account does not qualify as a payment account within the meaning of the Payment Services Act.
Barion API:	Within the Barion wallet services, all the services which, as documented by the Issuer, may be used by other software.
Barion mobile application:	An application that may be downloaded to a mobile phone and that provides access to the Barion wallet and the Services.
Barion wallet:	An electronic service available on the Issuer's website, through a mobile application, or through an API made available by the Issuer to a third party which service provides access to the Barion account for a User holding a Barion account, and allows, among others, the giving of Transaction Orders, the query of information, the blocking of the Barion account and access to other services related to the Barion account. This service is available 24 hours a day on every day of the year.
Barion:	The server-based electronic money system established and operated by the Issuer and the electronic money service provided by the Issuer and falling within the scope of these General Terms and Conditions.
Breach of contract:	An event or rule specified in the Contract or in these General Terms and Conditions or legislation as a result of which, if the event arises or if the rule violated, respectively, the Issuer is authorized to terminate the Contract and discontinue the provision of the Service(s) to the User.

Consumer:	A natural person acting in the interest of objectives outside the scope of his or her profession or business activity.
Contract:	A legal relationship between the User and the Issuer established through the User completing and submitting the electronic registration form, the Issuer accepting it and the Activation. The conditions of the Contract are included in the registration form and/or other documents and also the General Terms and Conditions and the List of Conditions.
Contributor fee:	The fee payable by the Seller to the Contributor on any legal ground on the basis of the Facilitator's order in exchange for assisting the sale in some form. Contributor fees may also be paid to Facilitators.
Contributor:	A User that, on the basis of the Facilitator's order, is entitled to receive, after the price of the Purchase has been credited, a fee on any legal ground for assisting the implementation of the sale in some form. Contributors may include agents assisting the sale or the Facilitator.
Credit Institutions Act:	Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises.
Customer:	A User that pays to a Merchant or Seller the price of goods or services or the amount of a donation through an Acceptor service to the debit of the User's Barion account or through a bank card based Top up.
Durable medium:	A device that allows the User to store the data addressed to the User permanently in accordance with the purpose of the data and to display the stored data in the same for and with the same content. The Issuer will consider in particular the following as notifications made through durable medium: <ul style="list-style-type: none">- the sending of electronic mail to the e-mail address specified by the User;- a notification sent to the User's Barion wallet,- a notification by post.
Electronic money/e-money:	According to Section 6(1) item 16 of the Credit Institutions Act: electronic money is an electronically – including magnetically – stored amount of money as represented by a claim against the Issuer of the electronic money which is issued on receipt of funds for the purpose of making payment transactions as defined in the Payment Services Act, and which is accepted by a natural or legal person, unincorporated business association or sole entrepreneur other than the electronic money Issuer. Electronic money is a cash equivalent.
E-money issuing:	At the request of the User, and for consideration, the Issuer will issue e-money and credits it to the User's Barion account following receipt of the consideration.
E-money owner:	A User that owns e-money.

E-money service:	Electronic money issuing and withdrawal as defined in Section 3(1)(e) of the Credit Institutions Act and the implementation of the payment transactions carried out using e-money related to the issuing or the withdrawal. The service is provided to the User by the Issuer under and in accordance with the Contract.
E-money transaction:	Sending money accounted for to the debit of the e-money available to the User and any other payment made with e-money; the E-money transaction also covers the Fees and costs of such transactions.
Facilitated sales:	A sale transaction organized, intermediated or otherwise made possible by the Facilitator.
Facilitator:	A Merchant that organizes, intermediates or otherwise makes it possible the sale of goods or services via the Internet for Customers, Sellers or other third parties (e.g. Sharing Economy, Marketplace, C2C payment).
Fees:	All the fees, commission and costs that the Issuer is entitled to charge in connection with the Service or for carrying out the Transaction Order. The Fees and listed in the List of Conditions, which forms an integral part of the Contract.
Hotline:	A hotline operated by the Issuer through which the User may request the blocking of the Barion wallet and account, report complaints and use the services as defined from time to time by the Issuer in this GTC. The conversations between the User and the Issuer over the Hotline will be recorded.
Issuer:	A Barion Payment Inc. (registered address: H-1117 Budapest, Infopark sétány 1. I. épület 5. emelet 5., court of registration: Court of Registration of the Metropolitan Court; company registration number: 01-10-048552; tax number: 25353192-2-43., EU VAT number: HU25353192, number of license for activities: H-EN-I-1064/2013, electronic money issuer entity identifier: 25353192), as an electronic money issuer entity. The Issuer carries out e-money issuing, keeps a record of the Barion accounts, implements the payment transactions related to e-money, and carries out the withdrawal of e-money as a financial service.
List of Conditions:	An information material describing the price of the Services provided by the Issuer and available to the Users. The List of Conditions will in particular specify the Fees and other terms.
Merchant:	A User that has an Acceptor <ul style="list-style-type: none">- to sell goods or services through a web-based or physical point of sale; or- to organize, intermediate or otherwise make possible the sale of products or services through the Internet for sellers and other third parties, or- to accept donations at a web-based or physical point of sale.

Micro-enterprise:	An enterprise qualifying as a micro-enterprise under the Payment Services Act. At the time of the conclusion of the Contract, a micro-enterprise is a micro-enterprise is defined as an enterprise which employs fewer than 10 persons in total and whose annual turnover and/or annual balance sheet total in the business year before the conclusion of the Contract does not exceed the HUF equivalent of EUR 2 million (converted on the last day of the business year before the conclusion of the Contract on the basis of the Central Bank of Hungary's official rate).
Password:	A personal and secret identifier which may not be disclosed to a different person and which, along with the User ID, is necessary to identify the User clearly and individually. The User may access the E-money service by using both the User ID and Password. The Password may be changed later.
Payment intermediary/Intermediary:	According to Section 3 item 29 3 of the Payment Service Providers Act: <ul style="list-style-type: none">a) an activity carried out on the basis of a contract of engagement with a payment institution or an electronic money issuer entity to promote the conclusion of contracts for services or the provision of payment services on behalf, to the benefit and at the risk of the electronic money issuer entity, including the conclusion of a payment services contract on behalf, to the benefit and at the risk of the electronic money issuer entity,b) an activity carried out on the basis of an engagement contract with the electronic money issuer on behalf, to the benefit and at the risk of the electronic money issuer for the purpose of promoting the conclusion of contracts for the sale and withdrawal of electronic money. Under this Contract, only b) will apply.
Payment Service Providers Act:	Act CCXXXV of 2013 on Payment Service Providers.
Payment Services Act:	Act LXXXV of 2009 on the Provision of Payment Services.
Seller	A User that sells goods or services to a Customer in the course of Facilitated sales.
Sending money:	A payment order made by the User as the party making the payment to the Issuer for transferring the E-money to the beneficiary, and the carrying out of this Transaction Order by the Issuer.
Service:	The E-money service or any other service that the Issuer provides to the User under and in accordance with the Contract.
Sufficient funds:	A positive balance available on the Barion account that may be freely used by the User. It is equal to the value of the Transaction Order plus the Fees to be charged in connection with the Transaction Order.

Technical documentation:	The document published on the Issuer's website or in any other form which specified the technical conditions of using the Service.
Telecommunication device:	Any device that allows the parties to make contractual declarations for the conclusion of a contract even if they are not in each other's presence; The website of the Issuer qualifies in particular as such a telecommunication device.
Top up:	Making E-money as consideration available to the Issuer. In the case of a successful top up, E-money issuing is carried out in accordance with Section 8.
Transaction Order:	An order allowed by the Issuer to be made by the User regarding e-money. Transaction Orders will include but will not be limited to E-money transactions, E-money Top ups, Issues and Withdrawals.
User ID:	A personal identifier whose purpose, along with the Password, is to identify the User clearly and individually. The User may access the Service by using both the User ID and Password. At this time, the Issuer only accepts e-mail addresses as User IDs.
User:	<p>A Private Individual or Organization that wishes to conclude or has already concluded a contract with the Issuer or that initiates a Barion account Top up. The User may be</p> <ul style="list-style-type: none">- A Private Individual: any natural person- Organization: any entity that is not a natural person including but not limited to corporations, sole proprietors, associations, foundations, law firms, offices of notaries public, offices of patent attorneys, offices of bailiffs, European Public Limited-Liability Companies (Societas Europaea, SE), cooperative societies, housing cooperatives, European Cooperative Societies (Societas cooperativa Europaea, SCE), water management associations, forest management associations, voluntary mutual insurance funds, private pension funds, companies of sole proprietors, interest groupings, including European Economic Interest Groupings, European Groupings of Territorial Cooperation, and the sport clubs. Organizations will include state institutions and organizations, local governments and all budgetary organizations.
Withdrawal:	The withdrawal of the e-money by the Issuer at the request of the E-money owner User and making an equivalent amount available to the User in accordance with the User's instructions.

2. The scope of the General Terms and Conditions

2.1 The General Terms and Conditions specify the general conditions applicable to the legal transactions between the Issuer and the User which conditions are binding for the Issuer and the

User even in the absence of an express provision unless the Contract between the Parties includes different provisions.

2.2 The content of the legal transaction between the Issuer and the User will be governed primarily by the Contract. Concerning issues not regulated by these General Terms and Conditions, the List of Conditions and the rules of the relevant Hungarian legislation, and in particular the effective rules and regulations of the Civil Code, the Credit Institutions Act, the Payment Service Providers Act, the Payment Services Act and other laws governing the issuing of e-money and the related services, will be applicable. If the General Terms and Conditions and the Contract contain conflicting provisions, the Contract will have priority.

2.3 The General Terms and Conditions apply without an express provision to both the Issuer and the User for the purposes of the Contract. However, the Parties may deviate from the General Terms and Conditions by mutual agreement in the individual Contracts or Transaction Orders without violating the applicable legislation. In such cases, the different provisions the Parties agreed upon will have priority over the terms of the General Terms and Conditions.

3. Conclusion of contracts

3.1 The User will initiate the conclusion of a Contract with the Issuer electronically by completing the registration form available on the Issuer's website and by sending it to the Issuer. The sending of the registration form to the Issuer does not qualify as a legal declaration for the conclusion of a contract made by the User. It is only deemed as a step to initiate the procedure of concluding the Contract. The User will have the right to cancel the procedure of concluding the Contract without any legal consequences.

By sending the registration form to the User, the User specifically requests and agrees to conclude the Contract through a telecommunication device through the Issuer's website.

3.2 The Issuer will examine the User's request for the conclusion of the Contract submitted electronically. The Issuer will decide on accepting the request to conclude the Contract at its own discretion and on the basis of the terms specified by the Issuer.

3.3 If the Issuer accepts the User's request to conclude the contract, it will send to the User an activation link with a unique identifier to the e-mail address specified by the User on the registration form.

3.4 The Contract is deemed concluded between the Parties if the User confirms the intention of concluding the Contract on the electronic interface available through the activation link and thus establishes the Contract through Activation. This Activation qualifies as the User's legal declaration to conclude the Contract.

3.5 If the User fails to confirm the intention of concluding the Contract on the electronic interface available by Activation through the activation link, no Contract or legal relationship is established between the Parties. The Issuer is bound by its contractual offer throughout the period specified in the electronic message containing the activation link. If the period during which the Issuer is bound by the offer expires without acceptance, the Issuer will irreversibly delete the data specified by the User on the registration form.

3.6 At the same time the Contract is concluded, the Issuer will create the User's Barion account in the currency specified by the User and also the User's Barion wallet. If the User wishes to open a Barion account also in a different currency, the User may request this from the Issuer through the Barion wallet.

3.7 The Issuer will meet its obligation to provide information before the conclusion of the Contract as required by the applicable legislation either in a paper form or through a durable medium at the Issuer's discretion, and before Activation.

3.8 Unless the Parties agree otherwise, the Contract is concluded for an indefinite term.

3.9 At the time the Contract with the User is concluded, the Issuer will carry out the simplified due diligence of the User as regulated in Section 18.3 on the basis of the data specified in the registration form.

4. E-money and Barion account

4.1 General provisions

4.1.1 After the conclusion of the Contract, the Issuer issues e-money at the request of the User. The E-money issued by the Issuer is server-based E-money available over the Internet. It is not recorded on the physical device used by the User but rather on the Issuer's server, i.e. on the Barion account. The Transaction Orders are carried out on the server.

4.1.2 The Barion account is a unit of electronic records on the highly secure server of the Issuer assigned to the given User in the Barion system. Its purpose is to store and keep records of the E-money available to the User.

4.1.3 The Issuer will make available the Barion account in HUF and other currencies specified by the Issuer. The set of available currencies is specified in the List of Conditions as effective at all times. Only one active (non-terminated) Barion account may be assigned in the given currency to a User ID.

4.1.4 The User may access the Barion account through the Barion wallet. The User will be able to exercise the right of disposal over the E-money recorded on the Barion account with the User's User ID and Password. From the E-money and up to the Sufficient funds, the User may make Sending money orders and may also initiate the partial or full withdrawal of the E-money.

4.1.5 The E-money on the Barion account is created by the Issuer during Issuing, that is, when the User successfully completes the Top up of the Barion account. The Issuer will issue the E-money every time in the currency of the Top up, that is, in the currency in which the consideration for the E-money is credited to the Issuer's bank account. The Barion account may be topped up any number of times.

4.1.6 The Issuer will not pay interest on the E-money in accordance with the effective laws.

4.1.7 The guide for using the Barion system, that is, the Barion account, the Barion wallet, the Acceptor and the other Services is available for the User through the Issuer's website and also through the Barion wallet interface.

4.2 Special rules applicable to foreign currency Barion accounts

4.2.1 The Issuer will only carry out E-money transactions between Barion accounts of the same currency. The Issuer will have the right to reject E-money transactions between Barion accounts of different currencies.

4.2.2 In case the User is specified as the beneficiary in an E-money transaction of a currency different from the currency of the User's own Barion account, the User specifically agrees and requests in this Contract the Issuer to open a Barion account in the currency of the E-money transaction.

4.2.3 With reference to Sections 4.2.1 and 4.2.2, if the beneficiary of the E-money transaction is a User of the Issuer on the basis of the User ID specified in the payment order but this User has no Barion account in the currency of the E-money transaction, the Issuer will open a Barion account for

the beneficiary in the currency of the E-money transaction for the purpose of completing the E-money transaction, and the amount of the E-money transaction will be credited to this account.

4.2.4 In case the Barion wallet of the User is specified in a Top up transaction but the User does not have a Barion account in the given currency, the User specifically agrees and requests in this Contract the Issuer to open a Barion account in the currency of the E-money transaction and to issue and store the E-money on this newly opened Barion account. This Section will not apply to the Top up specified in Section 6.2.2(e); in this case, the Acceptor itself will be required to initiate the opening of a Barion account in the given currency.

4.2.5 It is possible that different sets of Services are available under Barion accounts of different currencies.

5. Barion wallet

5.1 The Barion wallet is only available if the following technical criteria are met:

- a) the availability of a personal computer, a tablet or a mobile phone (device);
- b) Internet connection,
- c) browser software suitable for viewing the website; it is recommended that the latest version of the software is used.

5.2 The User will be required to ensure at the User's cost that the technical criteria of using the Barion wallet are met and that the settings are correct, including the maintenance of the hardware, the anti-virus protection of the software on the hardware, and the back-up and security of the data stored on the User's device. All the costs of the Internet connection are to be borne by the User. The entire cost of establishing the electronic connection for using the Barion wallet will also be borne by the User.

5.3 The Issuer reserves the right to change the technical conditions if this is required according to the judgment of the Issuer due to any recent technological development or in the interest of the security of the Service. The User will be required to ensure at the User's own cost that the changed technological conditions are met. If the User fails to meet this obligation, the Issuer will not be liable for any damage caused by this failure to the User or to any third party.

5.4 The Issuer will be entitled to check before the use of the Barion wallet whether the User's browser meets the above-mentioned technical criteria. The checking of the browser applies to the device and not to the User ID.

5.5 The Issuer will not be liable for any damage caused (i) by the User's improper use of the devices necessary for using the Barion wallet, (ii) by the User accessing and using the Barion wallet and the Service not from the barion.com website or the Barion mobile application but through or with the help of another site of interface (software) except for applications approved by the Issuer and using the Barion API, or (iii) by the User's failure to exercise due diligence in selecting the appropriate and safe environment for using the Barion wallet or Service. The Issuer will not be responsible for the damage caused by a virus in the User's computer system.

5.6 The User may have access to the Barion wallet through various channels (e.g. Internet, mobile application, other electronic means or other devices). If different means of access are used, the ranges of services available through the Barion wallet may be different.

5.7 The User may access the Barion wallet and use the Services available through the Barion wallet with the simultaneous entry of the User ID and the Password.

Through the Barion mobile application, the User, following the encrypted storage of the User ID and the Password in the mobile application, may, at the User's discretion, enter the mobile application

- with a PIN code,
- through fingerprint security, or
- without specifying any other individual identifier

and use the Barion wallet. In this case, access to the Barion wallet and to the use of the Barion wallet Services is still provided with the simultaneous entry of the User ID and the Password in a way that, after they have been stored, the User need not enter them again in the mobile application.

The relevant detailed rules are specified in Section 12 of the Contract.

5.8 The Issuer may send notifications and messages to the User through the Barion wallet.

5.9 The Service available through the Barion wallet:

- a) sending and receiving of E-money,
- b) Withdrawal,
- c) Top up,
- d) Acceptor and related services,
- e) storing the bank card data required for Top up,
- f) information: query of Barion account balance, query and download of Barion account history, search for a Top up location, information about statutory limits,
- g) other services provided by the Issuer in connection with the operation of the wallet.

5.10 The Issuer reserves the right to modify the range of the Services available through the Barion wallet, offer different Transaction Orders and Services or cancel the availability of existing Transaction Orders and Services. The Issuer will be authorized in particular to change the range of Services or suspend them temporarily if it is necessary due to a related risk or change in legislation.

6. Acceptors and Acceptor services

6.1 General provisions

6.1.1 A User that already has a Barion wallet, on the basis of the User's own activity, may initiate the establishment of Acceptors for Internet-based and/or physical points of sale in the Barion wallet. Only Users with one or more Acceptors may qualify as Merchants.

6.1.2 The Issuer will make available to the Merchant the Acceptor services specified in this Section through the Acceptor. The Acceptor services are available 24 hours a day on every day of the year.

6.1.3 The Acceptor services are only available if the following technical criteria are met:

- a) the availability of a personal computer, a tablet, a mobile phone or a cash register (Device);
- b) Internet connection,
- c) the carrying out of the technical implementation necessary for communication with and connection to the Issuer's server on the basis of the Technical documentation published by the Issuer.

6.1.4 The User will be required to ensure at the User's cost that the technical criteria of using the Acceptor services are met and that the settings are correct, including the maintenance of the hardware, the anti-virus protection of the software on the hardware, and the back-up and security of the data stored on the Merchant's personal computer and the implementation specified in Section 6.1.3c). The Issuer will not be responsible for any damage arising as a result of the deficient or incorrect completion of the implementation specified in Section 6.1.3c). All the costs of the Internet

connection are to be borne by the Merchant. The entire cost of establishing the electronic connection for using the Acceptor services will also be borne by the Merchant.

6.1.5 The Issuer reserves the right to change the technical conditions if this is required according to the judgment of the Issuer due to any recent technological development or in the interest of the security of the service. The Merchant will be required to ensure at its own cost that the changed technological conditions are met. If the Merchant fails to meet this obligation, the Issuer will not be liable for any damage caused by this failure to the Merchant or to any third party.

6.1.6 The Issuer will not be liable for any damage caused by the Merchant's improper use of the devices necessary for using the Acceptor services or by the Merchant's failure to exercise due diligence in selecting the appropriate and safe environment for using the Acceptor services. The Issuer will not be responsible for the damage caused by a virus in the Merchant's computer system.

6.1.7 At the request of the User, the Issuer will make available the option of creating an Acceptor, the Acceptor services, and the related means of payment to all Users with a Barion wallet.

6.1.8 The User may request the creation of an Acceptor and the Acceptor services through the Barion wallet by completing the relevant form in the Barion wallet, by accepting the relevant terms and by sending the form to the Issuer electronically. The Issuer will examine the electronic request made by the User for creating the Acceptor and for the Acceptor services. The Issuer will make a decision on the creation of the Acceptor and the provision of the Acceptor services and on any subsequent modification requests of the User at the Issuer's own discretion, following the rating of the User and on the basis of the results of the rating and the conditions specified by the Issuer.

6.1.9 If the Issuer accepts request made by the User for creating the Acceptor and for the Acceptor services, the Issuer will confirm this to the User via e-mail and through the Barion wallet.

6.1.10 The Issuer will have the right to check the Merchant's contractual terms and require the Merchant to apply contractual terms that are necessary for the lawful use of the Acceptor services, including but not limited to requiring approval to the payment by the parties making payments and affected by the means of payment. These contractual terms may only be modified by the Merchant if the Merchant notifies the Issuer of them in advance and if the Issuer approves them. If no notification is received and no approval is granted, the Issuer may refuse to provide the Acceptor services and exercise its right specified in Section [6.1.23](#).

6.1.11 Following the provision of the Acceptor services, the Issuer will remain authorized to rate the Merchant, to check compliance with the terms specified by the Issuer and to request information from the Merchant for this. The Merchant will be required to cooperate with the Issuer in the course of this. If the Issuer finds that the Merchant's rating is not correct or the Merchant fails to fulfill the conditions specified by the Issuer, the Issuer will be authorized to exercise its right specified in Section [6.1.23](#).

6.1.12 The Issuer may make purchases for test purposes at the Merchant, to check the Merchant's activity and conduct and to examine whether the Acceptor services are used in accordance with the relevant rules and the terms of this Contract. In the case of a test purchase, if the Issuer notifies the Merchant within 15 minutes of the transaction, it will be authorized to return the relevant product or service to the Merchant, which will be required to accept it and repay the relevant amount to the Issuer.

6.1.13 The Merchant as Facilitator is required to exercise utmost care in the course of using the Acceptor services and the individual means of payment available. It will be required to report to the Issuer and approve only true and legal data concerning the payment, including but not limited to regarding the amount, the payer, the beneficiary, and the time limit of performance.

6.1.14 The testing of the implementation defined in Section 6.1.3c) will be made possible by the Issuer in accordance with the Technical documentation of the Acceptor services. The testing of the Acceptor services will be carried out by the Merchant. Any related costs will be borne by the Merchant. The Issuer will not be responsible for the damage caused by the Merchant's failure to carry out the testing or for deficient or improper testing.

6.1.15 If the Acceptor services are used, the Merchant will be required to display on the Acceptor's web-based interface the information specified by the Acceptor services Technical documentation and the Barion bulletin and other information related to the Issuer and Barion (e.g. design items and banner) for no additional compensation. Deviation from this provision is only allowed subject to a prior approval by the Issuer. The Issuer may check at any time whether the User complies with this provision.

6.1.16 The Issuer will have the right to indicate in its marketing and other materials the Merchant as a Merchant that accepts Barion E-money.

6.1.17 The Issuer may check at any time whether the data disclosed to the Issuer by the Merchant actually match the data of the Acceptor and the Merchant. The Issuer has the right to monitor the turnover the Merchant has through the Acceptor services. In the case of unauthorized E-money transactions or unauthorized Acceptor activity, the Acceptor and/or the Acceptor services must be suspended partially or entirely, or the Acceptor services (termination of an Acceptor) and/or the Contract must be terminated with immediate effect.

6.1.18 The Issuer will not be responsible for the legality of the activity carried out by the Merchant at the Acceptor or for performance under the legal relationship/agreement between the Customer, the Seller, other third parties and the Merchant. In its capacity as a Merchant and an Acceptor, the Merchant will be required to carry out legal activities that are in compliance with the effective laws and other rules and standards applicable to its activity, to obtain the necessary official permits and make the necessary notifications to the authorities.

6.1.19 The Merchant may not set a minimum amount limit for payment at the Acceptor through the Acceptor services and it will be required to accept such payment regardless of the value of the purchase. Also, it may not charge the Customer, by including them in the price of the goods or services, for any fees, commission or other costs. If the Merchant violates this provision, the Issuer will have the right to suspend the Acceptor and/or the Acceptor services or terminate the Acceptor services or the Acceptor and/or the Contract with immediate effect.

6.1.20 The Merchant may use the Acceptor services regarding one or more of its Acceptors independently from each other. This also applies to the payment of fees for the Acceptor services.

6.1.21 The Merchant will be entitled to suspend the Acceptor services for any or all of its Acceptors through the Barion wallet temporarily. It may also cancel the suspension at any time.

6.1.22 The Merchant will be entitled to terminate the Acceptor services for any or all of its Acceptors through the Barion wallet with immediate effect without having to specify the reason of the termination (the termination of an Acceptor).

6.1.23 The Issuer will have the right to terminate with immediate effect the Acceptor services (termination of an Acceptor) and/or the Contract with immediate effect if

- a) the Merchant carries out at the Acceptor or as a merchant illegal activities or activities that violate this Contract, including but not limited to the trade of prohibited materials, goods or services or materials, goods or services that require a license, weapons, illegal gambling and illegal trade,
- b) the Merchant's conduct, omission, or its activities at the Acceptor threaten the good business reputation of the Issuer or if the Issuer believes that such conduct, in any form and

to any extent, may result in damage to the good business reputation or may cause negative reputation (including but not limited to User complaints regarding the products or the services, misleading information or business model, adult and/or immoral content), or if the Merchant's activities are not compatible with the Issuer's business objectives or may constitute a risk to such objectives;

- c) if a reasonable suspicion arises in connection with the Merchant's activities according to which any Barion account, Barion wallet, Acceptor service or Acceptor may be misused;
- d) if the Merchant's rating is too low according to the Issuer or if it otherwise does not meet the requirements set by the Issuer;
- e) the Merchant's contractual terms are not compatible with the contractual terms defined by the Issuer and necessary for using the Acceptor services legally;
- f) the number of payments suspected of abuse, the number of otherwise suspicious payments and the number of payments through Acceptor services affected by User complaints in connection with the Merchant exceed 5%,
- g) the Merchant breaches this Contract in any other way.

6.1.24 The termination of the Acceptor and the Acceptor services does not affect any other E-money services existing between the Merchant and the Issuer.

6.1.25 The Acceptor and the Acceptor services will automatically terminate if the Contract terminates.

6.2 Barion Smart Gateway

6.2.1 Barion Smart Gateway is an electronic service of the Issuer, which is one of the Acceptor services and is provided to Merchants that already have an Acceptor. This service allows the payment of goods or services and the related fees, through the Internet, via a top up, bank card or E-money from an existing Barion balance, by the Customer or other parties affected by fee payment.

6.2.2 Payment methods through the Barion Smart Gateway:

- a) *Purchase*: the Customer carries out a Sending money transaction through the Barion Smart Gateway to the Merchant in accordance with a Purchase transaction under Section 10.6. The Issuer will settle the amount of E-money paid by the Customer through the Purchase to the Merchant on the Barion account of the Merchant, and it will send an electronic confirmation on the settlement immediately to both parties.
- b) *Reservation*: through the Barion Smart Gateway, the Customer carries out a Sending money transaction to the Merchant or the Seller in a way that the amount of the Sending money transaction is Reserved under Section 10.7 and the Sending money transaction is only carried out under Section 10.7 at a later date on the basis of a separate instruction made by the Facilitator or the Merchant to the Issuer.
- c) *Recurring payment*: through the Barion Smart Gateway, the Customer carries out a Sending money transaction to the Merchant or the Seller in a way that following the first Sending money transaction marked as a recurring payment the Issuer has the right to debit the Customer's Barion account on the basis of the Merchant's instruction.
- d) *Sharing Economy extras*: Barion carries out a Sending money transaction from the Customer to the benefit of the Seller(s), through the Smart Gateway, in accordance with the instructions made to the Issuer by the Facilitator. Immediately following the settlement and crediting the amount of the Sending money transaction to the Barion account of the Seller(s), the Issuer will withdraw from the Seller's Barion account the fees payable by the Seller to the Facilitator or the Contributor(s) as instructed by the Facilitator and it will credit these amounts to the beneficiary's or the beneficiaries' Barion account(s). If payment is made to

more than one Sellers and/or Contributors, the distribution of the Sending money transaction amounts between the Sellers and/or the Contributors and the proportion of money credited to their Barion account will be determined by the Facilitator. Reservation and Recurring payment as defined in Section 6.2b)–c) may be applied together with this means of payment.

- e) *Bank card acceptance*: the carrying out of any of the means of payment specified in Section 6.2.2 a)–d) by the Issuer in a way that the Customer, instead of sending money, pays the price of the goods or the services to the Merchant or the Seller through a bank card Top up under Section 8.6. In this case, the E-money payments Issued under the Top up will be implemented in accordance with the E-money transactions specified in Section 10.
- f) *Refund*: The Refund is made at the Merchant's or the Seller's request. It always relates to a payment made earlier via the Barion Smart Gateway. There are two possible ways of Refund:
 - 1) in the case of an E-money transaction made through the Barion Smart Gateway by the Customer at the request of the Merchant or the Seller, in which the Merchant or the Seller was a beneficiary; the amount of such E-money transaction is entirely or partly returned to the Customer's Barion account. In this case, the Sending money transaction will be implemented under Section 10.5 on the Merchant's or the Seller's Barion account. The Merchant or the Seller may only initiate the Refund up to the amount of the E-money transaction to be refunded and by specifying the E-money transaction to be refunded.
 - 2) in the case of a bank card Top up transaction made under Section 8.6 by the Customer at the request and to the benefit of the Merchant or the Seller; the returning of such amount in whole or in part to the bank card used in the course of the Top up transaction. In this case, the Withdrawal transaction will be implemented under Section 9.7 on the Merchant's or the Seller's Barion account. The Merchant or the Seller may only initiate the Refund up to the amount of the bank card Top up transaction to be refunded and by specifying the bank card Top up transaction to be refunded. The refunded amount is credited to the bank card by the card company of the bank card and/or the issuer of the bank card in accordance with their own rules and within the crediting period they have specified.

6.2.3 If the Merchant wishes to use the Acceptor services available through the Barion Smart Gateway via a physical point of sale and not a web based one, it will be required to technically implement the Barion Smart Gateway into the Merchant's cash register in accordance with Section 6.1.3 c). In this case, out of the means of payment listed in Section 6.2.2, only the means of payment specified in 6.2.2 a), e) and f) may be used.

7. General rules of Transaction Orders

7.1 Transaction Orders allowed by the Issuer to be made by the User regarding E-money, including but not limited to

- a) E-money Top up and Issuing, which do not qualify as payment orders,
- b) E-money Withdrawals, which do not qualify as payment orders,
- c) E-money transactions, which qualify as payment orders,
- d) orders or requests for other services.

7.2 The User may give Transaction Orders to the Issuer electronically, on a form or in other ways as follows:

- a) through the Barion wallet,

- b) through the Acceptor services;
- c) in the case of an order or request for the use of a service specified in 7.1d), in person.

7.3 The Transaction Orders must be given to the Issuer in the way, with the content and in the form specified in the Contract. The Issuer will only accept those Transaction Orders that meet the requirements specified by the Issuer or the standard electronic form used by the Issuer for this purpose. The Issuer will have the right to reject without performance those Transaction Orders that do not meet these criteria.

7.4 The User will specify the data necessary for carrying out the Transaction Order accurately and unambiguously. Without this, the Issuer will have the right to refuse to carry out the Transaction Order. The Issuer will not be required to check the accuracy, correctness, possible superfluous availability, misleading or otherwise deficient character of the data specified by the User. The Issuer will not be liable for any damage caused by the performance or non-performance of Transaction Orders containing incorrect data.

7.5 The Issuer will only perform the Transaction Orders given by the User if, at the time of accepting the Transaction Order, there are Sufficient funds available on the User's Barion account for carrying out the Transaction Order and for covering the Fees payable to the Issuer and specified in the List of Conditions. If the User does not have Sufficient funds available on the Barion account to carry out the Transaction Orders, the Transaction Order without Sufficient funds will not be recorded by the Issuer. Instead, the Issuer will consider the Transaction Order as not accepted for performance and, unless otherwise provided by law, it will notify the User of the fact of the rejection and, unless it is prohibited by law and if possible, it will also notify the User of the reason of the rejection and of the procedure to correct the clear errors that have led to the rejection. The Issuer will not be liable for any damage resulting from the non-performance of the rejected Transaction Order. In the case of only partially available Sufficient funds, no partial performance will be carried out by the Issuer.

7.6 The Issuer will always examine whether the User is authorized to give the Transaction Order. The Issuer will not be responsible for any legal consequences of performing the false or forged Transaction Orders if the false or forged character of the orders could not be recognized despite the fact that the Issuer showed the due care expected from it. The related costs and losses will be borne exclusively by the User.

7.7 Unless otherwise provided by law, the Transaction Order may only be performed if it is authorized by the User in advance. The following will qualify as authorization:

- a) Top up in the case of Issuing,
- b) entering the User ID and the Password through the Barion wallet,
- c) entering the User ID and the Password through the Acceptor services or an instruction by the Merchant to the Issuer,
- d) acting in person at the registered address of the Issuer to specify the User ID, the Password or other data for identification purposes.

7.8 The Issuer will only accept Transaction Orders for the relevant day and will not accept Transaction Order for value dates.

7.9 By initiating the Transaction Order, the User specifically agrees that the Issuer may release the data related to the Transaction Order and necessary for carrying out the Transaction Order to the persons involved in the implementation of the Transaction Order, including in particular to the credit institution managing the Issuer's escrow account.

7.10 The User acknowledges that the Issuer's computer system will record the Transaction Orders and their performance. The Issuer's records will determine the order of the Transaction Orders

received by the Issuer. The User recognizes the correctness of the data recorded by the Issuer and also that these data may be used as evidence in the case of a dispute or when evidence is required.

7.11 The Issuer will notify the User of the acceptance of the Transaction Order and of its performance or rejection through a confirmation sent via the Barion wallet. If there is no confirmation, it may indicate that the Transaction Order is either accepted, performed or rejected, therefore the Issuer may consider that such a Transaction Order has not been issued. For this reason, in this case, as part of its obligation to mitigate losses, the User is required to indicate to the Issuer the failure of sending confirmation or to check the confirmation in the Barion wallet.

7.12 The Issuer will have the right to ask questions from the User before the performance of the Transaction Orders regarding the nature/background of the Transaction Order. It will also have the right to carry out the due diligence of the User under Section 18.4. If the User's reply is incomplete, the User fails to give a reply, the User refuses to participate in the due diligence, or the Transaction Order may not be completed by the Issuer on the basis of the answers, the Issuer may refuse to implement the Transaction Order.

7.13 The Issuer may determine Transaction Order limits in the List of Conditions for individual Transaction Orders. Beyond the Transaction Order thresholds specified in the List of Conditions, the Issuer will also be entitled to monitor transactions on the basis of internal thresholds in order to prevent or stop misuses of E-money or money laundering or terrorism financing. However, the Issuer will not publicly release these internal thresholds for security reasons.

7.14 Transaction Orders cannot be canceled or modified.

7.15 Before the performance of any other Transaction Orders, the Issuer has the right to correct incorrect debit and credit transactions carried out by the Issuer on the Barion account without notifying the User in advance. The Issuer will notify the User of the correction through the Barion wallet and in the next Account Statement.

8. E-money issuing and top-up

8.1 The Issuer will issue E-money at the request of the User and after the User makes available the consideration for the E-money. E-money issuing is always carried out at nominal value and in the currency of the Top up.

8.2 The User will request the E-money issuing through making the consideration for the E-money available to the Issuer, i.e. through Top up. The Top up may be carried out by bank transfer, bank card payment or cash at a place of payment specified by the Issuer. The currency of the Issuing order may only be the currency of the Top up, i.e. the currency in which the consideration for the E-money is made available to the Issuer (i.e. in which it is credited to the Issuer's account). A Top up transaction by the User will qualify as an Issuing order made to the Issuer. In the course of the Top up, the User will be required to specify the data defined by the Issuer in advance in order to clearly identify the Barion account to be topped up and to allow the Issuing to be completed on the basis of the Top up.

8.3 The current list of locations where cash deposit is possible is available on the Issuer's website.

8.4 Following the Top up, the Issuing order given with the Top up will be accepted and processed by the Issuer every day between 00:00 and 24:00 by making the consideration for the E-money available to the Issuer. The Issuer will carry out its tasks under the accepted Issuing order on the relevant day.

8.5 In the course of Top up, the Issuer will not examine whether or not the person paying the consideration for the E-money during the Top up is the same as the User. By concluding the Contract, the User specifically and irrevocably requests the Issuer to issue E-money to the User in the case of a Top up that clearly indicates the User's Barion wallet or account.

8.6 In the case of bank card acceptance through the Barion Smart Gateway service, the Top up is carried out by a third party other than the User, which means that in this case the User and the person carrying out the Top up (i.e. the person paying the consideration for the E-money) are always different persons. By using the Barion Smart Gateway service and the related service, the User specifically and irrevocably requests the Issuer to issue E-money to the User in the case of a Top up that clearly indicates the User's Barion account.

8.7 If the consideration for the E-money is made available to the Issuer through a Top up in a way that the User's Barion wallet or account can be clearly identified, the Issuer will issue E-money for the User and it will create and keep it on the User's Barion account. In this case, the Top up is successful.

8.8 E-money issuing will only be carried out in the case of a successful Top up. The Issuer may and will be required to issue E-money only after the consideration for the E-money is received by the Issuer.

8.9 If the consideration for the E-money is made available to the Issuer through a Top up in a way that the User's Barion wallet or account is nonexistent or cannot be clearly identified, the Issuer will not issue E-money for the User. In this case, the Top up is unsuccessful and no E-money issuing is carried out.

8.10 The Issuer will be entitled to charge a fee as defined in the List of Conditions for a Top up and for a bank card acceptance through the Barion Smart Gateway, regardless whether or not it is successful.

8.11 In the course of an unsuccessful Top up, after deducting its fees payable in the case of a Top up, the Issuer will handle the received consideration for the E-money as follows:

- a) If the necessary data required for repayment to the person paying the consideration for the E-money can be established, the amount will be repaid to the person making the payment. In this case, the Issuer will be entitled to charge the relevant fee specified in the List of Conditions.
- b) If the necessary data required for repayment to the person paying the consideration for the E-money are not available, the amount will be taken into responsible safekeeping until clear identification is possible. The responsible safekeeping is established without the obligation to pay interest. The Issuer will be entitled to charge a fee as specified in the List of Conditions for the safekeeping.

8.12 The Issuer is entitled to deduct its costs from the E-money issued on the Barion account of the User in the case of a successful Top up and/or require the User to pay the corresponding amount if the payment service provider from which the Top up is received by the User charges (back) a certain amount to the Issuer's account.

8.13 If the Issuing is a result of a bank card Top up and if, regarding the consideration for the E-money paid to the Issuer by bank card, the card company or issuer of the bank card or any other person uses a charge-back against the Issuer, i.e. it refuses to pay this consideration for the E-money to the Issuer, withdraws the amount from the Issuer or otherwise requires the Issuer to pay it back, the Issuer will have the right to remove from circulation the E-money based on this Top up as E-money issued without consideration. The User, and especially the affected Merchant, will be required to make available to the Issuer any document or information requested from the Issuer by

the card company or the issuer of the bank card or any entity with charge-back rights in order to allow the Issuer to comply with the request. The charge-back will be regulated by the policies of the card company or issuer of the bank card or other person with charge-back rights. The Issuer will follow these policies in the course of the charge-back; the Issuer will be authorized to remove E-money from circulation for the period and with the conditions applicable to such charge-backs. The costs related to removing E-money from circulation will be borne by the User holding such E-money and/or the User affected by the bank card Top up. Also, the Issuer hereby excludes liability for any damage caused by the removal of the E-money from circulation. If E-money is removed from circulation, the rules of Section 13 will be applicable.

9. Withdrawal

9.1 At the request of the E-money owner User, the Issuer may withdraw the E-money recorded and stored on the Barion account entirely or partially at any time, at nominal value and in the currency of the E-money.

9.2 In the Withdrawal order, the User will be required to specify the data defined by the Issuer in advance in order to clearly identify the Barion account affected by the Withdrawal and to allow the consideration for the withdrawn E-money to be made available to the User. Without these data, the Issuer will have the right to refuse to accept the Withdrawal order. The currency of the withdrawal may only be the currency of the affected Barion account.

9.3 The Issuer will only perform the Withdrawal orders given by the User if, at the time of accepting the order, there are Sufficient funds available on the User's Barion account for carrying out the order and for covering the fees payable to the Issuer and specified in the List of Conditions.

9.4 On the basis of a Withdrawal order, the Issuer will withdraw the E-money specified in the Transaction Order from the User's Barion account. The consideration for such withdrawn or converted E-money will be paid by the Issuer to the User by transfer to the payment account specified by the User in the Withdrawal order. In the course of a Withdrawal, the Issuer will not examine whether or not the holder of the payment account for the repayment of the consideration for the E-money is the same person as the User.

9.5 If the consideration for the E-money can be paid to the User by bank transfer to the payment account specified in the Withdrawal order, the Withdrawal will be considered successful.

9.6 If the User does not specify a payment account in the Withdrawal order or the payment account and its data cannot be clearly identified, they are deficient or on the basis of the disclosed data the transfer cannot be carried out for any other reason or the transferred amount is returned by any payment service provider involved in the transaction to the Issuer, the Issuer will credit the remaining E-money amount of the withdrawn consideration for the E-money to the User's Barion account. In this case, the Withdrawal is unsuccessful. If the User's Contract terminates in the meantime, the existing amount will be in the responsible safekeeping of the Issuer and the Issuer will notify the User of this. The responsible safekeeping is established without the obligation to pay interest. The Issuer will be entitled to charge a fee as specified in the List of Conditions for the safekeeping.

9.7 In the case of a bank card Top up through the Barion Smart Gateway service, both the User as a Merchant or a Seller may initiate a Refund regarding a given Top up by specifying the exact transaction and up to the amount of the Top up. In this case, the Issuer will withdraw the E-money specified in the Transaction Order from the Merchant's or the Seller's Barion account. The consideration for the E-money withdrawn in this way will be paid by the Issuer to the bank card

holder carrying out the Top up and to the particular bank card. In this case, the User and the person holding the bank card for which the consideration for the E-money is to be paid are different.

9.8 The Issuer will be entitled to charge a fee as defined in the List of Conditions for the Withdrawal, regardless whether or not it is successful.

9.9 Withdrawal orders will only be accepted by the Issuer if they are made electronically, through the Barion wallet. The Issuer will accept and process Withdrawal orders every day from 00:00 to 24:00.

10. E-money transaction

10.1 The User may give orders to the Issuer for E-money transactions as payment transactions to the debit of the E-money recorded on the Barion account. Orders for E-money transactions may only be made in the currency of the Barion account to be debited. The Issuer may reject orders given in other currencies. E-money transactions and E-money transaction orders are as follows:

- a) sending money accounted for to the debit of the E-money available to the User,
- b) any other payment order made with E-money, including the fees, costs and taxes of such transactions.

10.2 The Barion account does not qualify as a payment account. Consequently, E-money transactions are payment orders carried out without a payment account.

10.3 E-money transaction orders will only be accepted by the Issuer if they are made electronically, as regulated concerning E-money transactions. The Issuer will accept, process and carry out E-money transaction orders every day from 00:00 to 24:00. The Issuer will immediately (i.e. on the relevant day) implement the E-money transaction orders it receives on the relevant day and the related tasks.

10.4 The User as the paying party specifically agrees to disclose to the beneficiary the data required by the effective regulations (but at least the User ID and all other data allowed by the User) to allow the paying party and the payment transaction to be identified by the beneficiary.

10.5 Sending money

10.5.1 With the E-money payment order for Sending money, the User as the E-money owner paying party instructs the Issuer to transfer an E-money amount specified by the User to the beneficiary and settle the transaction from the E-money amount owned by the User.

10.5.2 An order for Sending money will be submitted to the Issuer electronically through the Barion wallet by the User as the Party making the payment.

10.5.3 By completing the Sending money order, the Issuer will credit and account for the amount of E-money specified by the User to the beneficiary's Barion account.

10.5.4 In the course of the Sending money transaction, the beneficiary's User ID or other electronic contact information supported by Barion must be specified.

10.5.5 If the beneficiary specified by the User does not have Barion account with the Issuer according to the User ID specified in the payment order, and the User has disclosed the electronic contact information of the beneficiary for identification purposes, the Issuer will notify the beneficiary through such contact information that the beneficiary has received E-money from the User. The beneficiary, by clicking on the link for money receiving in the notification, may request the payment of the E-money sent to the beneficiary to the Barion account specified by the beneficiary. If the beneficiary does not order the payment of the E-money amount to the User in accordance with the above within one week from the receipt of the Sending money order by the Issuer, the Issuer will

return to the User the E-money amount not taken over by the beneficiary and specified in the Sending money order with the comment “unsuccessful sending money transaction” and it will credit the amount to the User’s Barion account.

10.6 Purchase

10.6.1 Purchases are a special form of Sending money. With the E-money payment order for a purchase transaction, the Customer as the E-money owner paying party instructs the Issuer to transfer to the Merchant as a beneficiary the consideration of the goods and services sold by the Merchant and settle the transaction from the E-money amount owned by the User.

10.6.2 In the course of the Purchase transaction, the Customer will initiate the payment order through the Acceptor services or the Barion Smart Gateway available through the Acceptor services’ or the Merchant’s Internet site, a mobile application or, in the case specified in Section 6.2.3, a mobile proximity device. The Customer will be identified through the User ID and the Password and the Customer will also authorize the Purchase order in this way.

10.6.3 The Issuer will not be liable for any claims and obligations between the Customer and the Merchant that arise on the basis of the legal transaction of the Purchase.

10.7 Reservation

10.7.1 The Customer as the E-money owner paying party hereby authorizes and engages the Issuer to carry out the Sending money transaction initiated on the Merchant’s website from the E-money the User owns to the Merchant or the Seller as a beneficiary by reserving the amount of E-money held in possession on the User’s Barion account for the period specified by the Merchant and to only release the E-money from reservation if the Merchant later gives an order to the Issuer. The E-money will be released in accordance with the order. Reservation is also possible in the course of an E-money transaction under Section 10.9.

10.7.2 During the Reservation, the amount of the Sending money transaction on the Customer’s Barion account will be locked and the Customer will not be allowed to dispose over it until the Merchant authorizes the Sending money transaction or the deadline specified by the Merchant expires without authorization.

10.7.3 If the Merchant does not authorize the Sending money transaction or the deadline specified by the Merchant expires without authorization, the Reserved amount on the Customer’s Barion account is released.

10.7.4 If the Merchant approves the Sending money transaction, the Issuer will implement it. Regarding the Reserved amount, the Merchant will be entitled to only partially approve a Sending money transaction. In this case, the Sending money transaction will be carried out by the Issuer regarding the approved portion of the Sending money transaction while regarding the unapproved part the Reservation will be released.

10.7.5 If the Reservation is a result of a payment under a bank card Top up carried out in accordance with Section 6.2.2e) and Section 8.6, in the course of the Reservation, the rules of Section 10.7 will apply with the following deviation:

The Merchant or the Seller as the owners of the E-money issued on the basis of a bank card Top up hereby authorize and engage the Issuer to reserve the amount of E-money issued through the Top up and held in possession on the Merchant’s or the Seller’s Barion account for the period specified by the Merchant and to only release the E-money from reservation if the Merchant later gives an order to the Issuer. The E-money will be released in accordance with the order.

During the Reservation, the amount of the E-money issued on the basis of the Top up on the Merchant’s or the Seller’s Barion account will be locked and the Merchant or the Seller will not be

allowed to dispose over it until the Merchant authorizes the Top up and Issuing transaction or the deadline specified by the Merchant expires without authorization.

If the Merchant does not authorize the Top up and Issuing or the deadline specified by the Merchant expires without authorization, the Reserved E-money amount will be withdrawn from the Seller's Barion account and converted by the Issuer. The consideration for the E-money withdrawn in this way will be paid by the Issuer to the bank card holder carrying out the Top up and to the particular bank card.

If the Merchant approves the Top up and the Issuing transaction, the Issuer will cancel the Reservation. Regarding the Reserved amount, the Merchant will be entitled to only partially approve a Top up and Issue transaction. In this case, the Reservation will be released by the Issuer regarding the approved portion of the Top up and Issuing transaction while regarding the unapproved part the Top up and Issuing transaction, the Issuer will withdraw and convert the Reserved E-money amount from the Merchant's or the Seller's Barion account. The consideration for the E-money withdrawn in this way will be paid by the Issuer to the bank card holder carrying out the Top up and to the particular bank card.

10.7.6 The Issuer will not be required or authorized to check the legality or the content of the authorization given by the Merchant or the legal transaction between the Merchant and the User and/or a third party secured by the Reservation. The Issuer hereby excludes its liability for any damage related to the implementation of the authorization given by the Merchant.

10.8 Recurring payment

10.8.1 The Customer as the E-money owner paying party hereby authorizes and engages the Issuer to carry out the Sending money transaction initiated on the Merchant's website from the E-money the User owns to the Merchant or the Seller as a beneficiary in a way that, after the Sending money transaction specified by the Merchant as a recurring payment on the first occasion, the Issuer will be required to debit the Customer's Barion account on the basis of the Merchant's owner and implement the Sending money transaction to the debit of the User's Barion account accordingly. Recurring payment is also possible in the course of an E-money transaction under Section 10.9.

10.8.2 If the Recurring payment is a result of a payment under a bank card Top up carried out in accordance with Section 6.2.2e) and Section 8.6, in the course of the Recurring payment, the rules of Section 10.8 will apply with the following deviation:

The User as the Customer carrying out the bank card Top up hereby authorizes and engages the Issuer to carry out the bank card Top up transaction initiated on the Merchant's website to the Merchant or the Seller as the beneficiary of the Top up and the owner of the E-money to be issued on the basis of the Top up in a way that, after the bank card Top up transaction specified by the Merchant as a recurring payment on the first occasion, the Issuer will be required to debit the Customer's bank card affected by the Top up on the basis of the Merchant's owner and implement the Top up transaction to the debit of the Customer's bank card affected by the Top up accordingly.

The Customer hereby authorizes the Issuer to store the Customer's bank card data for the purpose of and to the extent necessary for performing this Transaction Order.

10.8.3 The Issuer will not be required or authorized to check the legality or the content of the act of disposal of the Merchant or the legal transaction between the Merchant and the Customer and/or a third party that is the basis of the Recurring payment. The Issuer hereby excludes its liability for any damage related to the implementation of the instruction given by the Merchant.

10.9 Sharing economy extras

10.9.1 The Customer as the party making the payment and as the E-money owner will authorize the Issuer to implement the Sending money transaction initiated by the Customer on the Facilitator's website to the benefit of the Seller(s) as the beneficiary/beneficiaries on the basis of the instruction given by the Facilitator to the Issuer. If payment is made to more than one Sellers, the distribution of the Sending money transaction amounts between the Sellers and the proportion of money credited to their Barion account will be determined by the Facilitator. The Issuer will credit these amounts to the Barion accounts of the Sellers as beneficiaries in accordance with the Facilitator's instructions.

If the payment under this Section is a result of a payment under a bank card Top up carried out in accordance with Section 6.2.2e) and Section 8.6, the Sending money transaction and its amount will be understood as a bank card based Top up and Issuing and the relevant amount.

10.9.2 The Seller as the owner of the E-money and the beneficiary hereby authorizes and engages the Issuer to allow the Facilitator to initiate a Sending money transaction on the Seller's Barion account to the benefit of the Contributor(s) specified by the Facilitator in the amount specified by the Facilitator and to credit to and settle these amounts on the Contributor(s)' Barion account from the credited Sending money amount, in accordance with the Facilitator's instructions and immediately after the amount of the Sending money transaction initiated to the benefit of the Facilitator on the Facilitator's website has been credited to the Facilitator's Barion account. If the payment is made to multiple Contributors, the distribution of the Sending money transaction's amount and the distribution of their crediting to their Barion accounts may be set by the Facilitator, and the Issuer will be required to credit the amount to the Contributors' Barion accounts as instructed by the Facilitator. The amount of the Sending money transaction initiated by the Facilitator to the benefit of the Contributors may never be higher than the amount the Seller receives from the Customer through the Facilitator's service.

The Issuer will carry out the Facilitator's Sending money transactions under this Section to the Contributors on the basis of the Seller's authorization under this Section and according to the Facilitator's instructions. The legal ground and legality of the amounts specified by the Facilitator will not be examined. These amounts will be set by the Facilitator; the Issuer will not be responsible for the amounts or their legality. The Issuer will not be a party to the legal relationship between the Seller, the Facilitator and the Contributor. The Issuer will not be liable for any claims and obligations between the Seller, the Facilitator and the Contributor that arise on the basis of the legal transaction giving rise to the Sending money transaction under this Section. Any related complaint, objection or claim must be enforced by the Seller directly against the Facilitator.

10.9.3 The Issuer will not be required or authorized to check the legality or the content of the act of disposal of the Merchant or the legal transaction between the Merchant and the Seller and/or a third party that is the basis of the Recurring payment. The Issuer hereby excludes its liability for any damage related to the implementation of the instruction given by the Merchant.

11. Consideration

11.1 All fees and other costs borne by the User concerning the E-money service will be announced in the List of Conditions. No other costs will apply.

11.2 The Issuer will be entitled to charge the fees, commissions and other costs as defined in the List of Conditions as effective at all times for the E-money services. These fees, commissions and other costs will become due immediately unless a different due date is specified in the List of Conditions. The Issuer will charge the User with the fee, commission and other costs at the same

time the given Transaction Order or Service is performed. The fee, commission and other costs will be debited to the E-money on the Barion account or, if it follows from the type of Service (e.g. responsible safekeeping), it will be debited to the money handled by the Issuer to the benefit of the User.

11.3 The fee of the responsible safekeeping will fall due monthly in arrears; it will be charged by the Issuer on the day each month that corresponds to the start date of the safekeeping.

11.4 If in the case of an E-money transaction the fee specified in the List of Conditions is borne by the beneficiary, the Issuer will have the right to charge the beneficiary for this fee and deduct this from the credited amount after the amount has been made available to the beneficiary.

11.5 The Issuer has the right to offset any of its claims against the User under this Contract. The Issuer may exercise its offset right in a way that it may deduct the claim against the User from the amount of E-money available on the User's Barion account.

11.6 If the User does not perform the User's obligations to the Issuer when due, the Issuer will have the right to involve and use third parties in the course of making and enforcing the claim against the User. All the costs of using the assistance of a third party are to be borne by the User.

12. User ID and Password, PIN code, fingerprint security, blocking by the User

12.1 The User ID and the Password will be specified by the User when the Contract is concluded.

12.2 The User ID is a personal identifier whose purpose, along with the Password, is to identify the User clearly and individually. The Issuer will only accept a User ID that meets the criteria set by the Issuer. The Issuer may request multiple User IDs from the User depending on their uses, and the Issuer may limit the purposes of their use. Subsequently, the User may not modify the User ID or may only modify it in limited cases as specified by the Issuer.

12.3 The Password is a personal and secret identifier which may not be disclosed to a different person and which, along with the User ID, is necessary to identify the User clearly and individually. The User may modify the Password in the Barion wallet at any time. If the User changes the Password, following the modification, the User is identified through the new Password.

12.4 The User will be required to specify a Password that is at least 8 characters long and includes at least one number. The User is required to choose a secure password. The Password will not qualify as secure if it is the User's own birth date, address, license plate number of the User's motor vehicle or a similar password that may be easily deduced about the User's person. The User will be liable for any damage arising out of a non-secure password choice.

12.5 The User is required to handle the Password confidentially and securely and the User may not disclose it to third parties. The User will take all the necessary measures in order to prevent the disclosure of the Password to third parties. The User will be responsible for the secure retention of the Password and for its proper and legal use, and the User will be required to show the conduct generally expected in the given situation in the interest of keeping the Password secure. The User may not record or store the Password at the same place as the User ID. The Password will have to be kept and handled at a distance and separated from the personal computer operating the Barion system at the given point in time. The User will also be required to ensure that no unauthorized person may have access to the Password during the use of the Service. If an unauthorized person uses the E-money service with the User's Password, until proven to the contrary, the Parties will be

consider that the unauthorized person's access to the Password has been exclusively the result of the User's willful or grossly negligent breach of Contract, and the damage will be borne by the User.

12.6 In the case of the Barion mobile application, the User ID and the Password are encrypted and stored in the mobile application. Through the Barion mobile application, the User, following the encrypted storage of the User ID and the Password in the Barion wallet through the mobile application, may, at the User's discretion, enter the mobile application

- with a PIN code,
- through fingerprint security, or
- without specifying any other individual identifier

The PIN code is a personal and secret identifier which may not be disclosed to a different person and which, along with the User ID, is necessary to identify the User, on the basis of the User's instructions, clearly and individually in the course of logging in the Barion mobile application. The rules concerning the Password will apply to the handling of the PIN code and to keeping it secure.

Fingerprint security is required for the unambiguous identification of the User in the course of logging in the Barion mobile application.

In the Barion mobile application, the User may use the option that no other unique identifier (Password, PIN code, fingerprint security) will be required for logging in the mobile application. The Issuer specifically warns the User that such form of use qualifies as low-security use. Liability for any damage resulting from this will be borne by the User except for the cases specified in Sections 14.3 and 14.5.

12.7 Regardless whether the User uses one of the unique identifiers specified in Section 12.6 to log in to the Barion mobile application, or whether the User does not specify any unique identifier in the base of any use under Section 12.6, access to the Barion wallet, the use of the Barion wallet Services and the giving of Transaction Orders are still provided with the simultaneous entry of the User ID and the Password in a way that, after they have been stored, the User need not enter them again in the mobile application.

12.8 The Issuer will carry out the transactions and Services used with the simultaneous entering of the User ID and the Password as instructions given by the User. The User will be responsible for all Transaction Orders and for the use of all the Services that are initiated through the joint use of the User's User ID and Password. Any act of disposal or use of Service initiated with the User's User ID and Password will be regarded by the Issuer in all circumstances as an act of disposal or Service use originating from the User. The joint use of the User ID and the Password will qualify as an authorization by the User. In this case, the Issuer will not examine the circumstances of use of the Service or the instruction and whether the Password and the User ID have been used legitimately. Liability for any damage resulting from unauthorized use will be borne by the User except for the cases specified in Sections 14.3 and 14.5.

12.9 If the User forgets the Password, the Issuer may request a new Password through the Issuer's website following the identification of the User as required by the Issuer.

12.10 In the User's own interest, the User will be required to regularly monitor the Transaction Orders and acts of disposal carried out in the Barion wallet and check the statement and if the User sees any irregularity or unauthorized access, the User will be required to notify the Issuer and initiate the blocking of the access.

12.11 The User is required to notify the Issuer without delay if the User loses possession of the User's Password, PIN code or, in the case of the Barion mobile application, mobile phone or if they are disclosed to unauthorized third parties or if a non-authorized Transaction Order has been initiated with the Password or if the User learns of any other circumstance on the basis of which it can be

presumed that the Password and the PIN code are no longer confidential. In such cases, the User is required to initiate the blocking of the Password with the Issuer in accordance with Section 12.12.

12.12 The Issuer will ensure that the Password, and in this way all Services, can be blocked at any time. The User will be required to submit blocking notifications in the Barion wallet or on the Issuer's hotline. The notification may be made on any day of the year and 24 hours a day. Following blocking, the Issuer will no longer carry out E-money transactions on the basis of Transaction Orders made with the Password.

12.13 The time of notification of the blocking request will be the time when the request is registered by the Issuer.

12.14 The Issuer will not be liable for any damage the User suffers as a result of the blocking.

12.15 The Issuer will have the right to reject the notification if the identity of the person making the notification is not clear and there is doubt that it has been made by an authorized User (e.g. the User discloses identification data incorrectly). The Issuer will examine, with due care that can be expected in the given circumstances, the identity of the person making the notification and whether this person has the right to make this notification. If it is proven that the notification was made by a person not authorized for the notification, the Issuer will not be liable for any damage caused by the suspension of the Service or the blocking of the Password if it was not possible to detect the misleading nature of the notification despite exercising due care as normal in the given circumstances.

12.16 The Issuer will be entitled to charge a fee as specified in the List of Conditions for the blocking.

12.17 The User may request the Issuer to issue a free-of-charge certificate on one occasion regarding the time and content of each notification related to Blocking. The Issuer is required to charge a fee for other certificates.

13. Suspension of the User's right of disposal, blocking by the Issuer, removing the E-money from circulation,

13.1 The Issuer may block the User's Password, suspend the User's right of disposal concerning any and all of the Services or the performance of any and all Transaction Orders given by the User, or reject the performance of the Transaction Order if

- a) if the User does not respond to a query sent by the Issuer in accordance with this Contract within the deadline and in the form specified by the Issuer or fails to comply with the related instructions of the Issuer provided that the query qualifies as being of utmost importance on the basis of a mandatory rule of law or official requirement concerning the Service or according to the reasonable assessment of the Issuer;
- b) the User fails to fulfill a statutory obligation, an authority's requirement or a reporting obligation specified by the Issuer in the Contract regarding changes in the User's data,
- c) the Issuer is unable to contact the User on the basis of the data specified by the User despite taking all the necessary measures that may be expected from the Issuer;
- d) if the User fails to fulfill any obligation under the Contract,
- e) the Issuer detects a form of use or an error that threatens the secure operation of the Barion system,
- f) in the case of a notification made under Section 12.12,

- g) the suspicion of money laundering, terrorism financing, fraud or other misuse arises in connection with the User's conduct, the Barion account, the Barion wallet, the Acceptor services or other Services,
- h) fraud or some other form of misuse is suspected in connection with the Issuing, the Withdrawal, other E-money service or an already issued E-money amount,
- i) the suspicion of the infringement of any right under copyright or other intellectual property right in any jurisdiction or the suspicion of violation of any property right or legislation arises in connection with the User's conduct, the Barion account, the Barion wallet, the Acceptor services or other Services,
- j) the Issuer considers it necessary for other security reasons.

13.2 The User acknowledges that if either the User or a third party gives a Transaction Order that is suspected to be fraud, or a suspicion of unauthorized or fraudulent use of the Password, the Barion account, the Services, the Acceptor services or the Barion wallet arises, the Issuer may block the Password and/or the Service immediately in accordance with Section 13.1. Regardless whether the E-money has been obtained by the User through Issuing to the User, through an E-money transaction or otherwise, the Issuer may remove the issued E-money from circulation, block it or debit it to the account if the suspicion of money laundering, terrorist financing, fraud or other misuse arises in connection with the Issuing of the E-money or the E-money services carried out with the E-money.

13.3 If the Password is blocked, the Service is suspended or the E-money is removed from circulation, blocked or debited to the account, the Issuer, at the same time of the blocking, the suspension, the removal from circulation, the locking or the debiting or without delay after these events, will notify the User of the fact of the blocking, the suspension, the removal from circulation, the locking or the debiting and of the reasons of the measure. The Issuer will not be bound by the obligation to provide information if fulfilling the obligation would jeopardize the security of the Issuer's operation or is prohibited by law. If the reason of the blocking, suspension, removal from circulation, locking or debit no longer exists or the suspicion proves to be unfounded, the Issuer will cancel the blocking, suspension, E-money locking or debit it has initiated or it will issue a new Password for the User or it will re-release the E-money into circulation.

13.4 The costs related to blocking, suspension or removing E-money from circulation under this Section 13 will be borne by the User. Also, the Issuer hereby excludes liability for any damage caused by the blocking, suspension, removal of the E-money from circulation and debit.

14. Liability

14.1 The User will be required to use the Barion system and the Services properly and take all the measures that can be expected from the User in connection with compliance with the security requirements. The User will be fully liable for any damage the User causes to anyone.

14.2 Immediately but maximum within 30 days from the performance of the E-money transactions, the User will have the right to initiate with the Issuer the correction of an E-money transaction that was unauthorized or that was authorized but incorrectly implemented by the Issuer. The User will send the request for correction electronically through the Issuer's website or the Barion wallet. At the request of the Issuer, the User will be required to make supporting and other evidence available to the Issuer regarding the request. The Issuer will examine the request without delay on the basis of the request and the submitted evidence.

If the User fails to make available the documents or information necessary for assessing the request despite demanded by the Issuer and within 15 days from the receipt of the Issuer's demand, the Issuer will be entitled to reject the request without examining its merits or taking action.

If the Issuer accepts the User's request for correction, it will immediately take action to repay the affected E-money amount to the User and to compensate the User for any loss the User has suffered.

In the case of a request for the correction of a payment transaction that has been unauthorized (excluding unauthorized use of the Password, or use with a Password that the User has lost possession or that has been stolen) or authorized but carried out incorrectly, the Issuer, possibly through certification in the given case, will be required to prove that the payment transaction objected to has been approved by the User, the transaction has been recorded correctly and the performance has not been blocked by a technical error or malfunction.

14.3 In the case of damage caused by such unauthorized E-money transactions that have been carried out with a Password that the User has lost possession of or that has been stolen from the User, or that are a result of unauthorized Password use, the User will bear the loss up to HUF 45,000 before the notification or blocking under Section 12.12 occurs regarding the loss of possession, stealing or unauthorized use. The User will be liable exclusively for any damage caused by any late blocking or notification under Section 12.12.

14.4 The Issuer reserves the right to initiate proceedings against the User in the case of an abuse by the User or another User with the knowledge of the User in connection with the Password or the Barion system.

14.5 The User will not be liable if the damage has been caused by a customized process that qualifies as a cash equivalent and with the use of an information technology or telecommunication device or without personal security tools (including a Password) or if the Issuer has failed to fulfill the obligation of providing the User with the opportunity of notification under Section 12.12.

14.6 The Issuer will not be responsible if it can prove that the damage arising in connection with the unauthorized E-money transaction has been caused by the User's fraudulent conduct or that the damage is a result of the User's intentional or grossly negligent violation of the User's notification obligations. The Issuer will be exempted from liability if it can prove that the damage is a result of the willful or grossly negligent breach of the User's obligations specified in the Contract, including but not limited to the obligations to keep secure and manage correctly the Password, the PIN code and the mobile phone.

14.7 Following the notification under 12.12, the Issuer will bear the losses caused by such unauthorized E-money transactions that have been carried out with a Password that the User has lost possession of or that has been stolen from the User, or that are a result of unauthorized Password use.

14.8 In the course of its activities, the Issuer will take into account the interests of the User as much as possible and will act with due care as may be expected from the Issuer.

14.9 The Issuer will not be responsible for the consequences of a false or forged Transaction Order if it was not possible to detect the false or forged character of the order through due care exercised during the ordinary course of business.

14.10 The Issuer will not be responsible for damage caused by reasons beyond the Issuer's control or reasons outside the scope of interest of the Issuer, including but not limited to errors of telecommunication lines, Internet connection, data transmit systems or postal services.

14.11 The Issuer will not be responsible for damage caused by reasons that the Issuer cannot possibly prevent or influence, including in particular damage caused by Force Majeure, the measures of domestic or foreign authorities or any disturbance to the Issuer's operation. Consequently, the

Issuer will not be liable for any damage resulting from the above even if these factors result in the Issuer temporarily canceling or limiting the Service.

14.12 The Issuer will not be liable for any damage suffered by the User if the damage is caused by an error or omission of the Acceptor or the Merchant during the implementation of a Purchase or any other E-money transaction. If there is a dispute between the User on the one hand and the Acceptor or the Merchant on the other hand in which the Issuer is not involved, the User's liability towards the Issuer is not affected by the dispute or any counterclaim or offset right that the User may make or exercise against the Acceptor or the Merchant.

14.13 If the Transaction Order is carried out through the use of a unique identifier (e.g. a User ID or a payment account number), the Transaction Order will be considered performed regarding the beneficiary specified through the unique identifier. The Issuer will not be responsible for non-performance or deficient performance regarding the Transaction Order if an incorrect unique identifier is used.

14.14 If the User discloses additional data beyond the data and unique identifiers specified by the Issuer to the User and necessary for performance, the Issuer will be responsible for the performance of the Transaction Order as indicated through the unique identifier.

14.15 The Issuer will take all the measures that can be generally expected in the given situation to recover the amount of the Transaction Order. If the Issuer re-acquires the amount of the Transaction Order, it will be entitled to charge an extra fee as defined in the List of Conditions.

14.16 The payment operation initiated at the Issuer by or through the beneficiary will not be implemented, which means that Sections 46-47 and 50 of the Payment Services Act will not apply.

14.17 If the E-money transaction has been initiated by the User as the Party making payment, the Issuer will be responsible for the deficient performance of the E-money transaction. If the Issuer is liable, it will be required to transfer to the paying party the amount of the non-performed or incorrectly performed E-money transaction and to restore the original state (as if the incorrect E-money transaction had never taken place).

14.18 If the User is the beneficiary of an E-money transaction, the Issuer will be required to immediately make available to the User as a beneficiary the amount of the E-money transaction and credit it to the User's Barion account.

14.19 At the request of the User as the paying party and regardless of the non-performance or deficient performance of the E-money transaction, the Issuer will be required to act as generally expected in the given circumstances in the interest of tracking the non-performed or deficiently performed E-money transaction and to notify the User of the result of the tracking.

14.20 The Issuer will be exempted from liability if it can prove that its failure to fulfill an obligation related to the implementing of the Service, the authorization of the E-money transaction and the correction of the E-money transaction has been a result of an external factor beyond the scope of activities of the Issuer (Force Majeure) or a provision of legislation or of a legal act of the European Union.

15. Provision of information and keeping contact

15.1 The language of the contract is equivalent to the language selected by the User upon registration (Section 3.1). The language of keeping contact is Hungarian or English as preferred by the User.

15.2 Provision of information to the User in advance

15.2.1 The effective General Terms and Conditions, the List of Conditions and any modifications to these will be delivered to the User initiating the conclusion of the Contract by the Issuer in the form of a durable medium. The Issuer will also make available such documents to everyone through its website and at its registered address before the conclusion of the Contract, at the time of concluding the Contract and after the conclusion of the Contract. The Issuer will also hand these over in a paper or durable medium form at any time at the request of the User.

15.2.2 The Issuer will inform the User about the completion of the individual E-money transactions through making the General Terms and Conditions and the List of Conditions public at the registered address and on the website of the Issuer.

15.3 Provision of information to the User subsequently

15.3.1 The Parties agree that the Issuer will provide information in accordance with the following to the User about the performance of the E-money transactions, the Issuing, the Withdrawal and other Transaction Orders, about the data allowing the identification of the Transaction Order, about the debits and credits to the Barion account, about the charging of the Fees and about the data within the scope of the subsequent provision of information to clients under the Payment Services Act:

- a) a Barion account balance statement will be sent to the User monthly on a durable medium,
- b) immediately following the performance of the Transaction Order and electronically on the basis of the information available through the Barion wallet. This information can be downloaded by the User at any time and regarding any period.

15.3.2 The User may find out about the exact amount of the E-money available on the Barion account at any time through the Barion wallet.

15.3.3 If the User is a Consumer, at the User's request, the Issuer will send the monthly Barion account statement as defined in Section 15.3.1a) once per month in a paper form to the User by mail free of any fees, costs or other payment obligations.

15.3.4 In addition to the Barion account statement specified in Section 15.3.1, the User may request a paper statement about any period against a fee specified in the List of Conditions that the Issuer may charge.

15.4 The Issuer and the User will be required to cooperate within the framework of their contractual relationships and they will be required to take each other's interests into account. The Parties will cooperate at the time of concluding the Contract and during the term of the Contract, and they will take each other's legitimate interests into account. The Parties are required to inform each other about all important circumstances both before and during the term of the Contract.

15.5 The Issuer and the User may make their notifications and legal declarations to each other and may keep contact with the other as follows:

- a) electronically, by e-mail or through the Barion wallet in any topic,
- b) by post in any topic;
- c) personally in any topic;
- d) over the phone only regarding statements within the scope of tasks of the Hotline,
- e) the Issuer, through an announcement, regarding the issues specified by law and the Contract.

15.6 Contact information of the Issuer:

- a) name: Barion Payment Inc.
- b) registered address: H-1117 Budapest, Infopark sétány 1. I. épület 5. emelet 5.
- c) hotline: -36 (1) 464-7099
- d) the website of the Issuer: www.barion.com

15.7 The User specifically agrees that the Parties may validly and effectively notify each other during the term of the Contract electronically through the e-mail address disclosed to the Issuer by the User or through the Barion wallet, and they may make legal declarations in this form in connection with the Service or the Contract, including the modification or termination of the Service or the Contract.

15.8 The Parties agree that any notification to the other Party will be considered delivered from the following points in time:

- a) in the case of personal delivery, when the notification is handed over to the other Party/when the other Party receives it;
- b) in the case of postal delivery, the message will be considered delivered on the 5th day (or the 10th day in the case of Europe) after the message is posted even if delivery has failed because the recipient did not accept delivery (e.g. had moved to an unknown address or refused to accept delivery);
- c) in the case of e-mails or other electronic means of communication supported by Barion, the message will be considered delivered on the 2nd business day following the sending of the email or electronic message even if delivery has failed because the recipient did not receive the message (e.g. the e-mail address no longer exists);
- d) In the case of a message sent via the Barion wallet, on the day the message is sent to or placed in the User's Barion wallet.

15.9 Unless otherwise agreed by the Parties, the Issuer will send the notifications and declarations to the e-mail address specified by the User or to any other electronic contact information supported by Barion. The Issuer will not be liable for any damage caused by any failure to receive the notifications.

15.10 The Issuer will not be responsible if the delivery is delayed or fails due to the inaccuracy of the name, e-mail address or other disclosed data or due to any other reason beyond the Issuer's scope of responsibility.

15.11 The Issuer will have the option to notify its Users through an announcement made public at its registered address and on its website if the contents of the announcement affect a wide range of Users.

15.12 The Issuer will notify its Users of the modifications of the General Terms and Conditions, the List of Conditions and the announcements through public display, electronic publication on the Issuer's website or, in the cases specified by law, by notification as required by law.

15.13 The User may only make a complaint in accordance with the Issuer's User Complaint Handling Policy. The Issuer will make available its User Complaint Handling Policy at its registered address and on its website.

16. Data reporting

16.1 The User will be required to provide full and accurate information to the Issuer in the course of data reporting.

16.2 If the Issuer receives deficient, incorrect, false or insufficient data due to a reason imputable to the User, or if the User fails to release the requested documentation to the Issuer and no correction is possible or the Issuer cannot be expected to carry out the correction, the Issuer may, at its own discretion, refuse to conclude the Contract or provide the service, and/or it may terminate any service provided to the User with immediate effect.

16.3 The User will be required to notify the Issuer without delay but maximum within 5 business days from the change if any change occurs in the User's data reported earlier to the Issuer or in any circumstances, facts or data that are significant from the aspect of its relationship with the Issuer. The Issuer will not be liable for any damage caused by the failure to provide notification.

16.4 If the change in the User's data affects the data recorded in the course of the enhanced client identification under Section 18.4, including the statement on the beneficial owner, the User will be required to modify the data personally in addition to presenting the supporting documents.

16.5 The Issuer will have the right to check the accuracy of the data specified by the User on the basis of publicly available data and to the extent allowed by law. If during the examination the Issuer establishes that the data specified by the User are untrue, the Issuer may suspend the Service or, alternatively, it may terminate the Service or the Contract with immediate effect.

16.6 If the User has disclosed false or incorrect data to the Issuer or the data disclosed by the User are untrue for any other reason, the User is required to compensate the Issuer for any damage suffered by the Issuer as a result.

17. Data management and protection

17.1 The Issuer and the User will be required to handle confidentially any non-public information they are disclosed about their relationship or about the other Party in the course of the business relationship.

17.2 The Issuer will handle as payment secrets and keep secure for an unlimited period of time any facts, information, solutions or data about the User's person, data, financial situation, business activities, finances, ownership and business relationships that the Issuer knows of regarding the User in connection with the E-money service. The same applies to the data related to the User's contracts with the Issuer.

17.3 If the Issuer learns of information in the course of its relationship with the User that qualifies as a Payment secret, the Issuer will handle it as a Payment secret in accordance with the applicable legal regulations, and it will only release the data specified by law and to persons specified by law and the data specified accurately in a power of attorney issued in the form of a public deed or a document of full probative value to the persons specified in the power of attorney. It is not necessary to use a public deed or a private document of full probative value if the User provides the authorization in the form of a contract concluded with the Issuer.

17.4 The Issuer and the User will be required to handle as business secret and keep secure for an unlimited period any facts, information, solutions or data related to the other Party's economic activities whose publication or whose use or acquisition by unauthorized persons would violate or threaten the legitimate financial, business or market interests of the data subject (excluding the Hungarian state) and for protecting the confidentiality of which the data subject has taken the necessary measures.

17.5 The Issuer will process the personal data of the User in compliance with the provisions of Act CXII of 2011 on the right to informational self-determination and freedom of information. The Issuer will give information about the details of data handling to the User and other affected persons in the publicly available Data Protection and Security Policy. For the purposes of this Section, an affected person is a natural person, including the User, who the data refer to. Personal data are handled in the following cases:

- a) The User or, if the affected person is different from the User, the affected person authorizes the handling of the personal data. The Issuer may handle the personal data also if the User

declares that the affected person has authorized the handling of his/her data. It will qualify as a specific authorization of the User if the User concludes the Contract after receiving information about the data to be handled under the Contract. If the case is opened at the request of the affected person (in particular if the conclusion of a contract, the modification of a legal relationship or its termination is initiated), it must be presumed that the affected person has granted an authorization regarding the personal data disclosed by this person.

- b) Personal data may only be handled if it is ordered by an Act of Parliament or by a local government ordinance (on the basis of an Act of Parliament and within the scope specified in the Act) for a purpose in the public interest.
- c) The Issuer may handle personal data without the affected person's approval if the acquisition of the approval is impossible or would result in disproportionately high costs and the handling of personal data is required to fulfill a legal requirement applicable to the Issuer or to uphold the legitimate interests of the Issuer or a third party, and the upholding of these interests is proportionate to the restriction on the right to the protection of personal data.
- d) Unless otherwise provided by an Act of Parliament, the Issuer may handle personal data without the affected person's express approval or following the revoking of such approval if the personal data have been recorded with the approval of the affected person and the handling of personal data is required to fulfill a legal requirement applicable to the Issuer or to uphold the legitimate interests of the Issuer or a third party, and the upholding of these interests is proportionate to the restriction on the right to the protection of personal data.

17.6 By initiating the concluding of this Contract and by concluding the Contract, the User agrees that the Issuer, in compliance with the applicable data protection rules, may record, handle, process and transmit in the course of drafting, concluding and performing the Contract the User's personal data disclosed to the Issuer for the purposes specified in this Section or in other parts of the Contract:

- a) the drafting, concluding and performance of the Contract with the Issuer,
- b) the performance of the Contract made with the Issuer and the services to be provided under the Contract;
- c) preventing, investigating and discovery of abuses related to the Services provided by the Issuer,
- d) fulfilling the legal requirements of the Issuer and, enforcing its legitimate interests, including in particular the fulfilling of the obligations specified in anti-money laundering and anti-terrorism financing legislation and legislation governing the financial and other services provided by the Issuer;
- e) after the termination of the Contract, the exercising of the rights and the fulfilling of the obligations stemming from the Contract, including in particular the enforcement of claims under the Contract,
- f) the initiating of contacting the User by the Issuer or the provision of information in any form (via e-mail, through the Barion wallet, electronically, by mail, over the phone or through any other means of communication) for direct marketing, market analysis, survey, marketing, customer satisfaction survey and service development reasons,
- g) surveying and analyzing the User's expectations and buying, payment, Internet use and other habits in order to better satisfy these expectations and for direct marketing, market research and general marketing purposes and, for this reason, the use and placement of cookies.

17.7 The Issuer will keep on record and manage the User's data until the enforceability of the rights and obligations expires or the date set out in the relevant legislation.

17.8 By both initiating the conclusion of and concluding this Contract, the User gives express consent for the Issuer to contact and notify the User about the Issuer's or third parties' products and/or services via email, through the Barion wallet, by mail, telephone or any electronic or other means of communication for advertising, sales, market research or marketing purposes from time to time, even after the termination of this Contract. The User may exclude, or withdraw consent to, the sending of such direct notification either in a private document of full probative value presented in person at the Issuer's registered office or in an email sent from the email address on record at the Issuer. The User may provide for such exclusion or withdrawal unconditionally, without giving any reasons, at any time. However, despite such request, the Issuer will still be obligated to provide the User with the information with the content required by the Contract or by law.

17.9 The User gives express consent for the Issuer to record data about the Service used by the User, the User's IP address, the technical identifiers of the connection and manage all the data required for identification purposes, and for the of establishing and maintaining a secure connection, during the use of the Barion wallet and the Service. The User gives express consent for the Acceptor or the Merchant to transfer the data about the goods and/or services purchased by the User as customer to the Issuer during the Purchase or other E-money transaction. All these data are managed for technical, control, quality assurance, security, market research, sales, service development and marketing purposes, to which the User specifically agrees by entering into the Contract.

17.10 The User accepts that the Issuer may make sound recordings of telephone conversations held with the User contacting the Issuer by telephone and of any calls made by the Issuer; this, however, does not mean that the Issuer is obligated to do so, unless required by applicable law. The Issuer may keep, store and use such sound recordings for complaints handling, claims enforcement, settlement and security purposes until the enforceability of the rights and obligations expires. Sound recordings will be stored as specified by law.

17.11 The data manager in respect of the User's data is the Issuer.

17.12 The User specifically agrees to and acknowledges that the Issuer may use intermediaries, third parties performing outsourced activities, organizations conducting consumer and/or customer satisfaction surveys and research and/or other third parties in the performance of the Contract, the provision of the E-money services and the Issuer's internal workflows, including, in particular, printing account statements, conducting consumer research into the Issuer's services commissioned by the Issuer and recovering the Issuer's receivables due, and transfer data to them both within and outside Hungary. When transmitting data outside Hungary, the Issuer ensures that the conditions for managing data in compliance with the requirements set out in Hungarian legislation are met for all the data at the data manager outside Hungary. The data transfer will take place on the basis of a contract for outsourcing, intermediation or data processing, in conformity with the provisions of the applicable legislation. The current list of intermediaries, entities performing outsourced activities and data processors will be published on the Issuer's website.

17.13 The User's consent covers all data processing operations necessary for the above objective. If the User makes third-party data available to the Issuer, the User will ensure to have the consent of the data subject.

17.14 The User authorizes the Issuer to assess all the User's data considered as private, payment secrets or trade secrets by automated data processing and make decisions on the basis of automated data processing. This type of decision-making may only take place if authorized by law or the decision is made by the Issuer during the conclusion or performance of a contract initiated by the User.

17.15 The User accepts that the Issuer may request, either by electronic means or by telephone, examine and store information concerning the User's personal and other data or documents

containing such information from the User for the purposes of providing the services covered by the contracts, verifying the fulfilment of the User's obligations, and meeting the Issuer's undertakings. Original or notarized copies will be provided of the documents, except for documents communicated by electronic means.

17.16 The User will make a specific declaration to the effect that the Issuer, when identifying the User, may make copies of the User's photo identification and other identify documents and use them to manage risks and check whether the personal data are matching, until the enforceability of the rights and obligations expires.

17.17 At the User's written request, the Issuer will provide the User, in writing, with the data kept on record, managed and transmitted in respect of the User's person, indicating their source as well as the objective, legal basis and duration of the data processing, in accordance with existing legislation. Furthermore, at the User's request, the Issuer, when using a data processor, will inform the User about the data processor's name, address and data processing-related activities, and, if the User's personal data are transferred, the legal basis and the recipient of the transfer. The Issuer will provide the requested information in writing within 30 days of the submission of the request. The information will be provided free of charge if the User has not submitted a request for information to the Issuer for the same scope of data in that year. In other cases, the Issuer may require the costs to be reimbursed. In the instances provided for by law, the Issuer may refuse to provide information to the User. If information provision is refused, the User may apply to a court or the Hungarian National Authority for Data Protection and Freedom of Information. At the User's request, the Issuer will correct or, in cases specified by law, delete any incorrect personal data made available to the Issuer. Instead of deleting, the Issuer may block personal information if so requested by the User or it can be assumed on the basis of the available information that deletion would prejudice the legitimate interests of the User. The Issuer will notify the User and/or any additional data processors about the correction, blocking, marking and deletion if failure to give notification would prejudice the legitimate interests of the User with regard to the purpose of data management. If the Issuer does not comply with the User's request for correction, blocking or deletion, the Issuer will provide the reasons in fact and in law for refusing the request in writing within 30 days of the receipt of the request. If the request is refused and/or the Issuer fails to meet the above deadline, the User may apply to a court or the Hungarian National Authority for Data Protection and Freedom of Information. The Parties agree that the that communication by email or through the Barion wallet will be explicitly considered as written.

17.18 The User may object to the management of personal data if (i) the management (transmission) of personal data is only needed for enforcing the Issuer's or recipient's right or legitimate interest, unless required by law; (ii) the personal data are used or transmitted for direct marketing, public opinion polling or scientific research purposes; or (iii) the right to object may otherwise be exercised under law. If the User's rights are violated, the User may also apply to a court or submit a report to the Hungarian National Authority for Data Protection and Freedom of Information.

17.19 The User declares that all consents to data management, storage and processing given under this Section 17 and under other Sections of the Contract is a voluntary and explicit expression of the User's intent based on appropriate information, by which the User unambiguously agrees to the management of the personal data relating to the User upon both initiating the conclusion of and concluding the Contract.

18. User due diligence

18.1 Under the current legislation on the prevention and combating of money-laundering, the Issuer is obligated to identify the User upon establishing a business relationship. During User identification, the Issuer accepts representation by proxy if the power of attorney meets the substantive and formal requirements set out by the Issuer.

18.2 The Issuer is required to identify the User and/or the person permitted by law to represent and act on the behalf of the User in the following cases:

- a) when establishing a business relationship and concluding a contract with the User;
- b) when fulfilling a transaction order exceeding three million sixty hundred thousand forints;
- c) if there are multiple transaction orders actually or presumably connected, when fulfilling the transaction order causing the limit of three million sixty hundred thousand forints to be exceeded;
- d) upon reaching the limit specified in Section 13 (1) c) of the Anti-Money Laundering Act: if the amount issued to the E-money holder by the Issuer exceeds six hundred fifty thousand forints in top-upable E-money during a calendar year or the Issuer withdraws E-money to the amount of at least two hundred sixty thousand forints at the E-money holder's request during a calendar year.

If the User also has a foreign-currency Barion account, the Issuer will use the official forint/foreign currency exchange rate published by the Hungarian National Bank for the relevant foreign currency to calculate the limits set by this Section [18.2](#).

18.3 Simplified user identification

18.3.1 By exercising the option afforded by Section 13 (1) c) of the Anti-Money Laundering Act, subject to the limits specified in Section [18.2d\)](#) herein, the Issuer will not perform a personal identification of the User when concluding the Contract. When the Contract is concluded in accordance with Section [18.2a\)](#) herein, the Issuer will carry out a simplified identification of the User.

18.3.2 When concluding the Contract, the User is required to provide a User ID and Password enabling the unambiguous identification of the User in the registration form. The Issuer will then perform the identification of the User using both the User ID and the Password. In the registration form, the Issuer may require the User to provide a minimum range of other data necessary to conclude the Contract, identify the User and communicate with the User. In addition, the Issuer may also request further data in the registration form, which are optional and managed by the Issuer subject to the User's consent. In the case of voluntary data provision, the Issuer will act in accordance with the purpose limitation principle and in compliance with the rules on data management.

18.4 Enhanced user identification

18.4.1 In the cases referred to in Sections [18.2b\) to d\)](#) and/or other cases specified by law, the Issuer is required to carry out the personal identification of the User. In such instances, the Issuer will always perform enhanced user identification.

18.4.2 As part of user identification, the Issuer may and will be required to verify the identity of the User and the User's representative and, with regard to the representative, the power of representation. To this end, the Issuer may require the User and the User's representative to provide proof of their identities and power of representation by producing the relevant documents. Subject to the User's written approval, the Issuer will make photocopies of these documents and proof and keep them for the period specified by law.

18.4.3 During identification, the Issuer will record the range of data set out in the Anti-Money Laundering Act for enhanced user identification, which currently includes the following:

- a) For Private Individuals:
 - a. surname and given name(s),
 - b. birth name (surname and given name(s)),
 - c. nationality,
 - d. home address (country, city, street and number),
 - e. number(s) and type(s) of identity document(s),
 - f. for foreign Private Individuals, place of residence in Hungary,
 - g. place and date of birth,
 - h. mother's name.
- b) For organizations:
 - a. name and short name,
 - b. address of registered office; for companies registered abroad, address of the Hungarian branch,
 - c. main activity,
 - d. for legal entities entered in the register of a court of registration, company registration number; for other legal entities, the number or registration number of the decision on establishment (entry in the register, registration),
 - e. name and position of the persons with power of representation and their data required by Section 18.4.3a),
 - f. the data enabling the identification of the agent for service.

18.4.4 For Private Individuals, the following documents may be used to provide proof of identity:

- a) for domestic Private Individuals, an official document proving identity and an official document proving residence; for Private Individuals under the age of 14, an official document proving personal identification and an official document proving residence or a passport and an official document proving residence;
- b) for foreign Private Individuals, a valid passport or an identity document, provided that it entitles for a stay in Hungary or a document proving a right to stay or a document entitling for a stay.

18.4.5 For Organizations, in addition to producing the documents specified in Section 18.4.4 of the person entitled to act in the name or on behalf of the Organization, the Issuer is also obligated to require during identification a document not older than 30 days proving that:

- a) for domestic business organizations, they were registered by a court of registration or have submitted their request for registration;
- b) for sole proprietors, a sole proprietor's license has been issued or the sole proprietor's tax number and proof that the sole proprietor has submitted a request for sole proprietor's license to the competent authority is required;
- c) for other domestic legal entities, if entry in an official or court register is a requirement for their establishment, they were entered in, appear on or have submitted their request for entry in such register;
- d) for foreign Organizations, they were registered or entered in a register under the law of their country.

18.4.6 If the request for entry into a company, official or court register has not been put on record yet, the Issuer will require the Organization's Articles of Incorporation, specimen signatures of the

representatives and an original copy of the request for registration by the competent court of registration, authority or court during identification.

18.4.7 If deemed necessary, the Issuer may also require additional documents to be made available in order to carry out user identification with certainty.

18.4.8 During identification, the User is obligated to make a declaration to the Issuer as to the User's status as a public figure and the User's beneficial owner.

18.4.9 The User is obligated under the Anti-Money Laundering Act to make a written declaration to the Issuer during identification whether the User is acting in its own name and its own behalf or that of a beneficial owner as defined by the Anti-Money Laundering Act. If the identity of the beneficial owner is called into doubt during the existence of the contractual relationship, the Issuer will require the User to make another declaration. In the absence of such a declaration, the Issuer will refuse to conclude the Contract or fulfill the transaction order, or may terminate an existing Contract with immediate effect without having to specify the reason of the termination.

18.4.10 A User domiciled outside Hungary is obligated to make a written declaration to the Issuer during identification whether the User qualifies as a politically exposed person. If the User qualifies as a politically exposed person, the Issuer may refuse to conclude the Contract or terminate an existing Contract with immediate effect without having to specify the reason of the termination.

18.4.11 During identification, only valid documents, presented as original or certified true copies, will be accepted.

18.4.12 A certified true copy will be accepted if:

- a) if such copy was endorsed by a Hungarian notary with a certificate certifying that the copy is identical to the original document produced; or
- b) such copy was made by an authority empowered to make certified true copies in the country where the document was drawn up and, unless otherwise provided for by international treaty, a Hungarian consular officer validated such authority's signature and seal affixed to the copy.

18.4.13 If the User provides the Issuer with a foreign-language document as a proof of identity, power of representation or any other fact, the Issuer may request its certified Hungarian translation or have it translated at the cost of the User. The Issuer will not require the certified translation of English and German-language documents as the Issuer is able to have it translated within its own organization.

18.4.14 The User will notify the Issuer of any changes in the data recorded during user identification and beneficial ownership as defined by the Anti-Money Laundering Act, indicating the reason for and time of such changes, within five business days of becoming aware of them and show the changed data by producing the document containing them. The Issuer disclaims any liability in cases where the User fails to report, is delayed in reporting or reports erroneously the changes in the data or provides data that is inherently erroneous or false.

18.4.15 The Issuer will keep on record and retain the data and documents disclosed to the Issuer when performing user identification for the duration of the contractual relationship and for the period specified by law after the termination of the contractual relationship.

18.4.16 The User acknowledges that the Bank may refuse to establish a business relationship or to fulfill orders or, for an existing Contract, terminate the Contract with immediate effect if the User refuses consent to identification or identification may not be otherwise performed under the Anti-Money Laundering Act or the User is not fully identified.

19. Maintenance, troubleshooting and improvement of Barion

19.1 The Issuer reserves the right to maintain and improve Barion and, in that context, limit or suspend the availability and scope of E-money services. The duration of such limitation or suspension may not exceed 3 hours on a calendar day. The Issuer will perform the scheduled maintenance and improvement of Barion at a time when the Services available to Users, their availability and scope is limited or hindered in the slightest way and to the least extent possible.

19.2 In the case of a failure of the Barion system, the Issuer will take all reasonable measures to remedy the failure. The Issuer agrees not to limit or suspend the availability and scope of Services for a period longer than 24 hours of the occurrence of the failure in such cases.

19.3 The Issuer will only be liable for the damage resulting from limitation or suspension exceeding the period specified in this Section 19.1 and Section 19.2.

19.4 If maintenance or improvement is scheduled, the Issuer informs the User about the expected duration of the suspension in advance. If the reason and manner of maintenance or improvement is unscheduled, the Issuer will make every possible effort to inform the User about the suspension and its expected duration without delay. The information to be provided to Users under this Section will be made available through the Barion wallet and the Issuer's website, if possible.

19.5 The Issuer will not be responsible for any failures caused by Internet malfunctions or for the resulting suspension or limitation of the Service.

20. Amendments to the Contract

20.1 The Parties may amend the Contract concluded between them at any time by mutual agreement.

20.2 The Issuer may unilaterally amend the Contract, including, in particular, these General Terms and Conditions and the List of Conditions, in a manner which is not detrimental to the User, without giving prior notice to the User.

20.3 In accordance with existing relevant legislation and the provisions of the Contract, the Issuer may also unilaterally supplement or amend the Contract, including, in particular, these General Terms and Conditions and the List of Conditions, when introducing a new service.

20.4 The Issuer may not unilaterally amend the Contract by introducing a new fee or cost, excluding the introduction of a new service.

20.5 After notifying the User in advance, the Issuer may unilaterally amend the Contract, including, in particular, these General Terms and Conditions and the List of Conditions to the detriment of the User with a view to existing legislation due to particularly, but not exclusively, the following reasons:

- a) Change in the regulatory environment:
 - a. changes in legislation highly and directly relevant to the legal relationships between the Issuer and the User and applicable or related to the Issuer's activity and operating conditions (including changes in other legal instruments of state governance and/or legal acts of the European Union), central bank provisions or other regulations binding upon the Issuer (including changes in judicial or official decisions, orders, recommendations, guidance and their interpretations by authorities or courts);
 - b. changes in levies (e.g. taxes) highly and directly relevant to the legal relationships between the Issuer and the User in relation to the Issuer's activity.
- b) Changes in money market conditions and/or the macroeconomic environment.

- c) Change in the official consumer price index and previous annual inflation rate published by the Hungarian Central Statistical Office.
- d) Changes in the Issuer's options to obtain financing from money markets, especially, but not limited to:
 - a. change in Hungary's credit rating;
 - b. change in credit default swap;
 - c. changes in the central bank base rate, repo and deposit rates;
 - d. changes in interbank money market rates/credit rates;
 - e. shift of bond and SWAP yield curves issued by the Hungarian State or a creditor relative to each other;
 - f. changes in options to obtain financing from money markets;
 - g. changes in capital and money market rates;
 - h. change in the yield and/or no yield on public debt securities;
 - i. changes in international and Hungarian money market foreign-currency interest rates.
- e) Changes in the Issuer's input costs, especially, but not limited to:
 - a. changes in the Issuer's account costs;
 - b. entry into force or amendment of laws, central bank or other regulations that entail additional costs or revenue decrease for the Issuer;
 - c. changes in third-party costs incurred by the Issuer in relation to services provided to the User as well as the Issuer's general, functioning and operating costs;
 - d. changes in the Issuer's IT systems, internal processes, rules of procedure, operation and risk-taking;
 - e. changes in the cost of data protection applications, need for IT improvement;
 - f. changes in the material costs of the service used by the User;
 - g. change in the Issuer's business policy;
 - h. introduction of a new service to be provided to Users, termination or suspension of an existing service;
 - i. reconciling and/or consolidating the differences, especially, but not exclusively, between IT systems, records, procedures and processes, resulting from a corporate transformation affecting the Issuer.

20.6 It is not deemed an unilateral amendment detrimental or unfavorable to the User if the Issuer introduces a new service and a related new fee, provided that the User is not required to use the new service or the amendment to the conditions is only applicable to new or contracts. Neither is it deemed an unilateral amendment detrimental to the User if the Issuer amends the contractual conditions in the manner and to the extent set out in advance when the previously specified period elapses or the prescribed conditions are met.

20.7 The Issuer will notify the User of any unilateral amendment by the Issuer to these General Terms and Conditions and the List of Conditions detrimental or unfavorable to the User at least 2 months before the entry into force of such amendment by publishing the amendment on the Issuer's website and posting a notice at the Issuer's registered office and, in the case of Users that are Consumers or Micro-enterprises, informs the Users affected by the amendment on a durable medium.

20.8 The Issuer will notify the User of any amendment not detrimental to the User no later than on the business day preceding its entry into force by publishing the amendment on the Issuer's website and posting a notice at the Issuer's registered office.

20.9 If the User considers the unilateral and unfavorable amendment of the Contract prejudicial to the User, the User may terminate the Contract with immediate effect in writing or by email or

electronically through the Barion wallet or the Issuer's website, free of any fees, costs or other payment obligations until the day preceding the entry into force of the amendment. If the User does not raise any objections to the amendment in writing or by email or electronically through the Barion wallet or the Issuer's website by the day preceding the entry into force of the amendment, the amended conditions will be deemed to have been accepted by the User.

21. Termination of the Contract

21.1 The Contract will be terminated:

- a) by the Parties' mutual agreement at the time specified by the Parties;
- b) with immediate effect by the User at any time;
- c) by ordinary notice by the Issuer on the last day of the notice period;
- d) with immediate effect by the Issuer upon the date of receipt of the termination notice;
- e) in the event of a Private Individual User's death, on the date of the User's death;
- f) upon the Organization's dissolution without succession in the case of Organizational Users on the date of dissolution.

21.2 If there is no E-money stored or recorded in the Barion account, that does not mean the termination of the Contract.

21.3 The Parties may terminate the Contract concluded between them at any time by mutual agreement.

21.4 The User may terminate the Contract with immediate effect without having to specify the reason of the termination at any time. If an E-money transaction initiated by the User is still being carried out, the User may only exercise the right of termination after the fulfillment of the Transaction Order. Only the Contract as a whole may be terminated, individual Barion accounts may not.

21.5 If the User terminates the Contract within 1 year of concluding it and such termination is not due to a breach of contract by the Issuer, the Issuer is entitled to charge the fee specified in the current List of Conditions. If the User is a Consumer, the Issuer may not charge the fee under this Section, provided that the Contract was terminated within 14 days of its conclusion.

21.6 The Issuer may terminate individual Services and/or the Contract with two months' notice without having to specify the reason of the termination.

21.7 The Issuer may terminate the Contract with immediate effect if the User commits a breach of Contract. A material breach of contract on the User's part is particularly, but not exclusively:

- a) a material or repeated breach of a provision of the Contractor and/or these General Terms and Conditions,
- b) the User fails to pay the fees, commission and/or costs related to the Service even at the Issuer's request,
- c) the User provides incorrect, false or misleading information or otherwise deceives the Issuer or refuses to provide information,
- d) the user due diligence provided for in Section 18 is refused,
- e) the suspicion of money laundering, terrorism financing, fraud or other misuse arises in connection with the User's conduct, the Barion account, the Barion wallet, the POS services or other Services,
- f) fraud or some other form of misuse is suspected in connection with the Issuing, the Withdrawal, other E-money service or an already issued E-money amount,

- g) the User's conduct threatens the good business reputation of the Issuer or the Issuer believes that such conduct, in any form and to any extent, may result in damage to the good business reputation or may cause negative reputation,
- h) an enforcement, bankruptcy or liquidation procedure is initiated against the User,
- i) The Barion account or the Barion wallet or the Acceptor services or other Services are used in a way or the User otherwise engages in a conduct with the aim of circumventing the promotion or economic interests of the Issuer, the Issuer's business partners or any other relevant actors or committing any other form of abuse,
- j) in other cases defined in the Contract or by law.

21.8 In the event of a material breach of contract, the Issuer may, at the Issuer's own discretion:

- a) terminate the Contract with immediate effect,
- b) suspend the User's right of disposal,
- c) suspend the use of the Barion account or the Barion wallet or the Acceptor services,
- d) refuse or suspend the fulfilment of Transaction Orders,
- e) suspend Services.

21.9 Upon the termination of the Contract, all the undertakings of the Issuer set out in the Contract will expire, all the amounts owed to the Issuer by the User will become due on the date of termination of the Contract regardless of their original due date and the Issuer becomes entitled on the due date to offset its claims under the Contract. The termination of the Contract, however, will not cause the Parties' settlement and payment obligations to expire.

21.10 Upon the termination of the Contract, the Parties will settle accounts with each other as follows:

- a) the Issuer will make the consideration for the withdrawn E-money available to the User,
- b) the User will pay the amounts owed to the Issuer.

21.11 Upon the termination of the Contract for any reason whatsoever, the Issuer will automatically withdraw the full amount of E-money available in the Barion account without the User's specific request in accordance with Section 9, subject to the deviations set out in this Section 21.

21.12 Upon the termination of the Contract for any reason whatsoever, the User will specify the number of a payment account where the Issuer can transfer the consideration for the E-money withdrawn from the cancelled Barion account. If the User does not specify a payment account or the payment account and its data cannot be clearly identified, they are deficient or on the basis of the disclosed data the transfer cannot be carried out for any other reason, the Issuer will hold the available consideration for the withdrawn E-money in responsible safekeeping until the User provides the Issuer with the data necessary to make the payment by transfer. The responsible safekeeping is established without the obligation to pay interest. The Issuer will be entitled to charge a fee as specified in the List of Conditions for the safekeeping.

21.13 When settling accounts, the Issuer will pay the consideration for the withdrawn E-money to the User by bank transfer to the payment account specified by the User. The Issuer will only effect the transfer to a domestic payment account and will not accept a foreign payment account.

22. Outsourcing, intermediaries

22.1 The Issuer hereby informs the User that the following tasks are outsourced to the entities below:

- a) accounting tasks: In-Voice Kontroll Kft. (registered address: H-1046 Budapest, Leiningen Károly utca 16/B. company registration number: 01-09-942648)
- b) IT operation and user complaint handling: Sense/Net Zrt. (registered address: H-1117 Budapest, Infopark sétány 1. I. épület V. emelet 5., company registration number: 01-10-046440).

22.2 The Issuer hereby informs the User that the Intermediaries published on the Issuer's website will be used in providing the service.

23. Exercising of rights, dispute settlement

23.1 The Parties will seek to settle any disputes arising between them amicably through negotiations; failing that, they may apply to the competent court. The Hungarian National Bank (H-1013 Budapest, Krisztina krt. 39.) and the Hungarian Competition Authority (H-1054 Budapest, Alkotmány utca 5.) ensure oversight of the Issuer.

23.2 In the event of disputes in connection with the signature of Contract, its term, validity and termination, or with breach of contract and legal consequences thereof, Users that are Consumers may apply to the Hungarian Financial Arbitration Board.

23.3 If the Issuer does not enforce any of the rights granted to the Issuer by the Contract or by law or is delayed in exercising such rights or only partially exercises them, it does not mean that the Issuer has waived such rights. The rights granted to the Issuer by this Contract complement all the rights conferred on the Issuer by law.

23.4 In respect of the Issuer, no guarantee fund on which the User may draw exists.

24. Severability

24.1 If any of the provisions of these General Terms and Conditions is, or becomes, unlawful, invalid or unenforceable, it does not affect or limit the legality, validity or enforceability of the other provisions.