General Terms and Conditions

Effective date: 01.07.2026

General Terms and Conditions of Barion Payment Inc.,
(registered seat: H-1117 Budapest, Iriny József utca 4-20. 2. emelet, Hungary;
court of registration: Company Registry Court of the Budapest-Capital Regional Court;
company registration number: 01-10-048552;
VAT number: 25353192-2-43., community VAT number: HU25353192,
number of licence of operation: H-EN-I-1064/2013, electronic money institution
identifier: 25353192) as electronic money institution

1. 1. Definitions

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

Activation:	A legal declaration made by the User through which the User electronically confirms the intention of concluding the contract on the electronic interface available through the activation link, and thus concludes the Contract with the Issuer.
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 account/Barion balance:	The unit of electronic records assigned to the given User in Barion which serves 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:	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.
Barion mobile application:	An application that may be downloaded to a mobile phone with iOS or Android operating system, which provides access to the Barion wallet and the Services.
Fees:	All the fees, commission and costs that the Issuer is entitled to charge in connection with the Service or for executing the Transaction Order. The Fees are listed in the List of Conditions, which forms an integral part of the Contract.
Acceptor:	A unit established as such in the Barion wallet which may be the following:

	▪ a web-based or physical point of sale of the goods or services sold by the User; or ▪ the User's website where it organises, intermediates or otherwise makes possible the sale of products or services through the Internet for customers, sellers and other third parties; or ▪ the User's website or physical location where the User accepts donations.
Acceptor services:	The services described in Section 6 of the Contract.
Payment Service Providers Act:	Act CCXXXV of 2013 on Payment Service Providers.
Seller	A User that sells goods or services to a Customer in the course of Facilitated sales.
Electronic money/e-money:	According to § 6(1) point 16 of the Credit Institutions Act: electronic money is an electronically 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 proprietor other than the electronic money Issuer. Electronic money is a cash equivalent.
E-money holder:	A User that helds e-money.
E-money issuing:	At the request of the User, and for consideration, the Issuer shall issue e-money and credits it to the User's Barion account following receipt of the consideration.
E-money service:	Electronic money issuing and withdrawal as defined in § 3(1)(e) of the Credit Institutions Act and the execution of the payment transactions executed using e-money related thereto provided by the Issuer for the User on the basis of the Contract and under the terms and conditions thereof.
Strong Customer Authentication	Authentication using at least two elements which can be categorized as of the following a) knowledge, i.e. information known only to the Customer, b) possession, i.e. only things owned by the Customer, and

	c) biological property, i.e. the characteristic of the Customer which categories are independent of each other in that the hacking of one does not affect the reliability of the others and the confidentiality of the identification data is ensured through the design of the procedure. Based on the Company's decision, the Customer may use the E-money service or carry out certain E-money transactions using Strong customer authentication. Strong customer authentication requires the Barion mobile app and an iOS or Android mobile phone.
E-money transaction:	Sending money accounted for and to the debit of the e-money available to the User, and any other payment made with e-money, including all Fees and costs of such transactions.
Sufficient funds:	A positive balance required to perform the Transaction Order available on the Barion account that may be freely used by the User; equal to the value of the Transaction Order plus the Fees to be charged in connection with the Transaction Order.
User ID:	A personal identifier required, along with the Password, to identify the User clearly and individually. The User may access the Service by using both the User ID and Password. Currently, the Issuer accepts e-mail addresses as User IDs.
Top-up:	Making the consideration of the E-money available to the Issuer. In the case of a successful top-up, E-money issuing is executed in accordance with **Section 8.**
Consumer:	A natural person acting in the interest of objectives outside the scope of his or her profession or business activity.
Third Party Services:	Payment or other payment related services available in the Barion Smart Gateway and provided by third party service independent of the Issuer.
Credit Institutions Act:	Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises.
Password:	A personal and secret identifier which may not be disclosed to any third person and which, along with the User ID, is obliged 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.
Issuer:	General Terms and Conditions of Barion Payment Inc., registered seat: H-1117 Budapest, Irinyi József utca 4-20. 2. emelet.; court of registration: Company Registry Court of the Budapest-Capital Regional Court; company registration number: 01-10-048552; VAT number: 25353192-2-43., community VAT number: HU25353192, number of licence of operation: H-EN-I-1064/2013, electronic money institution identifier: 25353192), as an electronic money institution. The Issuer executes e-money issuing, keeps a record of the Barion accounts, executes the payment transactions related to e-money, and executes the withdrawal of e-money as a financial service.
Merchant:	A User that has an Acceptor ▪ to sell goods or services through a web-based or physical point of sale; or ▪ to organise, intermediate or otherwise make possible the sale of products or services through the Internet for customers, sellers and other third parties; or ▪ to accept donations at a web-based or physical location.
List of Conditions:	An information material describing the price of the Services provided by the Issuer and available to the Users specifying in particular the Fees and other terms.
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 execution of the sale in some form. Contributors may include agents assisting the sale or the Facilitator.
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.
Transaction Order:	An order allowed by the Issuer to be made by the User regarding e-money, including in particular E-money transactions, E-money Top-ups, Issues and Withdrawals.
Micro-enterprise:	An enterprise qualifying as a micro-enterprise under the Payment Services Act. A micro-

	enterprise is defined as an enterprise which employs fewer than 10 persons in total at the time of the conclusion of the Contract, and whose annual turnover and/or annual balance sheet total in the business year before the conclusion of the Contract does not exceed EUR 2 million or the HUF equivalent thereof (converted on the basis of the Central Bank of Hungary's official rate published on the last day of the business year before the conclusion of the Contract).
Technical documentation:	The document published on the Issuer's website or by any other means specifying the technical conditions of using the Service.
Electronic money distributor:	§ 3 point 6a of the Payment Service Providers Act: the party selling and withdrawing electronic money on behalf of the Issuer.
Sending money:	A payment order made by the User as payer to the Issuer for transferring the E-money to the payee, and the execution of this Transaction Order by the Issuer.
Payment Services Act:	Act LXXXV of 2009 on the Provision of Payment Services.
Anti-Money Laundering Act:	Act LIII of 2017 on the Prevention and Combating of Money Laundering and Terrorist Financing.
Facilitated sales:	A sale transaction organised, intermediated or otherwise made possible by the Facilitator.
Facilitator:	A Merchant that organises, intermediates or otherwise makes possible the sale of goods or services via the Internet for Customers, Sellers or other third parties (e.g. Sharing Economy, Marketplace, C2C payment).
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 following Activation, the conditions of which are set forth in the registration form and/or other documents and also these General Terms and Conditions and the List of 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 is violated, respectively, the Issuer shall be entitled to terminate the Contract and discontinue the provision of the Service(s) to the User.

Service:	The E-money service or any other service that the Issuer provides to the User on the basis of the Contract under the terms and conditions thereof.
Durable medium:	A device that allows the User to store the data addressed to the User permanently for a period of time adequate to the purpose of the data and to display the stored data in unchanged form and with unchanged content. The Issuer shall consider in particular the following as direct notifications made through durable medium: ▪ sending electronic mail to the e-mail address specified by the User ▪ notification sent to the User's Barion wallet, ▪ notification by mail.
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 these GTC. The conversations between the User and the Issuer over the Hotline shall be recorded.
Telecommunication device:	Any device that allows the parties to make contractual declarations for the conclusion of a contract when they are not in each other's presence. The website of the Issuer qualifies in particular as such a telecommunication device.
User:	A Private Individual or Organisation that wishes to conclude or has already concluded a contract with the Issuer or that initiates a Barion account Top-up, including Customers paying by bank card or bank transfer through the Barion Smart Gateway service. The User may be: ▪ Private Individual: any natural person above the age of 16. ▪ Organisation: any entity that is not a Private Individual, including but not limited to business corporations, sole proprietors, associations, foundations, law firms, offices of notaries public, offices of patent attorneys, offices of bailiffs, European Public Limited-Liability Companies, cooperative societies, housing cooperatives, European Cooperative Societies, 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. Organisations shall include state institutions and organisations, local governments and all budgetary organisations.
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.
Withdrawal:	The withdrawal of the e-money by the Issuer at the request of the E-money holder 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 otherwise agreed by the Parties in the Contract. The Issuer shall not provide services for and not conclude contracts with persons under the age of 16.

2.2. The content of the legal transaction between the Issuer and the User shall be governed primarily by the Contract. Concerning issues not regulated by the Contract the present 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 and regulations governing the issuing of e-money and the related services, shall be applicable. If the General Terms and Conditions and the Contract contain conflicting provisions, the Contract shall prevail.

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 and in such cases, the different provisions the Parties agreed upon shall prevail over the terms of the General Terms and Conditions.

3. Conclusion of Contracts

In case of registration and creating a Barion wallet:

3.1. The User shall 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. Sending 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 shall be entitled to cancel the procedure of concluding the Contract any time without any legal consequences.
By sending the registration form to the Issuer, the User specifically requests and agrees to conclude the Contract through a telecommunication device through the Issuer's website.

3.2. The Issuer shall examine the User's request for the conclusion of the Contract submitted electronically. The Issuer shall 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 shall 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 through the activation link by Activation, 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 shall irreversibly delete the data specified by the User on the registration form.

3.6. Simultaneously, as the Contract is concluded, the Issuer shall 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 shall 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. Simultaneously with the conclusion of the Contract with the User, the Issuer shall execute the due diligence of the User as regulated in **Section 18**. on the basis of the data specified in the registration form.

In case of Purchase without registration by bank card:

3.10. In the event that the Customer purchases by bank card from a Merchant who accepts bank cards via the Barion Smart Gateway service, such Customer shall perform a Top-up by bank card for the Merchant as per **Section 8.7** of the present Contract. In such case the Customer performing the Top-up by bank card requests the Issuer electronically to conclude the Contract by initiating the bank card payment, providing their e-mail address and accepting the present Contract in order to perform this Top-up.

3.11. Having accepted the initiative of the User to conclude the Contract the Issuer shall perform the Top-up by bank card and inform the User about the result thereof via e-mail. In such case the User shall not register on the basis of the Contract and no Barion wallet is created for them, and the Contract is concluded between the Parties exclusively for performing the Top-up by bank card and for performing the following E-money transactions as per **Section 10.** executed by the Top-up by bank card in order to perform the agreement between the Merchant and the Customer: Reservation, Recurring payment, Sharing Economy Extras.

3.12. The Issuer informs the User that the Merchant shall transfer data of the Customer and the purchase in accordance with the Privacy Notice published on the website of the Issuer in order to prepare the conclusion of the contract as per Sections **3.10 - 3.11**. and to perform the Contract by the Issuer and for other purposes specified in the Privacy Notice.

3.13. Chargeback claims arising in relation with Top-up by bank card shall be assessed under the provisions of **Section 8.14.**

3.14. The Issuer shall retain the data related to the Top-up by bank card and E-money transactions as per **Section 3.11**. so that the User connects such data in case of their future registration under the present Contract to the Barion account and wallet created this way and therefore the E-money transactions and Top-ups performed prior to the creation of the Barion account and wallet are displayed in the Barion wallet in the Barion account history for the User. This convenience service aims to make Top-ups by bank card and E-money transactions as per **Section 3.11** previously performed by the User transparent for the User and easy to monitor. The User shall be entitled to object to the data processing under the present section in accordance with the provisions of the Privacy Notice published on the Issuer's website.

3.15. Other provisions of the Contract related to Top-up by bank card and E-money transactions listed in **Section 3.11.** shall be mutatis mutandis applicable to the User**.**

3.16. Third Party Services

Top-up by bank card as per Section **8.7.** may be executed via Third Party Payment Services available in the Barion Smart Gateway, independent of the Issuer. Third Party Payment Services shall be provided by the Third Party in accordance with its own terms and conditions and such services are not part of the Services provided by the Issuer. The current list of Third Party Services and the link to the terms and conditions prescribed by the Third Party are available here: https://www.barion.com/en/legal-information/

By selecting and using the Third Party Payment Service available in the Barion Smart Gateway as payment method, the Customer expressly confirms and declares that he/she acknowledges and accepts the contractual and other terms and conditions prescribed by the Third Party.

The Issuer is not a party to the legal relationship between the Customer and the Third Party. The Issuer shall not be liable for any claims or obligations between the Customer and a Third Party that arise on the basis of the legal transaction on the services provided by a Third Party as per this section. Any related complaint, objection or claim must be enforced by the Customer directly against the Third Party Service Provider.

In case of Purchase without registration by bank transfer:

3.17. In the event that the Customer purchases by bank transfer from a Merchant who accepts bank transfers via the Barion Smart Gateway service, such Customer shall perform a Top-up by bank transfer for the Merchant as per **Section 8.7.** of the present Contract. In such case the Customer performing the Top-up by bank transfer requests the Issuer electronically to conclude the Contract by initiating the bank transfer payment and accepting the present Contract in order to perform this Top-up.

3.18. Having accepted the initiative of the User to conclude the Contract the Issuer shall perform the Top-up by bank transfer and inform the User about the result thereof via e-mail. In such case the User shall not register on the basis of the Contract and no Barion wallet is created for them, and the Contract is concluded between the Parties exclusively for performing the Top-up by bank transfer.

3.19. The Issuer informs the User that the Merchant shall transfer data of the Customer and the purchase in accordance with the Privacy Notice published on the website of the Issuer in order to prepare the conclusion of the contract as per Sections **3.17 - 3.18.** and to perform the Contract by the Issuer and for other purposes specified in the Privacy Notice.

3.20. The Issuer shall retain the data related to the Top-up by bank transfer as per **Section 3.18.** so that the User connects such data in case of their future registration under the present Contract to the Barion account and wallet created this way and therefore the Top-ups performed prior to the creation of the Barion account and wallet are displayed in the Barion wallet in the Barion account history for the User. This convenience service aims to make Top-ups by bank transfer previously performed by the User transparent for the User and easy to monitor. The User shall be entitled to object to the data processing under the present section in accordance with the provisions of the Privacy Notice published on the Issuer's website.

3.21. Other provisions of the Contract related to Top-up by bank transfer listed in **Section 3.18.** shall be mutatis mutandis applicable to the User.

3.22. Third Party Service

Top-up by banktransfer as per Section **Section 8.7** may be executed via Third Party Payment Services available in the Barion Smart Gateway, independent of the Issuer.

Third Party Payment Services shall be provided by the Third Party in accordance with its own terms and conditions and such services are not part of the Services provided by the Issuer. The current list of Third Party Services and the link to the terms and conditions prescribed by the Third Party are available here: https://www.barion.com/en/legal-information/

By selecting and using the Third Party Payment Service available in the Barion Smart Gateway as payment method, the Customer expressly confirms and declares that he/she acknowledges and accepts the contractual and other terms and conditions prescribed by the Third Party.

The Issuer is not a party to the legal relationship between the Customer and the Third Party. The Issuer shall not be liable for any claims or obligations between the Customer and a Third Party that arise on the basis of the legal transaction on the services provided by a Third Party as per this section. Any related complaint, objection or claim must be enforced by the Customer directly against the Third Party Service Provider.

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 online e-money not recorded on the physical device used by the User but on the Issuer's server, i.e. on the Barion account. The Transaction Orders are executed 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 which serves to store and keep records of the E-money available to the User.

4.1.3. The Issuer shall keep 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 in effect at any given time. 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 shall be able to exercise the right of disposal over the E-money recorded on the Barion account by using both 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 shall 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 without any limitation.

4.1.6. In accordance with the effective laws, the Issuer shall not pay interest on the E-money.

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 to 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 shall only execute E-money transactions between Barion accounts of the same currency. The Issuer shall be entitled to reject E-money transactions between Barion accounts of different currencies.

4.2.2. In case the User is specified as the payee 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 payee 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 shall open a Barion account for the payee 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 shall 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 Top-up transaction and to issue and store the E-money on this newly opened Barion account. This Section shall not apply to the Top-up specified in **Section 6.2.2. e)** in this case, the Acceptor itself shall be obliged 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 Company shall provide the operation described in this Agreement only upon the combined application of the technical and software requirement conditions specified in this Agreement and in the Frequently Asked Questions published on the Company's website and in the Technical Documentation.

5.3. The User shall be obliged 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 shall also be borne by the User.

5.4. 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 shall be obliged 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 shall not be liable for any damage caused by this failure to the User or to any third party.

5.5. The Issuer shall 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.

5.6. The Issuer shall not be liable for any damage caused by the User's improper use of the devices necessary for using the Barion wallet; 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 or interface (software) except for applications using the Barion API and approved by the Issuer; or 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 shall not be responsible for any damage caused by a virus in the User's computer system.

5.7. The User may have access to the Barion wallet through various channels (e.g. Internet, mobile application, other electronic means or other devices). In case of different channels, the ranges of Services available through the Barion wallet may be different.

5.8. 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 or entry of the User ID and using Strong Customer Authetication. The Issuer shall be entitled to decide unilaterally on the method of access and the use of Strong Client Authentication, and the cases in which they may be used.

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, log in to the mobile application

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

and to log in to the Barion wallet. Fingerprint security may be used if the device used by the User allows for that. Fingerprint security is performed by the operation system of the device so that the fingerprint is not transferred to, processed or stored by the Issuer

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.

5.9. Strong Customer Authentication is a more rigorous customer identification process that enhances the security of the Customer and the Services, and requires a mobile phone and the Barion mobile application. The Customer is also entitled to use the Services through any channel (web browser or mobile application to view the website) when using Strong Authentication, provided that the Customer has a mobile phone and Barion mobile application to perform Strong Authentication. This means that, after completing the Strong Customer Authentication, the Customer is also entitled to access the Barion Wallet or use the Services through any other channel or device (computer, tablet) other than the Barion mobile application.

The detailed rules in this regard are set out in Clause 12 of the Agreement.

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

5.11. Services available through the Barion wallet:

a) Sending and receiving E-money,
b) Withdrawal,
c) Top-up,
d) Acceptor and related services,
e) Storing bank card data used 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 defined by law,

g) Other services provided by the Issuer in connection with the operation of the wallet.

5.12. 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 shall be entitled 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. Acceptor and Acceptor Services

6.1. General Provisions

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

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

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) execution of the technical execution 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 Merchant shall be obliged to ensure at the Merchant'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 execution specified in **Section 6.1.3.c)**. The Issuer shall not be responsible for any damage arising from the deficient or incorrect completion of the execution specified in **Section 6.1.3.c).** 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 shall 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 shall be obliged to ensure at the Merchant's own cost that the changed technological conditions are met. If the Merchant fails to meet this obligation, the Issuer shall not be liable for any damage caused by this failure to the Merchant or to any third party.

6.1.6. The Issuer shall 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 shall not be responsible for the damage caused by a virus in the Merchant's computer system.

6.1.7. Creating an Acceptor and the Acceptor services, and the related means of payment shall be available for the User exclusively after the rating and approval of the User by the Issuer under the terms and conditions set forth in the approval.

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 shall examine the electronic request made by the User for creating the Acceptor and for the Acceptor services. In the framework thereof, the Issuer may request the Merchant to supply further data and documents. The Issuer shall make a decision on the creation of the Acceptor and the request for 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.

On the basis of the result of the rating of the User the Issuer shall be entitled to set a longer term to perform a Withdrawal order and specify additional collateral type terms and conditions the fulfilment of which is a condition to creating an Acceptor and providing Acceptor services, in particular withholding the entire balance or a part of the Barion account, prescribing insurance contract, suretyship, or any other property collaterals.

6.1.9. The Issuer shall notify the User of the Issuer's acceptance or rejection of the User's request for creating the Acceptor and for the Acceptor services via e-mail and through the Barion wallet. In case of approving the request the Issuer shall simultaneously inform the User about the collateral type terms and conditions under **Section 6.1.8.** if the Issuer prescribes the performance of such conditions.

In the event that the Issuer accepts the request but does not prescribe collateral type terms and conditions as per **Section 6.1.8.**, the contract for the Acceptor and the Acceptor services shall be concluded by the approval and the Issuer shall provide the User with the Acceptor service after the approval..

In the event that the Issuer accepts the request and prescribes collateral type terms and conditions as per **Section 6.1.8.**, but the User fails to fulfil them or does not accept them, the agreement for the Acceptor and the Acceptor services shall not be concluded by the Parties and the Issuer shall not provide the Merchant with this service. In the event that the User accepts the collateral type terms and conditions included in the approval, the Parties shall conclude a separate agreement with the corresponding content and the Issuer shall start providing the Merchant with the Acceptor service after concluding the separate agreement and fulfilling the last condition.

6.1.10. The Issuer shall be entitled 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. In lack of the above, the Issuer may refuse to provide the Acceptor services and exercise its right specified in **Section 6.1.23. pont**.

6.1.11. Following the provision of the Acceptor services, the Issuer shall remain entitled to rate the Merchant as per **Section 6.1.8.** and to check compliance with the terms specified by the Issuer and to request information from the Merchant for this. The Merchant shall be obliged to cooperate with the Issuer in the course of this. If the Issuer finds that the Merchant's rating is not appropriate or the Merchant fails to fulfil the conditions specified by the Issuer, the Issuer shall be entitled to exercise its right specified in **Section 6.1.23**.

The Issuer shall be entitled to review and modify the rating of the User as per **Section**

6.1.8. any time under the duration of the Contract. In the event that on the basis of the result of this the rating of the User was negatively changed, the Issuer shall be entitled to modify the collateral type conditions as per **Section 6.1.8.**. and to require the Merchant to fulfil additional collateral type conditions as a condition of the provision of Acceptor services. In the event that the Merchant fails to fulfil such modified collateral type conditions or does not accept them, the Issuer shall be entitled to terminate the Acceptor services and/or the Contract with immediate effect and/or withhold the amount from the e-money balance on the Barion account of the User which was issued for the Merchant after the Top-up by bank card in order to secure Chargeback claims in progress or expected as per **Section 8.14.** until the end of the term open to file Chargeback claims.

6.1.12. The Issuer may perform "mystery shopping" 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 mystery shopping, if the Issuer notifies the Merchant about the fact of mystery shopping within 60 minutes of the transaction, it shall be entitled to return the relevant product or service to the Merchant, which shall be obliged to accept it and repay the relevant amount to the Issuer.

6.1.13. The Merchant as Facilitator is obliged to exercise utmost care in the course of using the Acceptor services and the individual means of payment available. It shall be obliged 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 payee, and the time limit of performance.

6.1.14. A The testing of the execution defined in **Section 6.1.3 c)** shall be made possible by the Issuer in accordance with the Technical documentation of the Acceptor services. The testing of the Acceptor services shall be executed by the Merchant, at its own cost. The Issuer shall not be responsible for the damage caused by the Merchant's failure to execute the testing or by deficient or improper testing.

6.1.15. If the Acceptor services are used, the Merchant shall be obliged to display and publish on the Acceptor's web-based interface the information specified regarding the Acceptor services in the 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. Any deviation from this provision is only allowed based on the Issuer's prior approval. The Issuer may check at any time whether the User complies with this obligation.

6.1.16. The Issuer shall be entitled to indicate in its marketing (in particular but not limited to the Barion website, presentations, flyers, quotes, tenders) and other materials (in particular but not limited to the Barion web and mobile application, catalogue of Barion Acceptors) the Merchant with its name, logo, profile image uploaded to the Barion system, website URL, product category and short description as a Merchant that accepts Barion E-money payment.

6.1.17. The Issuer may check at any time whether the data disclosed to the Issuer by the Merchant actually matches the real data of the Acceptor and the Merchant. The Issuer shall be entitled to monitor the turnover the Merchant has through the Acceptor services and in the case of unauthorised E-money transactions or unauthorised Acceptor activity, to suspend the Acceptor and/or the Acceptor services partially or entirely, or to terminate the Acceptor services (termination of an Acceptor) and/or the Contract with immediate effect.

6.1.18. The Issuer shall not be responsible for the legality of the activity executed 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 shall be obliged to execute legitimate 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 shall be obliged to accept such payment regardless of the value of the purchase and it may not charge the Customer any fees, commission or other costs for the payment, not even by integrating these in the price of the goods or services. If the Merchant violates this provision, the Issuer shall be entitled to suspend the Acceptor services, or to terminate the Acceptor, the Acceptor services 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 shall 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 shall be entitled to terminate the Acceptor services for any or all of its Acceptors through the Barion wallet with immediate effect without specifying the reason (termination of an Acceptor).

6.1.23. The Issuer shall be entitled to terminate the Acceptor services (termination of an Acceptor) and/or the Contract with immediate effect if

a) the Merchant executes at the Acceptor or as a merchant illegal activities or activities that violate this Contract, including but not limited to trade in 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 Customer complaints regarding the products or the services sold, 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 not appropriate according to the Issuer or if it otherwise does not meet the requirements set by the Issuer; the Merchant does not fulfil the collateral type terms and conditions set forth or revised 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 through Acceptor services which are suspected of abuse or otherwise suspicious or 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 shall not affect any other E-money services existing between the Merchant and the Issuer.

6.1.25. The Acceptor and the Acceptor services shall 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 by the Customer or other parties affected by fee payment through the Internet

a) via top-up by bank card or

b) by E-money from an existing Barion balance or

c) bank transfer from an account kept by an other payment service provider.

6.2.2. A Payment methods through the Barion Smart Gateway:

a) Purchase: the Customer executes a Sending money transaction through the Barion Smart Gateway to the Merchant in accordance with a Purchase transaction as per **Section 10.6.** The Issuer shall 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 shall send an electronic confirmation on the settlement immediately to both parties.

b) Reservation: through the Barion Smart Gateway, the Customer executes a Sending money transaction to the Merchant or the Seller in a way that the amount of the Sending money transaction is Reserved as per **Section 10.7.** and the Sending money transaction is only executed as per **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 executes 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 shall be entitled to debit the Customer's Barion account on the basis of the Merchant's instruction.

d) Sharing Economy extras: through the Barion Smart Gateway, the Customer executes a Sending money transaction to the Seller(s) 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 shall debit 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 shall credit these amounts to the payee'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 shall be determined by the Facilitator. Reservation and Recurring payment as defined in **Section 6.2.2.b) - c)** may be applied together with this payment method.

e) e) Bank card acceptance: the execution of any of the means of payment specified in **Section 6.2.2.a) - b) - c) - 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 as per **Section 8.7. pont** In this case, the E-money payments Issued under the Top-up shall be executed 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 and it always relates to a payment made earlier via the Barion Smart Gateway. There are two possible ways of Refund:

1. at the request of the Merchant or the Seller, in the case of an E-money transaction made through the Barion Smart Gateway by the Customer, in which the Merchant or the Seller was a payee: the amount of such E-money transaction is entirely or partly returned to the Customer's Barion account. In this case, a Sending money transaction as per **Section 10.5.** shall be executed 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. at the request of the Merchant or the Seller, in the case of a bank card Top-up transaction made as per Section **8.7.** by the Customer 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, a Withdrawal transaction as per **Section 9.7.** shall be executed 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 time limit they have specified.

g) Bank transfer: the Customer pays the Merchant or Seller for the goods or services by bank transfer from an existing bank account kept by a payment service provider other than the Issuer - using the payment service povider's own online interface. In this case, the payment is a bank transfer Top-up transaction made as per **Section 8.7.** the Customer to the benefit of the Merchant or the Seller. The Issuer shall settle the amount in e-money paid by the Customer to the Merchant or Seller on the Merchant's / Seller's Barion account after the amount is available for the Issuer. The Issuer shall send an electronic confirmation on the settlement immediately to both parties. This settlement period may differ for each payment service provider, which is listed in the List of Conditions. The transfer is not made in the Barion system, not carried out by the Issuer, but the Barion Smart Gateway directs the Customer to the online banking interface of Customer's payment service provider.

6.2.3. Third Party Services

Acceptance of Bankcard payment as per section **Section 6.2.2. e)** and Bankstansfer as per **Section 6.2.2. g)** ay be executed via Third Party Payment Services available in the Barion Smart Gateway, independent of the Issuer. Third Party Payment Services shall be provided by the Third Party in accordance with its own terms and conditions and such services are not part of the

Services provided by the Issuer. The current list of Third Party Services and the link to the terms and conditions prescribed by the Third Party are available here: https://www.barion.com/en/legal-information/

By selecting and using the Barion Smart Gateway services, the Merchant expressly confirms and declares that it intends to use the Third Party Payment Services available in the Barion Smart Gateway, it acknowledges the contractual and other terms and conditions prescribed by the Third Party and it accepts them by using the Barion Smart Gateway services.

The Merchant expressly acknowledges if the Merchant breaches the terms and conditions of the Third Party Payment Services, the Issuer is entitled to suspend or to cancel the Third Party PAyment Services available in the BarionSmart Gateway. The Issuer is not a party to the legal relationship between the Merchant and the Third Party. The Issuer shall not be liable for any claims or obligations between the Merchant and a Third Party that arise on the basis of the legal transaction on the services provided by a Third Party as per this section. Any related complaint, objection or claim must be enforced by the Merchant directly against the Third Party Service Provider.

6.2.4. 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 shall be obliged to technically execute the Barion Smart Gateway into the Merchant's cash register in accordance with **Section**, **6.1.3.c)**. In this case, out of the payment methods listed in **Section 6.2.2.** only the payment methods specified in **Section 6.2.2.a), e) és f)** may be used.

7. General Rules of Transaction Orders

7.1. Transaction Orders are 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 other services specified in **Section 7.1 d)** 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 shall 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 shall be entitled to reject without performance those Transaction Orders that do not meet these criteria.

7.4. The User shall specify the data necessary for executing the Transaction Order accurately and unambiguously. Without this, the Issuer shall be entitled to refuse to execute the Transaction Order. The Issuer shall not be obliged to check the accuracy, correctness, possible superfluous multiplication, misleading or otherwise deficient character of the data specified by the User. The Issuer shall not be liable for any damage caused by the performance or non-performance of Transaction Orders containing incorrect data.

7.5. The Issuer shall 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 executing he 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 execute the Transaction Orders, the Transaction Order without Sufficient funds shall not be recorded by the Issuer. Instead, the Issuer shall consider the Transaction Order as not received for performance and, unless otherwise provided by law, it shall notify the User of the fact of the rejection and, unless it is prohibited by law and if possible, it shall also notify the User of the reason of the rejection and of the procedure to correct the factual errors that have led to the rejection. The Issuer shall 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 shall be executed by the Issuer.

7.6. The Issuer shall always examine whether the User is entitled to give the Transaction Order. The Issuer shall 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 recognised despite the fact that the Issuer showed the due care expected from it. The related costs and losses shall be borne exclusively by the User.

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

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

7.8. The Issuer shall only accept Transaction Orders for the relevant day and shall 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 executing the Transaction Order to the persons involved in the execution 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 shall record the Transaction Orders and their performance. The chronological order of the Transaction Orders received by the Issuer shall be governed the Issuer's records. The User recognises the correctness of the data recorded by the Issuer and also that such data may be used as evidence in the case of a dispute or when evidence is required.

7.11. The Issuer shall 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 the failure of the acceptance, performance or rejection of the Transaction Order, therefore the Issuer may deem such a Transaction Order unissued. For this reason, in this case, as part of its obligation to mitigate losses, the User is obliged to indicate to the Issuer that no confirmation was received, or to check the confirmation in the Barion wallet.

7.12. The Issuer shall be entitled to ask questions from the User before the performance of the Transaction Orders regarding the nature/background of the Transaction Order. It shall also be entitled to execute the due diligence of the User as per Section 18. 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 execute the Transaction Order.

7.13. The Issuer may determine Transaction Order thresholds in the List of Conditions for individual Transaction Orders. Beyond the Transaction Order thresholds specified in the List of Conditions, the Issuer shall 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 terrorist financing. However, the Issuer shall not publicly release these internal thresholds for security reasons.

7.14. Transaction Orders cannot be cancelled or modified.

7.15. Before the performance of any other Transaction Orders, the Issuer shall be entitled to correct incorrect debit and credit transactions executed by the Issuer on the Barion account without notifying the User in advance. The Issuer shall 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 shall 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 executed at par value and in the currency of the Top-up.

8.2. The User shall 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 executed 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 bank account). A Top-up transaction by the User shall qualify as an Issuing order made to the Issuer. In the course of the Top-up, the User shall be obliged 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. The Issuer informs the User that in the event that the Top-up is performed by bank transfer and fillér is also transferred to the Issuer, then the Issuer shall perform rounding in the Issuing so that it shall not take the fillér amount into consideration. Accordingly, the Issuer shall Issue the amount of electronic money corresponding to the amount made available to it in HUF and no electronic money shall be issued on the basis of the amount in fillér due to this rounding and the amount in fillér shall be due to the Issuer on the basis of the rounding thereof. Considering that the fillér had been withdrawn from circulation, this provision does not violate the principle of Issuing at par value.

8.5. In case of Top-up by bank card in the event that the bank card is refused by the Acceptor of the Issuer or the Issuer due to the lack of Sufficient funds or any other reason, i.e. no consideration of e-money is made available to the Issuer, the Top-up shall fail and no Issuing shall be performed.

Following the Top-up, the Issuing order given with the Top-up shall be accepted by the

Issuer when the consideration for the E-money is made available to the Issuer and it shall be processed by the Issuer every day between 00:00 and 24:00. The Issuer shall execute its tasks under the accepted Issuing order on the relevant day.

8.6. In the course of Top-up, the Issuer shall 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, in the case of a Top-up that clearly indicates the User's Barion wallet or account, the User specifically and irrevocably requests the Issuer to issue E-money to the User.

8.7. In the case of bank card and bank transfer acceptance through the Barion Smart Gateway service, the Top-up is executed by a third party other than the User, which means that in this case the User and the person executing 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, in the case of a Top-up that clearly indicates the User's Barion account, the User specifically and irrevocably requests the Issuer to issue E-money to the User.

In case the User inisiating the Top up by bank card or bank transfer via the Barion Smart Gateway already has a Barion wallet, the Issuer connects these top ups to the User's Barion wallet and these Top ups will be displayed in the User's Barion account History.

8.8. 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 shall issue E-money for the User and it shall create and keep it on the User's Barion account. In this case, the Top-up is successful.

8.9. E-money issuing shall only be executed in the case of a successful Top-up. The Issuer may and shall be obliged to issue E-money only after the consideration for the E-money is received by the Issuer.

8.10. 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 non-existent or cannot be clearly identified, the Issuer shall not issue E-money for the User. In this case, the Top-up is unsuccessful and no E-money is issued.

8.11. The Issuer shall be entitled to charge a fee as defined in the List of Conditions for Top-ups (including bank card and bank transfer acceptance through the Barion Smart Gateway) regardless of whether or not it is successful.

8.12. In the course of an unsuccessful Top-up, after deducting its fees payable in the case of a Top-up, the Issuer shall 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 shall be repaid to the person making the payment. In this case, the Issuer shall 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 is not available, the amount shall be taken into responsible custody until clear identification of the payer. The responsible custody is established without the obligation to pay interest. The Issuer shall be entitled to charge a fee as specified in the List of Conditions for the custody.

8.13. In the case of a successful Top-up, the Issuer is entitled to deduct the costs thereof from the E-money issued on the Barion account of the User 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.

8.14. Chargeback claims:

8.14.1. 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, the card acquirer of the Issuer or any other person uses a chargeback against the Issuer, i.e. it refuses to pay this consideration for the E-money to the Issuer, withdraws the amount from the Issuer either temporarily or permanently or otherwise requires the Issuer to pay it back, or threatens to do any of the above, the Issuer shall be entitled to withdraw from circulation the E-money based on this Top-up as E-money issued without consideration or temporarily suspend the User's right of disposal over such amount of e-money or refuse the Withdrawal Order for such amount until the final inspection of the Chargeback claim and to withhold such amount.

8.14.2. The User – both the Customer performing bank card Top-up and the Merchant – shall be obliged to cooperate with the Issuer in inspecting the Chargeback claim. Upon request of the Issuer, both the Customer performing bank card Top-up and the Merchant shall be obliged to forthwith provide the Issuer with any document and information requested from the Issuer by the card company or issuer of the bank card, the acquirer partner of the Issuer or any other person entitled for chargeback, so that the Issuer can fulfil such request. Taking this into consideration, the User as the Customer the bank card Top-up expressly authorises the Issuer to obtain the information and documents from the Merchant required for the inspection of the Chargeback claim in relation to the bank card Top-up initiated by it on the website of the Merchant including the data of the purchase constituting the basis of the Top-up and that the Merchant transfers such information to the Issuer in order to successfully inspect the Chargeback claim. Both the Customer performing the bank card Top-up and the Merchant accept that the Issuer shall be entitled to forward such information and documents and any other information otherwise available to the Issuer in relation to the bank card Top-up to the card company, the issuer of the bank card and the acquirer partner of the Issuer or any other person performing chargeback in order to successfully inspect the Chargeback claim. The Issuer hereby informs the User that all data transfer specified in the present section is the legitimate interest of the Issuer and the Merchant in order to avoid unfounded chargeback claims, be able to defend themselves against such claims, and to avoid any related financial losses.

8.14.3. Chargeback shall otherwise be governed by the provisions of the policies of the card company, the issuer of the bank card and acquirer partner of the Issuer or any other person entitled for chargeback; the Issuer shall act accordingly in relation with the withdrawal of e-money from circulation, suspension of right of disposal over e-money and refusal of the Withdrawal order and the Issuer shall be entitled to withdraw e-money from circulation, suspend right of disposal over e-money and reject the Withdrawal order for the same period of time and under the same terms and conditions as such Chargeback claims.

8.14.4. Costs related to the withdrawal of e-money from circulation, suspension of right of disposal over e-money and refusal of a Withdrawal order shall be borne by the User holding such e-money and/or involved in the bank card Top-up; furthermore the Issuer hereby excludes any liability for damages arising in connection with the withdrawal of e-money from circulation, suspension of right of disposal over e-money and refusal of a Withdrawal order. Provisions set forth in **Section 13**. shall be applicable upon withdrawal of e-money from circulation, suspension of right of disposal over e-money and refusal of a Withdrawal order.

9. Withdrawal

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

9.2. In the Withdrawal order, the User shall be obliged 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. In lack of such data, the Issuer shall be entitled to refuse to accept the Withdrawal order. The currency of the Withdrawal order may only be the currency of the affected Barion account.

9.3. The Issuer shall only perform the Withdrawal 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 executing the Transaction 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 shall withdraw the E-money specified in the Transaction Order from the User's Barion account. The consideration for such withdrawn E-money shall 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 shall 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 shall 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 or they are deficient or on the basis of the disclosed data the transfer cannot be executed for any other reason or the transferred amount is returned by any payment service provider involved in the transaction to the Issuer, the Issuer shall credit an E-money amount corresponding to the thus remaining amount of the withdrawn consideration for the E-money to the User's Barion account. In this case, Withdrawal is unsuccessful. If the User's Contract terminates in the meantime, the thus remaining amount shall be in the responsible custody of the Issuer and the Issuer shall notify the User of this. The responsible custody is established without the obligation to pay interest. The Issuer shall be entitled to charge a fee as specified in the List of Conditions for the custody.

9.7. In the case of a bank card Top-up through the Barion Smart Gateway service, 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 shall 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 shall be paid by the Issuer to the bank card holder executing the Top-up and to the particular bank card. In such a case, the User and the person holding the bank card for which the consideration for the E-money is to be paid shall be different.

9.8. The Issuer shall 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 shall only be accepted by the Issuer if they are made electronically, through the Barion wallet. The Issuer shall 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 and 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 executed without a payment account.

10.3. E-money transaction orders shall only be accepted by the Issuer if they are made electronically, in the form required for E-money transactions. The Issuer shall accept, process and execute E-money transaction orders every day from 00:00 to 24:00. The Issuer shall immediately (i.e. on the relevant day) execute the E-money transaction orders it receives on the relevant day, along with the related tasks.

10.4. The User as the paying party expressly agrees to disclose to the payee 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 payee.

10.5. Sending Money

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

10.5.2. An order for Sending money shall be submitted to the Issuer electronically through the Barion wallet by the User as the Payer.

10.5.3. By completing the Sending money order, the Issuer shall credit the amount of E-money specified by the User to the payee's Barion account.

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

10.5.5. If the payee specified by the User does not have a 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 payee for identification purposes, the Issuer shall notify the payee through such contact information that the payee has received E-money from the User. The payee, by clicking on the link for money receiving in the notification, may request the payment of the E-money sent to the payee to the Barion account specified by the payee. If the payee does not order the payment of the E-money amount in accordance with the above within one week from the Issuer's receipt of the Sending money order, the Issuer shall return to the User the E-money amount not taken over by the payee and specified in the Sending money order with the comment "unsuccessful sending money transaction" and it shall credit the amount to the User's Barion account.

In such case the User shall warrant that it provides the electronic contact of the payee to the Issuer lawfully and it has the consent of the payee for that.

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 holder and paying party instructs the Issuer to transfer to the Merchant as a payee the consideration for the goods and

services sold by the Merchant and settle the transaction from the E-money amount held by the User.

10.6.2. In the course of the Purchase transaction, the Customer shall initiate the payment order through the Acceptor services available through the Acceptor's or the Merchant's Internet site, mobile application or, in the case specified in **Section 6.2.3.,** a mobile proximity device, or on the Barion Smart Gateway. The Customer shall be identified through the User ID and the Password or the User ID and by using Strong Customer Authentication and the Customer shall also authorise the Purchase order in this way.

10.6.3. The Issuer shall 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 holder and paying party hereby authorises and engages the Issuer to execute the Sending money transaction initiated on the Merchant's website from the E-money the User holds to the Merchant or the Seller as a payee 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 execute the Sending money transaction following the receipt of and according to the order given by the Merchant later to the Issuer. Reservation is also possible in the course of an E-money transaction as per **Section 10.9.**

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

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

10.7.4. If the Merchant approves the Sending money transaction, the Issuer shall execute it. Regarding the Reserved amount, it is also possible for the Merchant to only partially approve the Sending money transaction. In this case, the Sending money transaction shall be executed by the Issuer regarding the approved portion of the Sending money transaction while regarding the unapproved part the Reservation shall be released.

10.7.5. If the Reservation is a result of a payment under a bank card Top-up executed in accordance with **Section 6.2.2.e) and 8.7.,** in the course of the Reservation, the rules of **Section 10.7.** shall apply with the following deviation:

The Merchant or the Seller as the holders of the E-money issued on the basis of a bank card Top-up hereby authorise 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 shall 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 shall be locked and the Merchant or the Seller shall not be allowed to dispose over it until the Merchant authorises the Top-up and Issuing transaction or the deadline specified by the Merchant expires without authorisation.

If the Merchant does not authorise the Top-up and Issuing, or the deadline specified by the Merchant expires without authorisation, the Reserved E-money amount shall be withdrawn from the Merchant's or Seller's Barion account by the Issuer. The

consideration for the E-money withdrawn in this way shall be paid by the Issuer to the bank card holder executing the Top-up and to the particular bank card.

If the Merchant approves the Top-up and the Issuing transaction, the Issuer shall release the Reservation. Regarding the Reserved amount, it is also possible for the Merchant to only partially approve a Top-up and Issue transaction. In this case, the Reservation shall 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 shall 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 shall be paid by the Issuer to the bank card holder executing the Top-up and to the particular bank card.

10.7.6. The Issuer shall not be obliged or entitled to check the legality or the content of the authorisation 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 execution of the authorisation given by the Merchant.

10.8. Recurring Payment

10.8.1. The Customer as the E-money holder and paying party hereby authorises and engages the Issuer to execute the Sending money transaction initiated on the Merchant's website from the E-money the User holds to the Merchant or the Seller as a payee in a way that, after the Sending money transaction specified by the Merchant as a recurring payment on the first occasion, the Issuer shall be obliged to debit the Customer's Barion account on the basis of the Merchant's instructions and execute 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 as per **Section 10.9**.

10.8.2. If the Recurring payment is a result of a payment under a bank card Top-up executed in accordance with **Section 6.2.2.e) and 8.7.** Section 8.7., in the course of the Recurring payment, the rules of **Section 10.8.** shall apply with the following deviation:

The User as the Customer executing the bank card Top-up hereby authorises and engages the Issuer to execute the bank card Top-up transaction initiated on the Merchant's website to the Merchant or the Seller as the payee of the Top-up and the holder 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 shall be obliged to debit the Customer's bank card affected by the Top-up on the basis of the Merchant's order and execute the Top-up transaction to the debit of the Customer's bank card affected by the Top-up accordingly.

The Customer hereby authorises 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 shall not be obliged or entitled 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 execution of the instruction given by the Merchant.

10.9. Sharing economy Extras

10.9.1. The Customer as the payer and as the E-money holder shall authorise the Issuer to execute the Sending money transaction initiated by the Customer on the Facilitator's website to the benefit of the Seller(s) as the payee/payees on the basis of the instruction given by the Facilitator to the Issuer. If payment is made to more than one Seller, the

distribution of the Sending money transaction amounts between the Sellers and the proportion of money credited to their Barion accounts shall be determined by the Facilitator. The Issuer shall 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 executed in accordance with **Section 6.2.2.e) and 8.7.,** the Sending money transaction and its amount shall be understood as a bank card based Top-up and Issuing and the relevant amount.

10.9.2. The Seller as the holder of the E-money and the payee hereby authorises 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 Seller on the Facilitator's website has been credited to the Seller's Barion account. If the payment is made to more than one Contributor, the distribution of the Sending money transaction's amount between the Contributors and the proportion of money credited to their Barion accounts may be determined by the Facilitator, and the Issuer shall be obliged 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 shall execute the Facilitator's Sending money transactions under this Section to the Contributors on the basis of the Seller's authorisation under this Section and according to the Facilitator's instructions. The legal ground and legality of the amounts specified by the Facilitator shall not be examined. These amounts shall be set by the Facilitator; the Issuer shall not be responsible for the amounts or their legality. The Issuer shall not be a party to the legal relationship between the Seller, the Facilitator and the Contributor. The Issuer shall 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 shall not be obliged or entitled 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 execution of the instruction given by the Merchant.

10.10. Services provided by third parties

If the Customer executes e-money transactions as per **Section 10.6 - 10.10.** using the Barion Smart Gateway in such a way that they are the result of a payment under a bank card Top-up as per the given section, then the bank card Top-up as per **Section 8.7.** may be executed via a payment service provided by a Third Party independent of the Issuer available in the Barion Smart Gateway. The Payment Services provided by the Third Party shall be provided by the Third Party in accordance with its own terms and conditions and these services are not part of the Services provided by the Issuer. The current list of Third

Party Services and the link to the terms and conditions prescribed by the Third Party are available here: https://www.barion.com/en/legal-information/

By selecting and using the Third Party Payment Service available in the Barion Smart Gateway as payment method, the Customer expressly confirms and declares that he/she acknowledges and accepts the contractual and other terms and conditions prescribed by the Third Party.

The Issuer is not a party to the legal relationship between the Customer and the Third Party. The Issuer shall not be liable for any claims or obligations between the Customer and a Third Party that arise on the basis of the legal transaction on the services provided by a Third Party as per this section. Any related complaint, objection or claim must be enforced by the Customer directly against the Third Party Service Provider.

11. Consideration

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

11.2. For the E-money services, the Issuer shall be entitled to charge the fees, commissions and other costs as defined in the List of Conditions as in effect at any given time. These fees, commissions and other costs shall become due immediately unless a different due date is specified in the List of Conditions. The Issuer shall charge the User for the fee, commission and other costs simultaneously with the performance of the given Transaction Order or Service. The fee, commission and other costs shall be debited to the E-money on the Barion account or, if it follows from the type of Service (e.g. responsible custody), it shall be debited to the money handled by the Issuer to the benefit of the User.

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

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

11.5. The Issuer shall be entitled 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 shall be entitled to involve and use third parties in the course of asserting 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, Strong Customer Authentication, Blocking by the User

12.1. The User ID is a personal identifier which, along with the Password or the use of Strong Customer Authentication, is necessary to identify the User clearly and individually. The Issuer shall 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. The User ID shall be determined by the Customer at the time of concluding the Contract.

12.2. The Password is a personal and secret identifier which may not be disclosed to others 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.

12.3. The User shall be obliged to specify a Password that is at least 8 characters long and includes at least one number. The User is obliged to choose a secure Password. The Password shall 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 shall be liable for any damage arising out of a non-secure Password choice. The Password shall be determined by the Customer at the time of concluding the Contract.

12.4. The User is obliged to handle the Password confidentially and securely and the User may not disclose it to third parties. The User shall take all necessary measures with due care in order to prevent the disclosure of the Password to third parties. The User shall be responsible for the secure retention of the Password and for its proper and lawful use, and the User shall be obliged to act with due care 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 shall 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 shall also be obliged to ensure that no unauthorised person may have access to the Password during the use of the Service. If an unauthorised person uses the E-money service with the User's Password, until proven to the contrary, the Parties shall consider that the unauthorised person's access to the Password has been exclusively the result of the User's wilful or grossly negligent breach of Contract, and the damage shall be borne by the User

12.5. 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 mobile application, may, at the User's discretion, log in to the Barion wallet without entering

- with a PIN code, or
- through fingerprint or face recognition security, or
- without giving any other individual identifier.

The PIN code is a personal and secret identifier which may not be disclosed to others 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 shall apply to the handling of the PIN code and to keeping it secure.

Fingerprint or face recognition security is required for the unambiguous identification of the User in the course of logging in the Barion mobile application. Fingerprint or face recognition security may be used if the device used by the User allows for that. Fingerprint or face recognition security is performed by the operation system of the device so the fingerprint or face image is not transferred to, processed or stored by the Issuer.

12.6. Regardless of whether the User uses one of the unique identifiers specified in **Section 12.5.** to log in to the Barion mobile application 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.

12.7. If the Customer forgets the Password, he/she may apply for a new Password on the Issuer's website after the Customer has been identified as required by the Issuer.

12.8. Strong Customer Authentication is performed through the Barion mobile application downloaded to the mobile phone designated by the Customer by assigning the mobile phone as an authentication device to the Customer's Barion account. When using Strong Customer Authentication, the Customer accesses his/her Barion account or uses a Service by approving a notification in the Barion mobile application instead of a Password, which means that biometric identification or PIN is used instead of a Password via the mobile phone in the Customer's possession. In the case of Strong Authentication, the Customer is therefore identified using the User ID and Strong Authentication. The mobile phone as the authentication device is chosen by the Customer after the conclusion of the Contract.

12.9. The Customer may install the Barion Mobile Application only on a mobile phone that is in his/her possession and possession at all times and, in addition, contains only his/her biometric identifier (fingerprint, facial image). The Customer acknowledges that in the event of a breach of these rules, the Customer may suffer financial loss, in particular, the Customer may be able to log in to the Barion Wallet and approve E-money transactions by any person whose biometric identifier is stored on the Customer's mobile phone. In order to use Barion Mobile Application and Strong Customer Authentication, the Customer is required to provide and use the mobile phone in his/her own use and possession at all times, given that between him/her and the Issuer, this mobile phone also performs the Strong Customer Authentication function.

The Customer shall immediately report to the Issuer any loss, theft or removal from the Customer's possession/use, even for a temporary period, of the mobile phone used for the use of Strong Authentication, by cancelling the authentication mode, in order to prevent any possible misuse.

12.10. The Issuer shall execute the transactions initiated and Services used with the simultaneous entering of the User ID and the Password or the entry of the User ID and the use of Strong Customer Authentication as instructions given by the User. The User shall 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 or through the entry of the User ID and the use of Strong Customer Authentication. Any act of disposal or use of Service initiated with the joint use of the User’s User ID and Password or the entry of the User ID and the use of Strong Customer Authentication shall 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 or the entry of the User ID and the use of Strong Customer Authentication shall qualify as an authorisation by the User. In this case, the Issuer shall not examine the circumstances of use of the Service or the instruction and whether the Password and the User ID or the entry of the User ID and the use of Strong Customer Authentication have been used legitimately. Liability for any damage resulting from unauthorised use shall be borne by the User, except for the cases specified **in Sections 14.3. and 14.5.**

12.11. In the User’s own interest, the User shall be obliged to regularly monitor the Transaction Orders and acts of disposal executed in the Barion wallet and check the statement, and if the User sees any irregularity or unauthorised access, the User shall be obliged to notify the Issuer and initiate the blocking of the access.

12.12. The User shall be obliged to 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 unauthorised third parties or if a non-authorised Transaction Order has been initiated with the Password or by Strong Customer Authentication, 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 obliged to initiate the blocking of the Password with the Issuer in accordance with **Section 12.13**.

12.13. The Issuer shall ensure that the Password and the mobile phone used for Strong Customer Authentication, and in this way all Services, can be blocked at any time. The Issuer shall provide different channels for disabling Password and Strong Customer Authentication for mobile phones, due to their nature:

a) the Barion wallet, or

b) the Issuer's hotline

The User shall be obliged to submit a blocking notification on these channels. After blocking, the Issuer shall no longer execute E-money transactions on the basis of Transaction Orders made with the Password or the use of Strong Customer Authentication.

12.14. The time of notification of the blocking request shall be the time when the request is registered by the Issuer.

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

12.16. The Issuer shall be entitled 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 entitled User (e.g. the User discloses identification data incorrectly). The Issuer shall examine, with due care that can be expected in the given circumstances, the identity of the person making the notification and whether this person shall be entitled to make this notification. If it is proven that the notification was made by a person not entitled to the notification, the Issuer shall 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.

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

12.18. 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 entitled to charge a fee for other certificates.

13. Suspension of the User's Right of Disposal, Blocking by the Issuer, Withdrawal the E-money from Circulation

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

a) 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 fulfil its reporting obligation specified by law, by an authority's requirement or by the Issuer in the Contract regarding changes in the User's data or regarding other subject,

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) the User has breached 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 as per **Section 12.12.**,

g) the suspicion of money laundering, terrorist 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) a Chargeback claim as per Section 8.14. is made regarding the Acceptor services or such claim is threatening, until such Chargeback claim is inspected and completely closed,

i) 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,

j) 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,

k) 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 constitute fraud, or a suspicion of unauthorised or fraudulent use of the Password, the mobile device used for Strong Customer Authentication, the Barion account or the Barion wallet or the Acceptor services or any other Services arises, the Issuer may block the Password and/or the mobile device used for Strong Customer Authentication, and/or the Service immediately in accordance with **Section 13.1.** Regardless of 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 withdraw 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 executed with the E-money including the fraud or other misuse with bank cards in case of bank card payment or Top-up.

13.3. In the cases of **Sections 13.1. d), g), h) and i)** under the suspension and rejection of Transaction Orders the Issuer shall also be entitled to lock or reserve the e-money amount available on the User's Barion account up to the amount involved in the breach of obligation, suspicion or Chargeback claim in order to cover expected financial claims arising from breach of obligation, suspicion or Chargeback claim including potential future losses, and to completely suspend the User's right of disposal in terms of such amount. Thus the reserved amount of e-money shall be taken out of the unlimited disposal of the Use.

In the event the amount covering the total amount of the expected financial claim is not available on the Barion account of the User, the Issuer shall also be entitled to reserve partial amounts. In the event that the total amount required for the reservation is not available on the User's Barion account and therefore the Issuer was unable to reserve the amount of the expected financial claim

or was able to reserve only a part of it, the User shall be obliged to place the total amount of the expected financial claim on their Barion account for an appropriate collateral and reservation within 2 workdays of the relevant notice of the Issuer. In the event that the User fails to fulfil this obligation, it shall qualify as gross breach of contract and the Issuer shall be entitled to exercise its rights as per **Section 21**.

In the event that the breach of obligation is terminated or the inspection thereof is closed or if the suspicion or Chargeback claim is terminated or the inspection thereof is closed and on the basis thereof the Issuer has no financial claim to the User including the indemnification for damages, the Issuer shall release the reservation. In the event that the breach of obligation is terminated or the inspection thereof is closed or if the suspicion or Chargeback claim is terminated or the inspection thereof is closed and on the basis thereof the Issuer has a financial claim to the User including the indemnification for damages, the Issuer shall acquire the amount of e-money under reservation up to the amount of its financial claim and debit the Barion account of the User by such amount and it shall release the reservation of the remaining amount.

13.4. If the Password or the mobile device used for Strong Customer Authentication, is blocked, the Service is suspended or the E-money is withdrawn from circulation, blocked or debited to the account, the Issuer, simultaneously with the blocking, the suspension, the withdrawal from circulation, the locking or the debiting or without delay after these events, shall notify the User of the fact of the blocking, the suspension, the withdrawal from circulation, the locking or the debiting and of the reasons of the measure. The Issuer shall be not be bound by the obligation to provide information if fulfilling the obligation would jeopardise the security of the Issuer's operation or is prohibited by law. If the reason of the blocking, suspension, withdrawal from circulation, locking or debit no longer exists or the suspicion proves to be unfounded, the Issuer shall cancel the blocking, suspension, E-money locking or debit it has initiated or it shall issue a new Password for the User or it shall re-issue the E-money into circulation.

13.5. The costs related to blocking, suspension or withdrawing E-money from circulation under this **Section 13.** shall be borne by the User. Also, the Issuer hereby excludes liability for any damage caused by the blocking, suspension, withdrawal of the E-money from circulation, locking and debit.

14. Liability

14.1. The User shall be obliged 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 shall 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 shall be entitled to initiate with the Issuer the correction of an E-money transaction that was unauthorised or that was authorised but incorrectly executed by the Issuer.

The User shall send the request for correction electronically through the Issuer's website or the Barion wallet. At the request of the Issuer, the User shall be obliged to make supporting documents and other evidence available to the Issuer regarding the request. The Issuer shall 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, within 15 days from the receipt of the Issuer's

demand, the Issuer shall be entitled to reject the request without examining on the merits or taking action.

If the Issuer accepts the User's request for correction, it shall 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 unauthorised (excluding unauthorised use of the Password, or use of a Password that the User has lost possession of or that has been stolen) or has been authorised but executed incorrectly, the Issuer, possibly through certification in the given case, shall be obliged 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 unauthorised E-money transactions that have been executed with a Password or with the mobile device designated as the authentication device for Strong Customer Authentication, that the User has lost possession of or that has been stolen from the User, or that are a result of unauthorised Password use orthe use of the mobile device designated as the authentication device for Strong Customer Authentication, the User shall bear the loss up to the amount equivalent to HUF 15,000 before the notification or blocking as per **Section 12.13.** occurs regarding the loss of possession, stealing or unauthorised use. The User shall be liable exclusively for any damage caused by any late blocking or notification as per **Section 12.13.**

14.4. The Issuer reserves the right to initiate proceedings against the User, if the User or another person with the User's knowledge abuses the Password or the Barion system.

14.5. The User shall not be liable if

a) the theft, loss of possession or unauthorised use of the Password or the mobile device designated as the authentication device for Strong Customer Authentication could not have been detected by the Customer prior to the execution of the Transaction Order,

b) the damage was caused by the act or omission of an employee, payment intermediary, branch or outsourced activity of the Issuer,

(c) the Issuer does not require Strong Customer Authentication,

(d) the damage was caused by a personalised procedure, which is a cash substitute payment instrument, using an information technology or telecommunication device or by using the cash substitute payment instrument without personal security features such as a personal identification code (password, PIN, Strong Authentication) or other code; or

e) if the Issuer has failed to fulfil the obligation of providing the User with the opportunity of notification as per **Section 12.13.**

14.6. The Issuer shall not be responsible if it can prove that the damage arising in connection with the unauthorised E-money transaction has been caused by the User's fraudulent conduct or that the damage is a result of the User's willful or grossly negligent violation of the User's notification obligations. The Issuer shall be exempted from liability if it can prove that the damage is a result of the wilful 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 as per **Section 12.12.** the Issuer shall bear the losses caused by such unauthorised E-money transactions that have been executed with a Password that the User has lost possession of or that has been stolen from the User, or that are a result of unauthorised Password use.

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

14.9. The Issuer shall 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 shall not be responsible for any 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 transmission systems or postal services.

14.11. The Issuer shall not be responsible for any 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 shall not be liable for any damage resulting from the above even if these factors result in the Issuer temporarily cancelling or limiting the Service.

14.12. The Issuer shall 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 execution 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 executed through the use of a unique identifier (e.g. a User ID or a payment account number), the Transaction Order shall be considered performed regarding the payee specified through the unique identifier. The Issuer shall 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 shall be responsible for the performance of the Transaction Order as indicated through the unique identifier.

14.15. The Issuer shall 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 shall be entitled to charge an extra fee as defined in the List of Conditions.

14.16. If the E-money transaction has been initiated by the User as the Payer, the Issuer shall be responsible for the deficient performance of the E-money transaction. If the Issuer is liable, it shall be obliged to forthwith return 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)..

14.17. If the User is the payee of an E-money transaction, the Issuer shall be obliged to immediately make available to the User as a payee the amount of the E-money transaction and credit it to the User's Barion account.

14.18. At the request of the User as the paying party - regardless of the liability for non-performance or deficient performance of the E-money transaction - the Issuer shall be obliged to act with due care 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..

14.19. The Issuer shall be exempted from liability if it can prove that its failure to fulfil an obligation related to the execution of the Service, the authorisation 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 and contact is equivalent to the language of concluding the contract selected upon registration from the languages listed there.

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 shall be delivered to the User initiating the conclusion of the Contract by the Issuer in the form of a durable medium. The Issuer shall 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 shall 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 shall inform the User about the completion of the individual E-money transactions through publishing the General Terms and Conditions and the List of Conditions 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 shall provide information 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 from 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 as follows:

a) Barion account balance statement shall be provided to the User once per month on a durable medium,

b) immediately following the performance of the Transaction Order electronically through 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 get information about the exact amount of the E-money available on the Barion account through the Barion wallet and the User may check the same at any time through the Barion wallet.

15.3.3. If the User is a Consumer, at the User's request, the Issuer shall send the monthly Barion account statement as defined in **Section 15.3.1.a)** once per month in paper form (instead of on a durable medium) 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 shall be obliged to cooperate within the framework of their contractual relationships and they shall be obliged to take each other's interests into account. The Parties shall cooperate at the time of concluding the Contract and during the term of the Contract, and they shall take each other's legitimate interests into account.

The Parties are obliged 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 seat: H-1117 Budapest, Irinyi József utca 4-20. 2. emelet., Hungary
c) Hotline: +36 1 464 7099
d) 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 shall 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 or when the other Party receives it,
b) in the case of postal delivery, the message shall 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 shall 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 shall 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 shall not be liable for any damage caused by any failure to hand over the notifications.

15.10. The Issuer shall 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 shall 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 shall 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 shall make available its User Complaint Handling Policy at its registered address and on its website.

16. Data Reporting

16.1. The User shall be obliged 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 execute the correction, the Issuer may, at its own discretion, refuse to conclude the Contract and/or provide the service, and/or it may terminate any service provided to the User or this Contract with immediate effect.

16.3. The User shall be obliged 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 shall 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 on the basis of official documents in the course of the User due diligence as per **Section 18**., including the statement on the beneficial owner, the User shall be obliged to modify the data personally in addition to presenting the supporting documents

16.5. The Issuer shall be entitled to check the accuracy of the data supplied 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 provided by the User are untrue, the Issuer may suspend the Service or, at its discretion, 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 obliged to indentify the Issuer for any damage suffered by the Issuer as a result.

17. Data Processing and Data Protection

17.1. The Issuer and the User shall be obliged 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 shall 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 and their contracts with the Issuer that the Issuer knows of 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 shall handle it as a Payment secret in accordance with the applicable legal regulations, and it shall only release the data specified by law and to persons specified by law, or to persons specified in a power of attorney issued by the

User in the form of a public deed or a private document of full probative force and which accurately determines the scope of data to be disclosed. It is not necessary to use a public deed or a private document of full probative force if the User provides the authorisation in the form of a contract concluded with the Issuer.

17.4. The Issuer and the User shall be obliged to handle as business secret and retain 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 unauthorised 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 shall process the personal data of the User in compliance with the data protection regulations in force at all times, i.e. the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and Act CXII of 2011 on the Right to Informational Self-determination and Freedom of Information. The Issuer shall give information about the details of data handling to the User in the publicly available Privacy Notice and Cookie Notice.

17.6. By initiating the conclusion of this Contract and by concluding the Contract, the User acknowledges and agrees that the Issuer, in compliance with the provisions of the Privacy Notice and the Cookie Notice, may record, handle, process and transfer in the course of preparing, concluding and performing the Contract the User's personal data disclosed to the Issuer.

17.7. The Organisational User expressly agrees and acknowledges that the Issuer may use third parties performing data processing or outsourced activities, as well as electronic money distributors in order to perform the Contract, provide E-money services and perform its internal work processes or meet its legal obligations, and that, in this connection, the Issuer shall transfer to these parties the personal data and payment secrets available to the Issuer. The list and activity of third parties performing data processing or outsourced activities, as well as that of the electronic money distributors shall be published on the website of the Issuer at all times. The Privacy Notice and the Cookie Notice available on the website of the Issuer contain detailed information on the transfer of personal data.

17.8. The Private Individual User expressly accepts that the Issuer may use third parties performing data processing or outsourced activities, as well as electronic money distributors in order to perform the Contract, provide E-money services and perform its internal work processes or meet its legal obligations, and that, in this connection, the Issuer shall transfer to these parties the personal data and payment secrets available to the Issuer. Regarding the data transfer under this Section, the Private Individual expressly agrees to the transfer of their data qualifying as payment secret. The list and activity of third parties performing data processing or outsourced activities, as well as that of the electronic money distributors shall be published on the website of the Issuer at all times. The Privacy Notice and the Cookie Notice available on the website of the Issuer contain detailed information on the transfer of personal data.

17.9. The User acknowledges and, by using the Service, accepts that their data qualifying as personal and/or payment data available to the Issuer shall be transferred by the Issuer to the extent required for the performance of the Contract or the provision of E-money services – in particular for the processing, accounting and performing of acceptance of bank cards, Top-up by bank card, any Chargeback claims and Refund claims related to

these, as well as Withdrawal – to the credit institution holding the Issuer's relevant escrow account, as well as the bank card issuer or bank card company.

17.10. If the User provides the Issuer with the data of a third person, the User shall guarantee that it is performed legally and it has the consent of the person involved if necessary. The User shall be obliged to compensate the Issuer for any damage arising from this.

17.11. 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 notarised copies shall be provided of the documents, except for documents sent by electronic means.

18. User Due Diligence

18.1. Upon establishing the Contract and during the provision and performance of E-money services the Issuer is obliged to take User due diligence measures including the identification of the User and continuously monitor and analyse the business relationship under the legislation on the prevention and combating of money-laundering in force at all times (hereinafter referred to as Money Laundering Regulations)..

18.2. 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.

18.3. The Issuer shall inform the User about its User identification process under the Money Laundering Regulations in force at all times as well as the obligation borne by the User in relation with this – including obligations of data supply, declaration, presentation of documents, obligation to attend in person – in the information notice published on the website of the Issuer. In the event that the User fails to fulfil its obligations set forth therein, the Issuer shall be entitled to refuse to conclude the Contract or, in case of an already existing Contract, to refuse to perform the given Transaction Order or Service, or to terminate the already existing Contract by immidiate effect..

18.4. Following the conclusion of the Contract, during the existence thereof, User identification may be performed several times and at various levels if the conditions set forth by law and included in the relevant information notice disclosed on the website of the Issuer are met (e.g. certain amounts are reached).

18.5. The Issuer shall use and process the data obtained during the user identification process for the purpose of performing the Contract and the Services.

19. Maintenance, troubleshooting and improvement of Barion

19.1. The Issuer reserves the right to maintain and improve the Barion system 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 shall 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 shall 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 shall 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 maintenance or improvement takes place for a reason and in a manner that could not be scheduled in advance, the Issuer shall 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 shall be made available through the Barion wallet and the Issuer's website, if possible.

19.5. The Issuer shall 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 holding 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 unfavourable to the User if the Issuer introduces a new service and a related new fee, provided that the User is not obliged to use the new service or the amendment to the conditions is only applicable to new users or new 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 shall notify the User of any unilateral amendment by the Issuer to these General Terms and Conditions and the List of Conditions detrimental or unfavourable 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 also on a durable medium.

20.8. The Issuer shall 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 unfavourable 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 working 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 working day preceding the entry into force of the amendment, the amended conditions shall be deemed to have been accepted by the User.

21. Termination of the Contract

21.1. The Contract shall terminate:

a) by the Parties' mutual agreement at the time specified by the Parties,

b) by termination notice 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 Organisation's dissolution without succession in the case of Organisational 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 executed, the User may only exercise the right of termination after the fulfilment 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 fourteen 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 Contract 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, terrorist 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 Use,

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 promotions 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 shall expire, all the amounts owed to the Issuer by the User shall 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, shall not cause the Parties' settlement and payment obligations to terminate.

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

a) the Issuer shall make the consideration for the withdrawn E-money available to the User,

b) the User shall pay the amounts owed to the Issuer.

21.11. Upon the termination of the Contract for any reason whatsoever, the Issuer shall automatically withdraw the full amount of E-money available in the Barion account without the User's specific request in accordance with **Secction 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 shall specify the number of a payment account where the Issuer can transfer the consideration for the E-money withdrawn from the terminated 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 executed for any other reason, the Issuer shall hold the available consideration for the withdrawn E-money in responsible custody until the User provides the Issuer with the data necessary to make the payment by transfer. The responsible custody is established without the obligation to pay interest. The Issuer shall be entitled to charge a fee as specified in the List of Conditions for the custody.

21.13. When settling accounts, the Issuer shall pay the consideration for the withdrawn E-money to the User by bank transfer to the payment account specified by the User.

22. Outsourcing and Electronic Money Distribution

22.1. The Issuer hereby informs the User that it uses third party service providers in order to fulfil certain activities under outsourcing in accordance with the legal regulations in force at all times. The current list of these shall be published on the website of the Issuer.

22.2. The Issuer hereby informs the User that the Electronic money distributors published on the Issuer's website shall be used in providing the service.

23. Exercising Rights and Settlement of Disputes

23.1. The Parties shall seek to settle any disputes arising between them amicably through negotiations; failing that, they may apply to the competent court. The National Bank of Hungary (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 conclusion of Contract, its term, legal consequences and termination, or with breach of contract and the 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 are in addition to 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.