

# GENERAL TERMS AND CONDITIONS ON THE SIMPLEPAY SERVICE

16th of April 2018

## Subject of the GTC

1. The present General Terms and Conditions contains the general terms and conditions (hereinafter: **GTC**) of the Merchant's Contract (hereinafter: **Specific Contract**) on the SimplePay Service concluded between OTP Mobile Service Limited Liability Company and the Merchant.

## 2. General data

The operator and provider of the SimplePay Service is OTP Mobile Service Limited Liability Company (OTP Mobile Ltd.).

Public company data of OTP Mobile Ltd.:

Seat: 1093 Budapest, Közraktár u. 30-32.

Reg. No.: 01-09-174466

Registry: Court of Registration of the General Court of Budapest

Tax No.: 24386106-2-43

Represented by: Péter Benyó Managing Director, individually

hereinafter: **Simple**

## 3. Definitions

- **Info Act:** The Act CXII of 2011 on the right of information self-determination and on the information liberty.
- **Authorization:** the electronic request for authorization in course of a Card payment where the bank issued the Card shall authorize or refuse the transaction.
- **Authorization centre:** the Merchant shall apply for the authorization of the Card Issuer to perform a transaction; this message shall reach the Card Issuer from Simple through the operator and commutation system for authorization such as Authorization centre. The Authorization centre carries out the authorization of the Transaction, i.e. it requests an answer from the Card Issuer whether the concrete type of Transaction can be done by the concrete Card. The Authorization centre is operated by the Simple's banking co-operating partner.
- **Bank charges:** all fees and other costs charged by the credit institution operating the Authorization centre in connection with the Transaction.
- **CNP Transaction:** alias "the Card not present Transaction", a Transaction in course of which the physical presence of the bank card is not necessary, included transactions executed via web or mobile web browser using internet communication.
- **Accession fee:** a single payment paid by the Merchant for the use of the SimplePay Service to Simple, amount of which is determined in the Merchant's Contract.
- **Deposit:** Merchant's cash on deposit at Simple which serves for – including but not limited to the payment of obligations relating to any costs, damages or amount arising from the Merchant's, Customer's abuse or misuse of Card data or other abuses and from the Card

holder's complaints at Simple if upon termination of the Contract Merchant's balance is negative i.e. it shows debt. The exact amount of the Deposit and its method of making shall be determined in the Merchant's Contract relating to the Simple service.

- **Specific Contract:** Specific Contract is based on the present Merchant's GTC concluded between the Merchant and the Simple on the use of the SimplePay Service by the Merchant.
- **Settlement period:** based on the Parties' agreement, the period of time determined in the Merchant's Contract after expiration of which the Simple shall settle the amount of the Transactions executed via SimplePay system as well as the Commission with the Merchant.
- **Merchant's Report:** electronic report compiled by Simple containing the completed Transactions in course of the Settlement period which includes the individual Transaction ID/reference number, amount, currency, date, result of the authorization of the Transactions settled during the Settlement period and the Commission
- **Payment acceptor:** commercial complex generated on the Internet that is an individual business operating on its own website, from which platform the SimplePay system is available.
- **Payment confirmation:** electronic Transactional confirmation sent to the Customer proceed to the purchase, which includes:
  - the amount of Transaction
  - the currency of Transaction
  - the individual Simple Transaction ID
  - the date of Transaction.
- **Suspicious transaction:** successfully or unsuccessfully authorized Transaction which is considered to be suspicious by Simple in terms of the abuse of Card data, Customer or Merchant abuse.
- **Monthly fee:** fee payable on a monthly basis for the Simple by the Merchant for the operation of the SimplePay Service.
- **Cfa:** The Act CCXXXVII of 2013 on the credit institutions and financial institutions.
- **Integration documentation:** implementation documentation which enables to set in, from a technological side, the possibility of use of the SimplePay Service at the Payment Acceptors.
- **Commission: net** commission determined in the Merchant's Contract, charged by the Merchant to Simple as consideration for the SimplePay Service.
- **Card:** web card, magnetic stripe and/or chip bank card issued by the credit institutions.
- **Card data:** data of the Card which are required for the purchase on the Internet, commonly these are the bank card number, expiration date, and in case of certain card types CVV2/CVC2/CID3 or 4 digit verification code.
- **Abuse of the Card data:** the use of the Card data which infringes the laws applicable to the use of the Card, the contract concluded between the Card Issuer and the Card Holder, any provisions of the regulations of the Card Issuer or the International Card company related to the use of the Card, apart from the fact that who commits the infringement, whether any damages occurs in course of the infringement or the infringement may be a criminal offence according to the laws of a state.

- **Card Issuer:** credit institution which undertakes to ensure the use of the Card for the Card Holder in a contract concluded with the Card Holder.
- **Card Holder:** natural or legal person for whom the Card Issuer undertakes to ensure the use of the Card.
- **Merchant:** business associations with legal personality or unincorporated business associations or other business organizations which accept the Card as a payment instrument for the payment of the offset of the purchases of products or services in such a way that they make the SimplePay system available from the Payment acceptor and by the use of the SimplePay system they enter into a contract with the Simple in the subject of the service to be provide.
- **Merchant Back Office Interface:** an interface available via browser program operated by the Simple – equipped per Merchants, more particularly per Payment acceptors – which is only available for the Merchant and which contains the status and data of the Transaction, the Merchant’s balance, Commission and other important information and functions related to the acceptance of the Card.
- **Merchant identifier:** alias “Merchant ID”, a concrete identifier determined in the Contract which identifies each Merchant uniquely and unanimously.
- **Merchant balance:** alias “Merchant account”, a registration account created for the Merchant’s Payment acceptor which records the amount received from the settled Transactions in respect of the concrete Payment acceptor. One Merchant ID may belong to more Merchant balance.
- **Merchant abuse:** the use of the SimplePay Service by the Merchant in a way which is a violation of the applicable laws, the International Card companies’ regulations, which conflicts with the Contract or with the present Merchant’s GTC or which is the circumvention the rules thereof.
- **International card companies:** international companies defined herein.
- **Transactional bank account:** the Merchant’s transactional bank account which is defined in the Specific Contract.
- **SimplePay System:** payment system set-in the Payment acceptor’s online platform but operating on the Simple’s own server through which the Simple ensures the SimplePay Service.
- **SimplePay Service or Simple Pay Service:** ensuring the possibility of online payment via Internet, more particularly bank card payment and payment service options specified in the present GTC. Via the service the Simple ensures the online money transfer between the Customer and the Merchant through the SimplePay System and the safety thereof. The SimplePay Service and the SimplePay System are not transactional services so these services shall not require authorization from the Hungarian National Bank.
- **Simple website:** website operated by Simple which can be obtained at (URL) [www.simple.hu](http://www.simple.hu) and [www.simplepartner.hu](http://www.simplepartner.hu)
- **SSL (Secure Sockets Layer):** encryption method for the security of data transfer via Internet which results that the interchange between the Internet browser program and the web server shall be effected in an encrypted mode.

- **Simple's Customer Office:** the Simple Customer Office which is available via telephone and via e-mail on the following availabilities:
  - a) In written letter form, via post addressed to OTP Mobile Ltd sent to the following address: H-1093 Budapest, Közraktár u. 30-32;
  - b) In electronic letter sent to the following e-mail address: [ugyfelszolgalat@simple.hu](mailto:ugyfelszolgalat@simple.hu);
  - c) On the phone, in every day of the week, in 24 hours of the day, on any of the following customer service phone numbers:
    - 06 1 3666 611
    - 06 70 3666 611
    - 06 30 3666 611
    - 06 20 3666 611
  
- **Transaction:** payment of the purchases of products or services effected by the Customer through the SimplePay System – pending on the payment method – by Card or by bank transfer.
  
- **Customer:** the person who purchase a product or use a service of the Merchant and pays the offset thereof through SimplePay Service - pending on the payment method – by Card or by bank transfer.
  
- **Customer abuse:** the use of the SimplePay Service by the Customer in such a way that is a violation of the applicable laws, the International Card companies regulations, which conflicts with the Contract or with the present Merchant's GTC or the circumvention of the rules thereof.
  
- **Refund:** alias “refund”, remission of the total or subtotal amount of the original Transaction for the Card Holder based on the Merchant's sign.
  
- **Chargeback:** alias “chargeback”, a process in course of which in case of Customer complaint the Card Issuer charges the Simple's transactional bank account – without its consent – with the disputed amount of the Transaction according to the International card companies' regulations. The Simple shall enforce the financial loss arisen from the Chargeback against the Merchant.

#### **Relation between the Merchant GTC and the Specific Contract**

4. To the extent the Specific Contract and the present Merchant GTC differ, the Specific Contract shall be applicable between the Parties. If a matter is not covered by the Specific Contract, the Merchant GTC shall be applicable for that matter.

The present Merchant GTC form the integral part of the Specific Contract as its Annex 1.

#### **Effect and modification of the Merchant GTC and the Specific Contract**

5. Pursuant to the present Merchant GTC and to the conditions of the Specific Contract, the Simple ensures the SimplePay Service for the Merchant through the SimplePay System.
  
6. The Specific Contract and the Merchant GTC enter into force on the date of the credit entry of the Accession fee to the Simple's transactional bank account or on the date of issue of the confirmation which in case of advance payment may be the invoice about the paid Accession fee, sent to the Merchant whichever is later, to the extent that the Merchant is not obliged to pay an Accession fee, they enter into force for an indefinite period on the date of the SimplePay Service's pointing at the Payment acceptors.

7. Simple is entitled to modify or amend the present Merchant GTC in its sole discretion according to the following provisions. Simple is only entitled to the unilateral modification of the Merchant GTC for adverse of the Merchant in the event of the following:
  - a) changing of the internal and external financial market conditions
  - b) changing of the laws and regulatory requirements
  - c) changing of the Simple's business policy
  - d) changing of the risks related to service included in the Specific Contract and in the present Merchant GTC
  - e) changing of the regulations applied by the International card companies
  - f) changing of the regulations applied by the credit institutions operating the Authorization centre
  - g) other changes related to the legal relation arising from the Specific Contract
  - h) substantial changing of the technology.
8. Simple shall notify the Merchant about the intention of modification of the present Merchant GTC for adverse of the Merchant at least 8 days before the entry into force of the modification. The notification shall be made by ways of announcement sent to the Merchant in e-mail or published on the Simple's website. The modification shall be deemed to be accepted from the part of the Merchant if the Merchant does not inform the Simple about the non acceptance of the modification before the day of its entry into force. To the extent that the Merchant, within the above deadline, informs the Simple that he does not accept the modification, the Specific Contract shall automatically terminate between the Parties on the workday before the entry into force of the modification.
9. The modification of the Specific Contract is only possible by ways of written amendments to contract signed by both Parties, except for the Commission rate, which Simple is entitled to change unilaterally with prior notification.

#### **Common provisions relating to the SimplePay Service**

10. Merchant maintains an electronic Payment acceptor defined in the Internet integration documentation.
11. Simple maintains the SimplePay system available through Internet from the Merchant's Payment acceptor.
12. Simple provides the following payment service options under the SimplePay Service:
  - a) Online Card payment
  - b) Online Card payment via link
  - c) Bank transfer
  - d) Single consent based or occasional consent based recurring bank card payment

The payment service options particularly foreseen by the Merchant are included in the Specific Contract.

#### **13. Online Card payment**

Online Card Payment is a method for acceptance of bankcard ensured by Simple on the basis of which the Customer (Card Holder) may initiate online bankcard payment with his bankcard data entered during the transaction.

Simple undertakes, in connection with the present payment method, that he will notify the Customer about the successful payment through the same channels as traditional bank card payments do.

Simple takes no responsibility for the payment transactions initiated by the Merchant wrongly or unlawfully, in connection with the transactions initiated wrongly or unlawfully the Merchant shall be liable directly towards the Customers.

The amount of the Commission to be paid to Simple for making the Online Card Payment available shall be declared in the Specific Contract.

Simple reserves the right to determine unilaterally the range of the accepted Cards. Simple currently accepts the following bank card types: VISA, VISA Electron, Mastercard, Maestro, American Express. If the Specific Contract defines the amount of Commission only to certain bank card types that will be applicable automatically to the other bank card types as well.

The Parties declare in the Specific Contract that for the express demand of the Merchant, from among the payment acceptors defined in the Specific Contract – based on the result of risk assessment made by Simple – where shall be available the Online Card payment. Simple may decide in his sole discretion that he refuses to authorize the Online Card payment for the Merchant, the Merchant is obliged to acknowledge this decision and he shall not enforce any claim on any legal ground against Simple.

#### 14. Online Card payment via link

Online Card Payment via link is a method for acceptance of bankcard ensured by Simple on the basis of which the Customer (Card Holder) opens the link placed on the payment website and sent by the Merchant and may initiate online bankcard payment with his bankcard data entered during the transaction.

Simple undertakes, in connection with the present payment method, that he will notify the Customer about the successful payment through the same channels as traditional bank card payments do.

The amount of the Commission to be paid to Simple for making the Online Card Payment available shall be declared in the Specific Contract.

Simple takes no responsibility for the payment transactions initiated by the Merchant wrongly or unlawfully, in connection with the transactions initiated wrongly or unlawfully the Merchant shall be liable directly towards the Customers.

Simple reserves the right to determine unilaterally the range of the accepted Cards. Simple currently accepts the following bank card types: VISA, VISA Electron, Mastercard, Maestro, American Express. If the Specific Contract defines the amount of Commission only to certain bank card types that will be applicable automatically to the other bank card types as well.

The Parties declare in the Specific Contract that for the express demand of the Merchant, from among the payment acceptors defined in the Specific Contract – based on the result of risk assessment made by Simple – where shall be available the Online Card via link payment. Simple may decide in his sole discretion that he refuses to authorize the Online Card via link payment for the Merchant, the Merchant is obliged to acknowledge this decision and he shall not enforce any claim on any legal ground against Simple.

#### 15. Bank transfer

Description of the bank transfer as a payment method supported by Simple:

- Customer selects bank transfer payment option at the Payment acceptor;
- Merchant's system transfers the Transaction's data to the Simple's system;

- Customer – within the days pre-determined by the Merchant – pays his debts by way of bank transfer;
- Simple's bank account receives the amount paid, about which the Simple informs the Merchant daily;
- The settlement and the payment pass off according to the conditions defined in the Specific Contract.

In the framework of the present payment method, Simple provides the following services to the Merchant:

- follows up the Transaction and within this framework makes every endeavor to ensure that the payment of the Customer is made (contacts the Customer via e-mail, telephone as necessary)
- displays in analytic files the Transactions effected through bank transfer together with the received payments from other payment channels;
- settles with the Merchant in the Settlement period after the expiration of the Settlement period with the received amounts;
- handles fully any refund claims that might have arisen;
- informs the Merchant if the amount of the Transaction has been credited to his Simple bank account;
- in case of false (wrong) or deficient payment ( less/more remittance, deficient or inadequate notice, etc.) the colleagues of the Simple Customer Office will contact the Customer for clearing the circumstances.

The Specific Contract defines the amount of commission to be paid to Simple for the support of bank transfer as payment method.

Merchant may provide for his Customers a maximum term of completion of the Transactions effected through bank transfer defined in the Specific Contract and he is obliged to inform them thereof explicitly and unanimously at the Payment acceptor. To the extent that the Customer has completed the bank transfer after the prescribed time, Simple will contact the Merchant and, pursuant to its order, will retransfer it to the Customer or forward it to the Merchant.

#### 16. Recurring bank card payment

The recurring bank card payment is a function belonging to the bank card acceptance provided by Simple, based on which the Customer may initiate further payment in the future with the card data given by the Customer (Card Holder) on the occasion of the registration transaction, without entering the bank card data again.

The point of the Recurring payment is that the Customer declares at the Merchant's acceptor (web shop interface or Simple payment interface) that he would like to use Recurring payment.

Two types of Recurring payment:

- a) Single consent based: the Customer, on the occasion of the registration transaction, accepts that the Merchant may initiate recurring payment for the amount to be paid in the future and accepts as well that by way of this at scheduled time his bank account belonging to his bank card shall be charged with the prescribed amounts.
- b) Occasional consent based: the Customer shall approve each future payment that it is a recurring payment. In this case, the recurring payment is a properly comfort function for

the Customer with which he is not required to enter his bank card data again in course of each payment.

Simple undertakes, in connection with the present payment method, that he will notify the Customer about the successful payment through the same channels as traditional bank card payments do.

In the event that the result of a recurring payment type transaction relating to a registered bank card is unsuccessful, the Merchant shall not attempt to effect a new transaction on the day of the initiation of the transaction in question to the debit of the registered card. The Merchant may attempt continuously maximum 31 consecutive days to effect the transaction successfully to the debit of the registered bank card. In the event that there is no reply message of the successful transaction to the debit of the registered card on the 31th day, no more attempts shall be made and identifier relating to the registered card (token) shall be deleted by the Merchant.

Simple takes no responsibility for the payment transactions initiated by the Merchant wrongly or unlawfully, in connection with the transactions initiated wrongly or unlawfully the Merchant shall be liable directly towards the Customers.

The Specific Contract defines the amount of commission to be paid to Simple for making the recurring payment available.

Simple reserves the right to determine unilaterally the range of the accepted Cards. Simple currently accepts the following bank card types: VISA, VISA Electron, Mastercard, Maestro, American Express. If the Specific Contract defines the amount of commission only to certain bank card types that will be applicable automatically to the other bank card types as well.

The Parties declare in the Specific Contract that for the express demand of the Merchant, from among the payment acceptors defined in the Specific Contract – based on the result of risk assessment made by Simple – where shall be available the single or the occasional consent based type of the Recurring payment. Simple may decide in his sole discretion that he refuses to authorize the single or the occasional consent based type of the Recurring payment for the Merchant, the Merchant is obliged to acknowledge this decision and he shall not enforce any claim on any legal ground against Simple.

17. Pursuant to the regulations of the International card companies Transactions are considered to be CNP Transactions forwarded electronically, encrypted with SSL, the acceptance of which is the following:
  - a) Customer composes the order relating to product purchase or use of service at the Payment acceptor.
  - b) Proceed to accept the data forwarding statement, by launching the payment that is the result of clicking on the “Pay” or similar button, the Customer shall be redirected by the Internet connection provided by the Merchant to the SimplePay system.
  - c) In the SimplePay system Customer shall enter his data in connection with the purchase and/or his Card data (Card Holder’s name, Card number, Card’s expiration date and code CVC2/CVV2/CID).
  - d) Simple shall forward the Transaction for authorization with the received Card data through the Authorization centre.



- e) In the event that the authorization is successful, i.e. the Card data are true and it is not suspicious in terms of abuse of the Card data or Merchant's or Customer's abuse, Simple shall send electronically the Payment confirmation of the Transaction to the Customer, namely about the completion of the Customer's payment obligation towards the Merchant. Merchant shall confirm manually or automatically the completion towards the Customer, and then the Transaction can be transferred to the eligible items.
  - f) Simple shall inform the Merchant about the success of the Transaction through the Merchant Back Office Interface based on which he may start the fulfillment (transport of goods, providing services, etc.). Simple shall register in the Simple's transactional bank account on the Merchant balance the amount paid by the Customer in favor of the Merchant and deducted with the Commission and other Bank costs and Simple shall keep it as escrow on his bank account separated for this purpose according to the Specific Contract concluded with the Merchant as long as he releases to the Merchant according to the Contract.
  - g) In the event that the authorization is successful but suspicious in terms of abuse of the Card data or Merchant's or Customer's abuse, Simple and the credit institution operating the Authorization centre shall examine the transaction at any time following the authorization. Simple shall notify the Merchant about the suspicious transaction and then about the result of the examination. If in course of the control the authenticity of the transaction is proven, the process described in points e) and f) shall be applicable. If in course of the control the misuse of the Card data is proven, Simple shall initiate the cancellation of the Transaction at any time. In this case the Merchant has no performance obligation towards the Customer.
18. Simple shall release the amount kept as escrow on Simple's bank account separated for this purpose and deducted with Simple's Commission and other Bank costs registered on the Merchant balance to the Merchant's Transactional bank account after the expiration of the Settlement period and provide the Merchant with a Settlement summary. If Simple's bank managing Simple's account cannot fulfill the Settlement period defined in the Specific Contract for the Merchant for any reason related to the release of the amounts kept as escrow on Simple's bank account separated for this purpose, Simple is unilaterally entitled to modify the Settlement period stipulated by the Specific Contract; in that case Settlement period shall be automatically prolonged by the delay determined by the Simple's bank managing Simple's bank account which shall not be deemed as Simple's delay and the legal consequences of delay cannot be applied against Simple.
19. Merchant shall perform the orders given at the Payment acceptor according to the provisions governing his activity.

**Provisions related to service interval, trouble-shooting**

20. SimplePay system operates 24 hours every day of the year ensuring a minimum of 99,5% a year availability, having regard to the restrictions defined in the following points. In case of unintended standstills arisen from breakdown, Simple will take every step to ensure as soon as possible the operation of the SimplePay system again. In case of breakdown of the SimplePay system Simple will make every reasonable effort to troubleshoot.
21. Simple shall notify the Merchant at least one (1) workday before the intended standstills, the possible planned service intervals of the SimplePay system, appointing the exact time and expected duration of the standstill Simple takes no responsibility for the damages and for the possible loss of profit arisen from the service time missed and which exceed the credit. The Parties expressly accept the present limitation of liability for damages with regard to the special interconnected nature of the Simple Service and to the competing remuneration conditions defined in the Specific Contract.

22. Simple is entitled to cease temporarily or permanently, in whole or in a part the service provided for the Merchant if the interruption is justified by accidental causes (force majeure). In this regard Simple excludes its liability for any damages caused directly or indirectly to the Merchant. Whenever possible, Merchant shall be informed by Simple in advance about the duration of the unavailability of the Simple Service.
23. The duration of unavailability and breakdown of the Simple service based on the above mentioned points shall not be taken into account to the availability time. Simple excludes its liability, except in cases of intent or serious negligence, for the damages arisen from any operational deficiencies of the Simple service. For the sake of clarity the Parties declare that in case of any breakdown of the transmission system (Internet connection) independent from Simple resulting the unavailability of the Simple service is excluded from the scope of Simple's responsibility.
24. In case of the breakdown of the system – which arises in the interest of Simple or out of that – Simple may differ at most two (2) workdays from the Settlement period defined in the contract concluded with the Merchant that is the transfer effected by Simple on the second workday after the expiration of the originally determined Settlement period shall be considered to be performed on time.

#### **Liability, rights and obligations of Simple concerning the SimplePay Services**

25. Simple is entitled to continuously check up the Merchant's turnover and to suspend the SimplePay Service immediately if the Transaction or the Merchant's conduct is unlawfully or against the Specific Contract or the present Merchant GTC. In the event that Simple has any financial damages arisen from the Merchant's unlawful conduct or conduct against the Specific Contract or the present Merchant GTC and it is justified towards the Merchant – included any regulatory or other fines or penalty – Merchant is obliged to repay Simple for it.
26. Simple reserves the right to order an investigation at any time in its own costs to determine whether the Merchant's or the persons' contracted with him who may be concerned at any way in the card acceptance, computer devices, data register system, office or business premises are complying with the regulations of the International card companies concerning the secure data storage and data management. If the Merchant did not proceed according to the regulations concerning the secure data storage and data management determined by the International card companies, Simple is entitled to charge to the Merchant the financial loss and penalties imposed by the International card companies resulting from this and he is also entitled to terminate the Specific Contract with immediate effect because of serious breach of the contract.
27. Simple is not a contracting party in the contract concluded between the Merchant and the Customer as distant parties on supply of goods or providing services, Simple does not know the content thereof, therefore no obligations arisen from it for Simple.
28. Simple provides technical assistance and consultation opportunities for the Merchant by way of the availability of Simple's Customer Office in order that the Merchant may set up the connection between the Payment acceptor operated by the Merchant and the SimplePay System in accordance with the Integration documentation.
29. Simple excludes its liability for all the damages arisen from that the Merchant, without Simple's knowledge and written (via e-mail) authorization, provided SimplePay System to the go-live Payment acceptor.
30. Simple undertakes in connection with the SimplePay Service that:

- a) under the duration of the Specific Contract it shall continuously provide the Simple Service defined in the Specific Contract and in the present Merchant GTC in addition to provide the conditions of availability;
  - b) it shall make available the Merchant Back Office Interface for the Merchant;
  - c) it shall ensure that the data displayed on the Merchant Back Office Interface are showing the current status of the Transactions;
  - d) it shall make available the latest version of the Integration documentation for the Merchant;
  - e) it shall receive and answer for its own costs the questions relating to the Transactions – including but not limited to the performance of the Transactions ;
  - f) it shall troubleshoot the functional failure relating to its field of activity for its own costs;
  - g) it shall operate the Simple’s Customer Office which may be used by the Merchant for free, Simple shall not charge a premium price on phone customer service. However, depending on Merchant’s phone service subscription costs related to call of phone customer service may occur, which shall be borne by the Merchant;
  - h) it shall send payment confirmation via e-mail to the Customer if the Customer has given his e-mail address for Simple or if the Merchant provided Simple with the Customer’s e-mail address..
31. Simple ensures the SimplePay System and the Simple Software and the Merchant Simple Software forming a part thereof “as it is”, “with all its defects” and “in condition viewed” for the Merchant.

Merchant acknowledges that Simple shall not represent and warrant for the proper and intended operation of the SimplePay Service arisen from an adjustment or modification of the SimplePay Service inappropriate to Simple’s instruction.

32. Furthermore, Simple excludes its liability for the consequences arisen from all the causes which do not belong to the Merchant’s activity according to the present contract. Simple is not liable for the way and purpose of the use of the SimplePay System by the Merchant – particularly not liable for the compliance of the Merchant’s activity to the provisions of the relating laws and other contracts.
33. Merchant’s obligation is to inform the Simple without delay if he notices an error and all the circumstances thereof. Merchant undertakes that in accordance with the Simple’s instructions he closely cooperates with Simple in course of the detection of the error and in course of troubleshooting and he makes proposition for troubleshooting. In course of defect report Merchant is obliged to disclose all information demanded by Simple. Simple excludes its liability for the consequences resulting from the late notification.
34. Merchant is obliged to regularly save the electronic programs and files involved with the SimplePay System and ensure its safeguard. Simple does not take responsibility for the breakdown, information loss and the consequences thereof of the Merchant’s software products or data file stored in his computer devices, except if this damage is caused directly by an intervention distant or at its fixed establishment, in course of work. (e.g.: cancellation, modification, overwriting of other files, databases). Therefore, in course of his data storage activity Merchant shall provide particular care.
35. Simple ensures the operation of the SimplePay System only in environment legally cleared and free from viruses. Simple excludes its liability for the consequences and failures arisen from unlawful access, inappropriate use, hardware failure, inappropriate operating environment (including power failures).

Simple is not liable for any damages the Merchant or third person suffered and which are arisen from the data basis connected to the SimplePay System by the Merchant, the data carried in into the SimplePay System by the Merchant.

Simple is not liable for any viruses or for any functions which influence or restrict the access and use of the SimplePay System, for the incompatibility of the SimplePay System with other webpage, services, software, hardware, for any delay or failure which the Merchant realizes during the use of the SimplePay System and during the initiating, managing or finishing of appropriate and actual data transmission or transaction and for any damages and costs arisen from the use of the services ensured by third parties and available through references or which can be bound to them in any way.

36. The Parties agree that Merchant shall assume all the business loss, revenue decline or loss of income which are arisen in course of the SimplePay System intended, fail-safe operation in accordance with the contract by the Merchant's business activity.

### **Liability, rights and obligations of the Merchant concerning the SimplePay Services**

37. The Merchant shall set up the connection equivalent to the Integration documentation between the Payment acceptor and the SimplePay System on his own costs. The Merchant shall indicate to Simple via e-mail when the connection is ready for use.
38. The Merchant shall ensure that the Internet connection between the Payment acceptor operated by him and the SimplePay System is always equivalent to the Integration documentation as well as that any Transaction can be initiated in the place of the Payment acceptor only after the written authorization for going live of Simple granted via e-mail. If the Merchant breaches this obligation, he shall bear all damages arising from that.
39. The Merchant undertakes to ensure the connection between the Payment Acceptor and the SimplePay System in line with the last version of Integration documentation after receipt thereof in reasonable time.
40. Payment of the Accession Fee is the precondition of the use of the SimplePay Services.
41. The Merchant is obliged to open a Transactional bank account in any bank.
42. If the Merchant realizes transactions suspicious from the point of view of abuse of Card data or by Customers, he shall notify Simple of that and if it is needed he shall help Simple with data supply service in order that the suspicious transactions be examined.  
Should the Merchant not answer Simple's letters concerning suspicious transactions that might constitute abuse and/or Simple's data request defined in this GTC and included in those letters at the latest within 2 workdays from the receipt of the letter, it shall be deemed by Simple as the Merchant holds no information about the suspicious transaction and the examination of the suspected transaction shall be conducted accordingly.
43. Simple may operate a fraud monitoring system aiming to prevent, detect the misuse of the card and purchase and decreasing the losses resulting thereof. In course of the Authorization Merchant is obliged to automatically transfer the Customer's data relating to the purchase, namely customer, purchase, invoicing and delivery data together with the initiation of the Transaction to the Simple's system. Customer's data to be transferred minimally: name, telephone number, e-mail address, purchase data. Customer shall agree to the data transfer on the Merchant's site.
44. Merchant is obliged to cooperate for the sake of the settlement of the claims arisen from the possible ulterior complaint procedure. This obligation of cooperation of the Merchant shall survive the termination of the Contract.

45. Merchant undertakes that the amount put into Deposit as a condition of the entry into force of the Contract remains in escrow during the effect of the Contract and after the termination of the Contract until 180 days after the completion of the last transaction for the sake of the settlement of the claims arisen from the possible ulterior complaint procedure.
46. Merchant undertakes that in case of an approved successful Transaction he initiates the performance of the Transaction and follows the status of the Transactions on the Merchant Back Office Interface at least once on workdays.
47. Merchant undertakes to keep every electronic and paper based data relating to the Transactions for 5 years following the Transaction and make them available within 3 workdays for the written request of the Simple.
48. Merchant represents and warrants that his activity does not violate any laws or other's legitimate interests or international treaty including the laws and treaties relating to the confidentiality of data, the international communication and the export of technical and personal data.
49. Merchant shall not condition the Card payment to a minimum and/or maximum amount and he shall accept it irrespectively of the value of the purchase.
50. Merchant undertakes not to discriminate the Customer paying by bank card from the Customer paying by some other way.
51. Under the Card companies' regulations, Merchant undertakes that if there is a physical distribution of the products resulting from the transaction a written documentation (receipt) shall be made of the receipt. The receipt shall include the customer's name, the recipient's name, the number of the recipient's identifier document if it is available, the place and date of the receipt. Merchant is obliged to make this receipt available on demand of the Simple. If this receipt is not available, the Merchant has liability for the financial loss resulted thereof.
52. Merchant undertakes to declare if he interrupts its activity for more than 1 month at the Payment acceptor for any reason (seasonal operation, reconstruction, release, etc.) to Simple 8 calendar days before the interruption by signing the expectable date of reopening.
53. Merchant is obliged to notify Simple in writing within 2 workdays about the changing of his data. The responsibility for damages resulting from the failure to do so lies with the Merchant.
54. Merchant accepts that Simple may register and use his data in accordance with the domestic and international regulations and the provisions of the International card companies. Merchant accepts that concerning his data available at Simple, Simple shall transfer them to the International card companies and to the credit institution operating the Authorization.
55. The Contract and its fulfillment makes available the acknowledgement of the trade and bank secrets of Simple and the Merchant therefore the Parties undertake to keep the data of Contract and its fulfillment confidential, they shall not communicate it to third persons or publish it. The confidentiality obligation shall have binding effect after the termination of the Contract without a final date.
56. Merchant is obliged to ensure the required conditions for the access of the SimplePay Service at the Payment acceptor(s) defined in the Specific Contract.
57. Merchant is obliged to place the supportive material provided by Simple at the Payment acceptor and he is entitled to publish in his advertisements the availability of the SimplePay System.

In case of the use of the bank card payment, Merchant is obliged to provide the Customers with the information defined by Simple in a separate document about the data transfer (hereinafter: **Data transfer statement**), the exchange rate conversions (hereinafter: **Exchange rate conversions handout**) and about the recurring bank card payment (hereinafter: **Recurring payment handout**) in course of the transaction.

Merchant is obliged to depose the Data transfer statement in such a way that the Customer shall expressly accept it by ticking off the checkbox at the registration to the Merchant's Payment acceptor or at the launching of the bank card payment transaction, this may be integrated to Merchant's general terms and conditions related to the Payment acceptor or incorporated in a separate data transfer statement or displayed directly at the launching of the payment.

Simple shall indicate the amount of the bank card payments of currencies other than forint in forint, Simple shall not perform the conversion; it is the Card company who determines the exchange rate and performs the conversion. Merchant shall indicate the price of the product in any currency, but the indication in forint is obligatory. In this case, the Merchant is obliged to indicate an Exchange rate conversions handout at the Payment acceptor with the content determined by Simple.

Merchant is obliged to display information at the Payment acceptor about the recurring bank card payment, and he is obliged to get the Customers statements by ticking the checkbox about the use of the recurring bank card payment and the acceptance of the information related thereto.

Simple shall provide Merchant with the Data transfer statement, the Exchange rate conversion handout and the Recurring payment handout.

58. Merchant undertakes to sell exclusively the products, product types and/or services listed in the Specific Contract. Merchant is obliged to notify Simple in writing if he prefers to modify the type of the sold products, product types and/or services. Simple shall confirm in writing the Merchant's intent of modification.
59. Merchant declares that he does not sell through the Payment acceptor articles or services which may harm the reputation of Simple and which are against the regulations of the Card companies or the credit institutions operating the Authorization centre (e.g.: certain adult content, drug, arm, gamble, illegal trade, etc.) or which are prohibited by legal provisions in force. Merchant acknowledges that if after the entry into force of the Specific Contract the Merchant's on-line field of activity changes or the Merchant effectively exercises an activity, sells articles or services which may harm Simple's reputation in Simple's view it shall be considered to be serious breach of the present Merchant GTC and the Specific Contract and Simple is entitled to terminate the Specific Contract with immediate effect and to oblige the Merchant to pay the damages caused.
60. Merchant undertakes that he shall exclusively exercise sales activity through the SimplePay Service at the Payment acceptor(s) (URL) listed in the Specific Contract. Merchant is obliged to notify Simple in writing if he wanted to change the internet address of the Payment acceptor. Simple shall confirm in writing the Merchant's intent of modification.
61. Merchant acknowledges that if his annual turnover with MasterCard type cards comes up to the maximum amount specified in Card companies' regulations, the credit institution operating the Authorization centre may oblige him to enter into a direct contract beside the use of the SimplePay Service.
62. In the event that the Merchant wants to operate the SimplePay Service at Payment acceptor(s) different than the Payment acceptor(s) (URL) listed in the Specific Contract, he shall declare it in writing to the Simple. Simple shall confirm in writing the intent of the use of the SimplePay Service at new Payment acceptor(s).

63. Merchant undertakes to place clearly visible on the Payment acceptor's website the SimplePay logo without additional cost which provides a link to the Simple's website. Merchant shall provide this possibility for Simple for the duration of the Contract between the Parties or until Simple's demand to terminate the possibility. Merchant acknowledges that he shall not use the logo for other purposes; he shall place it only to the Payment acceptor's website except other agreement concluded on it with Simple.

SimplePay logo is under trademark and copyright protection therefore Merchant shall use the SimplePay logo only in accordance with the present GTC, for a period and purpose defined in the clause 63, any use different from the present GTC is an infringement of the trademark or the copyright and may involve detrimental consequences.

Simple is entitled to check the use of the SimplePay logo by the Merchant at any time and shall prohibit the irregular use or the use which is not appropriate for the present GTC and shall initiate legal action related to the above towards the Merchant.

Merchant is obliged to indicate the SimplePay logo:

- a) permanently on the website of the Payment acceptor, in the footer, in the side columns or in an optional but distinct part of the website which is also a link to Simple's website;
- b) on the web shop payment surface of the Payment acceptor at the selection of the payment method.

Merchant shall not display the SimplePay logo in a transparent form, and its size shall be reduced in so much which is still visible to the naked eyes.

Merchant is only entitled to use and display the SimplePay logo provided to the Merchant by Simple and only on his own website, Payment acceptor, web shop, and except its size, he shall not modify that.

64. Merchant undertake to fulfill the obligation relating to that if he may not perform the good or service for any reason for the Customer within the deadline given at the order on the Internet, he shall initiate a credit entry through Simple towards the Customer at the latest within 15 days after the failure of performance and he shall notify the Customer in writing about it.
65. Merchant undertakes that if for any reason the refund of the whole or the part of the amount of the Transaction for the Customer is required, he shall effectuate it only through the SimplePay System.
66. The refund for the Customer initiated through SimplePay System by the Merchant shall be adjusted from the Simple transactional bank account. The refunded Transaction between Simple and the Merchant shall be arranged in the following ways:
- a) Merchant is obliged to pay the amount of the refunded Transaction by way of transfer to Simple's transactional bank account
  - b) Simple will deduct the amount of the transaction to be settled in the future with the amount of the refunded Transaction.
67. The commission originally charged on the refunded Transaction shall not be refundable for the Merchant.
68. Merchant undertakes to be signed by every employee taking part in the transaction of the Card payment turnover the Statement provided by Simple which is Annex 2 of the Specific Contract,

and to send it to Simple within 15 days after its signature. Merchant takes responsibility for that only persons who signed the Statement provided by Simple are taking part in the handling of the bank card transactions.

69. For the sake of the misuse effected by card and the protection of the Merchant, Simple is entitled to modify, to limit the range of the acceptable bank card which is subject to subsequent notification of the Merchant at the latest within 2 days following the introduction of the limitation to the extent that Simple experiences numerous unauthorized/prohibited card use at the Payment acceptor.
70. Simple is entitled to publish as references the Payment acceptor using SimplePay System pursuant to the present Merchant GTC and the Specific Contract but it shall not violate the Merchant's right to trade secret protection.

#### **Copyrights concerning the SimplePay Service**

71. Merchant acknowledges that the Integration documentation to be transferred to him is the Simple's intellectual property which is confidential material containing trade secrets.
72. The SimplePay System and the software required to the operation of the SimplePay Service created by Simple (hereinafter: **Simple Software**), furthermore the SimplePay System and the software required to the operation of the SimplePay Service created by Simple and handed over to the Merchant (hereinafter: **Merchant Simple Software**) including its source code, objective code and documentation required to the operation of the SimplePay Service constitute the sole and exclusive ownership of Simple and Simple has exclusive ownership and all the copyrights. Merchant has no ownership and copyright on the Simple Software, he has a user license to the Simple Software.

Simple grants a non-exclusive user license to the Merchant for the use of the Merchant Simple Software for the same period as the Merchant's Contract without restrictions concerning territory or counterparts which is non-assignable and non-transferrable to third persons pursuant to which, relating to the Merchant Simple Software the Merchant is entitled:

- a) to install, display, run, reproduce it on the devices owned by or lawfully used by the Merchant,
- b) to modify, change, adapt, compile it into another software, connect it to another software, translate it to another language and to use the resulting modified software in a manner permitted by the present GTC.

Merchant is entitled to know the source code of the Merchant Simple Software and to use, modify and adapt it in the manner and to the extent determined in the present GTC for the exercise of the above rights.

Merchant is not entitled to use the Merchant Simple Software to the extent and in a nature exceeding the present GTC.

Simple shall exclusively maintain, troubleshoot, support the original Merchant Simple Software handed over to the Merchant, if the Merchant executes any modifications in the Merchant Simple Software, Simple shall terminate the maintenance, troubleshooting, support of the Merchant Simple Software and Simple takes no responsibility for any defects occurred in the software modified in this way or for the damages caused by the modified software in the Merchant's data, devices.

Simple shall not ensure the trouble-proof of the Simple and the Simple Merchant Software.



Merchant is always entitled to use only the last updated version of the Merchant Simple Software, Merchant is not entitled to use the previous versions before the last updated version after the new version has been installed or updated at the Merchant.

Merchant is not entitled to sublicense, to transfer or to assign the right of exploitation of the Merchant Simple Software or any part thereof to third person, or to assign his right fully or partly under the present GTC to third person.

Merchant is not entitled to distribute, publish or make it available to third persons the Merchant Simple Software or any parts thereof including the software documentation as well.

73. The software created by the Merchant based on the Integration documentation shall be owned by the Merchant but he can only dispose with them with the following limitation:
- a) Merchant shall not acquire the exclusive right of exploit of the Integration documentation and he undertakes to use the software created based on the Integration documentation only in its own field of activity in accordance with the purposes defined in the Specific Contract and in the present Merchant GTC.
  - b) Merchant acknowledges that the transferred Integration documentation shall not be transferred to third person.

#### **Provisions concerning the OTP Discount Program**

74. From 1 March 2016 OTP Bank Plc. provides a Discount Program (in the following: **Program**) to its retail customers. In the Program, retail customers of OTP Bank Plc. (in the following: **Bank**) may have a discount on the total sum of purchases paid with Card to Merchants. The OTP Discount Program Rules contains the conditions of customer participation in the Program and the rules of the Program's operation. The primary aim of the program is to encourage purchases at Merchant and the use of OTP cards.

Simple concluded a Payment Integrator Agreement (in the following: **Integrator Agreement**) with Bank. Simple has amended its Payment Integrator Agreement with Bank (in the following: **Amendment of Integrator Agreement**) in which Simple undertakes to settle the sum of discount with Merchants provided to Bank's customers by Merchants who contracted for participation in the Program.

Merchant shall conclude an agreement with Bank regarding the participation in the Program, in the framework of which Bank provides information to its clients determined by the Bank – who have an OTPdirekt contract and accept the Program Rules - (in the following: **Clients**) about that the Merchant joining the Program provides discounts related to bank card payment transactions at Merchant and defined in the contract Merchant concluded with Bank (in the following: **Program Contract**) to Bank's clients (in the following: **Discounts**).

Simple settles the sum of discount Merchant provides to buyers considered as Bank's Clients under the Program Contract with Merchant joined the Program by the monthly settlement period defined in this GTC along with the settlement of the Comission.

The Amendment of the Integrator Agreement contains Simple's rights and obligations against the Bank in connection with this contract as well as the rights and obligations of Bank and Simple against each other.

Based on the separate transaction analytics defined for Simple by the Bank in the Amendment of the Integrator Agreement concerning the Program discounts, in every month Simple shall send a statement of the amount of discount Bank's Clients are entitled to in the month concerned

according to this GTC (in the following: **Discount statement**). Simple shall separately indicate the discount transactions in the Merchant analytics.

The Discount statement shall be specified based exclusively on the Transaction analytics Bank communicates to Simple, Simple shall not be responsible for its content, correctness, adequateness to Merchant, Bank shall be solely responsible to Merchant for any defects and deficiencies of the Discount statement, therefore Simple's responsibility shall be excluded. Merchant shall communicate any objections and observations concerning the Discount statement to Simple. Simple shall forward such objections and observations to Bank. Following such forwarding Bank and Merchant shall agree the objections and observations with each other and Bank shall notify Simple about the results.

In the settlement according to this GTC between Simple and the Merchant Simple shall include Discounts as well and undertakes to transfer the sum of Transactions reduced with the Commission and the Discounts to Merchant's Transactional bank account within 15 days from the end of the month concerned.

The basis of the Commission Simple is entitled to from Merchant under this GTC shall not be reduced with the sum of the Discount Merchant provides.

In the event that the whole amount of the purchase transaction is cancelled on the same day after the successful purchase from the Merchant as acceptor – and Bank does not credit the sum of the Discount to Customer's bank account – Simple shall not be entitled to reduce the sum of the Transactions Merchant is entitled to with the sum of the Discounts. In case of partial cancellation and take-back of goods transaction Simple shall reduce the Transaction sum Merchant is entitled to therefore the sum of the Discount shall be merchant's loss.

If the Program Contract between Merchant and Bank and/or the Card acceptor agreement terminates Simple's obligations under this Section 74 shall also terminate.

The provisions on the participation in the Program shall enter into force at the same time with the Program Contract.

In any other matters regarding the Program, the Program Contract shall apply.

## **Non-disclosure**

75. Merchant undertakes to non-disclose and to keep confidential any information received by any means directly or indirectly in connection with the present contract or in the course of its execution. The scope of the non-disclosure obligation covers especially received information in connection with the parties, the SimplePay System and the functioning of the parties, its present and planned activity, the product and service performed, shall be performed, and planned to be performed, the supply, development, information systems, procedural method, intellectual property thereof, the technical, financial, economic, organizational information, received information in connection with the pricing methods and principles, consumers, accounting, human resource management, marketing, sale and consumption data and statistics, personnel, business and technological plans, strategy, business systems, trade secrets, know-how come to the Merchant's knowledge (in the following: **Information**).
76. Merchant is obliged under the duration of the Specific Contract and after the termination thereof without limitation in time – pending on the nature of the data, information – to treat every data and information as trade secret concerning the Customer purchasing at the Payment acceptor of which the provisions relating to Information shall be applicable, and he shall treat them lawfully. The violation of the present obligation is considered to be a serious breach of the contract. Merchant takes full financial responsibility for the compensation of the damages arisen at the Customer or at

the Simple or at the credit institution operating the Authorization centre resulting from the violation of this obligation.

77. The Merchant shall not make copies nor extracts of the Information, and of the documents containing the Information, he shall not modify the Information and shall not alter the Information in any way, he shall not publish, make available and disclose, nor he shall communicate the Information in any form, for any purpose to third persons.
78. Merchant shall disclose the Information only to such an appointed circle of personnel and employees and third persons collaborating in performance which are entitled to know the Information and to only that extent which is inevitably necessary for the fulfillment of the present contract.
79. The present non-disclosure obligation covers also the preparation and publication of a lecture, writing, essay, scientific work, literature work, scientific or other article having its subject-matter connected to the Information, Merchant is entitled to do this only with the previous written consent of Simple.
80. Merchant shall disclose Information to third persons – excluding the third persons collaborating in performance – only in that case and only to that extent when we are obliged by law or the final decision of court, only to the extent as prescribed therein.
81. Merchant is obliged to inform Simple immediately if he becomes aware of the unauthorized use, disclosure or distribution of any Information, respectively if he becomes aware of the fact that the Information has been unlawfully disclosed to an unauthorized third person. Merchant is obliged to cooperate in every reasonable way in order to restrain the unlawful use and distribution.
82. The non-disclosure obligation applies to the Merchant's employees, to the persons with whom he has concluded an agency, commission, undertaking, work-related or any other civil law contract, and also to the Merchant's executive officers and to every business organization with whom we have established an agency, commission, undertaking or other civil law legal relationship.
83. The present non-disclosure obligation is binding the Merchant without restriction and without limitation in time also after the lapse or termination of the Specific Contract.

### **Settlement of the Transaction**

84. Simple undertakes to ensure the settlement of the Transactions effectuated through the SimplePay System, the electronic transfer of the data of the Transaction realized in the Settlement period for the Merchant as well as keeping the amount of Transactions without Commission on Simple's bank account separated for this purpose in the Settlement period according to the Specific Contract concluded with the Merchant and the release it to the Merchant following the expiration of the Settlement period.

In case of concluding a Special Contract with a new Merchant, Simple applies a 30 day retention period, in which irrespective of the Settlement and payment periods defined in this GTC no payment toward the Merchant is made concerning the Transaction amounts decreased with the amount of Simple Commission completed in the Settlement period. The retention period shall not be applied if a Merchant already contracted with Simple extends the effect of the Specific Contract to other domains or new payment types, additionally, it does not concern the payment type performed with bank transfer.

Parties may agree differently about the retention period to as it is written above in the Specific Contract.

85. The Parties define the settlement option of the Transaction in the Specific Contract according to the following options:

86. HUF-HUF based settlement

In case of this settlement option, Forint based settlement occurs (Simple accepts cards and settles the transactions in Forint). The amount of transactions carried out in the Settlement period and decreased by the Simple Commission fee shall be released, paid from the escrow after the expiration of the Settlement period to the Forint-bank account defined by the Merchant.

The currency of the acceptance and payout: Forint (HUF).

The invoice of the Simple Commission fee of the transactions carried out in the given Settlement period shall contain the given amount in Forint and be issued monthly until the 15<sup>th</sup> day of the month after the month concerned.

In case of HUF-HUF based settlement option, Simple defines the minimum settlement amount as HUF 0 about which the Parties may agree otherwise in the Specific Contract. Irrespective of the settlement option of the present clause, Simple shall not initiate a release from the escrow until the amount of the successful transactions decreased by the Simple Commission to be released, paid from the escrow comes to the minimum settlement amount defined above.

87. EUR-EUR based settlement

In case of this settlement method Euro based settlement occurs (Simple accepts cards and settles the transactions in Euro). The amount of transactions carried out in the Settlement period and decreased by the Simple Commission shall be released, paid from the escrow after the expiration of the Settlement period to the Euro bank account defined by the Merchant. If the Merchant fails to define a Euro bank account, Simple releases, pays the Euro sum of the transactions from the escrow in the Settlement Period reduced with the Commission in Euro to the Forint bank account indicated by the Merchant. Currency of accepted transactions and payouts: EUR.

The invoice of the Simple Commission fee of the transactions carried out in the given Settlement period shall be issued until the 15<sup>th</sup> day of the month after the month concerned and shall contain the given amount in Euro on condition that the VAT content shall be specified in forint as calculated on the first version of FX buy rate stated on the last day of the invoicing period by the bank managing Simple's transactional bank account.

In case of Euro-Euro based settlement option, Simple defines the minimum settlement amount as EUR 0 about which the Parties may agree otherwise in the Specific Contract. In this case, without reference to the settlement option of the present clause, Simple shall not initiate a release from the escrow until the amount of the transactions decreased by the Simple Commission to be released, paid from the escrow comes to the minimum EUR amount of settlement defined above.

88. USD-USD based settlement

In case of this settlement option, the transaction occurs in USD (Simple accepts cards and settles the transactions in USD). The amount of transactions carried out in the Settlement period and decreased by the Simple Commission fee shall be released, paid from the escrow after the expiration of the Settlement period to the USD-bank account defined by the Merchant. If the Merchant fails to define a USD-bank account, Simple releases, pays the USD sum of the transactions from the escrow in the Settlement Period reduced with the Commission in USD to the Forint bank account of the Merchant. Currency of accepted transactions and payouts: USD.

The invoice of the Simple Commission fee of the transactions carried out in the given Settlement period shall be issued until the 15<sup>th</sup> day of the month after the month concerned and shall contain the given amount in USD on condition that the VAT content shall be specified in forint as calculated on the first version of FX buy rate stated on the last day of the invoice period by the bank managing Simple's transactional bank account.

In case of USD-USD based settlement option, Simple defines a minimum settlement amount as USD 0 about which the Parties may agree otherwise in the Specific Contract. In this case, without reference to the settlement option of the present point, Simple shall not initiate a release from the escrow until the amount of the transactions decreased by the Simple Commission to be released, paid from the escrow comes to the minimum USD amount of settlement defined above.

89. EUR-HUF based settlement

In case of this settlement method Euro based transaction card acceptance and HUF based settlement occurs. The amount of transactions carried out in the Settlement period and decreased by the Simple Commission shall be released, paid from the escrow after the expiration of the Settlement period to the HUF bank account defined by the Merchant. If the Merchant fails to define a HUF bank account, Simple releases, pays the HUF sum of the transactions from the escrow in the Settlement Period reduced with the Commission in HUF to the foreign currency bank account indicated by the Merchant. Currency of accepted transactions: EUR and payouts: HUF.

The invoice of the Simple Commission fee of the transactions carried out in the given Settlement period shall be issued until the 15<sup>th</sup> day of the month after the month concerned and shall contain the given amount in Euro on condition that the VAT content shall be specified in Forint

In case of EUR-HUF based settlement option, Simple defines the minimum settlement amount as EUR 0 about which the Parties may agree otherwise in the Specific Contract. In this case, without reference to the settlement option of the present clause, Simple shall not initiate a release from the escrow until the amount of the transactions decreased by the Simple Commission to be released, paid from the escrow comes to the EUR amount defined above.

The transaction reports shall be sent to the Merchant with Euro based settlement.

90. HUF-EUR based settlement

In case of this settlement method Forint based transaction card acceptance and Euro based settlement occurs. The amount of transactions carried out in the Settlement period and decreased by the Simple Commission shall be released, paid from the escrow after the expiration of the Settlement period to the Euro bank account defined by the Merchant. If the Merchant fails to define a Euro bank account, Simple releases, pays the Euro sum of the transactions from the escrow in the Settlement Period reduced with the Commission in Euro to the foreign currency bank account indicated by the Merchant. Currency of accepted transactions: HUF and payouts: EUR.

The invoice of the Simple Commission fee of the transactions carried out in the given Settlement period shall be issued until the 15<sup>th</sup> day of the month after the month concerned and shall contain the given amount in Forint on condition that the VAT content shall be specified in Forint

In case of HUF-EUR based settlement option, Simple defines the minimum settlement amount as HUF 0 about which the Parties may agree otherwise in the Specific Contract. In this case, without reference to the settlement option of the present clause, Simple shall not initiate a release from the escrow until the amount of the transactions decreased by the Simple Commission to be released, paid from the escrow comes to the HUF amount defined above.

The transaction reports shall be sent to the Merchant with Forint based settlement.

91. USD-HUF based settlement

In case of this settlement method USD based transaction card acceptance and HUF based settlement occurs. The amount of transactions carried out in the Settlement period and decreased by the Simple Commission shall be released, paid from the escrow after the expiration of the Settlement period to the HUF bank account defined by the Merchant. If the Merchant fails to define a HUF bank account, Simple releases, pays the HUF sum of the transactions from the escrow in the Settlement Period reduced with the Commission in HUF to the foreign currency bank account indicated by the Merchant. Currency of accepted transactions: USD and payouts: HUF.

The invoice of the Simple Commission fee of the transactions carried out in the given Settlement period shall be issued until the 15<sup>th</sup> day of the month after the month concerned and shall contain the given amount in Euro on condition that the VAT content shall be specified in Forint.

In case of USD-HUF based settlement option, Simple defines the minimum settlement amount as USD 0 about which the Parties may agree otherwise in the Specific Contract. In this case, without reference to the settlement option of the present clause, Simple shall not initiate a release from the escrow until the amount of the transactions decreased by the Simple Commission to be released, paid from the escrow comes to the USD amount defined above.

The transaction reports shall be sent to the Merchant with USD based settlement.

92. HUF- USD based settlement

In case of this settlement method Forint based transaction card acceptance and USD based settlement occurs. The amount of transactions carried out in the Settlement period and decreased by the Simple Commission shall be released, paid from the escrow after the expiration of the Settlement period to the USD bank account defined by the Merchant. If the Merchant fails to define a USD bank account, Simple releases, pays the USD sum of the transactions from the escrow in the Settlement Period reduced with the Commission in USD to the foreign currency bank account indicated by the Merchant. Currency of accepted transactions: HUF and payouts: USD.

The invoice of the Simple Commission fee of the transactions carried out in the given Settlement period shall be issued until the 15<sup>th</sup> day of the month after the month concerned and shall contain the given amount in Forint on condition that the VAT content shall be specified in Forint

In case of HUF- USD based settlement option, Simple defines the minimum settlement amount as HUF 0 about which the Parties may agree otherwise in the Specific Contract. In this case, without reference to the settlement option of the present clause, Simple shall not initiate a release from the escrow until the amount of the transactions decreased by the Simple Commission to be released, paid from the escrow comes to the HUF amount defined above.

The transaction reports shall be sent to the Merchant with Forint based settlement.

93. EUR- USD based settlement

In case of this settlement method Forint based transaction card acceptance and USD based settlement occurs. The amount of transactions carried out in the Settlement period and decreased by the Simple Commission shall be released, paid from the escrow after the expiration of the Settlement period to the USD bank account defined by the Merchant. If the Merchant fails to

define a USD bank account, Simple releases, pays the USD sum of the transactions from the escrow in the Settlement Period reduced with the Commission in USD to the foreign currency bank account indicated by the Merchant. Currency of accepted transactions: EUR and payouts: USD.

The invoice of the Simple Commission fee of the transactions carried out in the given Settlement period shall be issued until the 15<sup>th</sup> day of the month after the month concerned and shall contain the given amount in Euro on condition that the VAT content shall be specified in Forint.

In case of EUR - USD based settlement option, Simple defines the minimum settlement amount as EUR 0 about which the Parties may agree otherwise in the Specific Contract. In this case, without reference to the settlement option of the present clause, Simple shall not initiate a release from the escrow until the amount of the transactions decreased by the Simple Commission to be released, paid from the escrow comes to the EUR amount defined above.

The transaction reports shall be sent to the Merchant with EUR based settlement.

94. USD-EUR based settlement

In case of this settlement method USD based transaction card acceptance and EUR based settlement occurs. The amount of transactions carried out in the Settlement period and decreased by the Simple Commission shall be released, paid from the escrow after the expiration of the Settlement period to the EUR bank account defined by the Merchant. If the Merchant fails to define a EUR bank account, Simple releases, pays the EUR sum of the transactions from the escrow in the Settlement Period reduced with the Commission in EUR to the foreign currency bank account indicated by the Merchant. Currency of accepted transactions: USD and payouts: EUR.

The invoice of the Simple Commission fee of the transactions carried out in the given Settlement period shall be issued until the 15<sup>th</sup> day of the month after the month concerned and shall contain the given amount in USD on condition that the VAT content shall be specified in Forint.

In case of USD -EUR based settlement option, Simple defines the minimum settlement amount as USD 0 about which the Parties may agree otherwise in the Specific Contract. In this case, without reference to the settlement option of the present clause, Simple shall not initiate a release from the escrow until the amount of the transactions decreased by the Simple Commission to be released, paid from the escrow comes to the USD amount defined above.

The transaction reports shall be sent to the Merchant with USD based settlement.

95. Merchant expressly accepts that in the above settlement methods where the card acceptance is based on a foreign currency and the transaction settlement is based on HUF, the exchange is executed with the buying rate published on the website of OTP Bank Nyrt. and applied by OTP Bank Nyrt. at the time of the internal currency transfer at Simple i.e. on the settlement day.

Merchant expressly accepts that in the above settlement methods where the card acceptance is based on HUF and the transaction settlement is based on a foreign currency, the exchange is executed with the selling rate published on the website of OTP Bank Nyrt. and applied by OTP Bank Nyrt. at the time of the internal currency transfer at Simple i.e. on the settlement day.

96. Merchant expressly accepts that Simple does not pay interest referring to the period between the day of the Transaction and the expiration of the Settlement period, the day of release from the escrow or any other later period of keeping amounts in escrow.

97. In case of suspicion of misuse of Card data, Merchant's or Customer's abuse, Simple is entitled:

- a) to retain the amount of the suspicious Transaction for the period of its examination,
- b) to suspend the SimplePay Service with immediate effect for an indefinite period of time if it is assumable that the losses resulting from the future abuses may be minimized most effectively in this way,
- c) to terminate the SimplePay Service definitively with immediate effect as well as to unilaterally terminate the Specific Contract with immediate effect if the ratio either in number or value of the abuses to the turnover comes up or exceeds 2 %.

Simple is not liable for the possible damages (including loss of profit) resulting from the suspension and retention of the amounts, its action ensures the security of the Merchant as well. Simple shall immediately notify the Merchant about the above.

98. Simple shall inform the Merchant through the Merchant Back Office Interface and depending on the status of the Transaction in e-mail as well about the status of the executed Transactions via SimplePay system. Accordingly, Simple undertakes to indicate the transfer of the purchase price of the products and services to the Simple's bank account on the Merchant Back Office Interface and via e-mail as well.
99. Simple settles and releases from escrow only – except for the exceptions defined in this Merchant GTC - the successfully authorized, from Simple's view, non-suspicious Transaction at the time of settlement.
100. Merchant is obliged to cooperate for the sake of the settlement of the claim that may arise subsequently resulting from complaint procedures. Merchant shall be liable in accordance with the provisions of the present Merchant GTC for the claims and claimed Transactions related to the Contract and enforced by third parties against Simple. The lapse of the Contract shall not affect this liability.
101. In course of the future settlement(s) and releases from the escrow Simple is entitled, under subsequent notification of the Merchant, to decrease, whole or in part, the following items in function of the available funds:
- a) amount of the remittance by mistake of Simple and the correction amount in case of wrong amount of remittance,
  - b) in case of multiple transfer of money, the amount without title,
  - c) ,the whole amount of the transaction in case of return of goods or, refund
  - d) amount paid by Simple in connection with complaints filed against the Merchant and cannot be refused or found to be legitimate by Simple, including the offset of the complained transactions submitted late,
  - e) amount indicated in the complaint, if the Merchant does not make available all documentation or its copies of the transaction despite request of the Bank,
  - f) amount of the complaint received by Simple upon penalty title in the penalty period defined and marked by the International card companies; Simple shall inform the Merchant about the initiation and duration of that period.
  - g) whole amount of the overdue debts towards Simple in connection with the Merchant's Contract.
  - h) Monthly fee, if it shall be paid according to the Specific Contract has not been paid by the Merchant until its payment deadline.

If Simple is not able to enforce all or any of the items defined in this point by set-off i.e. decrease for any reason, Simple shall desire the Merchant to pay these amounts within at least 8 days. If Merchant does not pay within the deadline Simple enforces the above items by initiating the



applicable legal procedures against Merchant with devolving all the costs of such procedures, including the attorneys' fees fully to Merchant.

102. Merchant is obliged to provide all information and help for Simple in connection with the possible disputed questions concerning the Transaction effectuated between the Customer and Simple. Simple reserves the right within 5 years counted from the date of the Transaction to demand the whole documentation from the Merchant concerning the Transaction in order to justify the performance of the SimplePay Service. If the Merchant comes to an understanding with the Customer during the complaint procedure or compensates the Customer then he shall immediately notify Simple – besides the sending of the documentation issued in connection therewith. The obligation imposed in the present clause is abide to the Merchant after the termination of the Specific Contract as well.
103. Merchant is entitled to make a complaint in writing in the matter of the incorrectly settled Transactions or settled not at all – with reference to the Transaction ID/Reference number, the amount of the Transaction and the date of the Transaction – immediately from the receipt of the Settlement summary but no later than within 30 calendar days calculated from the date of the successfully effectuated Transaction to the Simple's Customer Service. Simple shall not be obliged to accept complaints made after this date. Simple shall examine the complaint made by the Merchant and it shall notify the Merchant about its result within 30 calendar days counted from the filing of the complaint or, if the involvement of the Card Issuer or International card companies is necessary, Simple shall notify in writing the Merchant within 14 days after the expiration of the deadlines indicated in the regulations of the concrete Card Issuer or International card companies and depending on the result of the examination it shall ensure the financial planning of the complaint.
104. Merchant undertakes that if in connection with the use of the SimplePay Service and the Transactions effectuated at the Merchant, including but not limited to Merchant's, Customer's abuses or misuses of Card data or other abuses – any obligations arisen at Simple resulting the payment of costs, damages or amounts or the competent authority or organization imposes a fine, a fee, a surrogate or a financial penalty, the Merchant shall empower Simple to charge these payment obligations to the Merchant. For the sake of this, Merchant undertakes to place a deposit in a way, amount and time defined in the Specific Contract based on which Simple shall get the amount of these payment obligations at the amount of the Deposit from the Deposit account determined in the Specific Contract relating to the SimplePay Service. Deposit shall not be restored to the Merchant before 180<sup>th</sup> day after the completion of the last successful Transaction. Merchant undertakes that if Simple informs him in writing about the fact that the amount placed into Deposit is not cover or will not cover the obligation arisen at Simple for the payment of any costs, damages or amount arisen in connection with the use of the SimplePay Service – including but not limited to the obligations resulting from the Merchant's, Customer's abuses or the misuses of the Card data or from other abuses – then he shall increase the amount placed as Deposit with the amount indicated in the instruction within 15 work days following the receipt of the instruction. Simple undertakes that in case of an obligation for the payment of the above detailed costs, damages or amount arises, it will notify in writing the Merchant about it without delay, so it shall send to the Merchant the copy of the document confirming the fulfillment of the payment obligation. The amount of the Deposit shall be reexamined at least every half year. If, in case of charge back, the complaint of the Customer is well-founded in the Merchant's view, Merchant is entitled to initiate the required procedure in order to examine the case (prosecution, initiate proceedings for damages, etc.) Simple shall provide at the written request of the Merchant every document which can be found at Simple and is required for the examination of the case.
105. Merchant is liable for the payment of the amounts charged back but not refunded for Simple during Charge back after the termination of the Contract until the 180<sup>th</sup> day following the completion of the last successful Transaction.

106.If the Merchant does not fulfill his payment obligations towards Simple within 15 days proceeds to the notice, then Simple is entitled to collect the amount of the debt by way of assets management companies being in connection with Simple.

### **Commissions, fees**

107.The following payment obligations belong to the SimplePay Service:

- a) Accession fee
- b) Commission
- c) Monthly fee
- d) Bank costs
- e) Deposit

#### 108. Accession fee

The Merchant shall pay an Accession fee defined in the Specific Contract for SimplePay Services. The Specific Contract shall come into force upon the payment of the Accession fee. Simple shall issue and send an invoice of the amount of the Accession fee within 3 working days following the conclusion of the Specific Contract. Merchant is obliged to pay the Accession fee to Simple's bank account marked on the invoice within 3 work day following the receipt of the invoice. Simple shall notify the Merchant via e-mail about that the Accession fee was credited on its bank account.

For the Accession fee paid once the maximum of 5 different domains per Merchant can be connected to the SimplePay Service; in case of exceeding this number, Merchant shall pay the Accession fee to Simple again. Parties may agree otherwise about this in the Specific Contract.

Merchant shall pay the Accession fee by transfer from the bank account specified in the Specific Contract and to which the Merchant requested Simple to transfer the payments..Parties may agree otherwise in the Specific Contract.

#### 109. Commission

Simple shall charge the Merchant a Commission for each successfully processed Transaction, the amount of which is specified in the Specific Contract. Simple shall deduct the Commission from the amount to be released, paid from the escrow to the Merchant after the expiration of the Settlement period, by signing the Specific Contract Merchant accepts that the Commission is paid by off-setting. Simple at its own discretion is entitled to amend the Commission rate unilaterally, which shall not require the amendment of the Specific Contract concluded with Merchant. Simple shall be obliged to notify Merchant about the increase of the Commission at least 8 days before it enters into force. Such notification can be made by Simple either in e-mail sent to Merchant or by publishing a notice on Simple's website. If Merchant does not inform Simple about not accepting the amendment, it shall be considered accepted by the Merchant. If the Merchant does not accept the amendment, it shall be entitled to terminate the Specific Contract unilaterally within 8 days from the receipt of the notice. If the Merchant does not exercise its right of termination, the increase of the Commission shall be deemed accepted by it.

On Simple's Commission after the successfully authorized Transactions generated in the Settlement period the invoice will be issued to the Merchant within 15 days calculated from the last day of the Settlement period to the e-mail address Merchant indicated. Merchant accepts that Simple shall issue and/or send the invoice electronically to Merchant and accepts that - in case of EUR-EUR and USD-USD settlement options - the invoice relating to the Commission contains the Commission's amount in euro and USD respectively while the amount of VAT shall be specified in HUF, as calculated on the first version of the FX buy rate of the bank managing Simple's bank

account stated on the last day of the Settlement period. In every other settlement option the invoice shall contain the Commission and the VAT in forint.

Merchant undertakes that he shall not devolve to the Customer in any form the Commission paid for the settlement of the successful Transaction and that he shall not discriminate in any way the Customer paying through online card payment at the Payment acceptor against the Customers paying in some other way.

#### 110. Monthly fee

If Parties agreed that in the Specific Contract Merchant shall pay a fee defined in the Specific Contract for the functions offered by SimplePay Service and for the use of the SimplePay System and the Merchant Back Office Interface and Simple shall issue an invoice for him until the 15<sup>th</sup> day of the month following the current month. The Monthly fee shall be paid upon the setting of the go-live status of the SimplePay Service. If go-live status was made during the month, the calculation of the amount to be paid shall be symmetric.

#### 111. Bank costs

Those Merchants for whom Simple shall execute a payment after the expiration of the Settlement period in currency (so not in HUF) or to bank account managed by a foreign financial institution, the amount to be paid from the escrow shall be received after the decrease of the applicable costs (bank transfer fee) by the Merchant's transactional bank.

#### 112. Deposit

Within 5 working days from the signing of the Specific Contract the Merchant is obliged to transfer the amount of the Deposit to the transactional bank account of Simple determined in the Specific Contract.

Unless the Parties agree otherwise in the Specific Contract, the amount of the Deposit is defined in the Specific Contract shall be paid in Hungarian forint.

The amount of the Deposit shall be revised at least every six months in light of turnover, incoming customer complaints, frauds and other costs and changes in currency rates. Simple is entitled to increase the stipulated amount of the Deposit payable by the Merchant, in a specific written notice. This notice must contain the modified amount of the Deposit as well as the deadline for its payment. Should the Merchant fail to comply with such notice by the given deadline, Simple is entitled to terminate the Contract with immediate effect.

### **General provisions relating to the termination of the Contract**

113. In case of termination of the Specific Contract, for any reason, the present Merchant GTC is repealed in point of the legal relation between the Parties.

114. The termination of the Contract, for any reason, shall not affect the Parties' obligations relating to the Transactions performed before the termination of the Specific Contract and the obligations possibly remaining after the termination of the Contract. In case of the termination of the Contract for any reason, the Accession fee paid shall not be returned to Merchant. In case of termination of the Specific Contract, the Parties shall settle within 15 days from the date of the termination of the Transactions to be settled and the pending Transactions at the time of the lapse or termination.

Merchant shall ensure from the day of the termination of the Specific Contract that no more Transactions shall be initiated from the Payment acceptor. The settlement of the Transactions

performed but have not been paid before the day of the termination shall be effected by Simple irrespectively of the termination of the Specific Contract.

115. Merchant is obliged to comply with the possible subsequent payment obligations in the prescriptions period within 8 days after the notification of Simple.

116. In case of the termination of the contract for any reason and by any title, Merchant is obliged to remove immediately every reference mark referring to the SimplePay System from the Payment acceptor. Merchant is liable towards Simple for the damages and obliged to pay for Simple all the costs, fees and damages arisen from the late or deficient removing of the reference marks referring to the application of the SimplePay System from the Payment acceptor.

#### **117. Termination notice**

Both Parties are entitled to terminate the contract by informing the other Party in writing without justification with a notice period of 30 days.

Simple's register is indicative for the existence, amount and expiration of the Merchant's liabilities towards Simple.

#### **118. Termination notice with immediate effect**

In case of serious breach of the contract by either of the Parties, the other Party is entitled to terminate the Specific Contract with immediate effect by way of a notification in writing to the breaching Party.

The following shall be deemed as serious breach of the contract which can be basis of termination with immediate effect:

- a) serious violation of the Merchant's obligation defined in the Specific Contract and/or in the documents forming an integral part thereof and/or in the present Merchant GTC;
- b) malfunction of the SimplePay System caused by the Merchant or non performance of the proposed necessary modifications by Simple for troubleshooting within 3 days of the receipt of Simple's propositions relating to troubleshooting;
- c) violation of Simple's business reputation in connection with the Merchant's activity concerning the SimplePay Service;
- d) well-founded suspicion of that resulting from the Merchant's unlawful and/or negligent conduct any misuse of the Card data has been effected;
- e) the ratio of the complained/misused Transactions in the reference month exceeds the 30 % of the turnover of the Merchant scaled (in heads or in value) in the precedent monthly Settlement period and it is probable that, because of the Merchant's trade activity, his unlawful and/or negligent conduct, the ratio will be the same in the future;
- f) except the cases described in the Specific Contract or in the present Merchant GTC, Simple does not settle the Transactions within 14 days after the Settlement period in spite of the Merchant's written notice sent with a 7 days deadline.
- g) the SimplePay System does not operate for more than 7 days imputed to Simple and Simple does not send a notification in writing to the Merchant at least 24 hours before the standstill of the SimplePay System.
- h) every reason, conduct, event which is considered to be a serious breach of the contract by law, by the present Merchant GTC or by the Specific Contract or its commission ensures right of cancellation with immediate effect to one of the Parties.

Simple is entitled to terminate the Specific Contract with immediate effect if an event or a sequent of events occurs which, according to Simple's view, may be affected to the

Merchant's ability or willingness to fulfill his obligations, in particular his payment obligations resulting from the Specific Contract and/or the Merchant GTC or from the law.

Simple is entitled to terminate the Specific Contract with immediate effect if the International card company or the credit institution operating the Authorization centre calls him on to do so.

The violation of the obligations by the Merchant prescribed in the clauses 37-71 of the Merchant's GTC or the breach of confidentiality are considered to be serious breach of the contract and Simple may terminate the Specific Contract with immediate effect.

Simple is entitled to terminate the Specific Contract with immediate effect if the Merchant does not declare in writing to Simple the change of the Merchant's branch of activity or the scope of the purchased products or services defined in the Specific Contract within 15 calendar days counting from the change or the targeted branch of activity is not compatible with Simple's business goal.

Simple has the right to terminate the Specific Contract with immediate effect on the proposition, demand or sign of any of the bank and organization protecting (e.g.: HNB, Hungarian Tax and Duty Authority, International card companies) the Customer's community.

In case of the Merchant's breach of the contract, the Merchant is obliged to pay all the damages of Simple arisen from the breach of the contract, including adherent, consecutive, responsibility, direct or indirect damages, loss of profit, reasonable and justified legal costs, reasonable necessary costs to prevent and moderate the damages, all such damages are considered to be predictable damages at the time of the signing of the specific contract.

Merchant is neither entitled to enforce individually nor jointly with Simple his claim against Simple's chief executive officer. Simple's chief executive officer shall refer validly to this limitation of liability.

#### **119. Mutual agreement**

The Contracting Parties agree that they are entitled to terminate the Contract with mutual agreement at the request of any party in writing at any time.

#### **Use of a collaborator, data management, data protection, liability**

120. Merchant acknowledges that Simple shall use a third party in order to authorize or effectuate the Transaction which third party is considered to be Simple's collaborator. Simple is liable for the actions of the collaborator in the same way as for its own actions.

121. Simple is entitled to have the Merchant's data affixed to the gag list determined by the International card companies and Simple in accordance with the regulations of the International card companies, if any Party taking part in the SimplePay Service has any damages resulting from the misuse of the Card data or other abuses, from the imputable conduct of the Merchant's employee, from fraudulent Transactions or prohibited data management arisen from the Merchant's imputable conduct.

122. Merchant undertakes that for the sake of the proper data protection, he shall develop a data protection and data management regulation and process and verify annually the compliance therewith.

123. Merchant accepts that Simple may record the telephone conversations proceed with Simple, and may use it in case of disputed questions.

Regarding telephone conversations between the Merchant and Simple, the call and the displayed caller ID will be stored, to which the person acting on behalf of Merchant gives their express consent. The recorded call – if it may be identified beyond doubt – is made available by Simple to the Merchant upon their written request, within 30 days. Recorded calls are stored for a period of 5 years.

124. Merchant undertakes that he shall not demand for card data on his own interface and shall not safeguard them in any way. If Simple has any financial loss which justifiably came from the duplication of the Transaction at the Payment acceptor, from fraudulent Transaction, prohibited supplying of data, prohibited obtaining data, (e.g.: card data or PIN code demand), Merchant is liable for the damages arisen at Simple. The fact of obtaining data at the Payment acceptor is deemed to be justifiable by the Parties if comparing the turnover data of the bank cards used for the fraudulent Transaction the only common point is the Payment acceptor.

#### 125. Regulations on data processing

Pursuant to Article 28 of the General Data Protection Regulation of the EU (Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data – hereafter referred to as GDPR), Merchant as data controller and Simple as data processor agree herein on the regulations of their data processing relations as follows.

In relation to the personal data handed over to Simple by Merchant in the course of transactions, Merchant qualifies as data controller regarding the provision of their online vendor activities and their fee payment, and Simple qualifies as data processor regarding the provision of their SimplePay services to Merchant.

Simple undertakes to provide the data processing services, and to comply with the obligations made mandatory by GDPR, as part of their SimplePay service.

#### A) Scope of processed data, subject categories, the nature and purpose of data processing

Simple, as data processor, performs processing activities per the following data categories:

Nature and purpose of data processing activity	Érintetti kategória	Kezelt adat kategória
Completion of payment transactions within SimplePay	Customers paying with SimplePay in Merchant's webshop	name
		telephone number
		e-mail address
		transaction sum
		IP address
		time and date of transaction
		shipping address
		billing address
Authorization of payment within SimplePay	Customers paying with SimplePay in Merchant's webshop	name
		telephone number
		e-mail address
		transaction sum
		IP address
		time and date of transaction
		shipping address
		billing address
Fraud monitoring and	Customers paying with	name

prevention SimplePay	within	SimplePay in Merchant's webshop	telephone number
			e-mail address
			transaction sum
			IP address
			time and date of transaction
			shipping address
			billing address

The data sub-management activities of Simple as data processor cover the recording, the storage, the forwarding to Authorization partners, and the deletion of the above nominated data.

**B) Timeframe of data processing**

Simple conducts their data processing activity under the scope of the Contract, until the cessation of the SimplePay Contract.

**C) Rights and obligations of Simple as data processor**

Engagement of data sub-processor

By entering into this agreement and by signing the Specific Contract, Merchant gives their general consent to Simple engaging data sub-processors. Should Simple engage data sub-processors pursuant to this general authorisation, they shall immediately inform Merchant of the person appointed as sub-processor, and also if this person is later substituted. Merchant is entitled to object against the specific data sub-processor, in which case, Simple may not engage the given sub-processor further. Parties do not set any special criteria regarding the form in which the above objection is to be made, Merchant is free to pose such objections by the regulations on communication between parties, as is contained in this Contract.

Simple engages the following data sub-processors for the purposes of transaction authorisation and fraud prevention:

- OTP Bank Nyrt. (1051 Budapest, Nádor u. 16., company no. 01-10-041585)
- Borgun hf. (Ármúli 30, 108 Reykjavik, Iceland, company no. 440686-1259)

Simple is obligated to enter into written, GDPR-compliant agreements with the engaged data sub-processors..

Simple shall be liable for the conduct of the engaged sub-processors as if the sub-processing was done by themselves. Simple shall bear liability towards the Merchant regarding the legal violations, breaches of contract and any negligence of the sub-processor.

Simple may only appoint and engage data sub-processors that are in compliance with both the regulations of the GDPR and those of the SimplePay Merchant GTC; especially, but not limited to the data protection regulations therein.

**D) Instruction rights of the Merchant as data controller**

Simple recognizes and expressly accepts that their contractual data processing activities may only be conducted as per the instructions of the Merchant and the regulations of this Contract. Simple is not entitled to govern the processed data per their own decisions, may not delete, alter, link, use or otherwise manage them without the given instruction of the Merchant, and may also not choose the means and purposes of the data processing, only Merchant may do so.

Simple may only process data nominated under point A), and only for the purposes set out therein.

Should Simple default in their above obligation, Simple shall then be viewed as a data controller of their own, bearing sole liability towards the data subjects.

#### **E) Confidentiality**

Simple undertakes an obligation of confidentiality regarding the Customer personal data managed during their sub-processing activities, which shall cover their employees, agents, co-operators and officers engaged in the provision of data processing services.

#### **F) Provision of data security**

Taking into account the state of the art, the cost of implementation and the nature, scope, context and purposes of processing as well as the risks of varying likelihood and severity for rights and freedoms of natural persons posed by the processing, Simple undertakes to aid the data controller in meeting their obligations towards the data subjects, involving the exercising of the subjects' self-determination rights, to the fullest extent possible.

Simple is hereby obliged to protect the governed data, especially against unauthorized access, alteration, forwarding, publication, loss, deletion or destruction, moreover against the data becoming inaccessible because of technological paradigm shifts.

Simple shall manage the data pursuant to the applicable industrial best practices, by the GDPR, the applicable Hungarian legislation, the present Contract, and by the level of data security set out by any and all applicable data protection regulations which may apply.

In case of data loss for any reason, Simple shall restore the lost data without additional charge. Should the data loss emerge for reasons solely attributable to Merchant, Simple may then bill their expenses to Merchant for the restoration services rendered.

#### **G) Cooperation in the exercising of subject rights**

Simple undertakes to ensure Merchant's means to exercise data subject rights pursuant to applicable data protection laws (e.g. restriction, rectification, access, erasure, data portability rights, etc.), and shall provide Merchant assistance with adequate organisational and technical measures in the answering of data subject inquiries. Simple is to comply with Merchants' requests and the data subject inquiries forwarded to them by Merchant in no more than 5 working days' time, and shall cooperate with Merchant without delay in the answering thereof.

Should Merchant order in writing any data to be erased, rectified, destroyed, restricted or ported, Simple shall comply with said order without delay, but in no more than 5 working days' time, and shall ensure that any sub-processors comply with said orders as well, and must inform these sub-processors of the above orders.

#### **H) Obligations of Simple regarding incidents**

Simple shall assist Merchant in meeting their incident response obligations in the event of an incident occurring. Should such an incident occur at Simple, they shall then notify Merchant of the incident in no more than 48 hours from having gained knowledge thereof, and must also notify Merchant of the nature of the incident, the categories of data affected by the incident, the number and the categories of affected data subjects, if applicable, the data protection officer's



name and contact information, the probable consequences of the incident, and the planned or executed remedial measures of Merchant, including those aimed at remedying the adverse effects of the incident itself.

**I) Obligations of Simple regarding data protection impact assessment**

Simple undertakes to assist Merchant in executing a data protection impact assessment, if necessary, and shall provide them with all necessary information available to Simple within 5 days' time, in writing – which includes e-mail. Relating to this obligation, Simple shall hand over to Merchant any and all information necessary to weigh the potential effects of Simple's data processing activities as per the above deadline and procedure.

**J) Obligations of Simple regarding prior consultation**

Simple shall provide Merchant assistance regarding any prior consultations with the data protection authority, should such take place, and shall provide them with all necessary information available to Simple within 5 days' time, in writing – which includes e-mail.

**K) Obligations of Simple regarding data protection auditing and on-site inspections**

Simple shall provide Merchant with any and all data and information necessary to demonstrate the compliance of Merchant with GDPR regulations, as well as those enabling and expediting audits – including on-site inspections – conducted by either Merchant or their appointed auditors within 5 working days' time from having received the pertaining request.

**L) Obligations of Simple regarding termination of contract or data processing**

In the event of the data processing service provided hereunder or if the Contract is terminated, Simple undertakes to delete all data instances stored pursuant to this Contract, and to return over to Merchant any physical copies that may exist, by the procedure chosen by Simple, without delay, but no later than 5 working days' time. This obligation to delete does not extend to data required to be kept by Hungarian or European laws, nor to any instances of data governed by Simple as a data controller.

**M) Record-keeping obligations of Simple**

Simple hereby recognizes that pursuant to the provisions and detailed requirements under Article 30 (1) a)-g) they are responsible required to keep complete and adequate records of all of their data processing activities conducted hereunder. Simple declares recognition of the fact that pursuant to applicable law, they shall bear sole liability for any negligence or misconduct regarding their record-keeping obligations detailed above.

**N) Data protection officer of Simple**

Simple undertakes to appoint a data protection officer, should this be required pursuant to applicable regulations of either GDPR or Hungarian law, and shall notify Merchant of both the name and contact info and any changes thereto within 5 working days' time.

**O) Liability of Simple as data processor**

Data Processor recognizes and accepts that they bear liability for both their own data processing activities and those of their engaged data sub-processors.

**126. Management of Merchant data and the data of Merchant's contact personnel**

**A) Legal basis, purpose and timeframe of data management, scope of governed data**

During the contracting with Merchants, Simple gains knowledge of the personal data of Merchant’s representatives and contact personnel, moreover, if Merchant is a sole trader. Simple informs the Merchants and Merchant representatives of the management of their data as follows.

Simple manages the personal data of sole trader Merchants pursuant to GDPR rticle 6 (1) a), for the performance of a contract to which the data subject is party. Simple manages the personal data of Merchant representatives and contact personnel pursuant to GDPR Article 6 (1) f) for the purposes of the legitimate interests pursued by the controller, which is Simple.

It is the joint legitimate interest of Simple and the Merchant for the personal data of the Merchant’s representatives and contact persons to be managed, since it is necessary to conclude the contract between the Merchant and Simple, for keeping contact, and for providing contractual notifications to the Merchant. Only the essential personal data of the representative and the contact person are managed, so the fundamental rights and freedoms of the representative and the contact person are not infringed upon. and they do not preclude the legitimate interests of Simple.

The legal basis for the data management is specified below per data categories and management purposes.

<b>Data subject</b>	<b>Governed data type</b>	<b>Origin of data</b>	<b>Purpose of data management</b>	<b>Legal basis of data management</b>	<b>Timeframe</b>
Contact person of Merchant	name	Merchant	Creation and conclusion of contract Contact keeping	GDPR Article 6 (1) f) for the purposes of the legitimate interests pursued by the controller	8 years from the termination of contract
	telephone number	Merchant	Creation and conclusion of contract Contact keeping	GDPR Article 6 (1) f) for the purposes of the legitimate interests pursued by the controller	8 years from the termination of contract
	e-mail address	Merchant	Creation and conclusion of contract Contact keeping	GDPR Article 6 (1) f) for the purposes of the legitimate interests pursued by the controller	8 years from the termination of contract
	recorded phonecall	Contact person	Customer service, complaint management Conclusion of contract	GDPR Article 6 (1) a) Consent of data subject	5 years
Representative of Merchant	name	Merchant	Creation and conclusion of contract Contact keeping	GDPR Article 6 (1) f) for the purposes of the legitimate interests pursued by the controller	8 years from the termination of contract
	date and place of birth	Merchant	Creation and conclusion of contract Contact keeping	GDPR Article 6 (1) f) for the purposes of the legitimate interests pursued by the controller	8 years from the termination of contract
	mother’s maiden name	Merchant	Creation and conclusion of contract	GDPR Article 6 (1) f) for the purposes of the legitimate interests pursued by the	8 years from the termination

			Contact keeping	controller	n of contract
	position/authorization	Merchant	Creation and conclusion of contract Contact keeping	GDPR Article 6 (1) f) for the purposes of the legitimate interests pursued by the controller	8 years from the termination of contract
Sole trader Merchant	name	Merchant	Creation and conclusion of contract Contact keeping Invoicing Fulfilment of legal obligations Right- and claim exercising	GDPR Article 6 (1) b) Contracting and conclusion of contract  GDPR Article 6 (1) c) Fulfilment of legal obligations	8 years from the termination of contract
	address	Merchant	Creation and conclusion of contract Contact keeping Invoicing Fulfilment of legal obligations Right- and claim exercising	GDPR Article 6 (1) b) Contracting and conclusion of contract  GDPR Article 6 (1) c) Fulfilment of legal obligations	8 years from the termination of contract
	mother's maiden name	Merchant	Creation and conclusion of contract Contact keeping Invoicing Fulfilment of legal obligations Right- and claim exercising	GDPR Article 6 (1) b) Contracting and conclusion of contract  GDPR Article 6 (1) c) Fulfilment of legal obligations	8 years from the termination of contract
	date and place of birth	Merchant	Creation and conclusion of contract Contact keeping Invoicing Fulfilment of legal obligations Right- and claim exercising	GDPR Article 6 (1) b) Contracting and conclusion of contract  GDPR Article 6 (1) c) Fulfilment of legal obligations	8 years from the termination of contract
	sole trader registration number	Merchant	Creation and conclusion of contract Contact keeping Invoicing Fulfilment of legal obligations Right- and claim exercising	GDPR Article 6 (1) b) Contracting and conclusion of contract  GDPR Article 6 (1) c) Fulfilment of legal obligations	8 years from the termination of contract

## B) Data controller and data processors

### The data controller

The controller of the personal data specified under point A) hereto is Simple, the information of which is contained under point 2 of the present GTC.

On behalf of Simple, the data is accessible to the employees of Simple whose access is essential to the performance of their duties. Access authorizations is specified in a strict internal code.

### Data processors

For the processing of the personal data of representative and contact persons, we engage the following companies, with whom we have entered into data processor agreements. The following data processors conduct the processing of personal data:

Data processor	Data processor's activity
<b>OTP Bank Plc.</b> (seat: 1051 Budapest, Nádor u. 16.; company reg. no.: 01-10-041585; tax no.: 10537914-4-44)	a) provision of IT infrastructure b) provision of SimplePay customer services c) accounting and bookkeeping d) document storage e) provision and support of company controlling software
<b>Microsoft Inc.</b>	a) Microsoft 365 cloud service provision

### C) Simple's data protection officer

János Weiner

Contact:

- a) Simple offices (1093 Budapest, Közraktár u. 30-32.)
- b) e-mail address: [dpo@otpmobil.com](mailto:dpo@otpmobil.com)
- c) Postal address: 1093 Budapest, Közraktár u. 30-32.

### D) Data forwarding

The personal data of Merchant representatives and contact persons is not forwarded by Simple to any third party countries not party to the GDPR, these are only forwarded to data processors nominated under point B) hereto.

### E) Rights of Merchant representatives and contact personnel

- a) **Right of access:** they may inquire as to what employee data is managed, for what purposes, for how long, to whom do we forward them, and where the data originates from.
- b) **Right of correction:** should their data change or be recorded wrong, they may request that this be rectified or corrected.
- c) **Right of deletion:** in instances specified by law, they may request that we delete their stored personal data.
- d) **Right of restriction:** in instances specified by law, they may request that data management be restricted regarding their personal data.
- e) **Right to objection:** in instances specified by law, they may object to their personal data being managed, in which case we do not manage their personal data any further.
- f) **Right to data portability:** the subject may request the porting of their personal data, in which case we hand over their stored data either to them, or directly to a data controller of their choosing, if such is technically safe.

The right to data portability request form can be downloaded from the link below:

[http://simplepay.hu/old/docs/201804/OTP\\_Mobil\\_Kft\\_adathordozhatosagi\\_kerelem\\_form.pdf](http://simplepay.hu/old/docs/201804/OTP_Mobil_Kft_adathordozhatosagi_kerelem_form.pdf)

Requests and inquiries per the above are to be issued either electronically at our customer services contacts ([ugyfelszolgalat@simple.hu](mailto:ugyfelszolgalat@simple.hu)) or via mail addressed to our postal address; in such cases,

Simple conducts themselves pursuant to applicable law, and will provide information on the rendered measures in one month.

- g) **Right to revoke consent:** in cases where personal data is managed by the consent of the subject, they have the right to revoke such consent at any time, which does not affect the legality of data management conducted prior to the revocation

Consent may either be revoked electronically at our customer services contacts ([ugyfelszolgalat@simple.hu](mailto:ugyfelszolgalat@simple.hu)) or via mail addressed to our postal address.

- h) **Right of complaint:** should you have any complaints or grievances regarding our data management, you have the right to lodge a complaint by the supervisory authority:

National Authority for Data Protection and Freedom of Information

Website: <http://naih.hu>

Postal address: 1530 Budapest, Pf.: 5.

E-mail: [ugyfelszolgalat@naih.hu](mailto:ugyfelszolgalat@naih.hu)

Telephone: +36 (1) 391-1400

Moreover, you may file a suit against Simple before the Municipal Court of Budapest if your personal data has been infringed upon.

## F) Data security

The data security measures implemented by Simple are detailed under point 125. herein.

## Customer's Office

127. Merchant shall handle the customer's complaints arisen in connection with the products and services provided by him according to his own regulations.

128. Simple shall handle the customer's complaints arisen in connection with the SimplePay Service according to its own regulations.

## Miscellaneous

129. The Merchant grants consent by accepting this Merchant GTC and concluding the Specific Contract to Simple to use, display, indicate his logo, trade name or other word or graphical designation under trademark or copyright protection in any way either on the internet or off-line way, for example in print, for the sole purpose of reference. Simple is entitled to sublicense the licence to third party belonging to the OTP Group. Simple may use only such designation, logo or name as a reference with which the Merchant provided Simple or which the Merchant accepted. The Merchant represents and warrants that he obtained all rights of the logo, designation provided or accepted by the Merchant necessary for the aforementioned licence and that there are no third parties having any right or legal interest in connection with the logo or designation which could restrict, impede or exclude the use of the logo or designation by Simple for the aforementioned purpose. If any third party claimed against Simple any such claim, the Merchant is obliged to directly and fully fulfil the claim immediately and shall hold Simple harmless and indemnify and shall fully compensate Simple's damages.

130. If any provisions of the present agreement is invalid or become invalid, the invalidity of this provision shall not affect the other provisions of the agreement.

131. The Parties declare that the Merchant GTC and the Specific Contract with its annexes together constitute the entire agreement between the Parties and supersede any and all prior discussions, communications and contracts prior to the conclusion of the Specific Contract.

132. The notifications of the Parties in connection with the present agreement shall be made in writing. It is considered to be in writing the delivery via personal delivery (with acknowledgement of receipt) or registered mail and via electronic letter if the recipient has confirmed its receipt. Notifications in connection with the modification, termination of the contract or relating to the Parties' claims against each other shall not be accepted via e-mail.

The notification is deemed to be delivered on the fifth (5.) day following its justifiable posting date if it was sent to the other party via post as a registered mail to the address of the seat registered in the registry or to the address given in the Specific Contract by the other party or to the address stipulated in writing to the other party.

The Parties expressly agree that the notification sent via post as a registered mail is deemed to be delivered even if it comes back from the recipient with a sign "not seek" or "refused" or "unknown" or "moved" or any other identical meaning, if it was sent to the address of the seat registered in the registry or to the address given in the Specific Contract by the other party or to the address stipulated in writing to the other party.

133. The Parties shall indicate the contact persons in the Specific Contract. Any of the Parties is obliged to inform the other party about the changes of the person or data of the contact person on the day on which the party concerned first became aware of the changes or within 5 work day following the changes.

134. In the absence of proof to the contrary, the notification is deemed to be delivered and read by the other Party in the following time:

- a) in case of personal delivery, on the 5<sup>th</sup> day after its sending;
- b) in case of airmail shipment sending to abroad, on the 7<sup>th</sup> day after its posting;
- c) sending via electronic letter, until 00:00 a.m. on the 2<sup>nd</sup> work day following the sending of the letter;
- d) sending via post as a registered letter, at the time of the receipt, in the absence of that, on the 5<sup>th</sup> work day counting from its posting.

135. The possible annexes constitute an integral part of the Merchant GTC and the Specific Contract. The present Merchant GTC is prepared in English-Hungarian bilingual version, the Hungarian version shall prevail.

Budapest, 16th of April 2018.