

# GENERAL TERMS AND CONDITIONS ON THE SIMPLEPAY SERVICE

Effective from 10 June 2026

## Subject of the GTC

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

## 2. General data

The operator and provider of the SimplePay Service is SimplePay Private Company Limited by Shares (SimplePay Plc.).

Public company data of SimplePay Plc.:

Seat: 1138 Budapest, Váci út 135-139. B. ép. 5. em.  
Reg. No.: 01-10-143303  
Registry: Court of Registration of the General Court of Budapest  
Tax No.: 32835155-2-44  
Represented by: Péter Bese CEO, individually

hereinafter: **Simple**

## 3. Definitions

**3D Secure or 3DS or strong customer authentication:** based on the Regulation of the European Commission No. 2018/389 on the completion of the directive No. EU 2015/2366 of the European Parliament and the Council related to the regulatory technical standards on the strong customer authentication (hereinafter referred to as: SCA Regulation) and the Act LXXXV of 2009 on the payment services (hereinafter referred to as: Pft.) it is a customer authentication method during which the authentication is based on two or more elements which belong to the categories of knowledge (for example password), possession (for example mobile device, SMS sent to phone number) and biological characteristic (for example fingerprint, face recognition, biometric identification) and which must result of generation of an authentication code. Strong customer authentication is mandatory in case of electronic payments from December 31, 2020. 3DS is a strong authentication service provided by EMVCo which meets the provisions of SCA Regulation and the Pft. Simple uses this 3DS services for the strong customer authentication in the SimplePay services.

**Apple Pay:** a mobile payment and mobile wallet service from Apple Inc. that is integrated into the SimplePay Service as part of the online bankcard functionality and i) is displayed as a payment method in the payment interface of the SimplePay Service to the Customer, or ii) at the Merchant's choice, is displayed as a payment method directly on the payment interface displayed at the Merchant's Payment Acceptor, in which case a Customer with a bankcard stored in Apple Pay can pay for goods and services purchased at the Merchant's Payment Acceptor by clicking on the Apple Pay button in the SimplePay Service payment interface or, where available, directly on the Merchant's Payment Acceptor's payment interface using an online bankcard payment with their bankcard stored in Apple Pay.

**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.

**Click to Pay:** an online payment solution supported by the International Card Schemes, based on the EMV Secure Remote Commerce (SRC) standard, which has been integrated into the SimplePay Service as part of the online bank card function. Click to Pay is displayed as a payment method on the SimplePay Service's payment interface shown to the Buyer. Buyer can register his/her bank card in the Click to Pay, and by clicking the Click to Pay button, the Buyer can pay online by bank card for products and services purchased at the Merchant's Payment Acceptance Point, using a bank card registered with Click to Pay.

**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 Specific Contract.

**DCC:** Dynamic Currency Conversion. DCC is provided by OTP Bank Plc. as the accepting bank, and essentially means that, after recognizing the currency of the card, foreign cardholders are offered – in the case of POS terminal payments, the POS terminal offers to charge the transaction amount to the cardholder's account in the specific amount displayed in the card's original currency, thus avoiding further currency conversions. If the cardholder Customer takes advantage of this option, OTP Bank Plc. converts the purchase amount in forints to the card's currency at an exchange rate determined by it and forwards the transaction for authorization and settlement.

**Mobile POS Service Accession fee:** a single payment paid by the Merchant for the use of the Mobile POS Service, amount of which is determined in the Specific Contract.

**Deposit:** Amount of money paid and deposited by the Merchant when signing the Specific Contract or after that for the unilateral request of Simple 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 the Merchant's balance is negative i.e. it shows debt during the Contract for more than 30 days and if the Merchant's balance is negative i.e. it shows debt upon termination of the Contract. The exact amount of the Deposit and its payment method shall be determined in the Specific Contract relating to the Simple service or in case of unilateral Deposit request in the request of Simple. The Deposit shall be deemed as Security Deposit.

**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.

**Uniform Data Entry Solution or EAM:** the object or procedure defined in Section 2(1)(4a) and Annex 6 of MNB Regulation No 35/2017 (XII. 14.) on the processing of payment transactions, effective from 1 September 2024, which enables the transmission of the data required for the submission of an instant transfer order or part of the data required for the submission of an instant

transfer order in a form suitable for machine scanning by means of non-cash means of payment. The Uniform Data Entry Solutions are:

1. QR code-based data entry solution,
2. NFC-based data entry solution,
3. a deeplink-based data entry solution using a uniform resource locator (URL).

**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.

**Customer:** the person who purchases a product or service from the Merchant and settles the payment via the SimplePay Service by Card or bank transfer, depending on the payment method.

**Customer information:** general information, which sets out the rules that apply when the Customer pays the Merchant for his purchase through the SimplePay Service in the webshop of a Merchant that has contracted with Simple for the SimplePay Service.

**Payment acceptor:** Any place (commercial / internet acceptor) where the Bank Card can be used to withdraw cash or pay for goods or services based on the logo of the Credit Institution or International card company (e.g. Visa, MasterCard). Including commercial complexes generated on the internet that is an individual online business operating on its own website, from the platform of which the SimplePay system is available.

**Payment request:** on the basis of the Hungarian National Bank's Decree 35/2017 (XII. 14) on the handling of money transactions, the instant transfer related to the initiation of a payment addressed to the paying party (Customer) by the merchant as beneficiary, pursuant to Section 2 (1), Point 5 a standardised message in a processing payment system, which contains at least all the data required to enter an immediate transfer order.

**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.

**GDPR:** Regulation (EU) 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 and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

**GIRO:** GIRO Zrt., the central system operator of the instant payment system.

**Google Pay:** the Google Payment Service provided by Google Ireland Limited, offering a digital wallet solution for contactless and online bankcard payments, which is integrated into the SimplePay Service as part of the online bankcard functionality and i) is displayed as a payment method in the payment interface of the SimplePay Service to the Customer, or ii) at the Merchant's choice, is displayed as a payment method directly on the payment interface displayed at the Merchant's Payment Acceptor, in which case a Customer with a bankcard stored in Google Pay can pay for goods and services purchased at the Merchant's Payment Acceptor by clicking on the Google Pay button in the SimplePay Service payment interface or, where available directly on the Merchant's Payment Acceptor's payment interface using an online bank card payment using their bankcard stored in Google Pay.

**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 the amount of which is determined in the Specific Contract.

**Cfa:** The Act CCXXXVII of 2013 on the credit institutions and financial institutions.

**Info Act:** The Act CXII of 2011 on the right of information self-determination and on the information liberty.

**Innopay:** Innopay Zrt., the aggregator used by GIRO for the outsourced processing of payments based on the Uniform Data Entry Solutions.

**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:** commission paid by the Merchant to Simple as consideration for the SimplePay Services, contained in the specific contracts, and charged for Transactions, the amount of which is determined in the Specific Contract.

**Mobile POS Service Commission:** commission paid by the Merchant to Simple as consideration for the Mobile POS Services, the amount of which is determined in the Specific Contract.

**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, these are the bankcard number, name designated on the bankcard, 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 or persons which operate the Payment acceptor and there 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 GTC:** the present general terms and conditions on the use of SimplePay Services by the Merchants.

**Merchant ID:** in other name: “Merchant Code” which is a given identification code determined in the Specific Contract which identify each Merchant individually and unambiguously in the SimplePay Services.

**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 balance:** alias "Merchant account", a registration account created for the given Payment acceptor of the Merchant by the Simple, in which Simple 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'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

**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 Specific Contract or with the present Merchant's GTC or which is the circumvention of the rules thereof.

**Ancillary services:** optional services which the Merchant can choose and provided by Simple as the part of the Online payment services and which constitute an added value. Those services are in particular which connect the Online payment services to the Simple Application and System developed and operated by Simple on the side of the Customer and with the help of which the Customer is able to pay the purchase price of the Transaction managed at the Merchant's Payment acceptor with a bankcard registered in the Simple Application.

**MO/TO:** a mail order, telephone order transaction where the Customer cardholder pays for goods or services with a bank card on the basis of a written or telephone order. In a real-time sales transaction where the cardholder Customer is not present in person, the amount is immediately locked in the account associated with the card and credited to the Merchant after confirmation by the Merchant.

**International card companies:** international companies defined herein. The international organisation to which Simple, through OTP Bank Nyrt, which accepts bank cards, is indirectly affiliated to provide its bank card payment services within the SimplePay Service. The best-known card companies are Visa International • Mastercard International • Japan Credit Bureau • UnionPay • American Express.

**Transactional bank account:** the Merchant's transactional bank account which is defined in the Specific Contract.

**POS (Point of Sale) terminal:** For the POS terminal service, the electronic card reader terminal provided by Simple to the Merchant, which provides the technical solution for the payment function from the bank card to the cardholder at the time of purchase.

The POS terminal transmits the data on the chip or magnetic stripe of the Bank Card and related to the Transaction to the Accepting Credit Institution during the electronic payment. The POS terminal may also be equipped with a separate PIN code entry keypad, which must be used in accordance with Simple's instructions.

**qvik Service:** Payment (instant transfer) solution based on Uniform Data Entry Solutions. The qvik Service is provided by Simple on the basis of the relevant provisions of MNB Regulation No. 35/2017 (XII. 14.) on the processing of payments, the business terms and standards of GIRO and the relevant provisions of the tripartite agreement between GIRO, Innopay and Simple as the sub-aggregator providing the Uniform Data Entry Solution and the proof of execution of the payment transaction to Merchants, the business terms forming an integral annex thereto, and aggregator agreement between Innopay and Simple.

**Instalment services:** services available in the SimplePay System for the Customers provided by the Card Issuer and the Card Company by which the Customer becomes entitled to and may obtain instalment paying possibility at the Merchant's Payment acceptor if the Customer pays with MasterCard bankcard via Online card payment or POS terminal, the total amount of the purchase is more than 20 000 HUF, the Customer has account in the Card Issuer bank to which credit limit belongs and if the Card Issuer does not prohibit or permits the Instalment services at the Payment Acceptor. The Customer entitled to the Instalment Services may choose on the payment surface of the SimplePay services among the possibilities offered by his/her bank managing account the following: the amount of the own contribution from the total purchase price, the amount to be paid in instalments, the number of months of payment and the amount of the monthly instalments.

**Simple:** SimplePay Plc.

**SimplePay System:** payment system, set-in the Payment acceptor's online platform in case of online bankcard and bank transfer payments, connected to the Payment acceptor's system in case of bankcard payment via POS terminal, but operated by Simple through which the Simple ensures the SimplePay Service. SimplePay System includes the SimplePay application and the SoftPOS application as well.

**SimplePay Service:** ensuring the possibility of online bankcard payment and via POS terminal and other 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 payment transactional services so these services shall not require announcement to or authorization from the Hungarian National Bank and do not fall under the CFA. SimplePay Service includes the SimplePay and the SoftPOS application and Mobile POS services available through it, including SoftPOS Services.

**Mobile POS Service:** a single service forming part of the SimplePay Service, which includes electronic payment solutions incorporated into a mobile application for Android and iOS devices developed specifically for Merchants and other service providers aiming to ensure electronic payment solutions in their activity. After installation, the application ensures four types of payment solutions. Simple provides SoftPOS Services in the framework of Mobile POS Services. The Merchant can order the Mobile POS Service in the Specific Contract.

**Simple website:** website operated by Simple under (URL) [www.simplepay.hu](http://www.simplepay.hu) and [www.simplepartner.hu](http://www.simplepartner.hu).

**Simple Application and System:** mobile application and system developed and operated by Simple in which the Customers are able to register and save their bankcards after registration and to manage purchases with the bankcard according to the Customer information of the Simple Application and System.

**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 for the Customers and also for the Merchants via telephone and in writing on the following availabilities:

- a) In written letter form, via post addressed to SimplePay Plc. sent to the following address: H-1138 Budapest, Váci út 135-139. B. ép. 5. Em.
- b) In electronic letter sent to the following e-mail address: [ugyfelszolgalat@simple.hu](mailto:ugyfelszolgalat@simple.hu);
- c) 6nt he 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

**SoftPOS Services:** software-based Point-of-Sale (POS) services ensuring bankcard payment solution provided in the framework of Mobile POS Services in which the Customer purchasing in a physical store can pay the purchase price with a PayPass ready bankcard or with digitalised bankcard available on his/her smart device with touching in the software solution installed on the Merchant's mobile device. For the use of the SoftPOS Service the Merchant installs the SimplePay Application and the SoftPOS mobile application on its own mobile devices operated in the physical shops; the number of the mobile devices are determined by the Merchant.

**SoftPOS Endpoint:** SoftPOS software connection available in the Merchant's physical store to which the Merchant can connect from its mobile device, on which the SimplePay Application and the SoftPOS mobile application are installed, in the physical store, and through which the Merchant uses the SoftPOS Services. In one physical store more SoftPOS Endpoint can be operated, one Merchant can operate SoftPOS Endpoints in more physical stores parallelly, but one SoftPOS Endpoint can be used on one mobile device simultaneously and one mobile device can connect only to one SoftPOS Endpoint simultaneously.

**SoftPOS mobile application:** mobile application available on Android mobile devices ensured by Simple to the Merchant for the use of the SoftPOS Services, protected by the copyright of a third party, which the Merchant installs on the mobile device to be connected to the SoftPOS Endpoint and through which the Merchant can use on its mobile device the SoftPOS Services. A softPOS end user licence terms available in the SoftPOS mobile application shall apply to the use of the SoftPOS mobile application by the Merchant, the acceptance of which by the Merchant is necessary for installing and using the SoftPOS mobile application by the Merchant.

**SoftPOS EULA:** The end-user license terms for the SoftPOS mobile application, which is published in the SoftPOS mobile application in English.

**Mobile POS Service Handbook:** user guide of the SoftPOS mobile application, SoftPOS Services, SimplePay Application and Mobile POS Services, created by Simple for the Merchants and made available on the Website which contains technical criteria, description of operation, binding rules related to the use of the aforementioned services and mobile applications, including the provisions of the acceptance of bankcards in the SoftPOS Services.

**POS terminal Service:** Point-of-Sale (POS) service, whereby the Customer's bank card, physically or digitally present at the physical point of sale, transmits the data on the chip or magnetic stripe of the bank card and related to the Transaction to the Accepting Credit Institution during the electronic payment.

**SZÉP card:** Széchenyi Pihenő Card (SZÉP card) as defined in Section 71 (5) (d) of the Personal Income Tax Act, which is a payment instrument issued by an institution entitled to issue such cards, which can be used to purchase services from authorised service providers included in the scheme, using the subsidy paid to the employee by the employer.

**EP card:** a health fund card within the meaning of Article 1/A(c) of Government Decree 268/1997 (XII. 22.) on certain management rules for voluntary mutual health and self-help funds, issued by a health fund, which is a means of identifying the member, verifying the coverage of the individual account, and performing a blocking operation on the individual account, and which may be used to support health and health insurance data management.

**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 purchases a product or service from the Merchant and pays for it via the SimplePay Service, either by card or bank transfer, depending on the payment method.

**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 Customer information 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 and/or in the case of suspicion of Card data abuse, Customer abuse or Merchant abuse. In the case of POS terminal Service, at any POS terminal of the Merchant's Payment acceptor, it is possible to use the return of goods function to credit the full or partial amount of the Transaction in the event that the cardholder returns the previously purchased goods or services for any reason, or withdraws from the service and the Merchant that accepted the goods or services refunds the amount of the goods or services purchased.

**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 an integral part of the Specific Contract as its Annex 1.

The Parties declare in the Specific Contract based on the express request of the Merchant, which payment acceptors defined in the Specific Contract – based on the result of risk assessment made by Simple – are eligible for the services. Simple may decide in his sole discretion that he refuses to authorize the services for the Merchant, the Merchant is obliged to acknowledge this decision and shall not enforce any claim on any legal ground against Simple.

#### **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 enters 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, if the Merchant is not obliged to pay an Accession fee based on the Specific Contract, it enters into force on the date of the SimplePay Service's pointing at the Payment acceptors. The Specific Contract is concluded for an indefinite period.
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 or if the modification is justified by a decision of the authority
  - c) substantial and unforeseeable change in Simple's circumstances or its external circumstances
  - d) changing of the Simple's business policy
  - e) changing of the risks related to service included in the Specific Contract and in the present Merchant GTC
  - f) changing of the regulations applied by the International card companies
  - g) changing of the regulations applied by the credit institutions operating the Authorization centre
  - h) other changes related to the legal relation arising from the Specific Contract
  - i) 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 or in any similar way. 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. If the Merchant does not make a statement within the aforementioned 8 days long deadline, the Marchant shall be considered as who accepted the modification of the Merchant GTC.
9. **Form of the contract, provisions and process of electronic contracting, amendment**

The modification of the Specific Contract concluded in writing based on paper is only possible by ways of written amendments to contract signed by both Parties.

If the Specific Contract is concluded in electronic way between the Parties, it shall be deemed as a written contract. The Marchant may conlude the Specific Contract in electronic way on the Simple Website or on a special online surface operated by Simple for that purpose by clicking.

The electronic Specific Contract is fixed by Simple electronically. The electronic contract concluded and fixed in such a way is available to the Merchant electronically.

The Merchant can correct the incidental mistakes, clerical errors, typos, failures in its data given in the Specific Contract before making the contractual statement and closing the electronic process of contracting in the way that the Merchant is able to correct the data given in any point of the contracting procedure before ending the procedure.

Conclusion of the Specific Contract happens by clicking on the button referring to that at the end of the contracting procedure and by ticking the checkbox containing the acceptance of the Merchant GTC with which action the contract is concluded and enters into force between the Parties with the content stipulated by the Specific Contract and the Merchant GTC and which causes payment obligation on the side of the Merchant.

Simple sends confirmation letter to the Merchant about the conclusion of the contract between the Parties within 48 hours after closing the electronic contracting procedure, which shall contain that how the Merchant is able to access the electronic version of the contract fixed by Simple.

The Parties are entitled to modify the Specific Contract concluded in electronic form in electronic way with mutual consent.

The following changes do not require the formal modification of the Specific Contract, the Parties disclose them in e-mail or written letter sent to the other Party:

- a) change in the data of contact persons,
- b) change of the Merchant's bank account number indicated in the Specific Contract,
- c) change of the official seat, branch office, company name, company register data including in particular but not limited to the person of chief executive officers or their data, change of VAT number or Tax ID,
- d) change of the circle of payment methods used by the Merchant if the amount of the Commission remains unchanged.

### **The electronic contracting initiation process:**

The Merchant can initiate electronic contracting on the [www.simplepay.hu](http://www.simplepay.hu) Website. The first step is for the Merchant to fill in the electronic registration form for electronic contracting on the Website, provide the information requested therein and then tick the box indicating that he has read and understood the relevant Privacy Policy on the Data Processing related to Offer Requesters.

The mandatory data are marked with \* on the form and the contracting process cannot be started without ticking these and the checkbox of the Privacy Policy.

The Merchant then clicks the appropriate button to submit the contracting request to Simple.

During the registration process, Simple sends an e-mail message to the e-mail address provided by the Merchant to confirm the registration, and the Merchant can continue the contracting and registration process by following the instructions in this message.

Once the registration and contracting process has been completed, Simple will send an indicative offer to the Merchant at the above e-mail address for the use of the SimplePay Service.

If the Merchant accepts Simple's offer, it will confirm it to Simple by e-mail, in which case Simple will examine the Merchant to determine whether it complies with the requirements of the International card companies and the law, and if so, it will prepare the Specific Contract on the basis of the accepted offer and send it to the Merchant by e-mail.

The Merchant will have access to the data provided in the electronic registration form above, and Simple will send a separate link to the data to each Merchant by e-mail.

Simple reserves the right to refuse to conclude a Specific Contract with the Merchant at any time during the contract conclusion process without giving reasons, regardless of whether the refusal relates to some or all of the services that the Merchant wishes to use. Simple's decision in this regard is final, and the Merchant agrees not to pursue any claims against Simple in connection with this decision.

### **Additional rules for electronic contracting in the case of Internet acceptors:**

A precondition for the conclusion of the Specific Contract is that, in the course of using the Simple systems, the Merchant may use and designate, as a Payment Acceptor qualifying as an online acceptance point, only a unique URL that is used exclusively by the Merchant. The existence of a unique URL is a mandatory prerequisite for the use of SimplePay services in relation to online acceptors. If the Merchant does not have a URL address that meets these criteria, Simple may, at its sole discretion, refuse to provide the SimplePay service in question or to suspend it until the Merchant provides a suitable URL address.

Simple may verify the Merchant's right to use the domain name of concluding the contract and during the term of the Specific Contract at the time, including checking public databases and requesting from the Merchant a license or document, such as a copy of the domain name usage agreement, which credibly certifies the Merchant's right to use the domain name. Simple may, at its own discretion, unilaterally decide to conclude a Specific Contract exclusively with the domain name user. The Merchant

acknowledges that it is solely responsible for the lawful use of the domain name and for the existence of the necessary rights, and that Simple's verification or decision in this regard does not exempt it from this responsibility.

### **Common provisions relating to the Online payment 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 Online payment 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

Furthermore, Simple provides the following Ancillary services in the Online payment services:

- a) Payment with Simple account by using the Simple Application
- b) Payment with bankcard through QR code by using the Simple Application
- c) Payment with push notification by using the Simple Application.

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

Simple ceased accepting American Express bankcards in all its services as of August 1, 2022, and accordingly, no new American Express bankcard acceptance contracts will be concluded, and Merchants who signed up for American Express bankcards before that date will have their contracts automatically modified and will no longer be able to accept American Express bankcards as of that date. Transactions made with an American Express bankcard prior to that date will be settled with the Merchant in the manner provided for in the Contract. Should the Merchant nevertheless wish to accept American Express bankcards, it may do so by concluding a separate agreement with OTP Bank Plc within the OTP Group, which the Merchant shall initiate with OTP Bank Plc, or by notifying Simple of its wish to do so, in which case Simple shall forward the Merchant's request to OTP Bank Plc.

#### **12.1. Provisions on the Instalment services**

Bankcard payment can be bankcard payment with instalment services or simple bankcard payment.

If the Customer uses Instalment services, the Simple will account with the Merchant affected by the purchase according to the conditions of this Merchant GTC; the instalment paying does not affect the amount to which the Merchant is entitled to from Simple.

Simple makes available the Instalment Services as the outsourcing service provider of OTP Bank Plc and as technical service provider based on the outsourcing agreement concluded with OTP Bank Plc. Simple only ensures online surface and technical platform to these Instalment Services; Simple does not take part in providing credit and Instalment services. Simple is not a party in the contract between the Customer and the financial institute.

Simple makes available the Instalment Services in the Online payment Services provided to the Merchants, on the online surface thereof to the Customers. The Merchant is not entitled to deny the availability of the Instalment Services, the Merchant can use the Online payment Services only together with the Instalment Services; Merchant cannot request to ignore Instalment services.

## **12.2. Provisions on the Ancillary services**

Simple provides the Ancillary services on its own discretion, Simple is entitled to modify or terminate those services or to introduce new services. The Merchant does not pay additional fee for the Ancillary services to Simple.

The Merchant shall indicate the type of the Ancillary services he does not wish to use. If the Merchant indicates that he does not wish to use the Ancillary services, the given Ancillary service will not be switched on for him. If the Merchant does not indicate it, or does not make any statement, Simple provides and switches on the Ancillary services for the Merchant. The Merchant can freely decide on to not to use any Ancillary services, he shall indicate it in writing – including email – to Simple. This notification does not need formal modification of the Specific Contract.

### **a) Payment with Simple account in the Simple Application**

Simple enables the Customers registered in the Simple System and Simple Application on the payment page of the Online payment Service to pay the purchase price of the Transaction managed at the Merchant's Payment acceptor with a bankcard registered and stored in the Simple System and Application without entering the Bankcard data on the Online payment Service payment page. If the Customer chooses this payment method, the Customer chooses the bankcard among his/her bankcards registered and stored in the Simple Application and System which he/she wants to use for the payment; the payment process will be managed with this bankcard.

If the Customer does not have Simple System and Application registration, by clicking the relevant button on the Online payment payment page he/she will be redirected to the Simple System where he/she can register according to the Customer information of the Simple System and Application.

### **b) QR code bankcard payment in the Simple Application**

Simple enables the Customers registered in the Simple System and Application on the payment page of the Online payment Service to pay the purchase price of the Transaction managed at the Merchant's Payment acceptor with a bankcard registered and stored in the Simple System and Application by logging in with QR code without entering the Bankcard data on the Online payment Service payment page. If the Customer chooses this payment method, the Customer clicks on the QR code payment button on the Online payment Service payment page and a QR code will be displayed to him/her which the Customer reads with the QR code function of the Simple Application and then he/she enters his/her Simple account where he/she chooses the bankcard among his/her bankcards registered and stored in the Simple Application and System which he/she wants to use for the payment; the payment process will be managed with this bankcard.

### **c) Push notification payment in the Simple Application**

Simple enables the Customers registered in the Simple System and Application on the payment page of Online payment Service to pay the purchase price of the Transaction managed at the Merchant's Payment acceptor with a bankcard registered and stored in the Simple System and Application in a way that the Customer reaches his/her bankcard registered and stored in the Simple Application via push notification sent to him/her automatically or requested by him/her in order to choose it for payment.

By clicking on the push notification the Customer enters the Simple Application/System, and chooses the bankcard among his/her bankcards registered and stored in the Simple Application and System which he/she wants to use for the payment; the payment process will be managed with this bankcard.

If the Customer switched on the automatic push notification function in the Simple Application, Simple sends push notification to the Customer based on the e-mail address provided by the Merchant and if the e-mail address provided by the Merchant checks up with the e-mail address registered in the Simple Application, the Customer automatically receives the push notification. If the Merchant does not hand over the e-mail address to Simple for any reason, the automatic push notification function will not work and Simple cannot provide it.

If the Customer did not switched on the automatic push notification function in the Simple Application, the Customer clicks on the QR code payment button on the SimplePay payment page and enters his/her e.-mail address registered in the Simple Application and System and then clicks on the sending push button and he/she will receive the push notification.

### **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. If the Specific Contract defines the amount of Commission only to certain bankcard types that will be applicable automatically to the other bank card types as well unless the Specific Contract contains different provisions.

#### **13.1 Special provisions for online payment via Google Pay and Apple Pay**

Google Pay and Apple Pay are available as part of the online payment by bankcard. Google Pay and Apple Pay will be made available or discontinued by Simple, at its sole discretion and decision, to Merchants and from a date and time determined by Simple, without obligation to provide any justification and without any liability to Merchant. Making Google Pay and Apple Pay available to a Merchant does not require any amendment to the existing Specific Contract in force, or a specific provision in the Specific Contract for new Merchants. Google Pay and Apple Pay do not require any additional work on the part of the Merchant. Any payment by bankcard made by the Customer via Google Pay and Apple Pay shall be deemed to be an online payment by bankcard and shall be subject to the applicable commission to be paid by the Merchant to Simple at the rate set out in the Specific Contract. Payments in Google Pay and Apple Pay through the SimplePay payment interface or directly through the Merchant's own payment interface may only be made with a type of bankcard that Simple accepts at Merchant's Payment Acceptor in accordance with these Merchant GTC and the Specific Contract. Google Pay and Apple Pay payments are subject to the provisions of these Merchant GTC and the Specific Contract regarding online bankcard payments.

The Merchant undertakes to comply with the terms and conditions of the Google Pay and Apple Pay providers applicable to these services when using Google Pay and Apple Pay, which are available at <https://payments.developers.google.com/terms/sellertos> for Google Pay and at <https://developer.apple.com/support/terms/apple-developer-program-license-agreement/#ADPLA1> for Apple Pay. The Merchant assumes sole responsibility for any claims, demands or damages arising from the use of Google Pay and Apple Pay services against any third party, and shall indemnify Simple against any claims for damages, costs or other legal consequences arising from the Merchant's use of Google Pay or Apple Pay, and shall compensate Simple for any damages incurred if Google or Apple asserts a claim against Simple due to the Merchant's conduct in breach of these terms and conditions.

Simple shall not be liable for any damage or disadvantage arising from the operation, services, interruption, limitation or termination of services of the Google Pay and Apple Pay providers.

### **13.2. Special provisions regarding Click to Pay payments**

Click to Pay payment is also available as part of online bank card payments. Simple makes Click to Pay payment available to, or discontinues its provision for, Merchants determined by Simple, at a time determined by Simple, at its own discretion and decision, without any obligation to provide justification and without any liability towards the Merchant in this regard.

Making Click to Pay available to the Merchant does not require the amendment of the existing effective Individual Contract, or, in the case of new Merchants, a separate stipulation in the Individual Contract.

Bank card payments made by the Buyer through Click to Pay qualify as online bank card payments, and the Merchant shall pay a Commission to Simple at the rate specified in the Individual Contract for such payments.

Payments through Click to Pay may only be made with a type of bankcard that Simple accepts at Merchant's Payment Acceptor in accordance with these Merchant GTC and the Specific Contract. In all other respects, the provisions of these GTC and the Individual Contract relating to online bank card payments shall apply to the Click to Pay payment method.

The Merchant assumes exclusive liability for any claims, demands, or damages vis-à-vis any third party arising in connection with the use of the Click to Pay service, and shall indemnify Simple against any claims for damages, costs, or other legal consequences arising from the Merchant's use of Click to Pay, and shall furthermore compensate Simple for all damages if any third party asserts a claim against Simple due to the Merchant's conduct in breach of these GTC.

Simple assumes no liability for any damage or disadvantage arising from the operation of the Click to Pay service, the services of the SRC system, or any interruption, limitation, or termination thereof.

### **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 bankcard 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. If the Specific Contract defines the amount of Commission only to certain bankcard types that will be applicable automatically to the other bankcard types as well unless the Specific Contract contains different provisions.

## 15. Services related to 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;
- 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 the 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.

### 15.1. Online wire transfer payment via link

Within the services related to bank transfer the Merchant can use wire transfer payment via link services. In this case the Merchant generates a payment link by clicking on which the Customer can choose from wire transfer options available on the SimplePay payment page:

- qvik QR code wire transfer payment initiated from a desk computer by using mobile bank, in which case Simple ensures on the Online payment Service payment page that the Customer pays the exchange amount of the Transaction conducted at the Merchant's payment acceptor from the mobile bank application with wire transfer. If the Customer chooses this payment option, a QR code appears by clicking on the qvik QR code wire transfer button on the Online payment Service payment page, which the Customer reads and approves in his/her own mobile bank application; then the Customer will be redirected to the

- wire transfer form pre-filled with the wire transfer details of the mobile bank, then he/she approves the wire transfer.;
- Direct, qvik deeplink wire transfer payment initiated from a mobile device, by clicking on which the mobile bank application installed on the Customer's mobile device will be opened automatically with the pre-filled wire transfer data which the Customer checks and starts the wire transfer;
  - Wire transfer from internetbank in which the Customer manually fill the wire transfer data indicated on the SimplePay payment page in his/her internetbank and initiates the wire transfer from here manually (hereinafter: "**Internetbank Transfer**").

The Specific Contract defines the amount of Commission to be paid to Simple for the support of bank transfer as payment method. Instant transfer services (including the qvik Service) can apply only for wire transfers in HUF.

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.

In case of a unique Webshop, the Merchant shall parameter his/her Webshop in order to use the wire transfer function. In case of a Webshop ensured by an aggregator, the aggregator ensures the technical conditions for wire transfer.

Simple has integrated a so-called site of pre-selection for payment method in the process of bank transfers, which – in case it is switched on – renders the performance of the above parametering tasks unnecessary for using the wire transfer function in the case of unique Webshops as well. For Merchants on the Payment Acceptor of whom switching on the pre-selection for payment method function is technically possible, the pre-selection for payment method function shall be automatically switched on by Simple. However, if a Merchant having a Payment Acceptor technically eligible for the use of the pre-selection for payment method function does not wish to use the function, such Merchant may notify Simple thereof on the online form designed for this purpose, in which case the function shall not be switched on for it. Simple shall have the right to decide at its own discretion whether the pre-selection for payment method function may be switched on for the Payment Acceptor of a Merchant or not.

The site of the pre-selection for payment method shall be integrated in the payment process initiated from the SimplePay system. The site of pre-selection for payment method of SimplePay appears for the Customer upon choosing SimplePay in the Webshop of the Merchant, where the Customer may choose between the payment of the consideration of the Transaction by bank card or by direct wire transfer. Following that, the Customer shall be redirected to the payment site in accordance with its choice.

The site of the pre-selection for payment method shall not appear and the Customer shall be automatically redirected to the bank card payment page when the Merchant submits the transaction to the SimplePay system as a recurring transaction or with card storage parameters and in case of all purchases by bank card when the value of the submitted timeout is less than 5 minutes.

The site of the pre-selection for payment method shall not appear and the Customer shall be automatically redirected to the direct wire transfer page when the Merchant submits the transaction to the SimplePay system as bank transfer transaction.

If the Merchant uses the Internetbank Transfer services based on the Single Contract, for which the Single Contract contains Commission, all functions of the Internetbank Transfer supporting

services will be switched on. In this case the Commission indicated in the Single Contract for Internetbank Transfer services shall apply to all functions available in bank transfer supporting services.

If the Merchant's Single Contract does not cover Internetbank Transfer supporting services, but covers online bankcard payment services, Simple is unilaterally entitled to switch on all functions of Internetbank Transfer supporting services without modification of the Single Contract. In this case the Simple examines each SimplePay account (Payment acceptor) of the Merchant and calculates the average amount of the Commission accounted for the online bankcard payments in case of the Merchant between 1<sup>st</sup> of July 2019 and 30<sup>th</sup> of June 2020. Simple applies this average Commission reduced with 0,1 % (ten basis points) as Commission for the Internetbank Transfer Transactions. Simple calculates the average Commission in the following way: all Commissions accounted for the given SimplePay account of the Merchant for online bankcard payment in the aforementioned period / number of the online bankcard transactions conducted through the given SimplePay account in the aforementioned period. This Commission can apply only for HUF – HUF SimplePay accounts.

If there are less than 5 online bankcard transactions on the given SimplePay account in the aforementioned period, the previous subparagraph cannot apply.

If the Merchant does not require the use of Internetbank Transfer supporting services, he/she indicates this to Simple in electronic or postal letter. After the receipt of this notification, Simple deactivate the Internetbank Transfer supporting services and functions in case of the given Merchant.

In the event that the Merchant does not indicate to Simple that he/she is not intends to use Internetbank Transfer supporting services, but he/she does not parameter or develop his/her webshop necessary for operation of Internetbank Transfer, the Internetbank Transfer will not work in the webshop.

If the Merchant wish to use Internetbank Transfer supporting services and functions with conditions other than this Merchant GTC in SimplePay system, the Merchant indicates this in an electronic or postal letter sent to Simple. After that the Parties will modify the Single Contract with the unique conditions and Commission agreed by the Parties during the negotiations in the framework of a formal modification of the contract.

## **15.2. Payment request**

Merchant may order a Payment Request Service in the Specific Contract, whereby Simple, acting for and on behalf of Merchant, will submit a Payment Request to Customer's (paying party) account holding bank if Customer chooses to pay by Payment Request at Merchant's Payment Acceptor, in which case Merchant will notify Simple.

By signing the Specific Contract, if the Payment Request Service is used, Merchant authorises and instructs Simple to submit a payment request to the account holding bank of the Customer (paying party) who wishes to pay by Payment Request at Merchant's Payment Acceptor on behalf of and in place of Merchant.

Transaction amounts paid by the Customer by means of an instant bank transfer through a Payment Request will be processed and issued to the Merchant by Simple in the same manner as the bank transfer support service in these Merchant GTC.

Payment Requests up to a maximum amount of HUF 20 million may be submitted to the Customer's account holding bank.

Payment Requests can only be used for HUF-HUF settlement mode transactions.

A Payment Request may only be submitted for a Customer whose account holding bank accepts Payment Requests.

The Merchant provides Simple with the email address of the Customer who wishes to pay by Payment Request at the Payment Acceptor for the purpose of submitting a Payment Request, and Simple verifies the email address provided in its Simple Application user database on behalf of the Merchant.

- a) If Simple has a Customer's bank account number associated with the email address and the associated Customer, and the Customer's bank account number is active, Simple will submit a Payment Request to that Customer's account holding bank on behalf of and in the name of Merchant.
- b) If there is no bank account number associated with the email address in Simple's Simple Application user database, or if the Customer is not a registered user of the Simple Application with the email address provided, Simple will send a notification to the Customer at the email address provided to record the bank account number in the Simple Application.
  - If the Customer enters his/her bank account number in the Simple Application, Simple will send a Payment Request to the bank account number entered.
  - If the Customer does not record the bank account number in the Simple Application, Simple will resend the above email notification within 7 days. If the Customer fails to record his/her bank account number in the Simple Application within this period, Simple will set the Payment Request to unsuccessful after its expiry date.
  - If the bank account number provided by the Customer or recorded in the Simple Application is inactive, Simple will send an email notification to the Customer's email address, in which the Customer will receive a payment link where he/she can enter his/her bank account number. If this is not done, Simple will set the Payment Request as unsuccessful.

If the Merchant transmits the Customer's bank account number to Simple instead of the Customer's e-mail address, Simple will submit the Payment Request to the Customer's bank account holder in the name of and on behalf of the Merchant.

Simple will notify Merchant of the successful submission of the Payment Request.

The validity period of the Payment Request shall be determined by Merchant and shall be set forth by the Parties in the Specific Contract. If the Merchant does not specify a validity period for the Payment Request, the validity period of the Payment Request will automatically be 14 days after the submission of the Payment Request.

The Customer may not modify the Payment Request or the amount thereof. If the transaction amount transferred by the Customer through the Payment Request is not the amount specified in the Payment Request, Simple will reverse the transaction.

## 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 / Card holder 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 Payment acceptor (webshop 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 bankcard. 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. 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 unless the Specific Contract contains different provisions.

## 17. **Mobile POS Service**

Mobile POS Service is a service ensuring electronic payment solution for Merchants and other service providers who intends to ensure electronic payment solution in their activity for selling goods and services physically which includes the SimplePay Application developed and operated by Simple and available for Android and iOS devices, the SoftPOS Services and the SoftPOS mobile application.

### **17.1. SimplePay Application**

The SimplePay Application, after installation on the Merchant's mobile device, ensures five types of payment solutions. Download of the Application is free for the Merchant, after the Transactions conducted through the application the Merchant pays Mobile POS Service

Commission and Mobile POS Service Accession fee determined for the Mobile POS Service in the Specific Contract and other fees pursuant to the provisions of the present Merchant GTC.

The SimplePay Application is available in Hungarian language.

## 17.2. Special terms of Mobile POS Services

The Merchant can use the Mobile POS Service together with other elements of the SimplePay Service or without them. This means that it is possible to use the Mobile POS Service only, to use other elements of the SimplePay Service besides the Mobile POS Service. It is also feasible to use the SimplePay Service without the Mobile POS Service. The Merchant can order the Mobile POS Service in the Specific Contract.

The Merchant pays a separate accession fee for the use of the Mobile POS Service (hereinafter referred to as: **Mobile POS Service Accession fee**), the amount of which is determined in the Specific Contract. The Mobile POS Service Accession fee is payable in addition to the Accession fee for the SimplePay Service already paid by the Merchant. Consequently:

- a) if the Mobile POS Service is ordered first and the other or another part of the SimplePay Service is ordered later, the Merchant is obliged to pay the Mobile POS Service Accession fee in the first place, and is obliged to pay the Accession fee for the other part of the SimplePay Service when ordering such service later on,
- b) if the other or another part of the SimplePay Service is ordered first and the Mobile POS Service is ordered later, the Merchant is obliged to pay the Accession fee for the other or another part of the SimplePay Service in the first place, and is obliged to pay the Mobile POS Service Accession fee when ordering the Mobile POS Service later on,
- c) if the other SimplePay Service and the Mobile POS Service are ordered at the same time, then both the Accession fee and the Mobile POS Service Accession fee are payable.

The Merchant shall pay the Mobile POS Service Commission determined in the Specific Contract for any card payment and transfers initiated through the Mobile POS Service, regardless of the Commission payable for the other or another SimplePay Service. In case both services are subscribed for, both commissions shall be paid separately.

The SimplePay Application supports the following versions of the following operation systems:

- Android 10.0 or above (in case of SofPOS: Android 10.0 and above)
- iOS 12.0 or above (except SoftPOS Services).

Merchant must enter into the Specific Contract, specifically order the Mobile POS Service and accept the present Merchant GTC for using the Mobile POS Service. In case of Mobile POS Service, the Merchant shall indicate the address of its shop.

Where the present Merchant GTC indicates a Payment Acceptor, it shall also mean the physical shop being the subject of the Mobile POS Service, except if this GTC contains differing provisions in respect of physical shops.

Where the present Merchant GTC indicates SimplePay Service, it shall also mean the Mobile POS Service, except if this GTC contains differing provisions in respect of the Mobile POS Service.

Where the present Merchant GTC indicates Commission or Accession fee, it shall also mean the Commission and Accession fee payable for the Mobile POS Service, except if this GTC contains differing provisions in respect of Mobile POS Service Commission and Accession fee.

The provisions of the present Merchant GTC shall apply to the Mobile POS Service with the derogations set forth in this section.

For downloading and operation of the SimplePay Application continuous internet access is necessary which the Merchant must ensure on his/her own cost.

The Merchant downloads the SimplePay Application on its mobile device, after that he/she must register its Merchant account in the application which he/she can do through generating a QR code or filling the data manually. Merchant ID, Merchant's e-mail address and encryption key is necessary for account registration.

Simple excludes its liability for damage compensation and for other if the reason of the failure of the Mobile POS Services can be caused by the error, damage, non-appropriate operation, non-appropriate operation system of the mobile device of the Merchant running the SimplePay Application or anything which is in connection with the Merchant's mobile device.

Simple updates the SimplePay Application on its own discretion, the Mobile POS Services operates only on the latest version of the SimplePay Application. In case of any update, the Merchant must update or reinstall the SimplePay Application on its mobile devices.

Mobile POS Service Handbook shall apply to Mobile POS Services and SimplePay Application which is binding for the Merchant. If the Merchant breaches the provisions of the Mobile POS Service Handbook, Simple is entitled to terminate the Agreement with immediate effect.

The Merchant types the amount to be paid by the Customer (mandatory), name of the product (optional) into the application and then he/she chooses the below type of the payment method available in the application and preferred by the Customer on the starting transaction menu:

**a) Online bankcard payment via link**

After typing the data by clicking the start transaction button the payment link will be generated, which the Merchant may send to the Customer via message sending applications available on the Merchant's mobile device.

The Customer clicks on the link on his/her mobile device and will be redirected to the payment page, where he/she can pay by typing card data or through Simple account. For those payment methods the provisions of the present Merchant GTC for Additional Services, Online bankcard payment via link shall apply.

Simple informs the Merchant about the success of the transaction in e-mail, the Merchant may check the success of the transactions in the transaction list available in the application.

**b) qvik online wire transfer payment via deeplink**

After typing the data by clicking the start transaction button the payment link will be generated, which the Merchant may send to the Customer via message sending applications available on the Merchant's mobile device.

The Customer clicks on the link on his/her mobile device and will be redirected to the payment page, where the payment will be conducted according to the provisions of Online, wire transfer payment via link of this Merchant GTC.

Simple informs the Merchant about the success of the transaction in e-mail, the Merchant may check the success of the transactions in the transaction list available in the application.

#### **c) QR code bankcard payment**

After typing the data by clicking the start transaction button a QR code will appear which the Customer can read and approve in the Simple Application (QR payment with your mobile menu); the payment will be conducted with the Customer's bankcard registered in the Simple Application.

Simple sends a notification to the Merchant about the success of the transaction in the application immediately, and the Merchant may check the success of the transaction in the transaction list available in the application.

#### **d) qvik QR code wire transfer payment**

After typing the data by clicking the start transaction button a QR code will appear which the Customer reads and approves in the mobile bank application. The present Merchant GTC's provision for Online wire transfer payments via link shall apply for the payment.

Simple sends a notification to the Merchant about the success of the transaction in the application immediately, and the Merchant may check the success of the transaction in the transaction list available in the application.

The Merchant can check the transactions conducted via the SimplePay Application on the Merchant Back Office surface.

The Merchant can see the last 50 transactions in the transaction history menu of the SimplePay Application.

#### **e) qvik NFC wire transfer payment**

After entering the data, the Merchant clicks on the Start Transaction button to start the Transaction on his mobile device. The Customer will then point his NFC-enabled mobile device to the Merchant's mobile device, the mobile bank will open on the Customer's NFC-enabled mobile device with the pre-filled transfer details and the Customer will approve the Transaction.

Simple sends immediate feedback on the success of the Transaction to the Merchant within the application and the Merchant can check the success of the Transaction in the transaction list.

### **17.3. Special terms of the SoftPOS Services**

#### **17.3.1. Features of the SoftPOS Service**

Simple provides the SoftPOS Services to the Merchants selling goods and services in physical stores as one of the functions of the Mobile POS Services.

Visa, Electron, MasterCard, Maestro and VPay bankcards can be accepted in the SoftPOS Services. SoftPOS Services do not accept American Express, JCB, UnionPay card, health fund card, SZÉP card and cafeteria card payments.

The Merchant orders the SoftPOS Services in the Single Contract. The Merchant is entitled to order the SoftPOS Services together with the other SimplePay Services and separately from the other SimplePay Services.

The new Merchants entering into a contract with Simple after 30 September 2021 which do not have effective contract with Simple for the Mobile POS Services, the SoftPOS Services can be

ordered and used only as the part of the Mobile POS Services, as a package services together with other Mobile POS Services belonging to the Mobile POS Services.

The old Merchants entering into a contract with Simple before 30 September 2021 which have effective contract with Simple for the Mobile POS Services, the SoftPOS Services can be ordered and used by the modification of the Specific Contract as an optional service.

The Merchant can use the SoftPOS Services at its physical stores determined in the Single Contract, the Single Contract contains the number of SoftPOS Endpoints belonging to the given physical store (place of acceptance).

From the date determined and announced by Simple in advance, the Merchant can order further SoftPOS Endpoints to the given physical store later on the Merchant Back Office Portal or on the administration portal ENSURED BY Simple to the Merchant. Ordering further SoftPOS Endpoints to an existing physical store does not need formal modification of the Single Contract. However, if the Merchant wants to use SoftPOS Services in a new physical store, the Single Contract shall be modified; in this case the Merchant shall indicate its intention for modification of the contract to Simple and Simple prepares the necessary contractual documentation.

### **17.3.2. The SimplePay Application and the SoftPOS mobile application**

The SoftPOS Services and mobile application is available on mobile devices with Android operation system with NFC payment function, the following versions of Android operation systems are supported by the SoftPOS mobile application:

- Android 10.0 and above.

SoftPOS mobile application is available and can be downloaded from the Google Play store.

For downloading and operation of the SoftPOS mobile application continuous internet connection is necessary which the Merchant must ensure on its own cost.

For the use of the SoftPOS Services, it is necessary to download and running of SimplePay Application and SoftPOS mobile application on the Merchant's mobile device. The Merchant downloads the two mobile applications on its mobile device to be used as SoftPOS Endpoint and after that it shall register its merchant account in the SimplePay Application. Merchant shall enter its Encryption Key, Merchant ID, e-mail address of the Merchant which can differ from the e-mail address indicated in the Specific Contract, the Merchant can indicate any e-mail address for this purpose. The name of the mobile device must be indicated in the application. The Merchant may indicate the name, position and phone number of contact person of the Merchant during the account registration. SoftPOS function of SimplePay Application will be activated if the Merchant ordered the SoftPOS Services in the Single Contract.

The Merchant is entitled to use the SoftPOS Endpoint dedicated to the physical store in the Single Contract only in the given physical store, the SoftPOS Endpoint cannot be used in other physical store. If the Merchant wishes to transfer the SoftPOS Endpoint dedicated to one physical store to another physical store, the Single Contract must be modified.

The Merchant can connect one mobile device to one SoftPOS Endpoint in the given physical store, and only one SoftPOS Endpoint can connect one mobile device at the same time. The Merchant can connect another mobile device to the given SoftPOS Endpoint if the connected mobile device will be disconnected from the given SoftPOS Endpoint.

Simple updates the SoftPOS mobile application in its own discretion, but Simple is not obliged to do so, the SoftPOS mobile application operates on the latest version of the mobile application

released by Simple. The Merchant is obliged to update the SoftPOS mobile application on its mobile devices in case of any update thereof. If the Merchant fails to do so, Simple is not liable for any error of the SoftPOS mobile application and for any damages of the Merchant, the Customer or third persons arising from that.

The copyright owner of the SoftPOS mobile application is a third party other than Simple. When downloading the SoftPOS mobile application, the Merchant shall accept as binding the the SoftPOS EULA by clicking “Accept and Install” buttons.

By accepting the SoftPOS EULA of the SoftPOS mobile application, the Merchant obtains a non-exclusive, non-transferable, non-sublicencable, revocable licens to download, install, run and use the SoftPOS mobile application on its mobile device to be connected to the SoftPOS Endpoint for the purpose of the use of the SoftPOS Services. The Merchant obtains the same using rights on the new versions, correction of errors and documentation of the SoftPOS mobile application.

The Merchant is entitled to use the SoftPOS mobile application only according to the documentation belonging to it.

Based on the SoftPOS EULA the Merchant is not entitled:

- to modify, translate, adapt, develop the SoftPOS mobile application or to create any derivative works from it;
- to decrypt, decode, decompile, assemble, become aware of the source code of the SoftPOS mobile application;
- delete, remove, modify the copyright, trademark, patent and other intellectual property notices on the SoftPOS mobile application;
- lend, rent, transfer to third parties, sell, sublicense, grant license to third persons, distribute, make available, publish and assign the SoftPOS mobile application.

The Merchant is not entitled to use the SoftPOS mobile application and is obliged to delete it from its mobile device immediately, if:

- its mobile device connected to the SoftPOS Endpoint no more receives security updates from the manufacturer or third parties;
- there is vulnerability on its mobile device serving as SoftPOS Endpoint which compromise the security of the SoftPOS mobile application and it cannot be remedied with trouble shooting;
- the Merchant breaches the SoftPOS EULA;
- the agreement on SoftPOS Services concluded between the Merchant and Simple terminates for any reason.

Simple does not undertake any SLA, deadline for trouble shooting or anything for the SimplePay Application and SoftPOS mobile application.

The provisions of this Merchant GTC on the SimplePay System and Simple software shall apply to the SoftPOS mobile application.

### **17.3.3. SoftPOS Service Fees**

The Merchant shall pay the following fees for the use of the SoftPOS Services to Simple:

- a) **SoftPOS Accession Fee:** the amount which is determined in the Specific Contract as SoftPOS Endpoint Mobile POS Service Accession Fee shall be paid irrespectively whether the Merchant has already paid Accession Fee for the SimplePay Services used. However, the Merchant shall pay Mobile POS Service Accession Fee only once for the different kind of Mobile POS Services. Consequently:

- If the Merchant orders first the Mobile POS Services other than SoftPOS Services, and it orders the SoftPOS Services only later, the Merchant does not need to pay Mobile POS Service Accession Fee again for the use of the SoftPOS Services over the Mobile POS Service Accession Fee already has been paid for the Mobile POS Services.
- If the Merchant orders the SoftPOS Services, it can order it only together with the other Mobile POS Services; in this case the Merchant shall pay the Mobile POS Service Accession Fee for the SoftPOS and Mobile POS Services only once.
- If the Merchant first orders the SoftPOS Service or any other Mobile POS Service from Simple, the Merchant must pay the Mobile POS Service Accession Fee and then pay the applicable Accession Fee for any other SimplePay Service ordered subsequently.
- If the Merchant first orders another SimplePay Services and then it orders any element of the Mobile POS Services later, including the SoftPOS Services, the Merchant first must pay the other SimplePay Accession Fee ordered and then the Mobile POS Service Accession Fee when ordering the Mobile POS Services.
- If the Merchant orders the other SimplePay and Mobile POS Services – including SoftPOS Services – at the same time, the Merchant shall pay both the SimplePay and the Mobile POS Service Accession Fee.

**b) SoftPOS Monthly Fee:** The SoftPOS Monthly Fee will be set out in the Single Contract. The SoftPOS Monthly Fee for the use of the SoftPOS Service by the Merchant will be determined by the Merchant in accordance with the Individual Agreement and will be paid by the Merchant for the following SoftPOS Endpoints, depending on the terms agreed between Simple and the Merchant in the Individual Agreement:

- i. Merchant shall pay SoftPOS Monthly Fee for the SoftPOS Endpoints that were made available to Merchant on the date that the SoftPOS Monthly Fees were validated by Simple with Merchant. For these SoftPOS Endpoints, the Merchant shall pay the SoftPOS Monthly Fee per SoftPOS Endpoint, regardless of the actual number of SoftPOS Endpoints on which the Merchant has made payment transactions in a given month and regardless of the number of SoftPOS Endpoints that were active in that month. The Merchant shall pay the SoftPOS Monthly Fee for a given SoftPOS Endpoint even if no SoftPOS payment Transaction has been made on that SoftPOS Endpoint in that month.
- ii. The Merchant shall pay the SoftPOS Monthly Fee for the SoftPOS Endpoint that was available and active to the Merchant under the Individual Agreement on the 1st day of the month following the month in question. A SoftPOS Endpoint is considered active if at least one successful SoftPOS Transaction has been executed in that month.

If the Single Contract does not provide that Merchant shall pay the SoftPOS Monthly Fee pursuant to clause (i) or (ii) above, then Merchant shall pay the SoftPOS Monthly Fee pursuant to clause (ii) above.

The Merchant shall pay the SoftPOS Monthly Fee as follows:

- The Merchant shall not be required to pay any SoftPOS Monthly Fee for the first fractional month from the date of activation of the Merchant Account at the relevant SoftPOS Endpoint until the end of the relevant month.
- The Merchant shall pay the SoftPOS Monthly Fee upon notification by Simple, at the frequency and in the manner specified therein, within 15 days in advance for the specified period.
- If the Contract is terminated for any reason in a particular month, the SoftPOS Monthly Fee paid for that month shall not be refundable in whole or in part to Merchant.

Simple will first claim the SoftPOS Monthly Fee by deducting it from the amount of the Transactions executed by the Merchant after the request for the Monthly Fee has been sent to the Merchant. If Simple is not able to claim the SoftPOS Monthly Fee from the Merchant by deduction until the 10<sup>th</sup> day of the given month, Simple will send a new fee request with modified payment method to the Merchant within the time limit specified in the fee request (15<sup>th</sup> day of the month), leaving the payment deadline on the original fee request unchanged. If the Merchant fails to pay Simple the SoftPOS Monthly Fee within this original due date, Simple will send the Merchant a payment notice on the 16<sup>th</sup> day of the month and, if unsuccessful, on the 24<sup>th</sup> day of the month. If the Merchant fails to pay the SoftPOS Monthly Fee by the last day of the month despite payment notices, Simple shall have the right to suspend the SoftPOS Service at the Merchant until the debt is settled, for which reason the Merchant shall not be entitled to assert any claim against Simple. Simple will reconnect the SoftPOS Service within 5 business days of the date on which the Merchant pays the SoftPOS Monthly Fee to Simple. Upon reconnection of the Service, Simple shall issue a fee request for the next monthly amount of the SoftPOS Monthly Fee, which shall be payable by Merchant by the 15<sup>th</sup> day of the month. If the disconnection occurs after the 15<sup>th</sup> day of the month, the Merchant shall pay the SoftPOS Monthly Fee indicated in the fee request by the last day of the given month.

If the Merchant fails to pay the POS Monthly Fee after the second payment notice, Simple shall be entitled to terminate the Single Contract with immediate effect.

**c) SoftPOS Commission:**

The Merchant must pay a separate SoftPOS Commission Fee determined in the Single Contract for the bankcard payments through SoftPOS Services, which is independently payable from the Commission Fee to be paid for the other SimplePay Services and other Mobile POS Services; in case of using multiple services, all different Commission Fee must be paid.

**17.3.4. Merchant's obligations related to the SoftPOS Service**

The provisions of the present GTC shall apply for SoftPOS Services with the deviations herein.

The Merchant may send electronic certificate to the Customer for the request of the Customer through the SoftPOS mobile application via e-mail to the e-mail address of the Customer about the Transaction by the Customer. This certificate does not qualify as taxation certificate, accounting certificate (bill, receipt), the Merchant shall ensure to issue formal receipt or invoice on the purchase on its own according to the taxation provisions.

In order to ensure the safety of the bankcard payments, the Merchant, if the SoftPOS mobile application refuses the Transaction and the "Refused" message is displayed - not because of technical, communication error -, is not entitled to repeat the payment with the refused bankcard by the Customer. Simple qualifies the repeated trial after refusal as the breach of the contract.

The Merchant is entitled to request PIN code only above the Transaction amount limit determined by the law in case of SoftPOS payment. The Merchant holds liability for any damages arising from requesting the PIN code in any other cases; Simple excludes its liability for that.

Simple provides the Merchant with the Mobile POS Service Handbook after signing the Single Contract for SoftPOS Services free of charge, via making available on the Website. The Merchant is obliged to act according to the Mobile POS Service Handbook. If the

Merchant breaches the Mobile POS Service Handbook, it shall be deemed as breach of contract and Simple is entitled to terminate the contract with immediate effect.

The SoftPOS mobile application and Services are not able to handle instalment payments.

The Merchant is not entitled to pay back cash to the Customer in case of SoftPOS bankcard Transaction. If the Merchant pays the Transaction amount back to the Customer in cash, the Merchant must have a document signed by the Customer card holder in which the Customer admits the receipt of the cash. The Merchant must prove the damage compensation paid to the Customer via wire transfer. The Merchant acknowledges that the card holder can initiate a reclamation process before the card issuer bank in case of damage compensation in cash or via wire transfer, in these cases the Merchant must prove the payment.

#### **17.3.5. Right to hold back funds**

In case of SoftPOS Services Simple is entitled to hold back the Transaction amounts from the Merchant – with written notice sent to the Merchant -, if:

- The Merchant carries out more than double weekly Transaction amounts in the same physical store than its average weekly Transaction amount in the last 3 months without any reason, or if the Merchant carries out Transaction amounts above the common purchase volume typical for the given type of business, or
- Within one day, more than 30% of the authorisation requests are refused initiated on the SoftPOS Endpoints in the Merchant's same physical store (except the refusals because of the errors of the terminal), or
- Within 24 hours more than 2 successful Transactions were carried out in the Merchant's same physical store with the same bankcard without reason;
- Irrespectively of the reclamation, maximum 60 days from the date of the Transaction, without any reasoning obligation, if Simple experiences substantial deviation from the average, common traffic typical for the given physical store related to a given Transaction.

Simple handles the aforementioned amount held back separately and depending on the result of the proceeding, it transfers to the Merchant's bank account:

- a. The total amount, if there is no claim against the Merchant, or
- b. Amount reduced by the claims against the Merchant.

Simple never transfers the amount held back to the Merchant, if the Transaction was a fraud according to the written statement of the card issuer bank on the Transaction.

#### **17.3.6. Right to suspension**

Simple is entitled to unilaterally suspend the bankcard acceptance in the physical store of the Merchant or to terminate the contract with immediate effect in the following cases:

- a. Circumstances arise again which serve as cause of warning despite of that the Merchant was warned twice in writing before; or
- b. Circumstances arise again despite of that Simple's representative and the Merchant (or its representative) had a personal meeting and Simple made recommendations to the Merchant; or
- c. International card schemes' warnings on the use of bankcards in the Merchant's physical store; after receipt of this warning; or
- d. Merchant breaches the provisions of the GTC regarding the secure storage of transaction data..

The maximum duration of the suspension is 3 months which can be extended.

Simple qualifies the following circumstances as which cause warning in particular:

- a. Number or value of the Transactions claimed by the card holders or the issuer banks in the last 3 months related to the Merchant's same physical store exceeds 3% of the number or value of Transactions measured in the same period, or
- b. The Merchant carries out more than double weekly Transaction value or number of Transactions in the same physical store than its average weekly Transaction value or number of Transactions in the last 3 months without any reason, or
- c. Within one day, more than 30% of the authorisation requests are refused initiated on the SoftPOS Endpoints in the Merchant's same physical store (except the refusals because of the errors of the terminal), or
- d. Within 24 hours more than 2 successful Transactions were carried out in the Merchant's same physical store with the same bankcard without reason.

Simple notifies the Merchant about the suspension at least 72 hours before the starting time of the suspension in order to inform the card holders appropriately.

#### **17.3.7. Refunds**

In case of SoftPOS transactions the conditions of Refund are different:

- a. In case of bankcard payment initiated via SoftPOS the physical (in the store) presence of the bankcard used for the payment is necessary for initiating the Refund. Consequently, Refund can be initiated solely from the SoftPOS Application, but not from the Merchant Back Office platform.
- b. In case of bankcard payment initiated via SoftPOS Refund can be initiated only for the Transactions not older than 30 days; Transactions older than 30 days cannot be refunded.
- c. In case of bankcard payment initiated via SoftPOS Refund is disabled by default, and the daily refund limit per SoftPOS endpoint previously applied to the Merchant is set to zero by Simple. The initiation and execution of refunds (i) are based on Simple's risk assessment and individual decisions made within its own discretion, regarding either the specific Transaction or the Merchant, or (ii) upon the Merchant's request, Simple may authorize the refund following an individual assessment of the Merchant's request, based on Simple's own discretion, with the Merchant's prior consent for the specific Transaction or Merchant, subject to the SoftPOS endpoint-specific daily refund limit set by Simple, with the maximum allowed daily refund per SoftPOS endpoint being 150,000 HUF. Simple may withdraw its consent at any time and may unilaterally modify the SoftPOS endpoint-specific daily refund limit it has set for the Merchant. In this case, Simple may, with prior notice to the Merchant, (i) reduce the daily refund limit in case of withdrawal of consent or reduction of the daily refund limit, with prior notification, or (ii) reset the Merchant's refund eligibility to the default set under this section. If the daily amount to be refunded for a given Transaction would exceed this amount, no refund may be initiated for that Transaction on that day. The Merchant is not entitled to claim any damages or other claims against Simple regarding the authorization of the refund or the daily refund limit per SoftPOS endpoint set by Simple. Upon the Merchant's request, Simple will notify the Merchant via email if a higher daily refund limit per SoftPOS endpoint than the default above has been set or authorized for them.

The Merchant shall inform the Customer about the aforementioned Refund provisions on SoftPOS Transactions in a provable way. If the Merchant fails to do so, the Merchant is liable for all damages arising from this.

#### **17.4. Specific conditions for the POS terminal Service**

### 17.4.1. POS terminal Service

Simple provides the POS terminal Service as a feature of the SimplePay Service to Merchants engaged in the physical sale of goods or provision of services.

The POS terminal Service currently accepts Visa, Visa Electron, MasterCard, MasterCard Maestro, JCB, CUP (China UnionPay) bank cards.

The POS terminal Service also offers acceptance of SZÉP and EP cards and a mobile top-up service.

Acceptance in HUF, EUR and USD is possible in the POS terminal Service.

Simple provides the following types of POS terminals:

- a. Desktop POS terminal without LAN PIN pad
- b. Desktop POS terminal LAN + PIN pad
- c. Portable POS terminal.

The above POS terminals are capable of accepting instalment payment transaction type.

Simple makes the POS terminal capable of accepting the types of transactions required by International card companies.

The POS terminal Service is ordered by the Merchant in the Specific Contract. The Merchant may order the POS terminal Service together with other SimplePay Services, but may also order the Simple POS Service separately from other SimplePay Services.

The Merchant may use the POS terminal Service at the Payment acceptors specified in the Specific Contract, which shall specify the type and number of POS terminals associated with the Payment acceptor. A POS terminal can only belong to one Payment acceptor.

The Merchant may request additional POS terminals for a given Payment acceptor by e-mailing [sales@simplepay.com](mailto:sales@simplepay.com) or by sending an e-mail to the Sales Manager or other online administration interface provided to the Merchant by Simple. Requesting additional POS terminals for an existing Payment acceptor does not require a formal amendment to the Specific Contract. However, if the Merchant wishes to use POS terminal Services at a new Payment acceptor, it is possible to do so by amending the Specific Contract, in which case the Merchant will notify Simple of its intention to amend the contract and Simple will prepare the necessary contract amendment.

The Merchant may use the POS terminal assigned to the Payment acceptor specified in the Specific Contract only at the Payment acceptor assigned in the Specific Contract, and may not use the given POS terminal at any other Payment acceptor. If the Merchant wants to permanently transfer the POS terminal belonging to one of his Payment acceptors to another Payment acceptor, he can do so by formally amending the Specific Contract.

The Merchant can use the POS terminal service with the POS terminal provided by Simple or by another service provider.

#### **Provisions on the acceptance of SZÉP cards:**

For the acceptance of the SZÉP Card, Simple will only provide the Merchant with a POS terminal suitable for the acceptance of SZÉP Cards, and the Merchant shall enter into a contract for the acceptance of SZÉP Card with the service provider issuing the relevant SZÉP Card. In the absence of such a contract, Simple will not be able to provide SZÉP card acceptance at POS terminals.

Simple is not a party to the agreement between the Merchant and the issuing service provider for the acceptance of the SZÉP Card, Simple is not liable for the performance or non-performance or defective performance of this SZÉP Card acceptance agreement by the issuing service provider, and the Merchant may pursue any claims arising therefrom directly against the issuing service provider.

The transactions carried out with the SZÉP card at the POS terminal provided by Simple and the amount thereof shall be settled directly with the Merchant by the SZÉP card provider, and Simple shall not handle or have possession of these funds.

The POS terminals provided by Simple are capable of accepting SZÉP cards issued by market participants. The procedure for accepting these cards is determined by the institution issuing the card.

**Provisions for the acceptance of EP cards:**

For EP Card acceptance, Simple will only provide Merchant with POS terminals capable of accepting EP Cards, and Merchant shall enter into an EP Card acceptance agreement with the relevant EP Card issuing service provider. In the absence of such a contract, Simple will not be able to provide EP Card acceptance at POS terminals.

Simple is not a party to the EP Card acceptance contract between the Merchant and the EP Card issuing service provider, Simple is not liable for the performance or non-performance or defective performance of this EP Card acceptance contract by the EP Card issuing service provider, and the Merchant may pursue any claims arising therefrom directly against the EP Card issuing service provider.

The EP Card service provider shall account directly to the Merchant for the amount of the EP Card transactions carried out with the EP Card at the POS terminal provided by Simple, and Simple shall not handle or have possession of these funds.

The POS terminals installed by Simple are also capable of accepting health insurance and cafeteria cards issued by market participants. The procedure for accepting these cards is determined by the institution issuing the card.

**Provisions for topping up the mobile balance:**

The Customer can also initiate a mobile top-up transaction at the POS terminal by entering the telephone number to be topped up and the amount to be topped up.

Simple will settle the topped-up mobile balance with Merchant and Merchant will then settle the topped-up mobile balance with the mobile operator partner for whose service the balance has been topped-up and with which partner operator Merchant has a contract to which Simple is not a party.

In all other respects, the provisions of these General Terms and Conditions relating to POS debit card payments shall apply to the top-up of the mobile balance.

The Merchant may indicate its need for a mobile top-up service in the request for proposal process.

**Provisions for tipping:**

The POS terminals provided by Simple may allow for payment of a tip in addition to the purchase price if the Merchant requests this feature from Simple. The request to activate this feature does not require a formal amendment to the Specific Contract.

Only Merchants whose business is considered to be tipping may use the tipping service at the POS terminal provided by Simple. Simple shall have the right to determine, at its sole discretion, whether the

tip payment function may be enabled for a Merchant based on the scope of business designated by the Merchant.

Otherwise, the provisions of these General Terms and Conditions relating to POS debit card payments shall apply.

### **Provisions for POS terminal qvik QR code wire transfer payment**

#### a) Availability of POS terminal qvik QR code wire transfer payment service

Simple makes the POS terminal qvik QR code wire transfer payment service available to Merchants during an initial pilot period under the following conditions::

- For existing contracted Merchants, the service will be available to those previously contracted under the present General Terms and Conditions and Individual Agreement, selected at Simple's sole discretion. Such Merchants can request access to the service by submitting a contract modification form.
- For new Merchants, the POS terminal qvik QR code wire transfer payment service will automatically form part of all agreements for the provision of the POS terminal service. The Merchant acknowledges that access to the service may require technical development as set out in this section and Section 17.6 of these General Terms and Conditions.

#### b) Technical requirements

The POS terminal qvik QR code transfer payment service will be available on terminals accepting HUF only.

If the Merchant wishes to use the POS terminal qvik QR code transfer payment service, they acknowledge that (i) during the initial phase of the service launch, availability may be limited, and in some cases (such as cash register integration and desktop terminals) the service may not be accessible, and (ii) the service may require development on the Merchant's side, without which the service cannot be used.

The provision of the qvik QR code wire transfer payment service on Android terminals requires an operating system version of at least Android v. 10.0.

### **17.4.2. Merchant's additional obligations**

- a) The Merchant is entitled to use the POS terminal only in accordance with the documentation accompanying it.
- b) The Merchant shall withdraw the cards marked for withdrawal from the POS terminal and deliver them to Simple with a record.
- c) In order to ensure the security of the bank card transaction, the Merchant undertakes that if the POS terminal rejects the Transaction for reasons other than a technical or communication error and a "rejected" response message is displayed, it will not attempt to swipe the bank card again. In the case of an unsuccessful or rejected Transaction, a "rejected" message will appear on the terminal display, with the specific reason (code) for the rejection indicated on the receipt. In the case of a rejection, the cardholder has the right to settle the amount of the goods or services in another way. If the cardholder is unable to do so, he/she should be advised to contact the issuing bank of the card to clarify the reason for the refusal. There are four types of errors that cause failed Transactions:
  - a. Credit card related errors

- b. Error affecting the account associated with the credit card
- c. Technical error
- d. Connection problem.

d) In the event of a hardware or software change to Merchant's owned or leased equipment that is connected to the terminal, Merchant must notify Simple in advance through Simple's Customer Service channels immediately upon becoming aware of the change or occurrence.

(e) In the case of a cash register connection, Merchant will perform the development of the requested equipment connection in advance of submitting for certification. The Merchant agrees that if the cash register developer makes a change to the interface between the two pieces of equipment, it will recertify its interface. The Merchant shall provide Simple with the conditions to carry out a review of the connection every 3 years, if it deems it necessary, in the context of a repeat certification. The Merchant shall ensure that, in the event of a complaint or at Simple's request, its cash register developer provides Simple within 2 working days with the communication log file continuously produced by the cash register for the period indicated by Simple.

f) Merchant agrees to notify Simple immediately of any changes to the contact persons and other personal information (contact telephone number, email address) listed in the Specific Contract. Furthermore, Merchant agrees to inform the contact persons listed on the Specific Contract that their personal data (name and contact telephone number and e-mail address) will be provided to Simple for contact purposes.

g) The Merchant is responsible for ensuring that (i) the cardholder has received the paper receipt printed by the POS terminal or cash register containing the details of the bank card transaction, if requested by the cardholder, and, if required by the rules for the execution of the transaction, has signed it; (ii) the cardholder has received the goods/used the services paid for by the card; (iii) the details on the receipt issued by the POS terminal are correct.

h) The Merchant shall keep the paper receipt of the payment by bank card, and all documents related to the transaction or order proving receipt of the payment for a period of 18 months, and shall make them available upon Simple's written request until the expiry of the deadline set by Simple. It shall make legible copies or electronic copies of all documentation relating to the Transactions seized by the police or other official authorities and provided to them, and shall make them available to Simple upon request. Any liability or financial loss resulting from failure to comply with this paragraph shall be borne by the Merchant.

i) Merchant shall attach a receipt printed by the POS terminal to any claim it submits to Simple.

In all other respects, the POS terminal software shall be subject to the provisions of these Merchant GTC applicable to the SimplePay System.

#### **17.4.3. POS terminal Service fees**

Merchant shall pay the following fees to Simple when using the POS terminal Service:

- a) **POS Monthly Fee:** The POS Monthly Fee will be set out in the Single Contract. The Merchant shall pay the POS Monthly Fee for the use of the POS Terminal Service by the Merchant for the following POS Terminals under the Single Contract, depending on the terms agreed between Simple and the Merchant in the Single Contract:
  - i. Merchant will pay the POS Monthly Fee for the POS Terminals that were made available to Merchant on the date that the POS Monthly Fee is validated by Simple with Merchant. For these POS Terminals, the Merchant shall pay the POS Monthly Fee per POS Terminal, regardless of the actual number of POS Terminals on which the Merchant has

made payment transactions in the given month and regardless of the number of POS Terminals that were active in the given month. The Merchant shall be liable to pay the POS Monthly Fee per POS Terminal even if no successful payment transaction has been made at that POS Terminal in that month.

- ii. The Merchant shall pay the POS Monthly Fee for the POS Terminals that were available and active on the 1st day of the month following the month in question under the Individual Agreement. A POS terminal is considered active if at least one successful Payment Transaction has been executed on it during the reference month.

If the Single Contract does not provide that Merchant shall pay the POS Monthly Fee pursuant to clause (i) or (ii) above, then Merchant shall pay the POS Monthly Fee pursuant to clause (i) above.

Simple shall have the right to initiate a change in the POS Monthly Fee during the term of the lease or to terminate the Specific Contract immediately if Merchant rejects the new POS Monthly Fee.

Merchant shall pay the POS Monthly Fee as follows:

- Merchant shall not be required to pay the POS Monthly Fee for the first fractional month from the date of activation of the Merchant Account at the relevant POS Terminal until the end of the relevant month. In the event of termination of the POS terminal lease terminated during the month, the POS Monthly Fee already invoiced for that month will not be refunded.
- The Merchant shall pay the POS Monthly Fee upon notification by Simple, monthly in advance, by the 15th day of the month preceding the month in question. Simple will first apply the POS Monthly Fee by deducting it from the amount of the Transactions executed by the Merchant after the Simple has sent the request for the POS Monthly Fee to the Merchant. If Simple is not able to deduct the POS Monthly Fee from the Merchant's POS Transaction amounts, Simple will send a new fee request to the Merchant within the time limit specified in the fee request (15th day of the month), leaving the payment deadline on the original fee request unchanged. If the Merchant fails to pay Simple the POS Monthly Fee by this original due date, Simple will send the Merchant a payment notice on the 16th day of the month and, if unsuccessful, on the 24th day of the month. If the Merchant fails to pay the POS Monthly Fee by the last day of the month despite the payment notices, Simple shall have the right to suspend the POS terminal service at the Merchant until the debt is settled, for which reason the Merchant shall not be entitled to assert any claim against Simple. Simple will reconnect the POS terminal service within 5 business days of the date Merchant pays the POS Monthly Fee to Simple. Upon reconnection of the service, Simple will issue a fee request for the next monthly amount of the POS Monthly Fee, which Merchant shall pay by the 15th day of the month. If the reconnection occurs after the 15th of the month, the Merchant shall pay the POS Monthly Fee indicated in the fee request by the last day of the given month with the modified payment method indicated in the fee request.
- If the Merchant fails to pay the POS Monthly Fee after the second payment notice, Simple shall be entitled to terminate the Single Contract with immediate effect.
- In the event of late payment of the POS Monthly Fee, Simple is entitled to charge interest on late payments from the date of default at twice the prevailing base rate of the central bank.

- b) **POS Commission:** For bank card payments made through the POS terminal Service, Merchant shall pay a separate POS Fee as set forth in the Specific Contract, which is independent of the Fee payable for the other SimplePay Service and, if multiple services are used together, all applicable Fee amounts shall be payable separately.

The POS terminal Service is otherwise subject to the provisions of these GTC, subject to the exceptions set out in this clause.

The Merchant is only entitled to request a PIN from the Customer for POS terminal Service payments above the Transaction amount limit as defined by law and when requested by the Terminal. The Merchant shall be liable for any damages resulting from the request for a PIN code in other cases, and Simple excludes its liability for such damages.

Simple will provide Merchant, free of charge, with the Bank Card Acceptance Manual, available here:

[https://www.otpbank.hu/static/portal/sw/file/Bankkartya\\_Elfogadoi\\_Kezik\\_Kartyaelfogadas](https://www.otpbank.hu/static/portal/sw/file/Bankkartya_Elfogadoi_Kezik_Kartyaelfogadas), after the conclusion of the Specific Contract for the POS terminal Service.

Simple will keep the withheld funds segregated until the final, meritorious conclusion of the procedure and will transfer them to the account designated by the Merchant, depending on the outcome of the procedure:

- a) the full amount, if no claim is made against the Merchant; or
- b) the amount less the amount of any claims against the Merchant.

Under no circumstances will Simple transfer to Merchant the amount withheld if the issuing bank has a written statement of the transaction that the transaction was fraudulent.

#### **17.4.4. Suspension of POS terminal Service**

Simple has the right to unilaterally suspend the POS terminal Service at the Merchant's Payment acceptor or, at its option, terminate the Agreement immediately in the following cases:

- (a) despite two written warnings to Merchant, circumstances giving rise to a warning have reoccurred; or
- (b) despite proposals made at a one-off face-to-face meeting between Simple's representative and the Merchant (or his representative), a new warning circumstance has arisen; or
- (c) In the event of a one-off warning from an International card issuer regarding the use of the Payment acceptor after it has been communicated to the Merchant.
- (d) Simple becomes aware that the Merchant has failed to comply with the Merchant's obligations under clause i) of the Merchant's obligations in relation to the cash register.
- (e) Merchant is in breach of the provisions of these GTC regarding the secure storage of transaction data.

The period of suspension may be extended for a maximum of 3 months.

In particular, Simple will consider the following to be circumstances giving rise to a warning:

- (a) the number or value of Transactions in the same Merchant's Payment acceptor in the preceding 3 months, as complained of by the Cardholder or the issuing bank, exceeds 3% of the Merchant's turnover (number or value of Transactions) in the same period without justification, or
- (b) the Merchant's average weekly turnover (in terms of number or value of Transactions) at the same Payment acceptor in the preceding 3 months is more than twice the average weekly turnover of the Merchant; or

- (c) more than 30% of the Transactions initiated at the Merchant's POS terminals located at the same Payment acceptor within a 1-day period are rejected (excluding rejections due to POS terminal or communication network failures); or
- d) The Merchant has had more than two unsuccessful Transactions with the same bank card at the same Payment acceptor within 24 hours.

Simple will notify the Merchant of the suspension in writing at least 72 hours prior to the start of the suspension in order to ensure that Cardholder Customers are properly informed.

#### **17.4.5. Rules for refunds**

The refund conditions for POS terminal Transactions are different as follows:

- a) In the case of payment by bank card initiated through a POS terminal, the physical presence of the bank card used for the payment at the Merchant's Payment acceptor (shop) is required to initiate and trigger the refund, which means that a refund can only be initiated from the POS terminal, not from the Merchant's Back Office interface.
- b) In the case of a payment by bank card initiated via a POS terminal, a refund can only be initiated for Transactions not older than 30 days, and no refund can be initiated for Transactions older than 30 days.
- c) For bank card payments initiated via POS terminals, Refund is disabled by default, and the daily refund limit per POS terminal previously applied to the Merchant is set to zero by Simple. The initiation and execution of a refund (i) are based on Simple's risk assessment and individual decisions made within its discretion, regarding either the specific Transaction or the Merchant, or (ii) upon the Merchant's request, Simple may authorize the refund following an individual assessment of the Merchant's request, based on Simple's own discretion, with the Merchant's prior consent for the specific Transaction or Merchant, subject to the daily refund limit per POS terminal set by Simple, with the maximum allowable daily refund per POS terminal being 150,000 HUF. Simple may withdraw its consent at any time and may unilaterally modify the daily refund limit per POS terminal it has set for the Merchant. In this case, Simple may, with prior notice to the Merchant, (i) reduce the daily refund limit in case of withdrawal of consent or reduction of the daily refund limit, or (ii) reset the Merchant's refund eligibility to the default set under this section.. If the daily amount to be refunded for a given Transaction would exceed this amount, no refund may be initiated for that Transaction on that day. The Merchant is not entitled to claim any damages or other claims against Simple regarding the authorization of the refund or the daily refund limit per POS terminal set by Simple. Upon the Merchant's request, Simple will notify the Merchant via email if a higher daily refund limit per POS terminal than the default above has been set or authorized for them.

The Merchant is obliged to inform the Customer of the above refund rules in a verifiable manner in the case of payment by bank card via POS terminal. The Merchant shall be liable for any damage resulting from failure to do so.

Simple shall be entitled to unilaterally suspend the refund function at the Merchant's Payment acceptor, with simultaneous e-mail notification to the Merchant, if the Merchant has not settled any debts owed to Simple from previous refunds. If the Merchant has not settled this debt after repeated reminders from Simple, Simple is entitled to terminate the Specific Contract unilaterally by notice of termination.

#### **17.4.6. Provisions for the lease of POS terminals**

##### **17.4.6.1 Subject of the POS terminal Lease**

The Merchant leases from Simple the type and number of POS terminals and their accessories specified in the Specific Contract.

In this context Simple undertakes the following (POS terminal installation):

- a) the purchase of the POS terminal,
- b) delivery of the POS terminal and making it available to the Merchant,
- c) installation and commissioning of the POS terminal at the installation location at the Payment acceptor specified in the Specific Contract.

The Merchant shall be responsible for obtaining the necessary official permits for the installation of the POS terminal (for the performance of the commercial activity) and for providing any other conditions necessary for the installation of the POS terminal.

Simple will start the installation of the POS terminal immediately after the signing of the Specific Contract, will complete it within the shortest technically reasonable time and will notify the Merchant of the commissioning of the POS terminal.

Simple shall bear all costs associated with the installation and operation of the POS terminal. Merchant shall be responsible for the installation of the telecommunications line and cabling to the POS terminal's point of operation at its own expense.

If the POS terminal is defective, malfunctions or does not function as intended, Merchant shall immediately report the defect to Simple's customer service department. Simple will investigate the fault and take the following action:

- a) Correct the error remotely by remote access to the POS terminal, if the nature of the error permits;
- b) Correct the POS terminal error by on-site repair if the nature of the error permits;
- (c) Replace the POS terminal with another POS terminal of the same type which is in working order, if the POS terminal cannot be repaired either remotely or on site.

The Merchant shall also notify Simple Customer Service if it wishes to replace its POS terminal with a different type of POS terminal.

The Merchant may also request new POS terminals for its existing payment acceptors or new payment acceptor from Simple's Customer Service.

#### **17.4.6.2. Content of the POS terminal lease**

The Merchant is entitled to:

- a) use the POS terminal and request the necessary information from Simple.
- b) exercise other rights associated with the POS terminal lease.

The Merchant shall:

- a) Use the POS Terminal for its intended purpose, in accordance with the provisions of the Bank Card Acceptance Manual and the POS Handling Guide included in the Specific Contract concluded with Simple. The Merchant shall be liable for damages resulting from the improper use of the POS Terminal or from the use of the POS terminal in a manner not in accordance with the operating rules, as well as from intentional damage or destruction. The Merchant shall also be liable for damages if the Merchant does not make the POS terminal(s) installed by Simple available to the Customer at the written request of the Customer.
- b) To pay the POS Monthly Fee.
- c) To pay the costs incurred in connection with the proper operation of the POS terminal and not otherwise settled, in particular electricity and paper tape costs.

- d) To make the POS terminal available for repair by employees of subcontractors authorised by Simple and, with Simple's prior consent, to allow the POS terminal to be modified for development purposes.
- e) To request Simple's written consent to relocate or modify the POS terminal.
- f) Upon termination of the lease of the POS terminal, to return the POS terminal to Simple in a working condition and in a condition not exceeding the extent of natural wear and tear. If the Merchant fails to comply with this obligation, Simple shall, on the one hand, issue a written request to correct the defects and return the POS terminal without delay and, on the other hand, after 30 days following the termination of the POS terminal lease, carry out the necessary repairs or replace the POS terminal that cannot be repaired and invoice the costs thereof, which the Merchant shall pay by bank transfer within eight (8) working days of receipt of the invoice.
- g) To fulfil any other obligations in connection with the POS terminal lease.

Simple is entitled to:

- a) To cancel the POS terminal lease if unforeseen circumstances arise during the installation of the POS terminal.
- b) To check the condition of the POS terminal at a pre-arranged time without prior notice and without disturbing the Merchant, and to check the proper use of the POS terminal without prior notice.
- c) To withdraw written consent to the relocation or modification of the POS terminal without giving any reason in writing.
- d) To exercise other rights related to the rental of the POS terminal.

Simple shall:

- a) Provide Merchant with the information necessary for the proper use of the POS terminal.
- b) To fulfil its other obligations in connection with the POS terminal lease.

If Merchant fails to pay any amounts due under the POS terminal lease, Simple will send a written demand for payment to Merchant's Merchant Contact e-mail address or, if no response is received, to Merchant's mailing address, who shall pay the amounts due within eight (8) business days of receipt of the demand.

Merchant may sublet or otherwise use the POS Terminal only with the prior written consent of Simple. Simple shall be entitled to revoke such consent at any time, in writing, without giving any reason.

### **17.5. MO/TO Transactions**

During a MO/TO transaction, the data provided by the Cardholder is manually entered into the POS terminal by the Merchant. The use of data without the physical presence of the card (CNP - Card-not-present) is subject to the cardholder's consent. The Merchant is entitled to execute MO/TO transactions if the Parties have agreed to this in the Specific Contract and shall act in accordance with the provisions of this clause when executing the transaction.

The Merchant acknowledges that in the case of payment by bank card for the purchase of goods or services by MO/TO order, the Merchant shall request authorization for all transactions using the POS terminal installed at its premises.

For MO/TO transactions, the Merchant must include the following information on the order or order confirmation document:

- a) cardholder name
- b) cardholder's billing address
- c) card type

- d) card number
- (e) the card's validity
- (f) signature of the cardholder (only in case of a written order, the order can only be placed and signed by the cardholder)
- g) the date of the transaction
- (h) the exact description of the goods or services
- i) in the case of postal delivery, the delivery or collection address
- j) whether the cardholder is ordering the goods or services for himself or for another person
- (k) the total purchase price (total value of the transaction)
- (l) the currency denomination (in the currency specified in the basic contract, which must be the same as the currency indicated on the receipt submitted)
- m) the cardholder's authorization for the Merchant to debit his card.

The order must indicate the type of card with which the Customer may pay. In the case of orders placed by telephone, the order form shall be issued on the basis of the information provided by the Customer over the telephone. The Merchant must request the data provided above.

Simple will publish a sample of the order form in an Announcement on the Website.

Based on the order form, the Merchant enters the card number and expiry date, the amount of the transaction and requests electronic authorisation for the transaction in the POS terminal as described in the POS manual.

The receipt printed by the POS terminal must contain the text Mail-Order or Phone-Order in place of the cardholder's signature.

The POS terminal automatically sends the transaction data electronically to Simple.

The order form and other correspondence with the Cardholder evidencing the legitimacy of the transaction need not be sent to Simple, but Simple reserves the right to request the order form and other documentation evidencing the legitimacy of the charge from the Merchant in connection with any claim regarding the transaction for orders placed in writing.

The order form and the documentation proving the legitimacy of the charge, together with the card statement, must be kept by the Merchant for at least 5 years.

The Merchant undertakes to use the bank card data provided to it in writing, by e-mail or by telephone only in the course of/on behalf of the execution of the transaction approved by the cardholder. After the transaction is executed, the card data will be deleted from its systems and records.

If the Customer has cancelled a reservation made in writing, by e-mail or by telephone, the Merchant shall refund the amount of the transaction to the Customer, after deduction of any costs incurred by the Merchant and accepted by the Customer, by means of a transaction of goods. The Merchant undertakes to initiate the goods return transaction on the same card on which the charge was made. The return of goods cannot be settled by cash or bank transfer.

If, in the case of a written order placed by e-mail or telephone, the Merchant accepts the bank card as a means of payment other than as provided above, Simple may refuse to credit the transaction amount. Simple may also refuse, withhold, or subsequently reverse the payment if the authorization number for the charge to the card exists, if the charge generated by the order is incorrect, if the order was not placed by the Cardholder, if the goods were not received, if the service was not used by the Cardholder, or if the Cardholder refused to pay for the service.

In addition to the above, Simple assumes no responsibility for the identification of the Cardholder and the bank card, nor for the authenticity of the data provided. In the event of any resulting claim or any

claim by a third party, in particular the cardholder and the issuing bank, which cannot be rejected by Simple, in connection with the transaction with the card, Simple will charge back the amount of the transaction and deduct it from any future amounts due to the Merchant.

In accordance with International card company security standards, enhanced security requirements apply to the credit card details after the transaction is completed. The Merchant must not store credit card details, in particular the three-digit identification code (CVC2/CVV2), which must be made illegible on the order form after the transaction has been completed. The order form (e-mail message or fax) together with the POS receipt printed during the transaction must be kept by the Merchant for 5 years from the date of the transaction and must be handed over to Simple upon request in order to prove the service has been completed.

For Internet or telephone reservations, the Merchant shall request the bank card used by the Customer to make the reservation upon the Customer's arrival. Then, by scanning the card details (magnetic stripe, chip, contactless) at the POS terminal, the normal authorisation request for the actual amount of the service or a pre-authorisation for the expected total amount of the service must be executed. On departure, a final transaction must be carried out for the total amount, up to the amount of the pre-authorisation. If the transaction is signature-based, it is always necessary to ensure that the signature of the guest present matches the signature on the back of the bank card - if there is a signature panel on the back of the bank card. Otherwise, it is possible to ask the cardholder to present a photographic identification document and compare the signature on the document with the signature provided during the transaction.

Since there is no personal contact in MO/TO transactions, the inherent risk requires special attention from the Merchant. This type of transaction is risky because the cardholder is not present during the transaction, so it is not possible to identify the cardholder and verify the card details submitted for payment. Accordingly, the Merchant must act with great care and caution. If the Merchant observes any suspicious circumstances or circumstances indicating misuse during the MO/TO transaction, the Merchant must notify Simple Customer Service immediately.

Merchant will consider the following to be circumstances indicating abuse:

- a) an order of an excessive amount,
- b) a service to be used in the distant future,
- c) an order from a distant country from which the customer refuses or is unable to hand over the card or claims that a friend, family member or company has ordered the service for him;
- d) the guest fills in the registration form illegibly or with corrections;
- e) the personal data of the guest differ from those of the customer in terms of country, nationality;
- f) high booking amount (up to millions of euros), with arrival within one or two days;
- (g) the customer provides several credit card numbers, one of which may be debited (as the abuser does not know which card number is valid and whether the card is covered);
- (h) if a cancellation is received within a short period of time and the real/intended cardholder requests that the amount debited be returned to a specified account number and not credited to the debited card. Such a request must be refused by the Merchant.

## **17.6. Common provisions for the qvik Service**

This clause contains the common provisions for qvik QR code transfer payments and qvik deeplink transfer payments provided as part of the Online payment Service, for qvik QR code transfer payments, qvik deeplink transfer payments and qvik NFC transfer payments provided as part of the Mobile POS Service as well as for qvik QR code wire transfer payment service as part of the POS terminal Service.

Simple does not provide the qvik Service as a payment service; according to the present GTC and the related Individual Agreement, the qvik Service provided to Merchants does not qualify as a payment service.

Simple undertakes 99.8% availability for the qvik Service.

The Merchant shall not charge any surcharge, fee or commission to the Customer for using the qvik Service to make a payment based on the Uniform Data Entry Solution, nor shall the Merchant discriminate among its Customers in accepting payments available through the qvik Service based on the Uniform Data Entry Solution. The Merchant shall refund incorrect transfers (e.g. transfers received twice or in error, or Customer-side complaints legitimately closed in the objection handling procedure, or other transfers requiring financial settlement other than the normal transaction process) in accordance with the immediate transfer procedures set out in these Merchant GTC. The Merchant shall immediately invalidate valid data entry codes for which it does not expect settlement.

Simple shall be entitled to unilaterally activate all functions of the qvik QR code transfer payment and qvik deeplink transfer payment services for Merchants using the Online payment Service, the qvik QR code transfer payment, qvik deeplink transfer payment and qvik NFC transfer payment services for Merchants using the Mobile POS Service as well as the qvik QR code wire transfer payment service as part of the POS terminal Service from 1 September 2024 without any formal contractual amendment. Simple shall be entitled to activate some or all of the functions of the services in the preceding sentence for a pilot (testing) period even before 1 September 2024, after consultation with the relevant Merchant, without formally amending the Specific Contract.

If the Merchant does not wish to use the qvik QR code transfer payment and qvik deeplink transfer payment services in case of Online payment, the Merchant shall indicate this in an electronic or postal letter sent to Simple, upon receipt of which Simple shall deactivate and stop the qvik Service and functions at the Merchant. If the Merchant does not wish to use the qvik QR code transfer payment, qvik deeplink transfer payment, qvik NFC transfer payment services in case of Mobile POS Service, or qvik QR code wire transfer payment service as part of the POS terminal Service, Merchant acknowledges that these features will continue to appear in the SimplePay Application, but Merchant is not obliged to use them.

If Merchant wishes to use the qvik Service, Merchant acknowledges that its operation may require developments from Merchant, and in the absence of such necessary developments, the Qvik Service shall not be available for use.

If Merchant does not wish to use the qvik Service on the SimplePay System under the terms and conditions set forth in these GTC, Merchant will indicate this in an email or postal mailing to Simple. Thereafter, the Specific Contract will be amended with the specific terms and conditions and Commission agreed in the Parties' negotiations in a formal contractual amendment.

Simple provides the following services to the Merchant in connection with the qvik Service:

- Monitors the Transaction and takes all reasonable steps to ensure that the payment by the Buyer is completed (e.g., contacting the Buyer via email or phone as necessary).
- Displays Transactions completed via qvik instant bank transfer in the analytical files it provides.
- Settles with the Merchant for the amounts received during each Settlement Period after the period ends.
- Manages refund (reimbursement) requests that may arise.
- Notifies the Merchant when the Transaction amount is credited to the escrow account maintained by Simple.
- In case of incorrect (erroneous) or incomplete payments (e.g., overpayment/underpayment, missing or incorrect transaction reference), Simple's Customer Service contacts the Buyer to clarify the circumstances.

- Receives the EAM generation request from the Merchant containing all necessary information and forwards it to InnoPay Zrt. within a maximum of 2 seconds from receipt.
- Provides the EAM to the Merchant in a format suitable for physical display and scanning within a maximum of 2 seconds after receipt.
- Ensures that an incorrectly recorded but not yet approved transaction by the Buyer can be cancelled by the Merchant before expiration and immediately forwards the cancellation message to InnoPay Zrt.
- Provides the Merchant with the qvik logo and the legally defined unified visual elements of the qvik Service, specifies their usage conditions, monitors the Merchant's compliance, and requests corrections in case of non-compliant usage.
- Makes the status of Transactions carried out using the qvik Service available to the Merchant in a paperless format for 5 years.
- Conducts fraud prevention and fraud detection tasks in accordance with its internal fraud prevention regulations related to Transactions processed via the qvik Service.

Simple enters into a contract for the qvik Service only with Merchants that have undergone a customer due diligence process (KYC) in accordance with its internal policies. The Merchant must be registered in the company registry (for businesses) or the civil organization registry (for civil organizations) and must not be subject to liquidation or compulsory dissolution. The Merchant must also demonstrate that it possesses the necessary tools for qvik Transactions or an equivalent capability.

Simple verifies that the payment account provided by the Merchant for transaction settlements belongs to the Merchant. The Merchant must notify Simple of any change in their payment account within 3 business days. If the Merchant fails to do so, or if doubts arise regarding account ownership, Simple may unilaterally withhold settlement payments and request an alternative payment account from the Merchant.

Simple ensures that the Merchant can electronically report any data changes. The Merchant must notify Simple immediately, but no later than within 3 business days, in case of insolvency proceedings, compulsory dissolution, voluntary liquidation, or changes to its payment account or other data. Failure to do so allows Simple to terminate the contract with immediate effect or suspend its execution.

Before signing an Individual Agreement, Simple verifies that:

- The Merchant possesses the necessary IT infrastructure and software to correctly fill out authentication requests and transmit status messages related to the qvik Service.
- IT systems of the Merchant are tested through end-to-end process validation, with successful testing being a prerequisite for system go-live.

If the Merchant fails to fulfil a refund obligation based on an acknowledged claim, a decision by Simple, or a final court ruling, Simple will compensate the Buyer and reclaim the refunded amount from the Merchant.

Simple settles the value of qvik Transactions with the Merchant within the time frame specified in the Individual Agreement.

If Simple engages a technical service provider or subcontractor in providing the qvik Service, it remains liable towards the Merchant under the liability rules for third-party involvement specified in the Hungarian Civil Code.

If a settlement discrepancy arises, Simple compensates the Merchant if the discrepancy is attributable to Simple. If the discrepancy results from an error caused by GIRO Zrt. or InnoPay Zrt., Simple will compensate the Merchant but will claim reimbursement from the respective entity.

If a Buyer has a legitimate financial claim related to the settlement of a qvik Transaction due to an error attributable to Simple, Simple is responsible for compensation. If the claim results from an error caused by GIRO Zrt. or InnoPay Zrt., Simple compensates the Buyer and then seeks reimbursement from the

responsible entity. If the claim arises due to the Merchant's fault, Simple compensates the Buyer but then recovers the amount from the Merchant.

If the Merchant becomes insolvent and is unable to satisfy a legitimate financial claim of the Buyer related to a qvik Transaction, Simple compensates the Buyer and subsequently enforces the claim against the Merchant.

In case of fraud, Simple compensates the Merchant for any losses incurred due to fraudulent transactions, provided the Merchant was not involved in fraudulent conduct. Similarly, Simple compensates the Buyer for fraud-related losses unless the Buyer engaged in fraudulent activity.

If GIRO Zrt. or InnoPay Zrt. is responsible for fraud-related losses due to a failure to meet fraud prevention and detection obligations, Simple will compensate the affected Merchant or Buyer and then seek reimbursement from the responsible entity.

For complaint management procedures regulated by GIRO, Simple sends an email notification to the Merchant, including details of the disputed transaction, the complaint description, supporting documents provided by the Buyer, the payment deadline, and any applicable penalty fees. Simple allows the Merchant to accept or reject the complaint via email and attach any relevant documents.

Simple also notifies the Merchant via email once a complaint has been closed in GIRO's ticketing system, informing the Merchant if the Buyer has not pursued further action before the Final Decision-Making Body and providing transaction details.

If the Paying Party initiates proceedings before the Final Decision-Making Body, Simple informs the Merchant via email, specifying the transaction details.

The rules for the Commission applicable to transactions made with the qvik Service are set out below:

- For Merchants who have contracted for non-band, itemized pricing, the Merchant Fee that is part of the Simple Commission will be the same as the Merchant Fee for bank card payments. In addition to the Merchant Fee, Merchants are required to pay a Service fee and a Discount Base Fee to Simple instead of the card scheme fee and the interchange fee. Simple will publish the current rates of the Service fee and Discount Base Fee on its Website in an Announcement.
- For non-band Merchants with consolidated pricing, the Merchant Fee rate is 0.05% (five basis points) less than the Merchant Fee rate for bank card payments. In addition to the Merchant Fee, Merchants are not required to pay a Service fee and Discount Base Fee to Simple.
- Until 31 May 2025, the Merchant Fee that is part of the Simple Commission for Merchants with banded, itemised pricing will be equal to the Merchant Fee for the bankcard payment band that is most favourable to the Merchant. From 1 June 2025, the Merchant Fee that is part of the Simple Commission will be equal to the Merchant Fee for the bankcard payment band that is applicable based on the Merchant's actual turnover. In addition to the Merchant Fee, Merchants will be required to pay a Service fee and a Discount Base Fee to Simple instead of the card scheme fee and the interchange fee. Simple will publish the current rates of the Service fee and the Discount Base Fee on its Website in an Announcement.
- For Merchants with banded consolidated pricing,
  - until 31 May 2025, the Merchant Fee will be 0.10% (ten basis points) less than the Merchant Fee for the bank card payment band most favourable to the Merchant;
  - between 1 June 2025 and 31 August 2025, the Merchant Fee will be 0.05% (five basis points) less than the Merchant Fee for the bank card payment band most favourable to the Merchant;
  - from 1 September 2025, the Merchant Fee will be 0.05% (five basis points) lower than the Merchant Fee for the bank card payment band applicable to the Merchant's actual turnover.

In addition to the merchant fee, Merchants are not required to pay a Service fee and Discount Base Fee to Simple.

Simple declares that the Simple Commission rate for transactions made with the qvik Service on the launch date of 1 September 2024, as published in the above Announcement, will not exceed the Simple Commission rate for bank card payments in force on that date.

### **17.7 DCC service**

DCC is only provided in connection with POS Terminal services in the case of HUF settlement. When DCC is applied, Simple settles the Transaction with the Merchant in the currency defined in the Specific Contract, while the payer's card is debited in the currency of their own Card.

DCC is only applicable to VISA and MasterCard Cards issued outside Hungary.

DCC can only be set up per Merchant; it cannot be set up per Payment Acceptors or per POS Terminal. Once DCC has been set up for a Merchant, it becomes available at all Payment Acceptors and on all POS Terminals.

When using the DCC service, Simple provides the Merchant with a discount on the Commission, the amount of which is specified in the Individual Agreement. The discount provided for a single Transaction may not exceed the amount of the Commission payable by the Merchant to Simple for that single Transaction.

In the case of Refunds and Chargebacks, the Transaction will always be refunded in the currency of the purchase on which the Refund or Chargeback is based. If the Merchant is unable to determine the currency of the original purchase, the Refund/Chargeback must be processed in HUF.

Simple makes the DCC service available to Merchants in connection with the POS Terminal Service as follows:

- a) For Merchants who have already entered into a contract, Simple will automatically make the DCC service available at the service commencement date unilaterally determined by Simple. If the Merchant does not object in writing to Simple within 10 days following the notification of the date on which the DCC service will be made available, Simple will make the DCC service available on the date stated in the notification. For existing Merchants using the DCC service, Simple provides a 0.2% discount on the commission in accordance with the above rules.
- b) New Merchants may declare their intention to use the DCC service at the time of concluding the Specific Contract from the service commencement date unilaterally determined by Simple. If the Merchant does not wish to use the DCC service, this must be expressly excluded in the Specific Contract at the time of conclusion of the agreement, or the Merchant is entitled to cancel the service in writing (including by email) at any time after the conclusion of the Specific Contract by notifying Simple customer service.

## **18. Procedure for management of the Transactions**

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 – if the Merchant requests to do so -, or if the Merchant does not indicate to make such kind of 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 based on the payment method chosen and – in case of given payment methods - his/her personal data necessary for the fulfilment of the payment with given payment method and/or his Card data (Card Holder’s name, Card number, Card’s expiration date and code CVC2/CVV2/CID).
- d) If the used Card is suitable for 3D Secure payment, then after having ascertained this suitability, the SimplePay system shall display the embedded payment interface of the Card Issuer, where – by the terms and conditions of the Card Issuer – the successful input of the authentication data (e.g. a password sent to them via SMS) by the Customer, and by the confirmation of this sent to Simple by the Card Issuer enables the payment transaction to carry on to the phase described under point e) hereto.

Should the used Card be unsuitable for 3D Secure payment, or should the 3D Secure service has not been activated on the Merchant's website, or should the 3D Secure service be not available in the given payment method, the payment transaction shall automatically carry on to the phase described under point e) hereto, without observance of the provisions of the present point.

- e) Simple shall forward the Transaction for authorization with the received Card data and pursuant to the provision of point d) hereto through the Authorization centre.
- f) In the event that the authorization is successful, and 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.
- g) Simple shall inform the Merchant about the success of the Transaction through the Merchant Back Office Interface based on which he may start the fulfilment (transport of goods, providing services, etc.). Simple shall register in the Simple’s deposit bank account on the Merchant balance the amount paid by the Customer in favour of the Merchant and Simple shall keep it on his deposit 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.
- h) In the event that the authorization is successful but the Transaction is 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 may 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 point g) 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.

If the Simple and/or the credit institution operating the Authorization centre qualifies the Transaction suspicious in terms of abuse of the Card data or Merchant’s or Customer’s abuse after the amount of the Transaction is accounted with the Merchant, the Refund provisions shall apply for the proven fraud.

Simple shall releases the amount kept on Simple’s deposit 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 fulfil the Settlement period defined in the Specific Contract for the Merchant for any reason related to the release of the amounts kept on Simple's deposit 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 on its own decision and also 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 planned unavailability of the Simple Service 1 day earlier. However, Simple is not obliged to do so in case of not planned unavailability.
23. The duration of the aforementioned unavailability and breakdown of the SimplePay Services planned by Simple or happened because of force majeure 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 SimplePay Services. 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 SimplePay Services 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 suffers from any 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.

Furthermore, Simple is entitled to inactivate or suspend the SimplePay services on the Merchant accounts (Payment acceptors) on which there were no transaction in the last 13 months (including successful and unsuccessful transactions). Simple informs the Merchant about inactivation and suspension. If the Merchant indicates to Simple after this notification that he/she intends to use the SimplePay services actively on the accounts (Payment acceptors), Simple checks the account technically and initiates the activation of SimplePay services on the given account. If the Merchant does not submit his/her request for re-activation of SimplePay services to Simple within 30 days from sending the aforementioned notification, Simple is entitled to terminate the SimplePay Contract for the affected account with immediate effect after the expiration of this 30 days period. Simple, acting in its sole discretion, may, for fraud prevention reasons, without prior notice to the Merchant, request the Merchant's payment account number provided by the Merchant to Simple at the time of entering into the Specific Contract to be replaced by another bank account number as a condition of entering into the contract.

If the Merchant changes the Merchant's payment account number provided to Simple at the time of entering into the Specific Contract, Simple, acting at its sole discretion, may, for fraud prevention reasons, reject the changed payment account number and request the Merchant to provide another bank account number instead, without prior notice to the Merchant.

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 all damages and costs 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 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.

Simple informs the Merchant, that the 3D Secure service as provided by the Card issuer is merely supported by Simple with the provision of a technical platform, with Simple bearing no liability whatsoever neither for its availability nor its operation, nor for any direct or indirect damages emerging from the above.

Merchant expressly acknowledges that any and all of their claims regarding the 3D Secure service is to be enforced directly towards the Card Issuer.

33. Merchant’s obligation is to inform the Simple Customer Service channels 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 applicable Accession Fee is the precondition of the live use of the SimplePay Services.
41. The Merchant is obliged to open a Transactional bank account with a bank or a payment service provider licensed by the Hungarian National Bank and providing services in Hungary or registered in Hungary.
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 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 abuse 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 Specific Contract.
45. Merchant undertakes that the amount put into Deposit as a condition of the effective date of the Specific Contract remains in escrow during the effect of the Specific Contract and after the termination of the Specific 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 or claims stemming from Card data, Customer or Merchant abuse and possible Refund or Chargeback claims as well as for covering the bank costs related to the payment of the Deposit to Simple.

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 indirectly or directly 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 or damage resulted thereof and shall reimburse Simple in this respect.
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
  - in case compulsory deletion or liquidation proceedings are initiated against it,
  - of any changes to its data, including in particular changes to the payment bank account number and changes to company details required for invoicing.

The responsibility for damages resulting from the failure to do so lies with the Merchant.

If the Merchant fails to provide notification, upon becoming aware of this, Simple shall be entitled, at its sole discretion, to terminate the Individual Agreement concluded with the Merchant or to suspend the provision of services with immediate effect.

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 fulfilment 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 fulfilment 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 for an unlimited period.

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 be able to read it 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.

In such case, when Merchant conducts sale in a currency other than Hungarian forint at the Payment acceptor, but operates a payment terminal at the Payment acceptor based on forint, 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. SimplePay logo**

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 Specific 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 Merchant GTC, for a period and purpose defined in the clause 63, any use different from the present Merchant 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 Merchant 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.

**Repayment of the transactional value**

64. Merchant undertake to fulfil 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 repayment 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 repayment for the Customer for any reason (including Refund and Chargeback) initiated through SimplePay System by the Merchant shall be adjusted from the Simple transactional bank account. The repaid Transaction between Simple and the Merchant shall be arranged in the following ways, if there is no Deposit or it does not cover the repayment obligation:

- a) Merchant is obliged to pay the amount of the repaid Transaction by way of transfer to Simple's transactional bank account, or
- b) Simple will deduct the amount of the Transaction to be settled in the future with the amount of the repaid Transaction, if the amount of Transactions to be settled deposited at Simple, on the Deposit account covers the amount of Transaction to be repaid. If the amount of Transactions to be settled does not fully provide cover for that, Merchant shall pay Simple the part of the repaid Transaction amount not covered by the Transaction to be settled.

If there is no Deposit, or the Deposit does not cover the obligation to repay, the Merchant is obligated to verify, prior to initiating any refund (including the reversal of Transactions), that the expected incoming amount from the next due settlement provides cover for the full amount of the Transaction to be refunded. If the expected revenue from the settlement does not provide sufficient cover for the refund amount, the Merchant is obliged to transfer the missing amount to the deposit account designated by Simple simultaneously with initiating the refund, but no later than before the refund is credited ("coverage payment").

The Merchant expressly acknowledges that failure to comply with the coverage verification and advance coverage payment obligation under this Section shall constitute a material breach of contract by the Merchant, and Simple shall be entitled to:

- a) terminate the contract with the Merchant with immediate effect and without justification;
- b) demand from the Merchant the amount of the outstanding coverage payment, as well as all related costs, including but not limited to default interest, collection costs and legal fees; and
- c) take further legal action based on the nature and extent of the infringing conduct.

67. The commission originally charged on the repaid Transaction shall not be refundable for the Merchant.

68. 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 Cards which are 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.

69. 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 and System**

70. Merchant acknowledges that the Integration documentation to be transferred to him is the Simple's exclusive intellectual property which is confidential material containing trade secrets.

71. 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 Merchant 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 Merchant 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 Merchant 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 Merchant 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.

72. 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**

73. The OTP Discount Program and the participation in it can be freely chosen by Merchants and is not an obligatory service.
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 OTP Discount 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 Merchant GTC along with the settlement of the Commission.

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 Merchant 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 Merchant 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 Merchant 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 of the Merchant GTC 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 fulfilment 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.

Simple is entitled to provide its parent company, OTP Bank Plc, with the following information of a business nature concerning the Merchant, to which the Merchant consents by entering into a Specific Contract or, in the case of a Merchant who wishes to enter into a contract, by notifying Simple of the intention to do so for the purpose of matching them with the merchant data in its own portfolio and for using the synergies of the sales cooperation possibilities within the bankgroup:

- a) For a Merchant that is a legal person: company name, registered office, tax number, company registration number, the fact and content of the Specific Contract with Simple and the intention to enter into a Specific Contract.
- b) Sole proprietor Merchant: name, address, tax number, VAT number, EV number, fact and content of the Specific Contract with Simple and the intention to conclude a 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 deposit 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.

Simple accepts the Transactional counter-value paid by the Customers during purchase at Merchant's Payment acceptor through the SimplePay service and due to the Merchants and places it on a limited-purpose deposit account created for such purpose and managed by a credit institution established in an EEA country; the sole purpose of such deposit account is settlement with the Merchants (in the following: **Deposit account**).

Simple holds the Transactional counter-value on the Deposit account until its being transferred to the Merchant.

Simple holds by currency on separate Deposit accounts every Transactional counter-value due to every Merchant and assigns each Transaction and its counter-value to the given Merchant on the basis of the Transaction record.

Simple transfers the counter-value of Transactions to Merchant in such a way that it deducts (i.e. offsets) the amount of Commission due to Simple and other Bank charges specified by the present Merchant GTC, as well as the amount of Refund, Chargeback in cases specified by the Merchant GTC, to which offset and deduction the Merchant consents by signing the Specific Contract and by accepting the present Merchant GTC.

Simple shall not charge an extra fee towards the Merchant for depositing the Transactional counter-value on the Deposit account, its concerning charges are included in the Commission.

### **Settlement in groups or separately**

If the Merchant has more Payment acceptor (SimplePay account), Simple settles the Transaction not based on Payment Acceptors but Simple contracts the Transactions conducted at Payment acceptors accepting the same currency and belonging to the same Merchant and Simple settles, report and pays the Transactions at those Payment acceptors in group, in one settlement (hereinafter referred to as: **Group settlement**). The Group Settlement shall be also applicable when the different Payment Acceptors of the Merchant are included in a separate, different Single Contract concluded with the Merchant, instead of being included in the same Single Contract, provided that all Payment Acceptors included in the Single Contract belong to the same Merchant. In the settlement it will remain isolable which Transaction was conducted at which Payment acceptor, only settlement and payment will be fulfilled in groups by currencies.

Instead of Group settlement, the Merchant is entitled to expressly request separate settlement for each Payment acceptor, i. e. for each SimplePay account in the Specific Contract; in this case, Simple settles, reports and pays the Transactions through each Payment acceptor, i. e. each SimplePay account and in each currency separately (hereinafter referred to as: **Separate settlement**).

If the Merchant does not expressly request the Separate settlement in the Specific Contract, Simple apply the Group Settlement. In case of the Merchants already has been entered into the Specific Contract when the present regulation comes into effect, Simple applies the Group settlement from the effective date except that the Merchant expressly requests the Separate settlement within the deadline determined in the notification Simple sent to the Merchant.

The Merchant is entitled to change the way of settlement in any time via unilateral e-mail or written notification sent to Simple which does not require the modification of the Specific Contract.

85. The Parties define the order of the settlement 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 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 successfully carried out in the given month and credited to the Deposit Account 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. The settlement date for transactions successfully executed in a given month is the date on which the transaction was successfully executed.

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 until the amount of the successful transactions decreased by the Simple Commission to be released, paid 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 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 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 month and credited to the Deposit Account 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. The settlement date for transactions successfully executed in a given month is the date on which the transaction was successfully executed.

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 until the amount of the transactions decreased by the Simple Commission to be released, paid 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 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 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 month and credited to the Deposit Account 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. The settlement date for transactions successfully executed in a given month is the date on which the transaction was successfully executed.

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 until the

amount of the transactions decreased by the Simple Commission to be released, paid 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 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 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 month and credited to the Deposit Account 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. The settlement date for transactions successfully executed in a given month is the date on which the transaction was successfully executed.

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 until the amount of the transactions decreased by the Simple Commission to be released, paid 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 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 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 month and credited to the Deposit Account 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. The settlement date for transactions successfully executed in a given month is the date on which the transaction was successfully executed.

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 until the amount of the transactions decreased by the Simple Commission to be released, paid 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 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 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 month and credited to the Deposit Account 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. The settlement date for transactions successfully executed in a given month is the date on which the transaction was successfully executed.

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 until the amount of the transactions decreased by the Simple Commission to be released, paid 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 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 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 month and credited to the Deposit Account 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. The settlement date for transactions successfully executed in a given month is the date on which the transaction was successfully executed.

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 until the amount of the transactions decreased by the Simple Commission to be released, paid 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 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 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 month and credited to the Deposit Account 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. The settlement date for transactions successfully executed in a given month is the date on which the transaction was successfully executed.

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 until the amount of the transactions decreased by the Simple Commission to be released, paid 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 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 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 month and credited to the Deposit Account 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. The settlement date for transactions successfully executed in a given month is the date on which the transaction was successfully executed.

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 until the amount of the transactions decreased by the Simple Commission to be released, paid 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 or any other later period of keeping amounts.

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 according to the provisions of relevant policy of the financial institute operating the Authorisation Center and authorising the Transaction,
- b) to initiate the cancellation of the suspicious Transaction according to the provisions of relevant policy of the financial institute operating the Authorisation Center and authorising the Transaction,
- c) 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,
- d) to terminate the SimplePay Service provided to the Merchant 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 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 for the claims and complained Transactions related to the Specific Contract and enforced by third parties against Simple and shall pay Simple the Transactional amount to be repaid to Customer and affected by the Customer complaint in accordance with Sections 66 and 101 of this Merchant GTC. The lapse of the Contract shall not affect this liability.
- 101. In course of the future settlement(s) and releases 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) in case of Chargeback due to Customer complaint concerning the goods bought from the Merchant or service required from it, or in case of Chargeback due to take-back of goods or non-provision of goods or services or in case of Chargeback due to non-completed Transaction or non-completed payment process and other Chargeback, the amount paid by Simple,
  - d) Chargeback amount paid by Simple in connection with Customer complaints that cannot be refused by Simple or found to be legitimate by the Card issuer, Card acceptor, as well as concerning ulterior complaints concerning Customer abuse regarding Card data or Merchant abuse, including the offset of the complained Transactions submitted late,
  - e) amount indicated in the Customer 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 SoftPOS and POS Monthly Fee, if it shall be paid according to the Specific Contract, if it 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 is entitled to take the following measures:

- a) if the Merchant has the aforementioned debts for more than 30 days during the Specific Contract or if the Merchant has the aforementioned debts upon the termination of the Specific Contract, Simple is entitled to decrease the amount of the debts from the Deposit and to satisfy itself from the Deposit and/or
- b) 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. Merchant shall reimburse these costs, damage, amount of money to Simple, which obligation burdens the Merchant within limitation period, irrespective of the termination of the Specific Contract, even following it.

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 does not cover or will expectedly not cover the payment obligation of the Merchant under this point in connection with the use of the SimplePay Service, 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. The amount of the Deposit shall be re-examined at least every half year.

If the Merchant is not obliged to make a Deposit under the Specific Contract, but the Merchant has debts against Simple at least for 30 days during the Specific Contract which Simple is not able to enforce by set-off i.e. decrease, Simple is entitled to oblige the Merchant to pay Deposit with a unilateral, written statement in which Simple shall determine the amount of the Deposit which shall cover the amount of debts. If the Merchant does not fulfil this Deposit payment obligation within 5 working days from the statement, Simple is entitled to terminate the Specific Contract with immediate effect. Obliging the Merchant for paying Deposit does not require the formal modification of the Specific Contract.

If Simple does not oblige the Merchant to pay Deposit, Merchant will be obliged to perform the payment obligation to Simple under this point in the method prescribed by Sections 66 and 101 of this Merchant GTC.

Simple undertakes to promptly notify the Merchant in writing if an obligation arises to pay any of the costs, damages, or amounts specified above. This notification shall be made after investigating the circumstances giving rise to the obligation and in compliance with any applicable confidentiality obligations. Simple reserves the right to provide only partial notification or to delay notification if immediate or full disclosure would compromise the success of the investigation.

If, in case of Chargeback, the complaint of the Customer is not well-founded in the Merchant's view, Merchant is entitled to initiate the required procedure in order to examine the case (prosecution, initiating 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.

If the 3D Secure service applying strong customer authentication is turned on and applied at the Merchant, after the date of activation of the 3D Secure service, Simple undertakes to apply the acquittance of the payment of the Chargeback by the Merchant to the Simple only in the cases and circle which the provisions of the International card companies allows and applies and only for the bank cards, transactions, Merchant category codes (MCC), ordered products and services, technologies, Chargeback use cases, Reason codes determined in those provisions and only in accordance with the provisions of the International card companies with the restrictions and exclusions therein.

105. Merchant is liable for the payment of the amounts charged back but not refunded for Simple during Chargeback because of posterior Customer's complaint after the termination of the Specific Contract until the 180<sup>th</sup> day following the completion of the last successful Transaction.

106. If the Merchant does not fulfil 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
- f) Individual surcharge passed on by the card company.

If the Merchant orders the Mobile POS Service, it shall pay Mobile POS Service Accession fee and Mobile POS Service Commission, the amounts of which are determined in the Specific Contract.

Simple issues invoice about the aforementioned Accession Fee, Commission, Monthly Fee, Bank costs and about any other amount falling under the value added tax and to be paid by the Merchant for any product or services on the basis of the Specific Contract.

The invoice issued by Simple can be paper based or electronic invoice. Unless the Merchant make other statement in the Specific Contract, based on the Merchant's consent stipulated in clause 109 of the present Merchant GTC, Simple issues electronic invoice and sends it to the Merchant in electronic mail. If the Merchant expressly did not grant consent to issue electronic invoice in the Specific Contract, Simple issues paper based invoice and sends it to the Merchant.

If Simple issues electronic invoice and sends it to the Merchant in electronic way, Simple hereby draws the attention of the recipient Merchants of the invoice that the invoice sent to the Merchant in the electronic letter as an attachment or via a link ensuring access to downloading from a specific online storage and signed by electronic signature shall be deemed as electronic invoice according to section 259 5. of the VAT Act which appropriately ensures the authenticity of the origin, the integrity of the content and the legibility of the invoice on the basis of section 168/A of the VAT Act. However, the Merchant who is the recipient of the invoices is obliged to control the integrity of electronic signature on the invoice attached to the electronic letter and whether the invoice attached and the electronic signature thereon is identical with the invoice available via the link sent in the letter. If the invoice attached and the one available via the link differ, the invoice available via link shall be deemed as the authentic and appropriate invoice.

If Simple issues paper based invoice to the Merchant, Simple sends it to the Merchant in electronic letter. Simple hereby draws the attention of the Merchant who is the recipient of the invoice that the invoice sent in the electronic letter to the Merchant as an attachment or via a link ensuring access to downloading from a specific online storage cannot be deemed as electronic invoice under section 259 5. of the VAT Act; it shall be deemed only as the picture of the paper invoice and it is valid solely after printing. In case of the paper based invoice sent as attachment of the electronic letter, Simple cannot ensure that the integrity of the data in the invoice or the authenticity of the invoice are not compromised after sending the invoice; Simple excludes its liability for that. Accordingly, Simple hereby draws the attention of the Merchants who are the recipients of the invoice that the invoice sent as an attachment is only for informative purposes; solely the invoice available via the link sent in the letter can be deemed as authentic and appropriate. Simple hereby expressly excludes its liability for any modification in the invoice after downloading the invoice from the link. If the invoice attached and the one available via the link differ, the invoice available via link shall be deemed as the authentic and appropriate invoice.

#### 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 to the Merchant 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 until the commencement of the SimplePay service at latest. Simple shall notify the Merchant via e-mail about the fact that the Accession fee was credited on its bank account. The crediting of the Accession fee on Simple's bank account is the condition of the commencement of the SimplePay service.

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.

The Commission consists of the following elements:

- a) Merchant Fee: the portion of the Commission due to Simple for a successfully executed Transaction, which in all cases remains with Simple.
- b) Card scheme fee: a fee payable to the International Card Companies, depending on the financial institution issuing the card and the type of card used for payment, the current rate of which is published by the financial institutions issuing the card in their notices.
- c) Interchange fee: a fee set by the International Card Companies payable to the financial institution issuing the payment card used for payment, the rate of which depends on the International Card Company and the type of payment card. The rate is indicated on the websites of the International Card Companies.
- d) ONUS Transaction Processing Fee: the portion of the Commission payable to Simple for a Transaction successfully settled by a bank card issued by OTP Bank Plc. Simple discloses the current amount of the ONUS Transaction Processing Fee in an announcement on its website.
- e) Service Fee: the portion of the fee payable to Simple as a sub-aggregator for the use of the qvik Service by Merchant. Simple will publish the current rate of the Service Fee on its Website in an Announcement.
- f) Discount Base Fee: the portion of the fee Simple receives for the use of the qvik Service by Merchant. Simple will publish the current rate of the Discount Base Fee on its Website in an Announcement.

Unless otherwise agreed by the Parties, the Commission shall be indicated in the Single Contract in the above itemised structure. At the specific request and with the consent of the Merchant, the Commission may be shown in the Single Contract on a consolidated basis.

The Parties shall indicate in the Single Contract the URLs of the websites indicating the Card Scheme fee and the Interchange fee in case of Commission presented in itemised structure.

Simple shall deduct the Commission from the amount to be released, paid 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 given month and credited to the Deposit Account 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. The settlement date for transactions successfully executed in a given month is the date on which the transaction was successfully executed.

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.

Simple is entitled to modify the amount of the Monthly Fee in any time in its own discretion, which does not need the modification of the Single Contract. Simple is obliged to notify the Merchant about the increase of the Monthly Fee within 8 days before the increase takes into effect. Simple can send the notification to the Merchant via e-mail or in a communication on the website. The modification shall be deemed as accepted by the Merchant, if the Merchant does not inform Simple before the effective date of the modification that he/she does not accept the modification. If the Merchant does not accept the modification, he/she is entitled to terminate the Single Contract within 8 days from the receipt of the notification with immediate effect. If the Merchant does not terminate the contract during this period, the increase of the Monthly Fee shall be deemed as accepted by the Merchant.

#### 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 Deposit account 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, or if Simple ordered the payment of Deposit unilaterally, from the date of this statement 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 if the Deposit payment was agreed when signing the Specific Contract, and in Simple's statement if Simple ordered the Merchant to pay Deposit. Unless the Parties agree otherwise in the Specific Contract Deposit 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.

The Deposit shall be regarded as a security deposit. Simple shall be entitled to settle claims secured by security deposit directly from the Deposit by way of a unilateral legal declaration simultaneously sent to the Merchant.

The Merchant shall bear all costs related to the payment, bank transfer of the Deposit to the Simple's escrow bank account; including all bank and other costs arising from the payment or international bank transfer of the Deposit in currencies other than HUF (for example SEPA or SWIFT bank transfer) including all bank and other costs which any of the financial institutions taking part in the bank transfer process enforces directly against the Merchant or the Simple related to the payment or bank transfer of the Deposit on the Simple's escrow bank account.

If the financial institution participating in the bank transfer enforces the bank costs or other costs related to the aforementioned payment and bank transfer of the Deposit against the Simple, Simple will pass them on the Merchant and will invoice them to the Merchant. The Simple deducts the bank costs enforced against them directly from the Deposit, the amount of the Deposit will be reduced with this amount. Simple notifies the Merchant about the deduction of the bank costs from the Deposit by sending the invoice about the bank costs to the Merchant.

If the Deposit does not cover the bank costs enforced against Simple related to the payment/bank transfer of the Deposit to the escrow bank account of Simple, the Merchant is obliged to pay the not covered bank costs to the payment bank account of Simple in the deadline indicated on the invoice via bank transfer.

Simple shall hand over the part of Deposit not used for settling its claims to the Merchant within 180 days following the termination of the Specific Contract.

#### 113. Individual surcharge passed on by the card company

Simple shall be entitled to pass on to Merchant any individual surcharges that are passed on to Simple by the card companies in respect of a particular Merchant, including, but not limited to, any risk fees that are passed on to Simple by the card company because of the Merchant's scope of business. Whether a Merchant's scope of business or other characteristic falls within the scope of the individual surcharge payment obligation passed on by such card company is for Simple, and ultimately the card company, to determine, and Simple may change the Merchant's statement in this regard.

Simple will disclose the type and amount of the individual surcharges passed through by the card company in a notice to be posted on [www.simplepay.hu](http://www.simplepay.hu). Simple may unilaterally amend the notice and the rates set forth therein in response to changes made by the card company.

Simple will notify Merchant if Merchant has an obligation to pay any individual surcharge passed through by this card company.

Simple will pass on to Merchant the individual surcharges passed through by the card company in the debit currency applied on the side of Simple.

Simple shall be entitled to deduct such individual surcharges passed on by the card company from the amount of money to be paid out of custody after the end of the Settlement Period, and Merchant agrees to pay the individual surcharges passed on by the card company by offsetting them by signing the Specific Contract.

If Simple does not offset such additional individual fees passed through by the card company, Merchant shall pay Simple such fees within 8 days of Simple's request to do so.

If Merchant fails to pay the individual surcharges passed on by this card company within the above time period, Simple, acting in its sole discretion, may suspend the SimplePay, Mobile POS Service for cards issued by this card company without prior notice until such time as Merchant pays the fee. If the Merchant pays the fee during the suspension period, Simple will reinstate the Service for that type of card within 15 business days. The suspension of the provision of the Service and its subsequent resumption shall not require any amendment to the Specific Contract.

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

114. 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.

115. 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 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.

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

117. 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.

#### **118. 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.

#### **119. 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 or Merchant abuse has been effected;
- e) the ratio of the complained and/or 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 fulfil 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.

Simple expressly excludes its liability for the consequential, indirect damages, lost income, lost profit, legal expenses, punitive damages, moral damages, general damages and any other not direct damages caused by breach of the contract of delictually. Simple restricts its liability for damages compensation – with the above restrictions – to 500 000 HUF per Merchant per year.

## 120. 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.

## Data processing, data protection, liability

121. Merchant acknowledges that Simple shall use a third party in order to authorize or effectuate the Transaction.

122. 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.

123. 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.

124. 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.

125. 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.

## 126. Provisions 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.

Simple hereby informs the Merchant that Simple uses the following financial institutions for providing the SimplePay services:

Name	Tasks carried out
OTP Bank Nyrt. (1051 Budapest, Nádor u. 16.)	authorisation of the payment transactions, fraud monitoring, fraud prevention, bankcard acceptance
Borgun hf. (Ármúli 30, 108 Reykjavik, Izland)	authorisation of the payment transactions, fraud monitoring, fraud prevention, bankcard acceptance

Simple is entitled to decide in its own discretion, but with keeping the provisions related to the use of the sub-processor on that when and which financial institution Simple uses for which Merchant and for which Transactions.

Merchant is the data controller of the personal data of the Customers in relation to the purchase including transactional data during the provision of the services or sale of goods to the Customer.

Simple by providing the SimplePay services to the Merchant is the data processor of the Merchant regarding the transactional data of the Customers handed over by the Merchant to Simple in relation to the purchase. Simple transfers the Customers' transactional data on behalf of and for the request of the Merchant to the financial institution with whom Simple entered into a card acceptance agreement and providing the authorisation, namely to Borgun hf. Borgun hf. processes the Customers' transactional data as an independent data controller based on its own data protection notice and policies. Simple qualifies as data processor of Borgun hf. in this data transfer, Simple acts on behalf of and for the request of Borgun hf. based on its data processing agreement concluded with Borgun hf.

The Merchant shall be deemed as data controller of bankcard data in case of saving bankcard during the payment process in the Merchant's webstore through SimplePay services (token bankcard storing). During the token bankcard storing Simple handles storage of the data of these saved bankcards as data processor on behalf and in the name of the Merchant.

Regarding the bank card data of the Customer the financial institution entered into a contract for card acceptance and authorisation with Simple is the data controller; Simple acts as data processor of those financial institutions and on behalf and for the request of them based on the data processing agreements concluded with them. Those financial institutions accepting bankcards are OTP Bank Nyrt. and Borgun hf.

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

Merchant as data controller is obliged to inform the Customers purchasing in the Merchant's webshop in a privacy notice in pursuant to the GDPR about the data processing in SimplePay services and must process those data according to the GDPR.

**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	Data subject	Data categories
Completion, register and tracking of payment transactions within SimplePay	Customers paying with Online payment in Merchant's webshop, Customers paying through SoftPOS and POS terminal Services	Name (not processed in case of SoftPOS and POS, processed in case of MO/TO transactions)
		telephone number (not processed in case of SoftPOS and POS, except for mobile balance top-up)
		e-mail address (not processed in case of SoftPOS and POS)
		transaction sum
		IP address (not processed in case of SoftPOS and POS)

		Time, date and identifier of transaction
		shipping address (not processed in case of SoftPOS and POS, processed in case of MO/TO transactions)
		billing address (not processed in case of SoftPOS and POS, processed in case of MO/TO transactions)
		Data of the bank card saved during the payment in the Merchant's webstore through SimplePay services (token bankcard storing): bankcard number, expiration date, CVV code, name on the bank card
		Type, number and validity of the bank card used for payment for MO/TO transactions
		In SimplePay Application: name of the product purchased by the Customer
		In case of wire transfer and Payment Request: Customer's (bank account owner's) name and bank account number, in the case of a Payment Request, the Customer's e-mail address and payment deadline
Sending messages, notifications, certificates related to the payment transactions in SimplePay Services	Customers paying with SimplePay in Merchant's webshop, including Payment Requests as well	Name
		E-mail address
Authorization of payment within SimplePay	Customers paying with Online payment Service in Merchant's webshop, Customers paying through SoftPOS Service or POS terminal Service	Name (not processed in case of SoftPOS and POS, processed in case of MO/TO transactions)
		telephone number (not processed in case of SoftPOS and POS, except for mobile balance top-up)
		e-mail address (not processed in case of SoftPOS and POS)
		transaction sum
		IP address (not processed in case of SoftPOS and POS)
		Time, date and identifier of transaction
		shipping address (not processed in case of SoftPOS and POS, processed in case of MO/TO transaction)

		billing address (not processed in case of SoftPOS and POS, processed in case of MO/TO transaction)
		Data of the bank card saved during the payment in the Merchant's webstore through SimplePay services (token bankcard storing): bankcard number, expiration date, CVV code, name on the bank card
		Type, number and validity of the bank card used for payment for MO/TO transactions
Fraud monitoring and prevention within SimplePay and assessment of Chargeback claim and Customer reclamation	Customers paying with Online payment Service in Merchant's webshop, Customers paying through SoftPOS Services	Name (not processed in case of SoftPOS and POS, processed in case of MO/TO transaction)
		telephone number (not processed in case of SoftPOS and POS, except for mobile balance top-up)
		e-mail address (not processed in case of SoftPOS and POS)
		transaction sum (including the name, price of the products, transfer fee and discount provided)
		IP address (not processed in case of SoftPOS)
		Time, date and identifier of transaction
		shipping address/home address (not processed in case of SoftPOS and POS, processed in case of MO/TO transaction)
		billing address (not processed in case of SoftPOS and POS, processed in case of MO/TO transaction)
		Type, number and validity of the bank card used for payment for MO/TO transactions
		Comments by the Customer related to the order
		Whether the Customer is a regular, repeat customer
		Data in the document proving the hand-over by the Customer of the product ordered by the Customer
		Data in the document proving the use by the Customer of the services ordered by the Customer

		<p>In case of instant transfer: documents certifying the payment of the price by the Merchant to the SimplePay Customer which contains the transaction amount paid back to the SimplePay Customer, date of payment, name and bank account number of the beneficiary</p> <p>In case of instant transfer: bank account excerpt or any settlement document which shows the purchase price of the given transaction.</p> <p>In case of instant transfer: in case of a successful payment (even on different payment channel), the certification thereof (invoice, receipt)</p>
<p>Providing strong customer authentication, 3D Secure services in the SimplePay services during online bankcard payment</p>	<p>Customers paying with Online payment Service in Merchant's webshop</p>	<p>name</p> <p>telephone number</p> <p>e-mail address</p> <p>transaction sum</p> <p>IP address</p> <p>shipping address</p> <p>billing address</p> <p>Data collected from the browser used during the online purchase of the Customer:</p> <ul style="list-style-type: none"> <li>• value of Accept http header which is the format which appears in the body of the request</li> <li>• name and version number of the browser and operation system, default language</li> <li>• browser source IP address</li> <li>• whether browser can run java codes</li> <li>• browser language</li> <li>• browser colour depth</li> <li>• browser screen heights</li> <li>• browser screen width</li> <li>• time zone of the browser</li> </ul> <p>Way of purchasing at Merchant:</p> <ul style="list-style-type: none"> <li>• as a guest, without registration</li> <li>• as a registered user</li> <li>• as a user registered with with a third party identification (Facebook, Google, other account registration)</li> </ul>

Sending certificate on the Transaction in the SoftPOS Services to the Customer	Customer paying in the SoftPOS Services	E-mail address Date, time and identifier of the Transaction Amount of the Transaction Result of the Transaction
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The data processing activities of Simple as data processor cover the recording, the storage, the forwarding to Authorization partners, and the deletion of the above nominated data.

Simple as data processor collects, store the aforementioned personal data and transfers them to the card issuer bank during the 3D Secure services.

Simple transfers the following personal data for the request of the Merchant during the reclamation management related to the instant transfer to the bank managing the Customer's bank account: name, e-mail address, home address (if it is available) of the Customer, the data of the disputed transaction and the result of the reclamation management procedure.

**B) Duration 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)

The aforementioned data subprocessor processes the following data:

Nature and purpose of data processing activity	Data subject	Data category
Authorization of payment within SimplePay	Customers paying with SimplePay in Merchant's webshop, Customers paying through the SoftPOS Service or the POS terminal Service	Name (not processed in case of SoftPOS and POS, processed in case of MO/TO transaction)
		telephone number (not processed in case of SoftPOS and POS, except for mobile balance top-up)
		e-mail address (not processed in case of SoftPOS and POS)
		transaction sum

		IP address (not processed in case of SoftPOS and POS)
		Time, date and identifier of transaction
		shipping address (not processed in case of SoftPOS and POS, processed in case of MO/TO transaction)
		billing address (not processed in case of SoftPOS and POS, processed in case of MO/TO transaction)
		Data of the bank card saved during the payment in the Merchant's webstore through SimplePay services (token bankcard storing): bankcard number, expiration date, CVV code, name on the bank card
		Type, number and validity of the bank card used for payment for MO/TO transactions
Payment fraud monitoring and prevention related to SimplePay services, Chargeback claim and customer complaint handling	Customers paying with Online payment Service in Merchant's webshop, Customers paying through the SoftPOS Service or the POS terminal Service	name (not processed in case of SoftPOS and POS, processed in case of MO/TO transaction)
		telephone number (not processed in case of SoftPOS and POS, except for mobile balance top-up)
		e-mail address (not processed in case of SoftPOS and POS)
		transaction sum
		IP address (not processed in case of SoftPOS and POS)
		time and date of transaction
		shipping address
		billing address
		Comments by the Customer related to the order
		Whether the Customer is a regular, repeat customer
		Data in the document proving the hand-over by the Customer of the product ordered by the Customer
		Data in the document proving the use by the Customer of the services ordered by the Customer
		Type, number and validity of the bank card used for payment for MO/TO transactions

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.

Upon the instruction and on behalf of the Merchant, Simple will transfer data to GIRO Zrt. in the event of a Payment Request, in the course of which the name of the Customer, the bank account number and the data required for the immediate transfer will be transmitted. GIRO zrt. shall forward the Payment Request to the account holding bank of the Customer.

#### **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.

The Merchant hereby instruct Simple to transfer the personal data processed by Simple in the framework of its data processing activity as the Merchant's data processor to the card issuer bank.

The Merchant hereby instructs Simple to ensure security of the data processing during the data processing in the SimplePay services according to the GDPR and to take the necessary technical and organizational measures and accordingly chose the hardware and software tools used for data processing.

#### **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's 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 (2) a)-d) 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.

## **Customer Services, help desk**

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.

129. The Jira Service Desk Service has been discontinued by Simple.

## **Merchant Finder**

130. By signing – concluding - the Specific Contract the Merchant grants consent to Simple to publish the Merchant's following data which are not qualifies as personal data on the [www.simplepay.hu](http://www.simplepay.hu) and [www.simple.hu](http://www.simple.hu) website and in the Simple Application: Merchant's name which may be the company name or other commercial name used by the Merchant, the Merchant's headquarter, the URL address of the webshop where the Merchant uses the SimplePay services, the activity of the Merchant's webshop, the Merchant's logo if the Merchant provided Simple with it. Except for the Simple Application, the Merchant's logo serves as a link which navigates to the Merchant's webshop. Additionally, Simple displays the discounts, offers, coupons, other benefits (together: '**Discounts**') provided by the Merchant to the Users of Simple Application in the Merchant, Partner Finder function of the Simple Application. The Merchant provides these Discounts and determined their conditions; the Simple is not liable for them and their conditions.

The source of the aforementioned data is the Specific Contract concluded with the Merchant, where the Merchant provided the aforementioned data. Simple hereby expressly excludes its liability for

the accuracy, truth, appropriate manner and the entirety of the data, because the source of the data is the Merchant itself. Consequently, if the data are not accurate, full, appropriate or true because the Merchant provided inaccurate, inappropriate, untrue or false data, Simple does not have liability for the damages and any other legal consequences; Simple excludes its liability.

Simple excludes its liability if the Merchant abuses third persons's data or activity when providing the data in the Specific Contract or if the data, logo provided by the Merchant infringe any rights of any third party. Simple is not liable for those infringements, solely the Merchant is liable for them.

If the Merchant does not wish to publish its data, it can withdraw its consent given when signing the Specific Contract in any time, in this case Simple deletes the Merchant from the Merchant Finding function.

By signing the Specific Contract, the Merchant authorizes Simple to use and publish the Merchant's logo, commercial name or other designation falling under trademark, copyright or any other protection in the merchant finding function on the website of [www.simplepay.hu](http://www.simplepay.hu), [www.simple.hu](http://www.simple.hu) and in Simple Application.

If the Specific Contract concluded with the Merchant terminates for any reason, the Merchant will be deleted from the merchant finding function without any further notice.

The Merchant is obliged to inform Simple if its data are changed within 8 working days from the date of the change. The Merchant is liable for any damages of Simple or third parties arising from failing this obligation.

The Merchant may request the correction, amendment and completion of its data published in merchant finding function in an e-mail sent to Simple or in any other written form. Simple amends the data within 30 days.

In case of Merchants having an effective Specific Contract when this amendment of this GTC comes into effect, the consent is granted by coming this amendment of the GTC into effect.

### **Data transfer within the company group**

131. Pursuant to the provisions of Article 164/B (5) of the Banking Act, Simple informs Merchants that Simple is a legal entity not qualifying as a payment institution and that Simple is under the controlling influence of OTP Bank Plc. OTP Bank Plc. is not under any obligation of confidentiality with regard to the data processed by OTP Bank Plc., including personal data, and Simple may obtain access to these data and OTP Bank Plc., as a data controller participating in the joint data processing with Simple, may transfer the above-mentioned data to Simple for the purpose of establishing a customer relationship with Merchants for the purpose of facilitating Merchants' access to cashless digital payment services, for the purpose of supporting the business of Merchants who are not consumers with digital solutions, and Simple may process the data received for the duration of the establishment and existence of the customer relationship.
132. The Merchant is entitled to restrict or prohibit the above data transfer between Simple and OTP Bank Plc based on section 164/B of the Banking Act. The declaration of restriction or prohibition of data transfer may be made by e-mail to [ugyfelszolgalat@simple.hu](mailto:ugyfelszolgalat@simple.hu) or by telephone to +36 1/20/30/70 3-666-611 orally or by post to Simple's head office (1138 Budapest, Váci út 135-139, Building B, 5th floor).
133. Categories of the data affected by the transfer between OTP Bank Plc. and Simple based on the provisions of Section 164/B of the Banking Act are the following:

A. Names, positions, e-mail addresses and telephone numbers of the natural person contact persons and representatives of the merchants.

B. Legal Entity The following data of the Merchants:

- Merchant name
- Merchant's head office
- Merchant's company registration number
- Merchant's tax ID
- Activity of Merchant
- Address of the Merchant's physical shop
- Rate of the fee payable by the Merchant to OTP Bank Plc
- Commercial terms and conditions of the contract between the Merchant and OTP Bank Plc and the text of the contract.

## **Miscellaneous**

134. 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.

135. 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.

136. 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.

137. 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.

138. 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.

139. 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> workday 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> workday counting from its posting.

140. It is not considered a delay and breach of contract and therefore the legal consequences of delay and breach of contract do not apply if either Party is unable to perform any of its obligations under the contract due to force majeure. In particular, the following shall be considered force majeure:

- a) any event or circumstance beyond the control of the Party or Parties over which the Party or Parties have no control, including natural disasters,
- b) war, revolution, insurrection, sabotage, closure of a transport route, where there is no other transport route that can be used to reach the destination and the Party or Parties were not aware of the closure at the time the route was used;
- c) import or export bans, currency restrictions, embargoes, boycotts;
- d) serious malfunctioning of either Party which occurs in a manner beyond the control, control or influence of that Party and which could not have been foreseen, including downtime or malfunctioning caused by malicious computer viruses or other pests.

If the force majeure situation would delay the execution of the contract for more than 20 days, the Parties must negotiate the necessary amendments to the contract. If these negotiations do not lead to a result within 10 days, the contract shall be terminated without any further legal declaration of impossibility of performance and the Parties shall be obliged to settle accounts.

In the event of termination or cancellation of the contract for any reason, the Parties shall settle their accounts within 30 days of termination.

Force majeure shall not include the COVID-19 epidemic and the Russian-Ukrainian war and their impact on the Parties and the economy, as these events exist at the time of publication of these Merchant GTC, are known to the Parties and their effects are foreseeable.

141. The present agreement is governed by the law of Hungary and the Hungarian authorities and courts have exclusive jurisdiction for any dispute arising from this agreement.

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.

## **ANTI-CORRUPTION PROVISIONS**

142. **For the purposes of this Chapter:**

- a) **Banking Group:** the totality of the undertakings constituted by OTP Bank Plc, its subsidiaries and all undertakings in which OTP Bank Plc or its subsidiaries have a controlling influence or a participation pursuant to Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises (Hpt.).

- b) Anti-Corruption Legislation:** Anti-corruption laws applicable in any jurisdiction include regulations related to bribery, corruption, and anti-money laundering. These laws encompass mandatory provisions, court decisions, and administrative rulings. Notably, they refer to: a) the United Nations Convention against Corruption (Law No. CXXXIV of 2005); b) provisions in the Treaty on the Functioning of the European Union; c) the European Communities' Convention on Combating Corruption Involving Officials of the European Union and Officials of the Member States; d) The Council Framework Decision (July 22, 2003) on combating corruption in the private sector; e) Council Decision 2008/852/IB (October 24, 2008) establishing a network of anti-corruption contact points; f) The Criminal Code (Act No. C of 2012); g) the Act XXV of 2023 on Complaints, Whistleblowing, and Rules Related to Reporting Abuses or any relevant provisions replacing the listed laws.
- c) Anti-Corruption Policy:** the Anti-Corruption Policy of OTP Bank Nyrt., which is available on the website of OTP Bank Plc. at [https://www.otpbank.hu/static/portal/sw/file/Korrupcioellenes\\_Politika.pdf](https://www.otpbank.hu/static/portal/sw/file/Korrupcioellenes_Politika.pdf) and which is applicable to Simple as the legal entity of OTP Bank Nyrt. Banking Group.
- d) Person performing a public function:** (a) an officer, official or employee of a government or of any of its ministries, government departments, authorities or bodies (legislative, administrative or judicial) assisting it in its work, (b) an officer, official or employee of a regional government body, (c) an officer, official or employee of a public international organisation; (d) a person acting in an official capacity or in a public capacity on behalf of or for the benefit of a government or a ministry, government department, public authority or an organisation assisting it, regional government body or public international organisation; (e) an officer of a political party (or a political party itself); (f) a candidate for government office; (g) an international organisation (e.g. (g) officials of international organisations (e.g. the United Nations or the World Bank); (h) persons who have functional authority as officials but are not actually employed by the government; (i) consultants and special advisers to governments or public officials; and (j) officials and employees of state-owned enterprises and institutions (including business enterprises), including, inter alia, hospitals, health care facilities and universities.

143. The Merchant declares that it is aware of and complies with the Anti-Corruption Policy and the Anti-Corruption Legislation and that it will comply with its obligations and enforce them with its employees and business partners.

144. The Merchant shall immediately notify Simple in writing of any charges brought against the Merchant or its executive officers for violation of anti-corruption legislation.

145. The Merchant undertakes to

- a) not to use any amount paid to him/her by Simple or any member of the Banking Group, or any other remuneration, for any purpose in violation of the Anti-Corruption Legislation;
- b) not make, or have made, any direct or indirect offer or payment of any remuneration, payment or other payment to any person performing a public function for the purpose of influencing or causing the influence of a decision of a public body;
- c) provide Simple, upon written request to that effect, within 5 days with information on the use made by Simple of remuneration and any other payment received from any member of the Banking Group.

146. Simple shall be entitled to terminate the Contract with immediate effect if the User's declaration under the anti-corruption provisions of the Contract, at the time of making it or at any time during the term of the Contract with Simple, is (a) incorrect, (b) untrue, or (c) misleading, or if the User fails to comply with any of its obligations under the anti-corruption provisions of the Contract.