



## GENERAL TERMS AND CONDITIONS ON THE HELLOPAY SERVICE

Effective: 10 March 2025

### 1. Subject of the GTC

These General Terms and Conditions contain the general terms and conditions of the Merchant's Contract (hereinafter referred to as the **Specific Contract**) concluded between HelloPay IT and Service Closed Public Limited Company and the Merchant and/-or Event Organiser for the HelloPay Service (hereinafter referred to as the **GTC**).

### 2. General information

The HelloPay Service is operated and provided by HelloPay Informatikai és Szolgáltató Zártkörűen Működő Részvénytársaság (HelloPay Zrt.).

Public company data of HelloPay Zrt:

Seat:	1037 Budapest, Montevideo utca 10.
Company registration number:	01-10-048364
Registrar:	Company Registry Court of Budapest-Capital Regional Court
Tax number:	25155781-2-41
Represented by:	Norbert Varga Managing Director, individually hereinafter referred to as <b>HelloPay</b> .

### 3. Definitions

**Donation:** an amount selected by the Customer prior to the payment using the slider on the POS terminal or on the customer monitor/end display connected to it, and voluntarily paid by the Customer for the purpose of making a donation, in addition to the gross price of the product or service purchased and included in the final amount of the Transaction. The Donation will be paid by the Merchant, or the Event Organiser as set out in the Specific Contract.

**Authorisation :** an electronic request for authorisation during the Card payment process, where the bank issuing the Card authorises or rejects the transaction. For WeChat Pay transactions, the WeChat Pay server authorises or rejects the Transaction.

**Authorisation centre :** the Merchant requests authorisation from the Card Issuer to execute the Transaction, this message is sent from HelloPay to the Card Issuer via the authorisation operator and switching system as the Authorisation centre, through the card acquiring bank that performs the Authorisation. The Authorisation centre will carry out the authorisation of the Transaction, i.e. it will ask the Card Issuer for an answer as to whether the given type of Transaction can be carried out with the given Card. The Authorisation centre is operated by HelloPay's bank card acceptance partner. In the case of WeChat Pay, the Merchant requests authorisation to execute the Transaction from the WeChat Pay server as the Authorisation centre. The Authorisation centre will carry out the authorisation of the Transaction. The WeChat Pay Authorisation centre is operated by Tencent Holding Limited.

**VAT Act :** Act CXXVII of 2007 on Value Added Tax.

**Permanent Establishment :** a commercial unit operated by the Merchant for an indefinite period of time, where HelloPay provides the HelloPay Service under these GTC and the Specific Contract.

**GTC:** these general terms and conditions for the use of the HelloPay Service by Merchants and Event Organisers.

**Bank:** OTP Bank Plc.

**Bank charges:** any fees or other charges charged by the Bank operating the Authorisation centre in relation to the Transaction and any fees or other charges charged by the bank, other payment institution or International Card Companies in relation to the payment of the consideration for the Transaction to the Merchant and/or the Event Organiser.

**Tip:** an amount selected by the Customer prior to payment using the POS terminal or on the connected customer monitor/end display, and voluntarily given by the Customer, in addition to the gross price of the product or service purchased, to express his/her satisfaction with the quality of the service received and which is included in the final value of the Transaction, in addition to the gross price of the product or service purchased. Payment is not possible until the value is selected. The Tip will be shared between the Merchant and, depending on the scheme, the Merchant's employees in accordance with the Specific Contract.

**Digi Wallet Mobile Application :** a mobile application developed and operated by a third-party (GateHub) and provided by HelloPay for the purpose of using the WeChat Pay Service at the Payment Acceptance Point, which is downloaded via the Internet to the mobile device used by the Merchant for this purpose, and which operates with a continuous internet connection, and through which the Merchant can accept WeChat Pay payments. The Merchant can use the Digi Wallet Mobile Application subject to acceptance of its license terms.

**Specific Contract :** a specific contract between Merchant and HelloPay for the use of the HelloPay Service or WeChat Pay Service by Merchant based on these GTC.

**Settlement Period :** the period of time, as agreed by the Parties and set out in the Specific Contract, after which HelloPay will settle with the Merchant the amount of the Transactions processed through the HelloPay System and credited to HelloPay, the amount of the Commission and other fees, commissions and costs that may be incurred. In the case of the WeChat Pay Service, the specified time interval for which, after the expiration of such time interval, HelloPay will settle with Merchant the amount of WeChat Pay Transactions processed through WeChat Pay and credited to HelloPay, the Commission and other fees, commissions and expenses (including the Margin Amount, Exchange Gain Commission), if any, incurred.

**Settlement Report :** an electronic statement compiled by HelloPay, containing Transactions related to the HelloPay Service that have taken place during the Settlement Period and have been credited to HelloPay, and which contains the unique Transaction ID/Reference Number of the Transactions settled during the Settlement Period, amount, date, date of crediting, type of Transaction, type of Card, masked Card number and Commission in the case of a Card, or the total Card number and Commission in the case of a HelloPay Card. In the case of WeChat Pay Service it is an electronic statement in the form of a statement of the amount of WeChat Pay Transactions processed through WeChat Pay and credited to HelloPay during the Settlement Period, the amount of the Commission and any other fees and commissions (including the Margin Amount, the Exchange Gain Commission) and any other items that may be incurred by the Merchant under the GTC, for a given Settlement Period.

**Payment Acceptance Point** : a point operated by the Merchant or Event Organiser, which offers the possibility of payment by Card or HelloPay Card, or by bank transfer in case of WeChat Pay Service, to the Customers using a POS terminal.

**Top-up Point**: a point operated by the Merchant, the Event Organiser or HelloPay, which provides the Customer with the possibility to top-up the HelloPay Card by Card or cash using a POS terminal.

**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 Regulation (EC) No 95/46/EC (General Data Protection Regulation).

**Suspicious Transaction**: a successfully or unsuccessfully authorised Transaction that HelloPay considers suspicious for the purposes of Card Data, Merchant or Customer Abuse.

**HelloPay Website** : the website operated by HelloPay under the URL <https://www.hellopay.hu/>.

**HelloPay Card** : a voucher card issued and distributed by HelloPay, registered in electronic form. The purpose of the commercial voucher is to enable visitors to the Event and the cashless Payment Acceptance Point to make purchases during the Event, at the Event venue or at the cashless Payment Acceptance Point, using the vouchers instead of cash. The voucher is a plastic card using RFID technology. HelloPay's centralised commercial voucher management system records and manages the balance of the voucher cards. The card carries no personal data about its holder. The HelloPay Card is not a Card or a cash substitute payment instrument.

**HelloPay Card GTC**: the general terms and conditions of use (e.g. scope of use, conditions and expiry date) of the HelloPay Card by the Customer, which are available on the HelloPay Website.

**HelloPay System** : the IT system operated by HelloPay, which manages the balance of the HelloPay Card, and the purchases made with it, as well as the data of the Transactions executed via Card or WeChat Pay and the entire POS terminal network, which includes both the Payment Acceptance Points and the Top-up Points' data related to the payment.

**HelloPay Software** : software created by HelloPay for the operation of the HelloPay System and HelloPay Service.

**HelloPay Service** : a service provided under the Specific Contract, in accordance with the terms and conditions set out therein and in these GTC, whereby the Customer who makes a purchase at a physical point of sale can pay for his/her purchase by a physically present or on a smart device digitally present Card or by touching a HelloPay Card through a POS terminal installed at the Merchant or Event Organiser.

**HelloPay Customer Service** : the HelloPay Customer Service, available by telephone and in writing, for both Customers and Merchants, with the following contact details:

- a) In writing, by post to HelloPay at the following address: 1037 Budapest, Montevideo utca 10.
- b) By e-mail to the following address: [info@hellopay.hu](mailto:info@hellopay.hu)
- c) By telephone, 24 hours a day, 7 days a week, at the following technical customer service number for Merchants: +36 1700-3870.
- d) By telephone, the technical fault reporting customer service telephone number reserved for Merchants present at the Event during the period specified in the Specific Contract, which HelloPay will make available to Merchants prior to the start of the Event.

**Cfa**: Act CCXXXVII of 2013 on Credit Institutions and Financial Undertakings.

**Info Act:** Act CXII of 2011 on the Right to Informational Self-Determination and Freedom of Information.

**Commission :** the commission payable to HelloPay by Merchant as consideration for the HelloPay and WeChat Pay Service, the amount of which is set out in the Specific Contract.

**Cards:** web cards, magnetic stripe and/or chip cards issued by credit institutions.

**Card details :** the Card number, the name on the Card, the expiry date and, for some cards, the CVV2/CVC2/CID 3 or 4-digit verification code.

**Card Data Abuse:** any use of Card Data that violates any provision of the laws applicable to the use of the Card, the agreement between the Card Issuer and the Cardholder, or any provision of the Card Issuer's or the International Card Companies' policies relating to the use of the Card, regardless of who commits it, whether it is committed in tort or whether it constitutes a criminal offence under the laws of any jurisdiction.

**Card Issuer:** the credit institution that undertakes in the contract with the Cardholder to provide the Cardholder with the use of the Card.

**Cardholder:** the natural or legal person to whom the Card Issuer contractually commits to ensure the usability of the Card.

**Merchant:** a company or other business entity or person with or without legal personality that operates the Payment Acceptance Point and accepts the Card or HelloPay Card as a means of payment for the purchase of goods or services, by making the HelloPay System available from the Payment Acceptance Point and concluding a Specific Contract with HelloPay for the service to be provided using the HelloPay System.

**Merchant Identifier :** also known as "Supplier Code", an identifier generated by HelloPay that uniquely and unambiguously identifies each Merchant in the HelloPay Service.

**Merchant Admin Interface :** an interface operated by HelloPay and arranged per Merchant, accessible through a browser program, which can only be accessed by the Merchant authorised to do so in the Specific Contract and which contains details of successfully completed and/or credited transactions. Merchant acknowledges that the information so accessible is for information purposes only.

**Merchant Account :** a record created by HelloPay for a Merchant's Payment Acceptance Point in which HelloPay records the amount received from Transactions made in respect of that Payment Acceptance Point. A Merchant Identifier may have multiple Merchant Accounts associated with it.

**Merchant's HelloPay Software :** the software created by HelloPay and provided to Merchant for the operation of the HelloPay System and HelloPay Service at Merchant.

**Merchant Abuse:** the use of the HelloPay Service by Merchant in a manner that violates or circumvents applicable law, International Card Company rules, the Specific Contract or these GTC.

**Minimum Service Fee:** the minimum fixed fee set by HelloPay in the Specific Contract with respect to the provision of the WeChat Pay Service, which HelloPay will charge Merchant as a minimum for the WeChat Pay Service in the relevant month.

**International card companies** : international companies as defined in these GTC, such as MasterCard, Visa, UnionPay, American Express, JCB.

**OTP Mobil** : OTP Mobil Kft (registration nr. 01-09-174466).

**Payment Bank Account** : the Merchant's payment bank account, as defined in the Specific Contract.

**Hospitality System** : a combination of software and hardware developed and operated by a third-party service provider that integrates with the HelloPay System.

**POS (Point-of-Sale) Terminal** : An electronic card reader terminal provided to the Merchant or Event Organiser by HelloPay, which provides the technical solution for the Cardholder to pay by Card at the time of purchase. **Bank POS terminal** : a POS terminal provided by the Bank on which the HelloPay Card acceptance function is not available. **HelloPay POS terminal** : a POS terminal provided by HelloPay on which the HelloPay Card acceptance function is also available.

**Civil Code** : Act V of 2013 on the Civil Code.

**Event**: an event of limited duration (e.g. festival, concert, etc.), in the context of which HelloPay provides the HelloPay Service under these GTC and the Specific Contract.

**Event Organiser** : The company or other business entity or person, whether or not having legal personality, which acts as the main organiser of the Event and concludes the contract with the Merchants participating in the Event, where applicable, or, as the case may be, operates the Payment Acceptance Point and accepts the Card or HelloPay Card as a means of payment for the purchase of goods or services, by making the HelloPay System available from the Payment Acceptance Point and entering into the Specific Contract with HelloPay for the service to be provided using the HelloPay System. An Event Organiser shall also be deemed to be the Event Organiser to whom the above Event Organiser entrusts the execution of the Specific Contract with HelloPay.

**SZÉP Card** : The Széchenyi Holiday Card, as defined in Section 71 (5) d) of the Personal Income Tax Act, is a payment instrument issued by an authorized institution, that allows employees to purchase services -from authorized and system-integrated providers - using the support transferred by the employer.

**Transaction**: a payment made by the Customer on the HelloPay System - depending on the payment method - by Card, HelloPay Card or, in case of WeChat Pay, by bank transfer, for the purchase of a product or the use of a service. HelloPay Card balance enquiry and online top-up do not constitute a Transaction.

**Customer** : a person who purchases a product or service from the Merchant and pays the purchase price via the HelloPay Service by Card or HelloPay Card, or in case of WeChat Pay by bank transfer.

**Customer Abuse** : the use of the HelloPay Service by Customer in a manner that violates or circumvents applicable law, International Card Company rules, the HelloPay Card GTC or these GTC.

**Refund**: a refund of all or part of the original Transaction to the Cardholder based on a Merchant's Report or in the event of suspected Card Data, Customer or Merchant Abuse. In the case of the HelloPay Service, the Merchant's POS terminal at the Payment Acceptance Point (depending on the settings) allows the full or partial amount of the Transaction to be credited back using the return function if the Cardholder returns the previously purchased goods for any reason or withdraws from the service, and the Merchant refunds the amount of the purchased goods or service.

**Chargeback** : a procedure whereby the Card Issuer debits HelloPay's payment bank account - without its specific consent - with the disputed amount of the Transaction in accordance with the rules of procedure of the relevant International Card Companies in the event of a Customer complaint. HelloPay shall recover the financial loss due to the Chargeback from the Merchant.

**WeChat** : a Tenpay Payment Technologies Co., Ltd.

**WeChat Pay** : a mobile payment and digital wallet service from WeChat that allows users to make mobile payments. By using the WeChat Pay Service, the Merchant can accept, through the use of the Digi Wallet Mobile Application, and the Customer can settle the purchase price of goods and services purchased at the Payment Acceptance Point via WeChat Pay.

**WeChat Pay Service** : the service provided under the Specific Contract, subject to the terms and conditions set out therein and in these GTC, which provides Merchant with the ability to accept payments via WeChat Pay using the Digi Wallet Mobile Application.

**WeChat Pay Transaction** : a WeChat Pay payment made through the Digi Wallet Mobile Application to pay for a product or service purchased from the Merchant.

#### **4. Relationship between the GTC and the Specific Contract**

In the event of a difference between the Specific Contract and these GTC, the provisions of the Specific Contract shall apply between the Parties. If a matter is not covered by the Specific Contract, these GTC shall apply.

These GTC constitute an inseparable Annex 1 to the Specific Contract.

#### **5. Scope and modification of the GTC and the Specific Contract**

HelloPay provides the HelloPay Service to Merchant through the HelloPay System in accordance with these GTC and the terms of the Specific Contract.

HelloPay may unilaterally amend or supplement these GTC at any time at its sole discretion.

HelloPay is entitled to unilaterally modify the GTC to the disadvantage of the Merchant in the following cases:

- a) changes in domestic and foreign financial market conditions,
- b) changes in legislation, official regulations or if the change is justified by a decision of a public authority,
- c) unforeseen material changes in HelloPay's circumstances or external circumstances,
- d) a change in HelloPay's business policy,
- e) changes in the risks associated with the service set out in the Specific Contract and these GTC,
- f) changes to the rules and / or regulations applied by the International Card Companies and / or Bank,
- g) changes to the rules applied by the credit institution operating the Authorisation Centre,
- h) other changes affecting the legal relationship arising from the Specific Contract,
- i) a substantial change in technology.

HelloPay will notify Merchant of its intention to amend these GTC to Merchant's disadvantage at least 8 days prior to the effective date of the amendment. Such notice may be given by HelloPay by e-mail to Merchant, by posting a notice on the HelloPay Website or by other similar means. The amendment shall be deemed accepted by Merchant if Merchant does not notify HelloPay in writing

prior to the effective date of the amendment that it does not accept the amendment. If Merchant informs HelloPay within the above time limit that it does not accept the amendment, the Specific Contract shall automatically terminate between the Parties on the business day prior to the effective date of the amendment. If Merchant does not make a declaration within the above 8-day period, it shall be deemed to have accepted the amendment to the GTC.

#### **6. The form of the Specific Contract, the rules and procedure for electronic contracting, contract modification**

A written amendment to a paper-based Specific Contract can only be made by a written amendment signed by both parties.

If the Specific Contract is concluded electronically between the Parties, it shall be deemed to be a written contract. The conclusion of the Specific Contract electronically can be done by clicking on the "I Accept" button sent via email message by HelloPay for this purpose, or by a simple electronic signature.

The Specific Contract is electronically recorded by HelloPay. The resulting and recorded electronic contract is electronically accessible to Merchant either in an attachment to the e-mail message sent by HelloPay to Merchant or in a downloadable format.

The Merchant may correct any errors, mistakes, typos, errors, omissions in the data provided in the Specific Contract before the conclusion of the electronic contracting process, so that it can correct or modify any data provided at any point of the contracting process before the conclusion of the process.

The Specific Contract is concluded by clicking on the appropriate button at the end of the electronic contracting process, by which act the Specific Contract is concluded between the Parties with the contents of these GTC and the Specific Contract, which shall be effective between the Parties and shall also entail the obligation of payment by the Merchant.

HelloPay will send a confirmation to Merchant of the conclusion of the Specific Contract between the Parties no later than 48 hours after the completion of the electronic contracting process, which confirmation will include the means by which Merchant has electronic access to the electronic version of the Specific Contract recorded by HelloPay.

The Parties are entitled to amend the contract concluded electronically by mutual agreement, both electronically and on paper.

The following changes do not require a formal amendment of the Specific Contract, and shall be communicated by the Parties to the other Party by written or e-mail notification to the other Party:

- a) changes in contact details,
- b) changes to the Merchant's bank account number as specified in the Specific Contract,
- c) changes in the registered office, establishment, branch, company name, company registration details, including in particular, but not limited to, changes in the names or particulars of the directors, tax number,
- d) changes in the methods of payment used by the Merchant, provided that the amount of the Commission does not change.
- e) changes in the Settlement Period, and
- f) changes in the number and type of POS terminals used by the Merchant.

## **7. The e-contracting initiation process**

The Merchant can initiate electronic contracting through HelloPay's customer service or through the HelloPay Website.

As a first step, the Merchant fills in the electronic registration form for electronic contracting, provides the data requested therein, and then ticks the box indicating that he has read and understood the relevant HelloPay privacy policy. All fields of the electronic registration form are mandatory. The contracting process cannot be initiated without providing these information and ticking the data management policy checkbox.

The Merchant then submits the contracting request to HelloPay by clicking on the appropriate button.

After HelloPay receives the registration and the intention to conclude a contract, HelloPay will send an indicative offer to the Merchant at the above e-mail address for the use of the HelloPay Service.

If the Merchant accepts HelloPay's offer, it will confirm it to HelloPay by e-mail or by clicking the appropriate button. Subsequently, HelloPay will send the Merchant an information request form via email, which needs to be filled out with the necessary information for preparing the Specific Contract. The form indicates the mandatory data with a \*, and the contracting process cannot proceed without providing these information. The Merchant then returns the completed information request form to HelloPay via email.

HelloPay 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 based on the accepted offer and the filled-out information request form and send it to the Merchant by e-mail. Merchant shall sign the Specific Contract so received with clicking the appropriate button or with an electronic signature and, if requested by HelloPay, shall simultaneously print, sign and return at least 2 original copies to HelloPay's head office by post or otherwise deliver them to HelloPay.

## **8. General provisions applicable to the HelloPay Service**

The following main services are available in the HelloPay Service, the use of which is agreed between the Parties in the Specific Contract:

- a) Bank card payment at POS terminal
- b) Bank or HelloPay POS terminal rental
- c) HelloPay Card acceptance at HelloPay POS terminal
- d) HelloPay Card top-up, provision of top-up terminal and staffing
- e) Tipping
  - i. Direct Tipping
  - ii. Standard Tipping
  - iii. Over Tipping
- f) Donation
- g) Points system
- h) Payment via WeChat Pay account
- i) Marketing service.
- j) Hospitality System
- k) QuickR System support

The HelloPay Service allows payment and settlement in HUF. An exception to this is the payment via WeChat Pay account, where payment and settlement in EUR is possible.

The HelloPay Service is ordered by the Merchant in the Specific Contract.



The Merchant may use the HelloPay Service at the Payment Acceptance Points specified in the Specific Contract.

HelloPay provides and operates the HelloPay System for all HelloPay Services, provides the opportunity for the POS terminals at the Payment Acceptance Points and the Top-up Points to connect to the HelloPay System (if the wired or wireless internet connection and service or SIM card necessary for the operation of the data communication network is provided by the Merchant), provides the IT backbone for the HelloPay System, provides the logistics for certain Merchants in relation to the ordered elements of the HelloPay System and provides customer service to Merchants.

### **8.1. Bank card payment at POS terminal**

The HelloPay Service accepts Visa, Electron, MasterCard, Maestro, JCB, UnionPay, American Express bank cards and HelloPay in cooperation with the Bank offers DCC service. The HelloPay Service does not offer a mobile top-up service, nor mail order / telephone order transactions (MO/TO). In the Bank card payment POS terminal service, return of goods and SZÉP Card acceptance services are also available.

Payment by bank card is possible via Bank and HelloPay POS terminals.

HelloPay in cooperation with the Bank also offers a DCC (Dynamic Currency Conversion) service for Merchants, whereby the Customer can view and pay the total amount of the POS terminal payment made with a foreign bank card in their own currency at the POS terminal.

#### **Provisions for accepting the SZÉP Card**

Regarding the acceptance of the SZÉP Card, HelloPay only provides the POS terminal suitable for accepting SZÉP Cards to the Merchant, the Merchant is required to conclude a contract for accepting the SZÉP Card with the respective SZÉP Card issuing service provider. In the absence of such a contract, HelloPay cannot ensure the acceptance of SZÉP Cards on the POS terminals.

HelloPay is not a contracting party in relation to the contract between the Merchant and the SZÉP Card issuing service provider regarding the acceptance of the SZÉP Card. HelloPay is not responsible for the performance or non-performance, or defective performance of this SZÉP Card acceptance contract by the SZÉP Card issuing service provider. The Merchant can directly enforce any claims arising from this against the SZÉP Card issuing service provider.

The transactions conducted with the SZÉP Card on the POS terminal provided by HelloPay, and their amounts, are settled directly between the SZÉP Card service provider and the Merchant. HelloPay does not handle these funds and does not come into possession of them.

The POS terminals provided by HelloPay are capable of accepting SZÉP Cards issued by market participants. The process for accepting these cards is determined by the SZÉP Card issuing institution.

### **8.2. POS terminal rental**

HelloPay provides the following types of POS terminals:

- a) Bank POS terminal;
- b) HelloPay POS terminal.

The Parties shall state in the Specific Contract in case of a Permanent Establishment and in case of an Event in the worksheets related to the Specific Contract, which type and how many POS terminals and accessories the Merchant/Event Organiser is renting at which Payment Acceptance Point.

HelloPay Card acceptance is only available at the HelloPay POS terminal provided by HelloPay.

HelloPay makes the POS terminal capable of accepting the types of transactions required by international card issuers.

HelloPay undertakes to ensure that, if it enters into a Specific Contract with the Merchant to this effect, the Merchant will store the Merchant's copy of the Transaction receipts of the POS terminals in electronic form for the required retention period.

The POS terminal is provided by HelloPay to the Merchant or Event Organiser. The Merchant or Event Organiser may pick up the POS terminals at the place and time specified in the Specific Contract. Neither the Event Organiser nor the Merchant shall acquire any ownership rights to the POS terminals provided by HelloPay.

Merchant and Event Organiser shall be responsible for returning to HelloPay the POS terminals placed at its premises in an undamaged and complete number of units and in undamaged condition upon termination of the Specific Contract, as specified in the Specific Contract.

Otherwise, the POS terminals can be returned at HelloPay's office at 1037 Budapest, Montevideo utca 10.

Merchant and Event Organiser shall be liable to pay compensation if the POS terminal is returned to HelloPay in a damaged or irreparable condition, and if the number of returned POS terminals is found to be insufficient for reasons attributable to Merchant and Event Organiser. The maximum amount of compensation per POS terminal shall not exceed HUF 250,000.00 or the value of this amount converted into euro at the OTP Bank Nyrt. EUR-HUF selling rate valid at the time of the damage, depending on the extent of the actual damage and in accordance with Annex 1.

HelloPay shall be entitled to settle with the Merchant and the Event Organiser by deducting any claim for compensation directly from its turnover, after having informed the Merchant and the Event Organiser in writing in advance, stating the exact reason and amount of the claim for compensation.

HelloPay undertakes the following in connection with POS terminals (POS terminal installation):

- a) the purchase of a POS terminal,
- b) delivery of the POS terminal and making it available to the Merchant,
- c) in certain cases, if so agreed by the Parties in the Specific Contract, the installation of the POS terminal at the installation location at the Payment Acceptance Points specified in the Specific Contract.

It is the Merchant's obligation to obtain the necessary official permits for the installation of the POS terminal (for the performance of the commercial activity) and to ensure other conditions necessary for the installation of the POS terminal.

HelloPay shall start the installation of the POS terminal immediately after signing the Specific Contract, shall complete it within the shortest technically reasonable period of time, and shall notify the Merchant of the installation of the POS terminal.

The Merchant undertakes to install the telecommunication line and the cabling necessary for the operation of the POS terminal at its own expense.

If the POS terminal is faulty, broken or does not work as intended, the Merchant is obliged to report the fault to HelloPay's customer service immediately. HelloPay will investigate the fault and take the following measures:

- a) correct the error with remote instructions if the nature of the error allows it;
- b) correct the POS terminal's fault on the spot if the nature of the fault allows it;
- c) replace the POS terminal with another currently available POS terminal that is in working order if the POS terminal cannot be repaired either remotely or on site.

The Merchant shall also notify HelloPay Customer Service if he/she wishes to change his/her POS terminal to another type of POS terminal.

The Merchant can also request new POS terminals for his existing Payment Acceptance Points or new Payment Acceptance Points in addition to his existing POS terminals at HelloPay's customer service.

The Merchant pays HelloPay a System Usage Fee for the POS terminals installed and, on a case-by-case basis, for other telecommunication devices.

The Merchant is entitled to:

- a) use the POS terminal and request the necessary information from HelloPay.
- b) exercise other rights related to the POS terminal rental.

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 HelloPay. The Bank Card Acceptance Manual is continuously available free of charge on the Bank's website: [https://www.otpbank.hu/static/portal/sw/file/Bankkartya\\_Elfogadoi\\_Kezik\\_Kartyaelfogadas\\_20240606.pdf](https://www.otpbank.hu/static/portal/sw/file/Bankkartya_Elfogadoi_Kezik_Kartyaelfogadas_20240606.pdf). The POS User Manual, based on the type of Bank POS terminal used by the Merchant, is continuously and free of charge available on the Bank's website under the 'POS Terminal User Manuals' tab: <https://www.otpbank.hu/portal/hu/Bn87f3hcQBakTKOXeU4lwQ.html>. 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 POS terminal(s) placed by HelloPay are not made available to the Merchant upon written request of HelloPay.
- b) pay the fees set out in the Specific Contract for the use of the POS terminal.
- c) bear the costs incurred in connection with the proper operation of the POS terminal and not covered elsewhere, in particular the cost of electricity and paper ribbon (thermal paper).
- d) make the POS terminal available for repair, to the employees of subcontractors authorised by HelloPay, and - with the prior consent of HelloPay - to allow the POS terminal to be modified or upgraded for development purposes.
- e) in case of relocation of the POS terminal, request HelloPay's written consent.
- f) in the event of termination of the POS terminal rental, return the POS terminal to HelloPay 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, HelloPay shall, on the one hand, request in writing the immediate return of the POS terminal and, on the other hand, after the 30th day following the termination of the POS terminal rental, carry out the necessary repairs or replacement of the POS terminal that cannot be repaired and issue a financial notice to the

Merchant as compensation for the costs. The Merchant shall pay the amount of compensation by transfer within eight (8) working days following receipt of the invoice.

- g) fulfil other obligations related to the POS terminal rental.
- h) ensure that POS terminals are in perfect working order and are not damaged.
- i) pick up and drop off the prepared POS terminals at the place and time set out in the Specific Contract.
- j) provide wired or wireless internet connection and services necessary for the stable operation of POS terminals, depending on the type of device, and for the operation of the data communication network. If the provision of internet necessary for the operation of POS terminals is not possible or the Merchant does not provide it, HelloPay will provide a SIM card based on the type of device insured for POS terminals. In this case, Merchant acknowledges that HelloPay shall not be liable for the operation and performance of the SIM cards, regardless of the service provider.
- k) The Merchant is entitled to use the POS terminal only in accordance with the documentation accompanying it.
- l) The Merchant is obliged to swipe the Cards marked for swiping by the POS terminal and to send them to HelloPay with a report.
- m) For the security of Card transactions, the Merchant undertakes that if the POS terminal rejects the Transaction for reasons other than a technical, communication error and a "declined" response message is displayed, it will not attempt to swipe the Card any more than once. Repeated attempts following a rejection will be considered by HelloPay as a breach of contract.
- n) The Merchant must notify HelloPay in advance of any changes to the hardware or software of its owned or rented equipment that are connected to the POS terminal.
- o) In the case of cash register connection, the Merchant agrees to order the necessary developments from the cash register operator and HelloPay to implement the connection. The Merchant is obliged to ensure the communication channel between the cash register operator and HelloPay during the connection. The Merchant agrees to inform the cash register operator and HelloPay of any changes that affect the connection of the devices and to ensure the conditions necessary for the implementation of the changes and to order any necessary developments. Merchant shall ensure that, in the event of a complaint or a request by HelloPay, the cash register operator provides HelloPay within 2 business days with the communication log file continuously generated by the cash register for the period indicated by HelloPay.
- p) The Merchant undertakes to notify HelloPay immediately in case of any change of the contact persons and other personal data (contact telephone number, e-mail address) indicated in the Specific Contract. Furthermore, the Merchant undertakes to inform the contact persons indicated in the Specific Contract that their personal data (name and contact telephone number and e-mail address) will be provided to HelloPay for contact purposes.
- q) The Merchant is responsible for (i) the receipt of the paper receipt printed by the POS terminal or cash register containing the Card Transaction data, if requested by the Cardholder, and, if required by the rules for the execution of the Transaction, signed by the Cardholder; (ii) the receipt of the goods/use of the services paid for by the Card by the Cardholder; (iii) the accuracy of the data on the receipt issued by the POS terminal.
- r) The Merchant is obliged to keep the paper slip of the Card Payment or the electronically stored slip of the Merchant and all documents related to the Transaction or the order, proving the receipt of the payment, for a period of 18 months, or 36 months in case of JCB cards, and to make them available upon written request of HelloPay until the expiry of the period set by HelloPay. Merchants must make a legible copy or electronic copy of all documents related to the transactions seized by the police or other official authorities and handed over to them and make them available upon HelloPay's request. The liability and financial loss resulting from the failure to comply with this paragraph shall be borne by the Merchant.

- s) The Merchant is obliged to attach the receipt printed by the POS terminal to the claim submitted to HelloPay, if the merchant's copies of the POS terminal transaction receipts are not stored electronically by HelloPay for the current mandatory retention period.
- t) The Merchant is only entitled to request a PIN from the Customer for Card payments above the Transaction amount limit as defined by law and when the POS terminal requests it. The Merchant shall be liable for all damages resulting from the request for a PIN code in other cases, and HelloPay excludes its liability.
- u) HelloPay will provide the Merchant with the Bank Card Acceptance Manual free of charge after the conclusion of the Specific Contract for the HelloPay Service. Merchant shall comply with the terms and conditions set forth in the Bank Card Acceptance Manual. If the Merchant breaches or fails to comply with the Bank Card Acceptance Manual, this shall be considered a breach of contract and HelloPay shall be entitled to terminate the Specific Contract with immediate effect.
- v) The Merchant is not entitled to refund cash to the Customer in the case of a Card payment made at a POS terminal. If the Merchant nevertheless refunds the amount of the Transaction to the Customer in cash, the Merchant must have a document signed by the Customer Cardholder stating that the cash has been received. Proof of any reimbursement by wire transfer must also be provided. The Merchant acknowledges that the Cardholder may also initiate a claim with the issuing bank of his Card in case of cash/transfer reimbursement and that the burden of proof in such cases shall be on the Merchant.
- w) HelloPay will only perform repairs on the original POS terminal provided to the Merchant, if the Merchant makes any modifications to the POS terminal, HelloPay will cease to perform repairs on the POS terminal, will not undertake repairs, and will not be responsible for any faults that occur in such modified POS terminals or for any damages caused by the modified POS terminal to the Merchant's data, other equipment, or software.

HelloPay is entitled to:

- a) cancel the POS terminal rental if unforeseen circumstances arise during the installation of the POS terminal.
- b) Without prior notice and without disturbing the Merchant, to check the condition of the POS terminal at a pre-arranged time and without prior notice, to check its proper use.
- c) Withdraw written consent to the relocation or modification of the POS terminal without giving reasons in writing.
- d) Replacement of the existing POS terminal with a same type of POS terminal, or replacement of the existing type of POS terminal with a different type of POS terminal.
- e) Exercise other rights related to the POS terminal pass.

HelloPay is obliged to:

- a) provide Merchant with the information necessary for the proper use of the POS terminal.
- b) fulfil other obligations related to the POS terminal rental.

If the Merchant does not pay the outstanding debts related to the POS terminal rental, HelloPay will send a written demand for payment to the Merchant's postal address, who will be obliged to pay the debts within eight (8) business days after receipt of the demand.

Merchant may subrent or otherwise use the POS terminal only with HelloPay's prior written consent. HelloPay shall be entitled to revoke such consent at any time, in writing, without giving any reason.

In the case of a Permanent Establishment, the Specific Contract, in the case of an Event, the worksheet contains the type and number of POS terminals belonging to the given Payment Acceptance Point. A POS terminal can only belong to one Payment Acceptance Point.

The Merchant may later request additional POS terminals for the given Payment Acceptance Point either in person or in writing to HelloPay Customer Service. Requesting additional POS terminals for an existing Payment Acceptance Point does not require a formal amendment to the Specific Contract. If, however, the Merchant wishes to use HelloPay Services at a new Payment Acceptance Point, it is possible to do so by amending the Specific Contract, in which case the Merchant will notify HelloPay of its intention to amend the contract and HelloPay will prepare the necessary contract amendment.

The Merchant may only use the POS terminal assigned to its Payment Acceptance Point specified in the Specific Contract at the Payment Acceptance Point assigned to it in the Specific Contract and may not use the POS terminal at any other Payment Acceptance Point. If the Merchant wishes to permanently transfer the POS terminal associated with one Payment Acceptance Point to another Payment Acceptance Point, he can notify HelloPay Customer Service of his request and HelloPay will record the change in a worksheet.

The software on the POS terminals will be updated by HelloPay at its sole discretion, but HelloPay is under no obligation to do so.

The Merchant can only use the HelloPay Service with the Bank or HelloPay POS terminal used by HelloPay.

The use of the HelloPay Service does not replace the proper use of the cash register as required by law. Merchant and Event Organiser are obliged to comply with their obligation to submit invoices and receipts in accordance with the legal requirements, HelloPay shall not be liable for any damages caused by non-compliance with these rules.

HelloPay will also provide the Merchant with thermal paper for the POS terminal upon request for an additional fee.

### **8.3. HelloPay Card acceptance at HelloPay POS terminal**

The Parties may agree in the Specific Contract that HelloPay will provide the Merchant/Event Organiser with HelloPay Cards and provide payment with them at the HelloPay POS terminal.

HelloPay Card provision can be ordered together with the other elements of the HelloPay Service and separately. It is also possible for the Merchant/Event Organiser to order the HelloPay Card acceptance service only, without the Bank card payment at POS terminal service.

HelloPay Card acceptance is only possible at HelloPay POS terminals, the Merchant/Event Organiser can use the HelloPay Card acceptance service together with HelloPay POS terminal rental.

The HelloPay Card is designed to allow Event visitors to use vouchers instead of cash to make purchases at the Event venue during the Event.

The voucher is embodied in a plastic card using RFID technology. A central voucher management system records and manages the balance of HelloPay Cards. The HelloPay Card does not store any personal data about its holder.

The balance of HelloPay Cards must not exceed the legal limit to prevent money laundering.

The Parties shall stipulate in the Specific Contract the maximum value of the pre-loaded HelloPay Cards provided by HelloPay at the Event.

The deposit fee for HelloPay Cards and the balance loaded to HelloPay Cards are paid in full to HelloPay. Due to the operating model of the HelloPay System, there is no "residual", the balance on the HelloPay Cards can be carried forward and used within the places and timeframe set out in the HelloPay Card GTC.

HelloPay Cards are issued by HelloPay. HelloPay regulates the scope of use, conditions and expiry of HelloPay Cards individually, which rules are set out in the HelloPay Card General Terms and Conditions (HelloPay Card GTC) used by HelloPay for its contract with Cardholders, available on the HelloPay Website [www.hellopay.hu](http://www.hellopay.hu).

The HelloPay Card GTC applies to these GTC.

The HelloPay Card acceptance service is also available at a Payment Acceptance Point at a Permanent Establishment and at an Event.

HelloPay will settle the amount of the Transactions made with the HelloPay Card according to the general rules in case of a Permanent Establishment with the Merchant, while in case of an Event, HelloPay will settle the amount in cash or by bank transfer as agreed with the Event Organiser/Merchant in the Specific Contract, HelloPay will pay the amount of HelloPay Card Purchase Transactions in cash and will pay the amount of purchase Transactions made through a bank card POS terminal by bank transfer.

#### **8.4. HelloPay Card top-up, provision of top-up terminal and staffing**

The Parties may agree in the Specific Contract that HelloPay will provide the Merchant with HelloPay Card top-up services, a top-up terminal and associated staff.

The HelloPay Card can only be topped-up with cash at the top-up terminals, no bank card top-ups are possible. An exception to this is if the Event Organiser / Merchant does not order the Bank card payment at the POS terminal and only HelloPay Card payment is possible; in this case the HelloPay Card can be topped-up by Bank card at the top-up terminal.

For HelloPay Card top-ups, the Merchant/Event Organiser may order the following services at their option:

##### **a) HelloPay will top-up HelloPay Cards by providing a top-up terminal and staff**

In this case, HelloPay will also provide the number of staff specified in the Specific Contract for this purpose for the period jointly agreed with the Event Organiser/Merchant. The Merchant shall also in this case provide HelloPay staff with a fenced-off area, a lockable room or building, air conditioning/heating in the case of containers, depending on the season, in a size agreed between the Parties, the provision of top-up terminals and training for the Merchant/Event Organiser's staff.

##### **b) Merchant/Event Organiser will top-up HelloPay Cards, for which HelloPay will provide only a top-up terminal and HelloPay Cards to the Merchant/Event Organiser.**

In this case, HelloPay does not provide staff or cash logistics. The Merchant/Event Organiser is responsible for operating the top-up point, selling HelloPay Cards on-site, and topping up balances, as well as providing information related to balance top-ups to Customers who obtain HelloPay Cards, based on the training provided by HelloPay and the HelloPay Card GTC. The Merchant/Event Organiser confirms the use of the training provided by HelloPay by completing a training form (protocol). In the case of selling HelloPay Cards, the

Merchant/Event Organiser issues a receipt to the Customer for the card usage fee in accordance with the HelloPay GTC.

The Merchant/Event Organiser shall ensure the following when ordering a HelloPay Card top-up:

- a) the construction of the top-up points, the provision of the necessary container or wooden hut or other installation according to the weather conditions, depending on the season, and the provision of the equipment agreed in advance (chairs, table, air conditioning, etc.);
- b) cleaning of containers, sheds and installations provided for the top-up point;
- c) decorating and branding the top-up points, in case it differs from HelloPay's own decoration or branding;
- d) providing drinking water for HelloPay staff;
- e) providing base for HelloPay staff in a fenced area, with a lockable room or building, air conditioning/heating in case of a container, depending on the season, in a size agreed by the Parties, for the provision of top-up terminals and training of Merchant/Event Organiser staff, and for work.
- f) ensuring adequate security protection of the top-up points and cash deliveries by security staff.

## **8.5. Tipping**

### **Common provisions for all Tipping**

The Event Organiser and the Merchant are obliged to inform the Customers through their employees about the functioning of the HelloPay System's Tipping function and to create the possibility for the Customer to decide freely and without any influence on the amount of the Tip. The Event Organiser and the Merchant shall require its employees to fully inform the Customers about the method of tipping orally or through information materials provided to the Customers prior to payment. The Event Organiser and the Merchant shall not accept tips from Customers who are visibly incapable of making an independent decision and who are drunk or intoxicated (and shall therefore be obliged to set the Tip at 0%).

In the case of an Event, after the Event, in the case of a Permanent Establishment, after the date specified in the Specific Contract, the total amount of the Tips paid by the Customers through the HelloPay POS terminal as described above will be transferred separately to the Event Organiser or the Merchant, from which HelloPay will invoice the Service Fee specified in the Specific Contract to the Event Organiser or the Merchant as a fee for the use of the Tipping System (**Tip handling fee**). The Parties shall settle the fees set forth in the Specific Contract no later than the Event within the time period set forth in the Specific Contract. HelloPay shall be entitled to invoice the Tip handling fee at the same time as the relevant statement is sent and deduct it from the total value of the Card Transaction processed at the POS terminal at the Event at the time of settlement.

#### **8.5.1. Direct Tipping**

In the case of Direct Tipping, the Customer can select a tip amount between 0 and 20%, or specify a specific amount exceeding 20%, using the slider on the POS terminal or the connected customer monitor/end display before payment. The Tip will be shared between the Merchant and Merchant's employees in the proportion specified in the Specific Contract. Direct Tipping is only available for Permanent Establishments. In the case of Direct Tipping, HelloPay will pay the paid Tip to the Merchant and the Merchant's specified employees in the proportion determined by the Merchant in the Specific Contract. The Merchant shall declare this in the Specific Contract.

In the case of Direct Tipping, the Merchant's employee logs in at the HelloPay POS terminal with the code associated with his/her profile, or assigns their own HelloPay-provided identification code to their profile in the Hospitality System integrated with the HelloPay System before starting the Card



payment at the POS terminal, and the Card payment is registered by the HelloPay System to this Merchant employee. The Merchant's employees will receive their respective Tips in proportion to the amount of the Transactions registered under their profile. If the Merchant or the Merchant's employee fails to log in or to provide the identification code in the Hospitality System, the tip will be considered a Standard tip and will be fully transferred to the Merchant.

#### **8.5.2. Standard Tipping**

In the case of Standard Tipping, the Customer can select a Tipping rate between 0 and 20% or set a customized value using the slider on the POS terminal or the connected customer monitor/end display before payment. The Tip is due to the Merchant as defined in the Specific Contract and HelloPay will pay the full amount of the Tip to the Merchant. In the case of a Standard Tip, the Merchant may also use the Donation feature under the conditions set out in the Specific Contract. Standard Tipping is also available for Permanent Establishments and Events.

#### **8.5.3. Over Tipping**

In the case of Over Tipping, the Customer can select a tip rate between 0 and 20%, starting from zero, or a unique value, using the slider on the POS terminal or the connected customer monitor/end display before payment. In the absence of a combination with Standard Tipping or Direct Tipping, the Merchant will be entitled to the Tip as defined in the Specific Contract. In case of Over Tipping, the Donation function is not available. Over Tipping is only available for Permanent Establishments. Since the Merchant allows Over Tipping in addition to the service charge, the Merchant must expressly and clearly inform the Customer prior to the Tip that a service charge will be applied to the consumption and that the Tip may be given in addition to this service charge. Over Tipping may be combined with either Standard Tipping or Direct Tipping as detailed above, in which case the rules applicable to both schemes used shall apply *mutatis mutandis*.

#### **8.6. Donation**

In the case of a Donation, the Customer can select the amount of the Donation between 0 and 20% of the purchase amount or may also specify a custom value, in addition to the amount of the purchase, using the slider on the POS terminal or the customer monitor/end display connected to it before payment. The Donation feature is available on any POS terminal if the Merchant or Event Organiser uses the Standard Tipping feature.

In the case of the use of the Tipping Service in addition to the Donation Service, the Parties shall determine in the Specific Contract what percentage of the Tip shall be considered a Donation.

In the case of a Donation totem, the Customer can select the amount of the donation by using the slider or tiles displayed on the POS terminal or on the customer monitor/end display connected to it.

#### **8.7. Points system**

HelloPay provides a point registration service to Merchants for the HelloPay Card service in respect of points issued by Merchants and/or Event Organisers accepting the HelloPay Card to Customers making purchases from them under their own terms and conditions, which points are accepted by such Merchants and/or Event Organisers and redeemable for products and services available from them. The conditions for issuing and redeeming points shall be determined by the Merchant and/or Event Organiser.

If points are issued automatically, for purchases made with a HelloPay Card, the amount of points specified by the Merchant and/or Event Organiser will be credited to the Customer's HelloPay Card after the amount and transaction type specified by the Merchant and/or Event Organiser.

Furthermore, the Merchant may restrict the automatic point issuance so that it is only available for HelloPay Cards registered on the HelloPay Website.

If HelloPay also handles point balances under the Specific Contract, the amount of points determined by the Merchant and/or Event Organiser will be credited to the Customer's HelloPay Card regardless of the HelloPay Card purchases, provided the conditions set by the Merchant and/or Event Organiser are met.

If HelloPay also provides the Merchant with Coupon System operation under the Specific Contract, the amount of coupons specified by the Merchant and/or Event Organiser will be credited to the Customer's HelloPay Card regardless of the HelloPay Card purchases, provided the conditions specified by the Merchant and/or Event Organiser are met.

The points and voucher system can be used at the same time. The points and/or coupons may be redeemed by the Customer at the Payment Acceptance Points specified by the Merchant and/or Event Organiser for the products and/or services specified by the Merchant and/or Event Organiser.

The operation of the points system (e.g. the conditions of collecting, earning, redeeming, using points and/or coupons, etc.) is always determined by the Merchant and/or the Event Organiser, HelloPay only provides the technical background necessary for the operation of the points and coupon system. HelloPay shall not be liable for any disputes between the Customer and the Merchant and/or the Event Organiser related to the operation of the Points and Coupon System.

## **8.8. Marketing service**

### **8.8.1. In case of Permanent Establishments**

Merchant may provide communications to promote the International Card Company brand and cashless payment options at Merchant-operated business locations that are fully or partially cashless by HelloPay, without infringing Merchant's business interests. In this context, Merchant shall display the advertising materials and devices provided by HelloPay in a prominent place, use them continuously, and inform visitors to the business unit about the Card and HelloPay Card payment options.

HelloPay shall pay Merchant the fee set out in the Specific Contract as consideration for the marketing activity, which fee shall be determined by the Parties based on the amount of the purchase Transactions through the POS terminals. HelloPay shall pay the fee by bank transfer in arrears until the date specified in the Specific Contract, and in the case of marketing activities undertaken for an indefinite period, monthly thereafter, against an invoice issued by Merchant for the marketing service with a 15-day payment deadline.

HelloPay and Merchant mutually recognize each other's goodwill during the marketing activities and undertake to mutually promote each other's goodwill and refrain from any conduct that may be detrimental to the other party's interests.

### **8.8.2. In case of events**

The Event Organiser is entitled to a marketing fee from HelloPay for providing the venue and marketing and advertising opportunities for HelloPay, for which the Event Organiser is obliged to issue an invoice to HelloPay upon settlement of the Event, which HelloPay is obliged to transfer to HelloPay within 30 days against the invoice issued.

The Event Organiser's marketing activities will be assessed to the extent that the Event Organiser's making available, displaying and using HelloPay's innovative service to the public through the

Merchants actually increases the confidence in HelloPay's innovative service, positive public awareness. The obvious measure of this public trust is the aggregated net sales of Merchants through the innovative solution deployed by the Event Organiser.

The marketing fee payable to the Event Organiser shall be determined by the Parties in the Specific Contract. HelloPay shall pay the marketing service fee in arrears by bank transfer against Merchant's invoice for the marketing service, issued with a 30-day payment term.

#### **8.9. Hospitality Systems**

In the case of events, the Merchant subject to the Specific Contract concluded directly with HelloPay may also use the Hospitality Systems provided by HelloPay's third-party partners, with whom the integration of the HelloPay System has been established. HelloPay publishes the current list of these Hospitality Systems in the Announcement. The third-party partners operating the Hospitality Systems are not parties to the Specific Contract, and the Merchant pays the fee for the Hospitality Systems to HelloPay as specified in the Specific Contract.

In case of Permanent Establishments, the Merchant concludes the contract for the Hospitality System with the third-party company operating the Hospitality System. HelloPay is not a party to this contract. HelloPay publishes the list of Hospitality System and the companies operating them, with which the integration of the HelloPay System has been established, in the Announcement. Upon request, HelloPay provides assistance to the Merchant in the implementation of the Hospitality System and in concluding the contract for the Hospitality System.

#### **8.10. QuickR System support**

In connection with the solution ("QuickR System") provided by QuickR Kft., which can be linked to the Hospitality and reusable cup system, offers pre- or post-payment options, can be used as a digital menu or shopping interface, and allows QR code identification assigned to a unique sales or consumption point, HelloPay provides support services based on a tripartite agreement between QuickR Kft., HelloPay, and the Merchant and/or Event Organiser, as specified in the tripartite agreement. The Merchant and/or Event Organiser is obliged to pay the support fee to HelloPay as specified in the tripartite agreement.

HelloPay provides support services related to the delivery, installation, and replacement of QR codes placed at the Merchant's location, as well as any individually specified hardware elements (e.g., tablets) placed at the Merchant's location. This support service is limited to the telephone customer service (helpdesk) provided directly to the Merchant. The service provided by HelloPay does not extend to the support of the QuickR service, the QuickR System, any IT system components or software, or to answering financial, accounting, etc. questions arising in connection with the use of the QuickR service. The service provided by HelloPay does not extend to troubleshooting directly for the Merchant's customers or guests.

#### **8.11. Payment via WeChat pay account**

##### **8.11.1. Subject of the WeChat Pay Service**

HelloPay provides the WeChat Pay Service to Merchants engaged in the physical sale of goods or provision of services under the terms and conditions set forth in the Specific Contract and these GTC.

The WeChat Pay Service enables Merchant to use WeChat Pay as a payment method, accept WeChat Pay payments.

By entering into the Specific Contract, the Merchant entrusts HelloPay with the processing of WeChat Pay Transactions between Customers and Merchants, whereby HelloPay will provide:

- a) the transmission of WeChat Pay Transactions to the Authorisation Centre for authorisation and settlement by WeChat,
- b) settlement of the amount of WeChat Transactions settled to HelloPay to the Merchant in accordance with these GTC.

HelloPay also undertakes, as part of the WeChat Pay Service, to:

- a) operate a central IT system that manages WeChat Pay Transactions and Merchant data;
- b) create a Merchant Profile, which enables WeChat to accept WeChat Pay Transactions at the Merchant's Payment Acceptance Point;
- c) provide the right to use the Digi Wallet Mobile Application in accordance with these GTC in order to enable the Merchant to accept WeChat Pay Transactions;
- d) operate the HelloPay Customer Service, which the Merchant can use free of charge to request information, assistance and support, to ask questions about the WeChat Pay Service and WeChat Pay Transactions, to report any error or problem with WeChat Pay payments and the Digi Wallet Mobile Application, and to make any report that is specified in these GTC as either a right or an obligation of the Merchant.

The scope of WeChat Pay Transactions is limited to purchases. WeChat Pay Transaction type is not available under the WeChat Pay Service. The restriction on the type of WeChat Pay Transaction in this clause is expressly accepted by Merchant by signing the Specific Contract. HelloPay reserves the right to unilaterally define and expand the range of WeChat Pay Transactions available under the WeChat Pay Service.

The Merchant may use the WeChat Pay Service at the Payment Acceptance Point indicated in the Specific Contract. If Merchant wishes to use the WeChat Pay Service at a different Payment Acceptance Point, Merchant must notify HelloPay electronically for approval at least 8 (eight) days in advance of the change of Payment Acceptance Point. The WeChat Pay Service may only be used in a new Payment Acceptance Point if approved by HelloPay within thirty (30) days of the date of notification. HelloPay may refuse to use the WeChat Pay Service at a new Payment Acceptance Point only in objectively justifiable cases, in which case HelloPay shall be entitled to terminate the Specific Contract with immediate effect. The provisions of this clause shall apply to the expansion of the number of Payment Acceptance Points included in the WeChat Pay Service by Merchant, except that in the event of HelloPay's refusal to approve the expansion of the WeChat Pay Service to additional Payment Acceptance Points, the Specific Contract shall not be terminated with immediate effect, and the Specific Contract shall remain in effect with respect to the already approved Payment Acceptance Points; the Merchant shall not be entitled to terminate the Specific Contract with immediate effect in the event of a refusal to approve additional Payment Acceptance Points. If Merchant wishes to narrow the scope of Payment Acceptance Points, notice of such narrowing must be received by HelloPay at least thirty (30) days prior to the planned withdrawal of the existing Payment Acceptance Point from WeChat Pay; otherwise, no amendment to the Specific Contract or express prior approval by HelloPay is required to narrow the scope of Payment Acceptances.

The WeChat Pay Service may be used by the Merchant for the payment by the Customer of the consideration payable for the sale of goods and/or services within the scope of the activity specified in the Specific Contract. If the Merchant plans to make any changes in the activity performed, notified at the time of conclusion of the contract and indicated in the Specific Contract, the Merchant shall notify HelloPay of such planned changes electronically no later than 45 (forty-five) days prior to the change. The WeChat Pay Service may only be used for the activity to be changed if it has been approved by HelloPay within 30 (thirty) days after the notification. In the event of a change of activity, HelloPay may refuse to continue providing the WeChat Pay Service only in

objectively justifiable cases, in which case HelloPay shall be entitled to terminate the Specific Contract with immediate effect.

The Merchant expressly warrants that it has the necessary (official) authorisations to carry out the activities and to sell the goods and/or services specified in the Specific Contract, that it will carry out the activities in accordance with the applicable regulations, that it will do so lawfully and will continue to do so in accordance with the applicable legislation in force at all times during the term of the Specific Contract, and that its activities will not violate or infringe any law, legitimate interest or international treaty or convention. Merchant agrees that it does not and will not sell any products or services on the Payment Acceptance Point that may damage HelloPay's reputation or that may violate WeChat or Bank rules or the sale of which is prohibited by law.

Merchant warrants that the information provided in the Specific Contract and during the customer onboarding process is true and correct. Merchant acknowledges that HelloPay has the right to verify the accuracy of the data provided at any time and at all times during the term of the Specific Contract.

By entering into the Specific Contract, Merchant agrees to appear on the map (POI) in the miniProgramme as a WeChat Pay location.

After the conclusion of the Specific Contract, HelloPay will provide the Merchant with the logos and emblems indicating the acceptance of WeChat Pay. Merchant is obliged to draw attention to the acceptance of WeChat Pay in a clearly visible manner at all times during the term of the Specific Contract - unless otherwise notified or requested by HelloPay - by means of logos, emblems and advertising media provided by HelloPay at the Payment Acceptance Point, and to place the WeChat or WeChat Pay logos and emblems on the entrance door of the Payment Acceptance Point or at the cash desk in a conspicuous manner, if the effective legislations in relation to urban planning allow it. Merchant acknowledges that WeChat and WeChat Pay's name, logo, emblem and other images and text associated with WeChat are protected as trademarks, and WeChat is the exclusive owner of all rights associated with such trademarks. Subject to the foregoing, Merchant acknowledges that the emblems and logo, the WeChat and WeChat Pay names and other trademarks associated with WeChat provided to Merchant may only be used by the Payment Acceptance Point during the term of the Specific Contract, within the scope of this clause and exclusively by the Payment Acceptance Point, and any further use in violation of this scope shall constitute an infringement and a material breach of the Specific Contract, which shall be subject to legal consequences.

During the term of the Specific Contract, the Merchant shall enable payment by WeChat Pay to Customers without discrimination and provide the necessary material and technical conditions for this purpose and use the Digi Wallet Mobile Application accordingly.

HelloPay agrees to assist Merchant, upon Merchant's request, in the preparation of communications and marketing materials related to WeChat Pay, provided that the Merchant accepts the individual price offer related to this.

HelloPay is not responsible for the continuous and error-free operation of the WeChat Pay Service.

HelloPay provides the possibility to report errors related to the WeChat Pay Service through HelloPay Customer Service, with the understanding that HelloPay is available for reporting errors only on business days (Hungarian time) between 9 am and 5 pm. For the purposes of this clause and the following clause, an error relating to the WeChat Pay Service shall be deemed to be an error that occurs during or in connection with the use of the Digi Wallet Mobile Application.

HelloPay classifies the reported errors and based on the error classification level, undertakes to forward them to GateHub and/or any third party used by it to operate the Digi Wallet Mobile

Application within the following time limits, taking into account the availability period under the previous point (i.e. the following time limits for the forwarding of error reports do not include the time outside the availability period):

- a) In case of a critical error (WeChat Pay Transactions cannot be initiated or approved): 2 (two) hours after the error is reported,
- b) For non-critical errors (any other WeChat Pay Service-related error that is not a critical error as defined in point a): 2 (two) business days from the date of the error report.
- c) HelloPay will notify the Merchant of the forwarding of the error report for correction.

The Merchant acknowledges that the repair of errors is not carried out by HelloPay, but by GateHub or a third party engaged by it to operate the Digi Wallet Mobile Application, and that HelloPay is therefore only responsible for the forwarding of the reported errors to GateHub and/or the respective operator of the Digi Wallet Mobile Application, and thus for the timely delivery of the reported errors.

#### **8.11.2. General provisions relating to the Digi Wallet Mobile Application**

WeChat Pay payments are accepted through the Digi Wallet Mobile Application, so to use the WeChat Pay Service, the Digi Wallet Mobile Application is required. The Digi Wallet Mobile Application is the exclusive intellectual property of Gatehub, which is the exclusive owner of all copyrights in the Digi Wallet Mobile Application.

The Merchant shall create and provide at its own expense the material and technical conditions (infrastructure) necessary for the use of the Digi Wallet Mobile Application at the Payment Acceptance Point, including in particular:

- a) providing a mobile device capable of downloading and running the Digi Wallet Mobile Application, with an operating system and other technical parameters supported by the Digi Wallet Mobile Application (except if the mobile device(s) required for using the WeChat Pay Service are provided to the Merchant by HelloPay in accordance with the provisions of Section 8.11.9.); and
- b) ensuring a continuous internet connection on your mobile device.

For information on the operating system supported by the Digi Wallet Mobile Application and other technical requirements related to its use, please refer to the information available on the HelloPay Website. HelloPay is entitled to unilaterally modify this brochure in the event of changes to the technical parameters contained therein and to provide the modified brochure to the Merchant electronically prior to the change of the technical parameters.

In all cases, the WeChat Pay Service can only be used via the latest version of the Digi Wallet Mobile Application. The Merchant is obliged to monitor the updates of the Digi Wallet Mobile Application and to download the available updates on the mobile device(s) used to access the WeChat Pay Service and to reinstall the Mobile Application as necessary. In the event of failure to do so, HelloPay shall not be liable for any Digi Wallet Mobile Application failure and any resulting damage to Merchant shall be borne by Merchant.

By downloading the Digi Wallet Mobile Application, the Merchant is granted a non-exclusive and revocable at any time limited license to use the Digi Wallet Mobile Application by accepting the end user license terms applicable to the Mobile Application. The limited licence to use the Digi Wallet Mobile Application is limited to

- a) the purpose of using the WeChat Pay Service,
- b) during the term of the Specific Contract,

- c) the use to accept payment at a WeChat Pay Payment Acceptance Point.

The permitted use includes downloading, installing, displaying and running (and in this form reproducing) the Digi Wallet Mobile Application on a mobile device for the WeChat Pay Service. The licence of use includes all versions and updates of the Digi Wallet Mobile Application.

The Merchant is not obliged to pay any fee for the use.

The foregoing does not in any circumstances constitute a transfer of any property rights in the Digi Wallet Mobile Application to Merchant.

Merchant is not entitled to use the Digi Wallet Mobile Application, in particular, but not limited to:

- a) sublicense, transfer, assign, grant to any other third party the right to use, (provided that for the purposes of this clause, employees of the Merchant who manage the Digi Wallet Mobile Application shall not be considered as other third parties), distribute, disclose or publish the relevant right of use under these GTC;
- b) modify (including corrections of errors), adapt, adapt, translate, otherwise prepare derivative works from, or further develop;
- c) decrypt, decode, disassemble, learn the source code.

The Merchant is no longer entitled to use the Digi Wallet Mobile Application and must immediately delete it from all of its mobile devices if

- a) the Specific Contract for the use of the WeChat Pay Service terminates,
- b) the mobile device used to access the WeChat Pay Service does not have the appropriate security updates or has a vulnerability that compromises the security of the Digi Wallet Mobile Application and cannot be remedied by troubleshooting.

HelloPay does not guarantee that the Digi Wallet Mobile Application is error-free. Errors in the operation of the Digi Wallet Mobile Application are not within HelloPay's control. In the event of an error, the errors are not within HelloPay's control and HelloPay does not provide any availability, troubleshooting or other time limits for the Digi Wallet Mobile Application.

Prior to the launch of the WeChat Pay Service, HelloPay will familiarise the Merchant and the employees designated by the Merchant who actually process WeChat Pay payments at the Payment Acceptance Point with the Digi Wallet Mobile Application free of charge.

### **8.11.3. General provisions for WeChat Pay Transactions**

To start a WeChat Pay Transaction, the Merchant enters the amount to be paid in the Digi Wallet Mobile Application. The Merchant acknowledges that WeChat Pay Transactions are processed (accepted and settled) in Euro, so the amount to be paid must be entered in the Digi Wallet Mobile Application in Euro. If the Merchant makes the sale at the Payment Acceptance Point in Hungarian forints and the prices at the Payment Acceptance Point are displayed exclusively in forints, the Hungarian forint consideration shall be expressed in euros by default at the current intermediate exchange rate published by the National Bank of Hungary at the time of the initiation of the relevant WeChat Pay payment. The Merchant shall be entitled to use its own exchange rate and to manually fix it for the WeChat Transaction, however, this manually fixed exchange rate may deviate from the intermediate exchange rate of the National Bank of Hungary valid at the time of the start of the WeChat Pay payment by a maximum of 15 (fifteen) percentage points. The Merchant shall pay HelloPay an Exchange Gain Commission in the amount specified in the Specific Contract on the exchange rate gain achieved by deviating from the National Bank of Hungary's intermediate

exchange rate valid at the time of starting the WeChat Pay payment with respect to the individual exchange rate applied by the Merchant.

Once the amount to be paid has been set, the Merchant will start the WeChat Pay Transaction by clicking on the green button. A QR code will then be displayed in the Digi Wallet Mobile Application, which the Customer will scan after opening the WeChat Mobile Application and approve the WeChat Pay Transaction. The WeChat Pay Transaction is then forwarded to WeChat Pay for authorisation via the Authorisation centre. In all cases, the WeChat Pay Transaction is authorised by WeChat.

HelloPay is not responsible for WeChat Pay Transactions that are rejected by WeChat.

The Merchant must immediately report any WeChat Pay Transaction in which the amount to be paid is not the actual amount.

Prior to the implementation of the WeChat Pay Service, HelloPay will provide Merchant and employees who actually process WeChat Pay payments at the Payment Acceptance Point with the WeChat Pay Acceptance Policy free of charge.

The Merchant acknowledges that the use of the WeChat Pay Service, in particular the Digi Wallet Mobile Application, does not replace the proper use of the cash register as required by law. The Merchant shall be responsible for issuing the receipt for the WeChat Pay Transactions carried out by the Customer via the Digi Wallet Mobile Application in accordance with tax legislation.

The Merchant acknowledges that it is obliged to keep the slips for WeChat Pay Transactions for current mandatory retention period set out in the relevant legislations and to provide them to HelloPay within 3 (three) business days upon HelloPay's written request.

The Merchant shall be solely responsible for the management, regulation, settlement and payment of all settlement, financial, accounting, tax, etc. issues and costs related to WeChat Pay Transactions at the Payment Acceptance Point, other than those mentioned above.

The Merchant acknowledges that the Customer paying by WeChat Pay shall not be disadvantaged in any respect (financial or otherwise) in relation to payment by WeChat Pay in comparison to the Customer paying by cash, Card or other means, including, without limitation, charging the Customer any extra fees/charges in connection with payment by WeChat Pay, and shall not be entitled to set any minimum or maximum thresholds for the acceptance of payment by WeChat Pay. The Merchant shall refrain from engaging in any conduct contrary to this prohibition during the entire term of the Specific Contract.

#### **8.11.4. WeChat Pay Service fees, billing**

HelloPay charges Merchant a commission as consideration for the WeChat Service. HelloPay is entitled to a commission on the WeChat Pay Transactions it processes. The basis for the commission is the WeChat Pay Transactions processed by HelloPay and settled by WeChat or the Bank involved in the authorisation to HelloPay. HelloPay will calculate the Commission in the Settlement Report based on the gross total amount of WeChat Pay Transactions settled to it in a given Settlement Period. The amount of the Commission is set out in the Specific Contract. HelloPay shall be entitled to agree with the Merchant on a reduced rate of Commission compared to the rate of Commission indicated in the Specific Contract, in particular if justified by the volume of the Merchant's traffic, however, such agreement shall be included in the Specific Contract in any case.

The aggregate amount of the Commission charged by HelloPay in the current month shall not be less than the Minimum Service Fee set out in the Specific Contract. If the aggregate amount of the Commission charged for the current month is lower than the Minimum Service Fee, HelloPay shall be



entitled to charge the Merchant the difference between the two amounts in the Settlement Report following the current month (hereinafter referred to as the **Margin Amount** ).

HelloPay will issue an invoice for the Commission to the Merchant on the Business Day following the day after the Settlement Report is sent to the Merchant. HelloPay will deduct the Commission from the amount of WeChat Pay Transactions settled to Merchant during the relevant Settlement Period and will thus claim it against Merchant by way of set-off.

HelloPay will invoice the Margin Amount after sending the Settlement Report to the Merchant following the month in question. The Merchant shall pay this Margin Amount to HelloPay by transferring the amount to the payment account indicated in the invoice within the payment term indicated in the invoice. In the event of delay, Merchant shall pay interest on arrears at the rate set forth in the Civil Code for the legal relationship between businesses from the day of delay until the day of performance. If the Merchant fails to fulfil its payment obligation within the period stipulated in the invoice, HelloPay shall be entitled to deduct the Margin Amount or the part thereof not paid by the Merchant, together with the default interest thereon, from the amount of WeChat Pay Transactions settled to the Merchant in the next Settlement Period and to claim such amount as a set-off against the Merchant.

The Exchange Gain Commission will also be charged to the Merchant by HelloPay in the Settlement Report for each Settlement Period and will be invoiced to and claimed from the Merchant as described above.

The Merchant expressly agrees to the deduction of the Commission, the Margin Amount and the Exchange Gain Commission from the amount of WeChat Pay Transactions credited to HelloPay in a given Settlement Period and to their inclusion in such amount by accepting these GTC by entering into a Specific Contract.

HelloPay will issue in each case an electronic invoice in accordance with the provisions of the VAT Act for the Commission, Margin Amount, Exchange Gain Commission and other commissions and fees due to it under these GTC, to which Merchant expressly agrees by signing this GTC. The electronic invoice will be sent by HelloPay to Merchant's email address designated to receive electronic invoices in the Specific Contract. Merchant undertakes to notify HelloPay of any change in the e-mail address for receiving electronic invoices immediately after the change occurs, but no later than within 5 (five) business days. In the absence of such failure to notify, HelloPay shall consider the previously notified invoice sent to the e-mail address for the acceptance of the electronic invoice as accepted, unless otherwise notified. Any damages resulting from the failure to notify or delay in notifying shall be borne by Merchant.

#### **8.11.5. WeChat Pay settlement**

The settlement of the amount of WeChat Pay Transactions to the Merchant will be handled by HelloPay.

The settlement of the amount of WeChat Pay Transactions is based on the Settlement Report format provided by HelloPay. The settlement shall be based on the WeChat Pay Transactions credited to HelloPay in the given Settlement Period and settled to HelloPay by WeChat or Bank, which are not suspected of abuse.

Unless otherwise provided by the Parties in the Specific Contract, the Settlement Period shall, as a general rule, be one week, in each case from 00:00 on Wednesday of a given calendar week to 24:00 on Tuesday of the following calendar week. The Settlement Period may be less than one week at the time of the conclusion and termination of the Specific Contract. After the expiration of the Settlement Period, on the day of expiration of the Settlement Period, HelloPay will prepare a

Settlement Report for the WeChat Pay Transactions settled and credited to HelloPay during the Settlement Period, which will include the details and amount of the settled WeChat Pay Transactions, and the total amount of the Commission to be charged in respect thereof during the Settlement Period, as well as any other fees and commissions (including, without limitation, the Margin Amount and the Exchange Gain Commission, if any) and other items payable by Merchant as provided in these GTC.

HelloPay will send the Settlement Report, which complies with the form and content requirements for supporting documents, electronically to the e-mail address indicated by the Merchant in the Specific Contract or subsequently notified electronically. The Merchant is entitled to object to the WeChat Pay Transactions not or incorrectly accounted for in the Settlement Report or to the content of the Settlement Report in general (including in particular the commission or other fees charged by HelloPay therein) immediately upon receipt of the Settlement Report, but no later than within 1 (one) business day, using the general contact method. If no objection is received within this period, the Settlement Report shall be deemed to have been accepted by the Merchant.

In addition to the foregoing, Merchant shall notify HelloPay immediately upon receipt of the Settlement Report, but no later than within 1 (one) business day, using the general contact method, of the following (regardless of whether a complaint has actually been received from the Customer):

- a) a given WeChat Pay Transaction was listed several times in the Settlement Report, although it was a one-off payment,
- b) a particular WeChat Pay Transaction is not included in the Settlement Report, but the Merchant is in possession of all the supporting documents/evidence.

If the Merchant either objects or reports and requests a correction, the Merchant must also provide HelloPay with written documentation (cash register receipt, etc.) related to the WeChat Pay Transactions affected by the objection, which proves the validity of the Merchant's request. The Merchant acknowledges that objections/reporting will be handled in accordance with the WeChat and the credit institution involved in the authorisation and in compliance with the requirements and regulations, and HelloPay's procedure will be based on these. HelloPay will notify the Merchant electronically of the initiation of the investigation within thirty (30) days of the receipt of the objection/report and of the outcome of the investigation no later than the expiry of the deadline set by WeChat/authorisation credit institution. If the Merchant's request for rectification is granted, HelloPay will transfer the amount of the WeChat Pay Transaction affected by the objection/report to the Merchant within a maximum of 5 (five) business days after crediting the Merchant with the amount of the WeChat Pay Transaction.

The amount of WeChat Pay Transactions credited to HelloPay in a given Settlement Period shall be reduced by the amount of the Commission and other fees and commissions charged to Merchant in that Settlement Period and other items incurred by Merchant as set forth in these GTC, to the payment account specified by the Merchant in the Specific Contract or in the electronic notification made during the term of the relationship, on the day of sending the Settlement Report to the Merchant or on the following first Business Day.

The Merchant expressly agrees that HelloPay will not pay interest for the period between the date of the WeChat Pay Transaction and the expiry of the Settlement Period or the date of actual settlement of the amount of the WeChat Pay Transaction (whichever is later).

HelloPay shall be entitled, upon notice to Merchant, to charge the following items in the Settlement Report for the next Settlement Period following the occurrence of the same and to deduct them from the total amount of WeChat Pay Transactions credited to HelloPay for the current Settlement Period and set them off against such amount:

- a) the amount by which the Merchant has been unjustly enriched (in particular, but not exclusively, because the transfer made by HelloPay in favour of the Merchant was made by mistake or in the wrong amount or was made more than once, even as a result of multiple or unlawful debits to the Customer),
- b) the monthly rent (if relevant) under these GTC,
- c) in the case of a legitimate complaint or return of goods, the amount of the chargeback/refund charged by WeChat to HelloPay,
- d) the amount of the recovery due to abuse,
- e) the total amount of any debt owed by Merchant to HelloPay under the Specific Contract or these GTC, together with interest on late payments.

The Merchant expressly agrees to the above deduction or to the enforcement of the above claims by set-off by signing the Specific Contract.

If the deduction of the above items from the amount of the WeChat Transactions is not possible during the next Settlement Period due to the volume of the WeChat Transactions, Merchant shall pay the above items in full to HelloPay within 15 (fifteen) days of receipt of HelloPay's written request to that effect, unless otherwise provided for in another provision of these GTC. Notwithstanding the foregoing, in the case of a debt that has already become due in accordance with clause e) above, Merchant shall pay the debt without delay regardless of HelloPay's written demand. In the event of delay, Merchant shall pay interest on arrears at the rate specified in the Civil Code for the legal relationship between businesses from the day of the delay until the day of performance. Failure to make payment may result in suspension of the WeChat Pay Service.

Merchant shall immediately notify HelloPay if HelloPay has transferred to Merchant's payment account an amount not otherwise due to Merchant.

#### **8.11.6. Abuse, withholding and suspension for WeChat Pay**

If the Merchant experiences or suspects any anomalies or abuse in connection with a WeChat Pay payment, the Merchant shall contact HelloPay immediately and shall provide assistance to investigate the WeChat Pay Transaction concerned.

The Merchant acknowledges that WeChat Pay Transactions may be checked by HelloPay, WeChat and the Authorisation centre in the case of forwarding for authorisation, and in case of concerns (abuse, violation of the Specific Contract and these GTC or unlawful conduct), the Merchant is entitled to investigate them regardless of the receipt of a complaint. The Merchant will be notified by HelloPay if there is a concern about a WeChat Pay Transaction and will be informed of the result of the verification. If the audit reveals that there has been an abuse, breach of contract or violation of the law, HelloPay may

- a) issue a warning to the Merchant by electronic means,
- b) upon prior electronic notification to the Merchant, withhold the amount of the suspected WeChat Transaction and suspend settlement of the suspected WeChat Transaction to the Merchant in accordance with the guidelines of the WeChat and Authorisation centre in the authorisation,
- c) initiate the cancellation of the suspected WeChat Pay Transaction according to the guidelines of WeChat and the Authorisation centre in the authorisation,
- d) suspend the WeChat Pay Service for the period determined by HelloPay, provided that HelloPay shall notify the Merchant of the suspension by electronic means in due time prior to its implementation,
- e) terminate the Specific Contract with immediate effect.

If the result of the audit is found to be fraudulent only after HelloPay has already settled with the Merchant, HelloPay will recall the Transaction by cancelling the WeChat Pay Transaction.

HelloPay may also unilaterally suspend the WeChat Pay service with respect to the Merchant and/or any of its Payment Acceptance Points if WeChat and/or Authorisation centre requests the suspension of the service at the Merchant and/or its respective Payment Acceptance Point (in particular, but not limited to, if the number and or amount of WeChat Pay Transactions complained about exceeds a certain, tolerance level applied by WeChat and/or the Authorisation Centre for a given time unit, or the traffic during a given time unit increases beyond the tolerance level set by WeChat and/or the Authorisation Centre in an unjustifiable manner, or the number of rejected WeChat Pay Transactions during a given time unit exceeds the tolerance level set by WeChat and/or the Authorisation Centre). HelloPay will notify Merchant electronically of the suspension and its foreseeable duration at least 72 (seventy-two) hours prior to its implementation. During the suspension period, Merchant is not entitled to use the Digi Wallet Mobile Application or accept WeChat Pay payments.

Instead of suspending the WeChat Pay Service, HelloPay is entitled to withhold the amount of WeChat Transactions otherwise credited to the Merchant during the relevant Settlement Period at the time of settlement, upon electronic notification to the Merchant, including an indication of the expected duration of the withholding.

The withheld amounts will be settled by HelloPay with the Merchant after the merits and final completion of the procedure for investigating the circumstances underlying the withholding, which settlement may include

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

HelloPay shall not be liable for any damages (including lost profits) resulting from the suspension or withholding of WeChat Pay Transactions, such damages shall be borne by the Merchant.

If HelloPay suspends the provision of the WeChat Pay Service to Merchant, Merchant shall notify Customers of this fact by prominently displaying a notice at the Payment Acceptance Point. Any damages incurred in the event of failure to do so shall be borne in full by the Merchant.

Merchant agrees that in the event of any misconduct in connection with any WeChat Pay Transaction, or any breach by Merchant (or any employee of Merchant involved in the processing of WeChat Pay Transactions) of the Specific Contract, these GTC or any law, Merchant will be liable for any costs incurred by HelloPay, damage, loss, money, or any other third party, entity fines, penalizes or otherwise seeks payment of money from HelloPay, Merchant shall be fully liable for such payment and shall reimburse HelloPay for such amounts. HelloPay shall be entitled to enforce such claim for reimbursement by way of set-off, charge Merchant the amount subject to such claim for reimbursement in the Settlement Report for the next succeeding Settlement Period and deduct such amount from the amount otherwise due to Merchant in respect of WeChat Pay Transactions, as expressly agreed to by Merchant.

#### **8.11.7. Complaints, refunds and chargebacks for WeChat Pay**

The Merchant shall handle customer complaints and claims regarding the services and goods provided by it in accordance with its own rules.

The Merchant shall cooperate in the settlement of any claims arising from any customer complaint procedures. In the event of a customer complaint within 5 (five) years of the date of the WeChat Pay Transaction, Merchant shall, upon HelloPay's request, provide HelloPay with all documentation

related to the WeChat Pay Transaction. The obligation under this clause shall remain with Merchant even after termination of the Specific Contract.

If a customer complaint is received after the termination of the Specific Contract regarding WeChat Pay Transactions made by Merchant prior to the termination of the Specific Contract, Merchant undertakes to provide HelloPay with the documents necessary to clarify the complaint as provided in these GTC. If it is verified that the complaint is due to Merchant's fault or that HelloPay would have been entitled to deduct the relevant items in the absence of termination of the Specific Contract, Merchant undertakes to reimburse or pay the full amount of the WeChat Pay Transaction value of the complained WeChat Pay Transaction or the total amount of the items giving rise to the deduction within 15 (fifteen) days of receipt of HelloPay's written notice.

Merchant is entitled to charge back or refund for any reason only with the involvement of HelloPay. Merchant shall not be entitled to claim back from HelloPay any fees or commissions already charged for the chargeback or refund. HelloPay shall be entitled to claim any loss in connection with the chargeback or refund against Merchant.

The Merchant is not entitled to refund the Customer for WeChat Pay Transactions in the form of cash or bank transfer. If it nevertheless refunds the amount of the WeChat Pay Transaction to the Customer in cash, it must have a document signed by the Customer stating that the Customer has received the cash. Proof of any reimbursement by wire transfer must also be provided. In the event of a claim for repayment by any other means that cannot be rejected by HelloPay, the credit institution used to settle WeChat Pay Transactions or WeChat, the Merchant shall bear the resulting damage.

#### **8.11.8. Liability for WeChat Pay**

The Merchant acknowledges that the legal relationship for the sale of goods and/or services behind WeChat Pay Transactions is in all cases a legal relationship between the Customer and the Merchant. HelloPay does not assume any liability for erroneous or illegal WeChat Pay Transactions, expressly disclaims such liability and the Merchant shall be directly liable to the Customer for any erroneous or illegal WeChat Pay Transactions and shall directly compensate the Customer for any damages. HelloPay expressly states that it will not become involved in any dispute between the Customer and the Merchant.

If HelloPay suffers a loss from the settlement of WeChat Pay payments and the Merchant is liable for this loss, in particular if the loss results from a fraudulent WeChat Pay Transaction, prohibited data provision or prohibited data request, the resulting damage shall be borne by the Merchant.

Merchant shall be liable for any claims and intercepted WeChat Pay Transactions made against HelloPay by third parties in connection with the Specific Contract.

HelloPay confirms that WeChat and the Authorisation centre participating in the authorisation of WeChat Transactions are not considered as HelloPay's contributors, their activities are outside HelloPay's control, and HelloPay expressly excludes any liability for damages resulting from their activities.

HelloPay expressly disclaims any liability for damages arising from the Merchant or its employees or agents entering an incorrect amount or exchange rate in the Digi Wallet Mobile Application. Such damages shall be compensated or borne by the Merchant.

Merchant shall immediately notify HelloPay if it detects any error in the operation of the WeChat Service, WeChat Pay payments or WeChat Pay Transactions and shall provide HelloPay with all the circumstances and information requested by HelloPay. Merchant undertakes to cooperate with

HelloPay in identifying and resolving the error. HelloPay shall not be liable for the consequences of any delay in notification or non-cooperation.

HelloPay excludes its liability for damages if the failure or non-compliance of the WeChat Pay Service is due to the failure, damage, malfunction, inadequate operation, inadequate operating system or other cause related to the mobile device used by the Merchant running the Digi Wallet Mobile Application.

#### **8.11.9. WeChat Pay - General provisions for mobile device rental**

The provisions of this clause shall become part of the legal relationship of the Parties only if HelloPay provides the mobile device(s) required for using the WeChat Pay Service to Merchant. The other provisions of these GTC shall apply to the rental relationship subject to the exceptions set forth in this Section.

The legal relationship for the rental is established between the Parties upon HelloPay's approval of the merchant's request for the mobile device. The registration of the request for a mobile device to HelloPay shall be made using the data form provided for this purpose. The handover of the Mobile Device(s) by HelloPay to Merchant with a handover report shall be deemed to be an approval of the request.

The rental is for an indefinite period, unless otherwise specified.

Upon the conclusion of the rental agreement, the Merchant as the lessee will rent from HelloPay as the lessor the mobile device and its accessories, which are the subject of the rental agreement, as indicated in the handover report, in accordance with the terms and conditions of this GTC, for the rental fee set out in the Specific Contract. The Mobile Device and its accessories provided by HelloPay shall not be the property of the Merchant.

HelloPay undertakes to purchase, deliver and make available to the Merchant the Mobile Device on the basis of the rental agreement. The provision of the mobile device is always subject to the recording of a handover protocol. The provision shall take place no later than 5 working days after the conclusion of the Specific Contract or otherwise within 5 working days after the completion of the data form by the Merchant.

The conditions necessary for the use of the mobile device for the WeChat Pay Service (continuous internet and data connection) must be provided by the Merchant at its own expense. HelloPay does not provide a SIM card for mobile data communication with the mobile device. Unless otherwise provided for in these GTC, Merchant shall also bear any additional costs not specifically mentioned in connection with the use of the mobile device, including in particular electricity costs.

The Merchant is entitled to use the rented mobile device solely for the purpose of using the WeChat Pay Service and is entitled to install only the Digi Wallet Mobile Application and the applications strictly necessary for running it, in addition to the applications installed on the mobile device as factory settings.

The Merchant shall use the rented mobile device for its intended purpose, protect it and maintain it in good condition. Proper condition means the condition in which HelloPay has made the Mobile Device available to the Merchant, and if the Mobile Device is not damaged and is in working order and in a condition suitable for its intended use, taking into account the normal degree of wear and tear that occurs in normal use. The Merchant shall immediately notify HelloPay of any degradation, damage or deterioration of the rented mobile device compared to its proper condition. The Merchant shall compensate HelloPay for any improper condition, damage, inoperability or destruction of the rented device.

The Merchant is obliged to take appropriate steps to prevent the loss, theft or unauthorised use of the rented mobile device. If the Mobile Device subject to the rental is lost or stolen, Merchant shall inform HelloPay immediately. If the damage occurs due to a cause for which Merchant is responsible, Merchant shall pay HelloPay for the resulting damages. Merchant's liability may be established if it has failed to take the appropriate steps under this clause. Merchant must prove that it is not responsible for the occurrence of the damage.

For the use of the rented mobile devices, the Merchant shall pay HelloPay the monthly rental fee set out in the Specific Contract. The rental fee is a fixed amount and is independent of the number and total value of WeChat Pay Transactions made through the rented mobile devices. HelloPay shall be entitled to change the rental fee at its sole discretion up to once a year, provided that the rules applicable to the amendment of the GTC shall otherwise apply accordingly to the entry into force of such amendment between the Parties.

HelloPay will invoice and charge the rental fee subsequently on the basis of a monthly invoice, with the first monthly rental fee being invoiced by HelloPay at the time the rental relationship is established. HelloPay shall be entitled to deduct the rent from the amount of WeChat Pay Transactions credited to HelloPay and due to Merchant on the basis of the Settlement Report for the next Settlement Period following the invoice, and to claim such amount as a set-off, provided that the rent shall not be claimed in this manner, and the remaining amount shall be paid by Merchant by transfer to the account number of Merchant indicated in the invoice by the payment deadline indicated in the invoice, even in the absence of a separate request to this effect. Failure to do so shall be considered a serious breach of contract, which, if Merchant fails to remedy despite HelloPay's appropriate written notice, which shall be at least five (5) days' grace period, HelloPay shall be entitled to terminate the rental.

In the case of a split period (either because the rental agreement is concluded in the middle of the month or because it is terminated in the middle of the month) HelloPay will charge the proportional part of the monthly rental fee, i.e. the Merchant is not obliged to pay the full monthly rental fee.

During the rental period, HelloPay will take care of the maintenance of the mobile device and the repair of any defects that occur during normal use at its own expense. If during operation the Merchant detects an anomaly, the rented Mobile Device malfunctions or becomes unsuitable for its intended use, the Merchant shall immediately put the Mobile Device out of operation and at the same time notify HelloPay thereof using the contact details for reporting the fault. If necessary, the Merchant shall make the rented mobile device available to HelloPay for the duration of the repair. HelloPay shall be entitled but not obliged to provide a replacement device to Merchant for the duration of the fault repair, with the provision that if HelloPay does not provide a replacement device, upon the Merchant's request Merchant shall not be obliged to pay any rental fee for the duration of the fault repair. The repair of the defect shall be deemed to have been timely if it was completed within 5 (five) business days after the Mobile Device subject to the rental was made available to HelloPay at the latest; failing which Merchant shall be entitled to terminate the rental with immediate effect. This right of termination shall not apply to the Merchant if a replacement device has been provided for the time of the repair. If the nature of the defect is such that the mobile device cannot be repaired economically, the rental contract shall be terminated without any further legal action and the legal consequences of impossibility shall apply.

The Parties also expressly stipulate that, given that the material and technical conditions necessary for the operation of the WeChat Pay Service are provided by the Merchant, the failure or inoperability of the mobile device subject to the rental, regardless of whether the failure can be repaired or not, shall not constitute a breach of the provisions applicable to the WeChat Pay Service, and therefore the Merchant shall not be entitled to terminate the Specific Contract with immediate

effect, even if the right to terminate the rental with immediate effect has otherwise been exercised by the Merchant or the rental has been terminated.

Merchant may not provide the mobile device subject to the rental to a third party without HelloPay's permission, not including the use of the mobile device by an employee of Merchant or a person under other employment relationship with Merchant. HelloPay is entitled to withdraw its consent at any time, without giving any reason, in writing.

HelloPay has the right to check the condition of the mobile device subject to the rental without undue disturbance of the Merchant at a pre-agreed time. If during the inspection HelloPay finds damage to the condition of the mobile device subject to the rental, it is entitled to terminate the rental immediately - without a request from the Merchant to restore the condition. HelloPay is also entitled to check the proper use; HelloPay is entitled to exercise this right of inspection at any time during Merchant's business hours, without prior notice.

The rental governed by this Chapter shares the legal fate of the legal relationship established by the Specific Contract, i.e. the rental shall terminate without any further legal action if the Specific Contract is terminated for any reason (termination clause). Termination of the rental for any reason and any amendment thereto shall not affect the scope of the Specific Contract unless otherwise provided.

In the event of termination of the rental agreement for any reason, the Merchant shall return the rented mobile device in good condition within 5 (five) days of the date of termination at the latest. Upon return, HelloPay will assess the condition of the rented device and record it on the return declaration. If the Merchant has not returned the device in the proper condition, the Merchant shall fully compensate HelloPay for the damage caused.

The rental relationship shall be governed by the provisions of the Civil Code with regard to matters not regulated in this Chapter.

## **9. General rights and obligations of the Parties**

### **9.1. HelloPay's general rights and obligations**

HelloPay will act professionally, in compliance with the law and with due care during the performance of the Specific Contract. HelloPay shall perform its duties in accordance with the instructions of the Merchant and the Event Organiser. It may only deviate from such instructions if the interests of the Merchant or Event Organiser absolutely require it.

In case of inappropriate or unprofessional instructions, HelloPay is obliged to inform Merchant and Event Organiser of this circumstance. If Merchant or Event Organiser maintains its instructions despite such notice, HelloPay may rescind or terminate the Specific Contract immediately at its option or at fulfil it at Merchant's or Event Organiser's risk. HelloPay is obliged to refuse an instruction if its execution may lead to a violation of law, an official decision or International Card Company regulations, or endanger the person or property of others.

HelloPay is entitled to request the information necessary to perform its task. If the Merchant's or Event Organiser's failure to comply with its obligation to provide information leads to a delay, HelloPay shall be exempted from any legal consequences related to the delay in performance.

HelloPay is not responsible for any failure of performance due to the inadequate functioning of the infrastructure (electricity, internet, etc.). HelloPay is not liable for failures due to the quality of the electricity and internet service (e.g.: service outages, failures due to mobile network load), and therefore HelloPay is not liable for any penalties or damages. Furthermore, HelloPay is not liable if the



HelloPay service is unavailable or does not function properly for reasons beyond its control, in particular, but not exclusively, due to the accepting bank, and therefore HelloPay is not liable for any penalty or compensation.

HelloPay has the right to monitor the merchant traffic on an ongoing basis and to suspend the HelloPay Service immediately in case of unlawful Transactions or merchant conduct or conduct that is in breach of the Specific Contract or these GTC. If HelloPay suffers any loss as a result of the unlawful conduct or conduct that is in breach of the Specific Contract or these GTC and proves it to Merchant, including any fines or penalties imposed by any authority or other body, Merchant shall reimburse HelloPay.

In addition, HelloPay has the right to suspend and inactivate the HelloPay Service on the Merchant Account (Payment Acceptance Point) on which no Transaction (including both successful and unsuccessful Transactions) has been processed in the previous 3 months in case of Permanent Establishments. HelloPay will inform the Merchant of such suspension and inactivation. If, after such notification, the Merchant indicates to HelloPay that it wishes to actively use the HelloPay Service on the Payment Acceptance Point (Account), HelloPay will perform a technical verification of the Payment Acceptance Point and Account and initiate the re-enablement of the HelloPay Service on the Account. If the Merchant does not submit its request to HelloPay to reactivate the HelloPay Service within 30 days from the date of sending the information to HelloPay, HelloPay is entitled to terminate the contract for the HelloPay Service for the respective Payment Acceptance Point (Account) with immediate effect after the expiry of these 30 days.

HelloPay, acting in its sole discretion, is entitled, for fraud prevention reasons and without prior notice to Merchant, to reject the Merchant's payment account number provided by Merchant to HelloPay at the time of entering into the Specific Contract and to request another bank account number as a condition of entering into the Specific Contract.

If the Merchant changes the payment account number provided to HelloPay at the time of the conclusion of the Specific Contract, HelloPay, acting at its sole discretion, is entitled to reject the changed payment account number for fraud prevention reasons without prior notice to the Merchant and to request the Merchant to provide another bank account number instead.

HelloPay reserves the right at any time and at its own expense to order an investigation to determine whether the Merchant or its contracted person(s) involved in any way in the card acceptance process, its computer equipment, data filing system, office or business premises comply with the International Card Companies' standards for secure data storage and handling. If the Merchant has not acted in accordance with the International Card Companies' requirements for secure data storage, HelloPay shall be entitled to charge the Merchant for all damages, costs and penalties incurred by the Merchant as a result thereof and to terminate the Specific Contract immediately for a serious breach of contract.

HelloPay is not a contractual party to the contract between the Merchant and the Customer for the sale of goods or the provision of services, HelloPay does not know the content of this contract, and HelloPay has no obligations arising from it.

HelloPay provides technical assistance and consultation to the Merchant by providing HelloPay Customer Service to enable the Merchant to properly connect the Merchant's Payment Acceptance Point and the HelloPay System.

HelloPay disclaims any liability for any damages resulting from the Merchant's exposure of the HelloPay System to the live Payment Acceptance Point without HelloPay's knowledge and written (email) permission.

In connection with the HelloPay Service, HelloPay undertakes to:

- a) provide the HelloPay Service set out in the Specific Contract and these GTC on an ongoing basis during the term of the Specific Contract, subject to availability;
- b) if the Parties have so agreed in the Specific Contract, make the Merchant Admin Interface available to the Merchant and, where the Merchant Admin Interface is available to the Merchant, ensure that the data in the Merchant Admin Interface reflects the details of successfully completed and/or credited Transactions, and the Merchant acknowledges that the information so made available is for information purposes only;
- c) receive questions about the Transaction, including the enforceability of the Transactions, and answer them at its own expense;
- d) in the event of a fault within its scope of operation, ensure that the fault is rectified at its own expense;
- e) HelloPay operates a customer service that Merchant may use free of charge, HelloPay does not charge a surcharge for telephone customer service, however, depending on Merchant's telephone subscription, calling the telephone customer service may incur a cost to Merchant, which is borne by Merchant.

HelloPay provides the HelloPay System and the HelloPay Software and Merchant HelloPay Software that are part of it to Merchant "as is", "with all faults" and "as viewed".

Merchant acknowledges that in the event of a change to a setting in the HelloPay System that does not comply with HelloPay's instructions, HelloPay shall not be liable or responsible for the proper and proper operation of the HelloPay System.

HelloPay also excludes its liability for any consequences arising from causes not related to the Merchant's activities covered by this agreement. HelloPay shall not be liable for the manner in which the Merchant uses the HelloPay System and for what purpose - in particular, HelloPay shall not be liable for the Merchant's compliance with the provisions of the applicable laws and other agreements.

The Merchant is obliged to inform HelloPay immediately if he detects an error and of all circumstances relating to it. Merchant undertakes to cooperate closely with HelloPay in determining the error and in remedying the error in accordance with HelloPay's instructions and to propose a remedy for the error. Merchant shall provide all information requested by HelloPay when reporting an error. HelloPay shall not be liable for the consequences of any delay in notification.

The Merchant is obliged to regularly save electronic programs and data files that come into contact with the HelloPay System and to ensure their safekeeping. HelloPay shall not be liable for any failure of other software products or data files stored on the Merchant's computer equipment, loss of data or the consequences thereof, unless such damage is directly caused by its remote or on-site intervention or work (e.g. deletion, modification or overwriting of other files or databases). Therefore, the Merchant shall exercise special care in its activities involving data storage.

HelloPay guarantees the contractual operation of the HelloPay System only in a clean and virus-free environment. HelloPay disclaims any liability for any consequences or failures resulting from unauthorised access, improper use, hardware failure, or improper operating environment (including power failure and failure at the acquiring bank).

HelloPay shall not be liable for any damages to Merchant or any third party arising from any databases connected by Merchant to the HelloPay System, or from any data entered by Merchant into the HelloPay System.

HelloPay is not responsible for any viruses or other restrictive features affecting access to and use of the HelloPay System, incompatibility of the HelloPay System with other websites, services, software and hardware, or any delays or errors, Merchant may experience in initiating, conducting, or completing a transmission or Transaction in a proper and timely manner while using the HelloPay System, or for any damages or costs of any kind arising out of or in any way connected with the use of any third party services available through hyperlinks.

The parties agree that the Merchant shall be liable for any loss of business, loss of revenue or loss of income incurred by the Merchant in the course of its business activities in the proper and contractually fault-free operation of the HelloPay System.

#### **9.1.1. General provisions on downtime and troubleshooting**

The HelloPay System operates 24 hours a day, each day of the year, with a minimum annual availability of 99.5%, subject to the restrictions set out in the following sections. In the event of unplanned downtime due to malfunction, HelloPay will make every effort to ensure that the HelloPay System is up and running again as soon as possible. In the event of a malfunction of the HelloPay System, HelloPay will use its reasonable efforts to remedy the malfunction.

HelloPay will notify Merchant and Event Organiser of planned downtime of the HelloPay System, including the exact time and expected duration of the downtime, at least one (1) business day in advance. HelloPay shall not be liable for any damages or loss of profit caused by the loss of service time. The Parties expressly accept the limitation of this liability for damages in view of the special and chain nature of the HelloPay Service and the preferential remuneration terms stipulated in the Specific Contract.

HelloPay has the right to suspend the service provided to the Merchant and the Event Organiser temporarily or permanently, in whole or in part, at its own discretion, and if the suspension is justified by an unavoidable external reason (force majeure). In this case HelloPay excludes any liability for any damage caused directly or indirectly to the Merchant or Event Organiser. HelloPay shall inform Merchant and Event Organiser of the duration of the planned unavailability of the HelloPay Service 1 day in advance but shall not be obliged to do so in case of unplanned unavailability.

The period of unavailability or failure of the HelloPay Service under the above clauses, whether planned by HelloPay or due to force majeure, shall not be counted in the availability period. Except in cases of wilful misconduct or gross negligence, HelloPay excludes any liability for damages resulting from any malfunction of the HelloPay Service. For the sake of clarity, the Parties stipulate that any failure of the data transmission network (Internet connection) independent of HelloPay and the resulting unavailability of the HelloPay Service shall be beyond HelloPay's liability.

In the event of a system failure, whether it occurs within or outside of HelloPay's control, HelloPay may deviate from the Settlement Period specified in the Specific Contract by up to 2 (two) business days, i.e. the transfer made by HelloPay on the second business day after the expiry of the originally agreed Settlement Period shall be deemed to have been made on time.

In the case of a Payment Acceptance Points, Merchants can report the error 24 hours a day on weekdays, weekends and public holidays. In the event of a fault report, HelloPay is obliged to start the correction of the fault within 3 hours, if it can be solved remotely with instructions given by telephone call. For cases requiring on-site service, HelloPay shall be obliged to provide service no later than the second business day after the report. In the event of a complaint that is not related to a POS terminal malfunction, HelloPay is obliged to start investigating the problem within 3 hours and to record the incident and the result of the investigation in a report within 6 hours. If the error report is substantiated, HelloPay is obliged to correct the error within the shortest possible time.

If HelloPay does not provide an on-site presence at the Event, the Merchant or Event Organiser may report the failure during the duration and opening hours of the Event. In the event of a fault report, HelloPay shall be obliged to commence the fault rectification within 3 hours, if possible, by telephone. In cases requiring on-site service, HelloPay shall be obliged to provide service no later than the second business day following the notification. In the event of a complaint that is not related to a POS terminal malfunction, HelloPay shall investigate the problem within 3 hours and record the incident and the result of the investigation in a report within 6 hours. If the complaint is justified, HelloPay is obliged to rectify the fault as soon as possible.

If HelloPay provides an on-site presence at the Event, the Merchant or Event Organiser may report the error during the duration and opening hours of the Event. In the event of a fault report, HelloPay shall be obliged to commence the fault rectification within 1 hour, if it can be resolved by instructions given by telephone call. In cases requiring on-site delivery, HelloPay shall be obliged to deliver the Event within 3 hours after the notification at the latest in the case of Budapest Events, or immediately in the case of non-Budapest Events, depending on the distance. In the event of a complaint that is not related to a POS terminal malfunction, HelloPay is obliged to start investigating the problem within 3 hours and to record the case and the result of the investigation in a report within 6 hours. If the error report is substantiated, HelloPay is obliged to correct the error within the shortest possible time.

## **9.2. General rights and obligations of the Merchant**

Merchant shall perform the following functions in connection with the HelloPay Service:

- a) payment of the fees set out in the Specific Contract,
- b) the provision of the relevant Payment Acceptance Point,
- c) compliance with the rules for the use of the HelloPay System set out in these GTC and the Specific Contract, and informing Customers in this regard,
- d) displaying HelloPay communication materials on the site,

The Merchant will execute orders placed at the Payment Acceptance Point in accordance with the rules governing its business.

The Merchant shall ensure that a Transaction can only be initiated at the Payment Acceptance Point after the authorisation for the execution of the Transaction (transfer worksheet) has been provided by HelloPay in writing or by e-mail. If Merchant breaches these obligations, Merchant shall be liable for any resulting damage.

The Merchant operating in Hungary is required to open a Payment Bank Account with a Hungarian bank.

Merchant shall report to HelloPay any Transactions that it detects as Suspicious Transactions for Card Data or Customer Abuse and shall provide data to assist in the investigation of such Suspicious Transactions. If Merchant fails to respond to HelloPay's Suspicious Transaction abuse letter or to HelloPay's request for data contained therein and set forth in these GTC no later than 2 business days after receipt of the letter, HelloPay will consider that Merchant has no information about the Suspicious Transaction and HelloPay will conduct the investigation of the Suspicious Transaction accordingly.

The Merchant shall cooperate in the settlement of any claims arising from any subsequent complaint procedures. This obligation of cooperation shall survive the termination of the Specific Contract.

The Merchant agrees to commence execution of the Transaction upon approval of a successful Transaction.

Merchant agrees to retain all electronic and paper data related to Transactions for 5 years after the Transaction and to make it available to HelloPay upon written request within 3 business days.

The Merchant represents and warrants that its activities will not violate any law or the legitimate interests of others or any international treaty, including laws or treaties relating to data confidentiality, international communications and the export of technical or personal data.

The Merchant does not impose a minimum and/or maximum amount for payment by Card or HelloPay Card but accepts it regardless of the purchase value.

The Merchant undertakes that the Customer paying with the Card or HelloPay Card will not suffer any direct or indirect disadvantage compared to the Customer paying by any other means.

Under the Cardholder Rules, the Merchant undertakes to provide written proof of receipt (receipt) if the Transaction results in the physical delivery of goods. The receipt must state the name of the ordering Customer, the name of the recipient, the number of any identification document of the recipient, if available, and the place and time of receipt. The Merchant shall make this receipt available to HelloPay upon request. If such proof is not available and HelloPay suffers financial loss or damage as a result, Merchant shall be liable and shall reimburse HelloPay.

The Merchant undertakes that if the Payment Acceptance Point is to suspend its activities for more than 1 month for any reason (seasonal operation, conversion, holidays, etc.), it will notify HelloPay 8 days prior to the suspension, indicating the expected date of reopening.

The Merchant must notify HelloPay in writing within 2 business days of any changes to its details. The Merchant shall be liable for any damages resulting from failure to do so.

The Merchant consents to the recording and use of his/her data by HelloPay in accordance with domestic and international regulations and the regulations of the International Card Companies. Merchant consents to the transfer of its data held by HelloPay to the International Card Companies and the credit institution that has authorised the Authorisation.

The Specific Contract and its execution allow HelloPay and Merchant to learn business and banking secrets, therefore the Parties undertake to keep the details of the Specific Contract and its execution confidential and not to disclose them to third parties or to the public. The obligation to keep the secrets shall continue to apply without time limit and for an unlimited period after the termination of the Specific Contract.

The Merchant shall ensure that the necessary conditions for accessing the HelloPay System are created at the Payment Acceptance Point(s) indicated in the Specific Contract.

The Merchant is obliged to place the sales support materials provided by HelloPay at the Payment Acceptance Point and is entitled to publish the contact details of the HelloPay System in its advertisements.

The Merchant agrees to sell only the products, product types and/or services listed in the Specific Contract. Merchant shall notify HelloPay in writing if it wishes to change the type of products, product types and/or services sold. Merchant's intent to change must be approved in writing by HelloPay.

Merchant declares that it does not sell goods or services through the Payment Acceptance Point that may harm HelloPay's reputation and violate the rules of the Card Companies or the credit institution operating the Authorisation centre (e.g. certain adult content, drugs, weapons, gambling, illegal trade, etc.) or that are prohibited by applicable law. Merchant acknowledges that if, after the entry

into force of the Specific Contract, Merchant's scope of business changes or Merchant actually engages in any activity or sells any product/service that HelloPay deems may damage HelloPay's reputation, it shall be considered a serious breach of these GTC and the Specific Contract and HelloPay shall be entitled to terminate the Specific Contract with immediate effect and to order Merchant to pay for any damages caused.

The Merchant agrees to sell through the HelloPay Service only at the Payment Acceptance Point(s) listed in the Specific Contract. Merchant shall notify HelloPay in writing if it wishes to change the Payment Acceptance Point(s). Merchant's intent to change must be approved in writing by HelloPay.

The Merchant acknowledges that in the event that its annual turnover with MasterCard type cards reaches the maximum amount stipulated in the card company rules, the credit institution operating the Authorisation Centre may oblige it to conclude a direct contract in addition to using the HelloPay Service.

If the Merchant wishes to operate the HelloPay Service at a Payment Acceptance Point(s) other than the Payment Acceptance Point(s) listed in the Specific Contract, it must notify HelloPay in writing. Merchant's intention to use the HelloPay Service at the new Payment Acceptance Point(s) must be approved in writing by HelloPay.

## **10. Settlement of the Transaction**

HelloPay undertakes to ensure the settlement of Transactions executed through the HelloPay System, the electronic transfer of the Transaction data credited during the Settlement Period to the Merchant, the safekeeping of the Transaction amount less commission in HelloPay's deposit account during the Settlement Period under the Specific Contract with the Merchant and the release of the Transaction amount to the Merchant after the expiry of the Settlement Period.

HelloPay will receive and deposit the amount of the Transaction due to Merchants from Customers paid by Customers through the HelloPay Service upon purchase at the Merchant's Payment Acceptance Point in a dedicated limited purpose deposit account with a credit institution established in an EEA state, the sole purpose of which is to settle accounts with Merchants (the **Deposit Account**).

HelloPay will hold the above amount of the Transaction in the Deposit Account until it is released to the Merchant.

HelloPay holds the amount of the Transaction due to all Merchants in one Deposit Account per currency and assigns each Transaction and its consideration to each Merchant based on the Transaction record.

HelloPay shall issue the amount of the Transactions to the Merchant in such a way that the amount of the Commission payable to HelloPay and the other Bank charges specified in these GTC, as well as the amount of the Chargeback and Refund in the cases specified in these GTC, shall be deducted from the amount of the Transaction, i.e. set off against it, to which the Merchant shall consent by entering into the Specific Contract and accepting these GTC.

HelloPay does not charge Merchant a separate fee for placing the Transaction Consideration in the Deposit Account, the cost of which is included in the Commission.

## 10.1. Settlement by account

If the Merchant has more than one Payment Acceptance Point, HelloPay will settle, report and pay the Transactions at the Merchant's Payment Acceptance Points separately per Payment Acceptance Point and per currency denomination to the Merchant (hereinafter: **Settlement by account** ).

The Parties shall determine in the Specific Contract the settlement of the Transaction in accordance with the following modalities:

### Settlement on HUF - HUF basis

This settlement method of HelloPay is HUF-based Transaction (card acceptance and settlement). The amount of the Transactions made during the Settlement Period, less HelloPay Commission, will be released from deposit and paid to the HUF account specified by the Merchant after the end of the Settlement Period.

The currency of acceptance and payment is HUF (Forint).

### Settlement on EUR - EUR basis

In the case of the WeChat Pay Service, this settlement method of HelloPay involves a Euro-based Transaction (transfer and settlement). The amount of the Transactions made during the Settlement Period, less the Commission, will be released from deposit and paid to the account specified by the Merchant after the end of the Settlement Period.

The HelloPay Commission for Transactions successfully completed and credited to the Deposit Account during the given Settlement Period will be invoiced to the Merchant by the 15th day of the month following the Settlement Period in case of Permanent Establishment and by the 15th day of the month following the end of the Event in case of Events. The invoice shall be issued in the currency specified in the Specific Contract or in HUF, if not specified.

HelloPay sets HUF 0 as the minimum settlement amount for HUF-HUF settlement. Regardless of the settlement regime under this clause, HelloPay will not initiate the release from deposit until the amount of the successful Transactions to be released from deposit to be paid by the Merchant, less HelloPay Commission, reaches the minimum settlement amount set out above.

The Merchant expressly agrees that HelloPay will not pay interest for any holding period between the date of the Transaction and the expiry of the Settlement Period, the date of release from deposit or any later date.

In the event of suspected card fraud, Merchant or Customer abuse, HelloPay is entitled to:

- a) withhold the amount of the suspected Transaction in accordance with the governing rules of the credit institution authorising the Transaction and operating the Authorisation Centre,
- b) initiate the cancellation of the suspected Transaction in accordance with the governing rules of the credit institution authorising the transaction and operating the Authorisation Centre,
- c) suspend the HelloPay Service immediately and indefinitely if it is believed that this is the most effective way to minimise losses from future abuse,
- d) terminate the provision of the HelloPay Service to Merchant with immediate effect and terminate the Specific Contract with immediate effect if the ratio of fraud to turnover, either in number or value, reaches or exceeds 2%.

HelloPay shall not be liable for any damages (including lost profits) resulting from the suspension or withholding of funds, and this action is also for the safety of the Merchant. HelloPay will notify the Merchant of the foregoing without delay.

HelloPay will inform the Merchant by e-mail about the details of the Transactions executed on the HelloPay System. Accordingly, HelloPay undertakes to send the Settlement Report to Merchant by e-mail.

Except as provided in these GTC, HelloPay will only settle and release from deposit a Transaction that has been successfully authorised and is not deemed suspicious by HelloPay at the time of settlement.

The Merchant shall cooperate in the settlement of any claims arising from subsequent complaints procedures. Merchant shall be liable for any claims and for any Transaction that is blocked in connection with the Specific Contract and asserted against HelloPay by third parties and shall pay HelloPay the amount of the Transaction to be refunded to Customer in connection with any subsequent Customer Claim. Termination of the Specific Contract shall not affect this obligation to make good.

HelloPay is entitled, upon prior notice to Merchant, to deduct all or part of the following items from subsequent settlement(s) and release from deposit, subject to the availability of funds:

- a) the amount of the transfer due to a HelloPay error, or the amount of the correction in the case of a transfer of an incorrect amount,
- b) for multiple payments, the amount without a claim,
- c) the amount paid by HelloPay in case of Chargeback due to a Customer's complaint about a product or service purchased from the Merchant, or Chargeback due to return of goods, or Chargeback due to non-performance of goods or services by the Merchant, or Chargeback due to incomplete Transaction, incomplete payment process and other Chargeback by the Customer.
- d) the amount of Chargeback paid by HelloPay in connection with a Customer complaint that cannot be rejected by HelloPay or that is deemed justified by the Card Issuer, the Card Accepting Financial Institution, and in connection with a subsequent complaint by the Customer regarding a Card Transaction or Merchant Abuse, including the amount of the Chargeback for late submitted Transactions that are the subject of a complaint.
- e) the amount indicated in the Customer's claim, if the Merchant does not provide all or a copy of the Transaction documentation, despite a written request from the Bank forwarded by HelloPay.
- f) the amount of all claims received by HelloPay for any penalty claims during the penalty period determined and designated by the International Card Companies; HelloPay will notify the Merchant of the introduction and duration of the penalty period.
- g) The full amount of any outstanding and due debt owed to HelloPay in connection with the Specific Contract.
- h) the System Usage Fee and any other charges payable by Merchant under the Specific Contract, if payable under the Specific Contract, if not paid by Merchant by the due date for payment.

If HelloPay is unable for any reason to offset or deduct any or all of the amounts set forth in this clause, HelloPay will require Merchant to pay such amounts by Merchant with at least 8 days' notice. If Merchant fails to pay within such time period, HelloPay shall enforce the above items against Merchant by instituting appropriate legal proceedings, with all costs of such proceedings, including attorneys' fees, being borne entirely by Merchant.

The Merchant shall provide HelloPay with all information and assistance in case of any disputes that may arise in connection with the Transaction between the Customer and the Merchant. HelloPay reserves the right to request from Merchant all documentation related to the Transaction within 5 years from the date of the Transaction in order to prove the performance of the HelloPay Service. If



the Merchant settles with or compensates the Customer during the complaint procedure, the Merchant shall immediately notify HelloPay thereof, together with the documents generated in this connection. Merchant's obligations under this clause shall survive the termination of the Specific Contract.

The Merchant has the right to file a written complaint with HelloPay Customer Service regarding the Transactions not settled or settled incorrectly by HelloPay, referring to the Transaction ID/Reference Number, the amount of the Transaction and the date of the Transaction, immediately upon receipt of the Settlement Summary, but no later than 10 days after the date of the successful Transaction. Claims submitted after this date will not be accepted by HelloPay. HelloPay will investigate the claim submitted by the Merchant and will notify the Merchant of the result of the investigation in writing within 30 days of the submission of the claim or, if the involvement of the Card Issuer or an International Card Company is required, within 14 days of the expiry of the deadline set out in the regulations of the Card Issuer or International Card Company concerned, and will arrange for the financial settlement of the claim depending on the result of the investigation.

Merchant agrees that if any charges are incurred by HelloPay as a result of any abuse or other misuse of Merchant, Customer or Cardholder data, in particular, but not limited to, Merchant's, Customer's or Cardholder's data, in connection with the use of the HelloPay Service and Transaction at Merchant, damage, loss, or monetary liability, or if HelloPay is subject to a fine, fee, surcharge or penalty imposed by a competent authority or entity, Merchant authorises HelloPay to charge the amount of such liability to Merchant. Merchant shall be liable to reimburse HelloPay for such costs, damages, monies, which obligation shall be borne by Merchant within the limitation period, regardless of the termination of the Specific Contract, and thereafter.

HelloPay undertakes to inform the Merchant immediately in writing if it is liable to pay any of the costs, damages or amounts detailed above.

In the event of a Chargeback, if the Merchant considers the Customer's complaint to be unfounded, the Merchant is entitled to initiate the necessary proceedings to investigate the matter (file a complaint, file a claim for damages, etc.). HelloPay will provide the Merchant with all documents necessary for the investigation of the matter upon the Merchant's written request.

For a period of 180 days after the termination of the Specific Contract, from the date of the last Transaction, Merchant shall be liable for the payment of any amounts charged back to HelloPay but not refunded to HelloPay due to a subsequent Customer claim in the course of a Chargeback.

If the Merchant has not fulfilled its payment obligations to HelloPay within 15 days of the demand, HelloPay is entitled to transfer the amount of the claim to a claims management company affiliated with HelloPay for collection.

## **11. Repayment of the Transaction Value**

The Merchant undertakes that if for any reason the Merchant is unable to deliver the goods/services to the Customer within the time limit specified in the order, the Merchant will initiate the cancellation of the Transaction via HelloPay to the Customer within 15 days of the failure of delivery at the latest and will notify the Customer in writing.

The Merchant undertakes that if for any reason it is necessary to repay all or part of the amount of a Transaction to the Customer, it will do so only through the HelloPay System.

Refunds initiated by the Merchant to the Customer through the HelloPay System for any reason, including Refund and Chargeback, will be settled from HelloPay's payment bank account. The

settlement of a refunded Transaction between HelloPay and Merchant may be made in the following ways:

- a) Upon HelloPay's request, the Merchant shall pay the amount of the refunded Transaction by transfer to HelloPay's payment bank account, or
- b) HelloPay will deduct the amount of the Transaction to be repaid from the amount of the Transaction to be settled in the future, provided that the amount of the Transaction to be settled deposited with HelloPay in the Deposit Account covers the amount of the Transaction to be repaid. If the amount of the Transactions to be settled does not fully cover the amount of the Transactions to be settled, Merchant shall pay HelloPay the part of the amount of the Transaction repaid not covered by the amount of the Transaction to be settled as set forth in point a).

Any Commission originally charged in relation to the repaid Transactions will not be returned to the Merchant.

In order to prevent Card fraud and to protect the Merchant, HelloPay is entitled to modify or limit the scope of acceptable Cards upon written notification to the Merchant, but no later than 2 days after the introduction of the restriction, if it detects a large number of unauthorised/prohibited card usage at the Payment Acceptance Point.

HelloPay shall be entitled to publish the Payment Acceptance Point using the HelloPay System established under these GTC and the Specific Contract as a reference, but this shall not infringe the Merchant's right to trade secrets.

## **12. Fees payable for the HelloPay Service**

For the HelloPay Service, the Merchant/Event Organiser will pay the following types of fees:

- a) HelloPay Commission
- b) System usage fee
- c) Tipping handling fee
- d) Donation handling fee
- e) Staff fees
- f) Logistics fee
- g) System operation fee
- h) System installation fee
- i) Point system operation fee
- j) HelloPay Card production fee
- k) HelloPay Card fee
- l) HelloPay Card return Fee
- m) Fee for excess cash payments over cash turnover
- n) Fee for excess transfers over bank card turnover

### **12.1. Rules on invoicing and payment of invoices**

HelloPay sends its invoice for the fees due to it under the Specific Contract electronically in the form of an e-invoice to the Event Organiser or Merchant that has been certified by the NAV. If a dispute arises between the Parties with respect to payments made with the Card at POS terminals, or if the records of the Parties differ, the Parties shall immediately enter into conciliation negotiations with each other. If the Parties fail to reach an agreement during the negotiations, HelloPay's records shall prevail.

The parties agree on periodic accounting in accordance with Section 58 of the VAT Act. The basis of the current settlement shall be the Transactions that have actually been settled and paid to HelloPay

by the Bank used by HelloPay. HelloPay shall remit to the Event Organiser or Merchant the Card Transactions not credited and thus claimed to the Bank, which were subsequently credited to HelloPay, within 5 business days of the first due settlement following the crediting - in the absence of regular settlement. The Event Organiser or Merchant can report any issues with the purchase slips of the retained daily closings to [penzugy@hellopay.hu](mailto:penzugy@hellopay.hu).

In the current month for the HelloPay Commission on transactions successfully completed and credited to the Deposit Account, the invoice is issued to the Merchant once a month. In case of a Permanent Establishment, the invoice is issued by the 15th day of the month following the subject month, and in case of an Event, by the 15th day of the month following the month of the conclusion of the Event. The invoice is issued in HUF. In case of a settlement frequency different from the monthly settlement frequency, if the given settlement period and the end of the current month differ, HelloPay issues two invoices for the periods between the start of the settlement period and the end of the current month, and between the start of the following month and the end of the settlement period.

The Event Organiser and the Merchant shall keep the slips for the period of time specified in these GTC and, in case of a customer complaint, shall provide them to HelloPay within 3 business days upon request to prove the Transaction has taken place. If Event Organiser or Merchant fails to comply with this obligation within the specified time period, the Cardholder's complaint will be accepted and HelloPay will refund the Transaction consideration to the Cardholder and HelloPay will deduct the amount from the Transaction amounts payable to Merchant/Event Organiser in the next Settlement Period. If the Transaction Amount does not cover the refund, the Merchant/Event Organiser shall pay the refund amount to HelloPay within 15 days of HelloPay's request to do so.

In the event of late payment of the commissions, fees and other charges provided for in this clause 12, HelloPay is entitled to charge interest on late payments from the date of default at twice the prevailing base rate of the National Bank of Hungary. In case of delay, HelloPay is entitled to charge a collection fee in addition to the default interest to cover the costs associated with the collection of the overdue debt. The amount of the recovery surcharge shall be EUR 40 for overdue claims up to HUF 100,000 and EUR 130 for overdue claims exceeding HUF 100,000.

## **12.2. HelloPay Commission**

For successfully processed payment Transactions by bank card and HelloPay Card through the HelloPay Service, the Merchant shall pay the HelloPay Commission at the rate set forth in the Specific Contract. The amount of HelloPay Commission payable by the Merchant for successfully processed payment Transactions by bank card and HelloPay Card may vary as set forth in the Specific Contract.

HelloPay deducts the HelloPay Commission from the amount of money to be paid to the Merchant after the end of the Settlement Period, and the Merchant agrees to pay the Commission by offsetting it by signing the Specific Contract. HelloPay, acting in its sole discretion, shall be entitled to unilaterally adjust the HelloPay Commission rate at any time, which shall not require an amendment to the Specific Contract with Merchant. HelloPay shall provide Merchant with at least 8 days' notice of any increase in the HelloPay Commission prior to the effective date of the increase. HelloPay may give such notice by sending an e-mail to Merchant or by publishing a notice on HelloPay's website. The amendment shall be deemed accepted by Merchant if Merchant does not inform HelloPay prior to the effective date of the amendment that it does not accept the amendment. If Merchant does not accept the amendment, Merchant shall be entitled to terminate the Specific Contract with immediate effect within 8 days of receipt of the notice. If the Merchant does not exercise its right of termination within this period, it shall be deemed to have accepted the increase in the Commission rate.

### **12.3. System usage fee**

The rental fee for the POS terminal and other communication devices will be invoiced by HelloPay as a System Usage Fee.

The amount of the System Usage Fee shall be fixed by the Parties in the Specific Contract.

HelloPay is entitled to initiate a change of the System Usage Fee during the term of the rental, or to terminate the Specific Contract with immediate effect in case of rejection of the new System Usage Fee by the Merchant.

The System Usage Fee is set on a monthly basis for the given Event in the case of an Event, and on a monthly basis in the case of a Permanent Establishment. HelloPay will invoice and charge the System Usage Fee after the Event, in case of a Permanent Establishment on the basis of a monthly invoice. The amount of the fee will be deducted by HelloPay from the Merchant's card transactions. If this is not possible until 30 days after the invoice is sent, Merchant will make a bank transfer to the bank account indicated on the sent System Fee invoice within eight (8) business days of the 30th day.

If the Merchant does not carry out enough card transactions at two consecutive Events, or in two consecutive months in case of Permanent Establishment, for HelloPay to deduct the System Fee, HelloPay is entitled to terminate the Specific Contract with immediate effect. In such case, Merchant shall remit to HelloPay the unpaid System Usage Fee within eight (8) business days after receipt of the termination.

In the case of a Permanent Establishment, the System Usage Fee will be invoiced pro rata temporis for the remaining period of the calendar month in the case of a POS terminal rental agreement concluded during the month, and pro rata for the month in the case of a POS terminal rental agreement terminated in the middle of the month. If the Specific Contract is terminated for any reason during the duration of the Event before its expiry, the System Usage Fee will not be refunded.

### **12.4. Tipping handling fee**

HelloPay will charge a handling fee for the payment of the Tips through the HelloPay POS terminal and for the payment to Merchant or Merchant's employees, the amount of which will be determined by the Parties in the Specific Contract. For Tips paid by bank card and HelloPay Card, the amount of the handling fee payable by the Merchant may vary as set out in the Specific Contract.

HelloPay will issue an invoice for the Tip handling fee.

### **12.5. Donation handling fee**

HelloPay will charge a handling fee for the payment of the Donation through the HelloPay POS terminal and for the payment to the Merchant, the amount of which will be determined by the Parties in the Specific Contract. For Donations paid by bank card and HelloPay Card, the amount of the handling fee payable by Merchant for the Donation may vary as set forth in the Specific Contract.

HelloPay will issue an invoice for the handling fee.

### **12.6. Staff fees**

HelloPay will charge the Merchant for the HelloPay Card Top-up Service and/or on-site expert support services provided to the Merchant and/or the Event Organiser for the personnel provided by HelloPay at the rate set forth in the Specific Contract. HelloPay will charge the fee for the personnel on an hourly and per person or fixed amount basis.

**12.7. Logistics fee**

HelloPay will charge a Logistics Fee for the delivery of the HelloPay System and Service ordered by Merchant to the location agreed upon by the Parties, at the rate set forth in the Specific Contract.

**12.8. System operation fee**

HelloPay will charge a System Operation Fee for the full on-site operation of the HelloPay System and Service at Events at the rate set forth in the Specific Contract.

**12.9. System installation fee**

HelloPay will charge a System Installation Fee for the on-site deployment of the HelloPay System at the rate set forth in the Specific Contract.

**12.10. Point system operation fee**

HelloPay will charge the Point System Operation Fee set forth in the Specific Contract for the use of the Point System provided and operated by HelloPay.

**12.11. HelloPay Card production fee**

HelloPay will charge the HelloPay Card Production Fee set forth in the Specific Contract for the production and delivery of HelloPay Cards that HelloPay has specifically produced for the Merchant and/or Event Organiser.

**12.12. HelloPay Card Fee**

HelloPay will charge the HelloPay Card Fee set forth in the Specific Contract for HelloPay Cards transferred to Merchant and/or Event Organiser and resold by Merchant and/or Event Organiser. The amount of the HelloPay Card Fee shall be the same as the card usage fee set out in the HelloPay Card GTC, any other HelloPay Card Fee may be agreed by the Parties in the Specific Contract. The HelloPay Card GTC is available at [www.hellopay.hu](http://www.hellopay.hu).

**12.13. HelloPay Card Return Fee**

In the cases set forth in the Specific Contract, HelloPay will provide Merchant and/or Event Organiser with the HelloPay Card specified in the Specific Contract. If Merchant and/or Event Organiser fails to return the HelloPay Cards provided to it on the date specified in the Specific Contract, HelloPay will charge the HelloPay Card usage fee set forth in the HelloPay Card GTC.

**12.14. Fee for excess cash payments over cash turnover**

In the event that HelloPay requests payment of an amount in excess of the cash amount paid by the Customers for the top-up of HelloPay Cards with cash at the Event for the payment of Transaction amounts made by HelloPay Card and bank card at the POS terminals, Merchant shall pay HelloPay a separate fee at the rate set forth in the Specific Contract, determined as a percentage of such cash payment, based on HelloPay's invoice to HelloPay for such amount.

**12.15. Fee for excess transfers over bank card turnover**

In the event that HelloPay requests payment of an amount in excess of the amount of Transactions processed by bank card at the POS terminals at the Event under the Specific Contract for payment

of Transaction amounts processed by HelloPay Card and bank card at the POS terminals, Merchant shall pay HelloPay a separate fee at the rate set forth in the Specific Contract, determined as a percentage of such transfer, based on HelloPay's invoice to HelloPay for such amount.

#### **12.16. Cost bearing:**

The following costs are borne by the Merchant:

- a) the costs of setting up and operating the communication line necessary for the proper functioning of the POS terminal;
- b) the purchase of consumables (printer ribbon) necessary for the proper functioning of the POS terminal and its cost.

HelloPay is charged for the installation of the POS terminal and other items related to the operation of the HelloPay System.

#### **13. Withholding of transaction amounts**

HelloPay may, upon written notice to the Merchant, withhold the Transaction Amount due to the Merchant in settlement with the Merchant in the case of the HelloPay Service if:

- a) the Merchant has an unjustified weekly turnover at the same Payment Acceptance Point that is more than twice its average weekly turnover in the previous 3 months, or trades above the normal purchase value for the type of business, or
- b) within a 1-day period, more than 30% of the authorisation requests initiated at the Merchant's POS terminal at the same Payment Acceptance Point have been rejected (excluding rejections due to POS terminal failure), or
- c) the Merchant has had more than two unsubstantiated successful transactions with the same bank card at the same Merchant's Payment Acceptance Point within 24 hours.
- d) regardless of any complaint, for a maximum of 60 days from the date of the Transaction, without obligation to give reasons, if HelloPay experiences a significant deviation from the average, usual traffic for a given Transaction at the given Payment Acceptance Point.

HelloPay will keep the retained funds in a separate account until the final, meritorious conclusion of the procedure and, depending on the outcome of the procedure, will transfer them to the account designated by the Merchant:

- 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 HelloPay transfer to the Merchant the amount withheld if the issuing bank's written statement regarding the Transaction indicates that the Transaction was fraudulent.

#### **14. HelloPay Service suspension**

HelloPay has the right to unilaterally suspend the HelloPay Service at the Merchant's Payment Acceptance Point or, at its option, terminate the Specific Contract immediately in the following cases:

- a) Despite two written warnings to the Merchant, circumstances giving rise to a warning have arisen again, or
- b) Despite suggestions made in a one-time face-to-face meeting between the HelloPay representative and the Merchant (or his/her representative), a new circumstance giving rise to a warning arises, or

- c) In such an event that after a one-time warning from an international card issuer regarding the use of the Payment Acceptance Point, and after the notification of the Merchant, another circumstance arises that gives reason for a new warning, or
- d) HelloPay becomes aware that Merchant has failed to comply with Merchant's obligations under clause (i) of Merchant's obligations in relation to the cash register.
- e) The Merchant is in breach of the provisions of these GTC on the secure storage of transaction data.

The maximum period of suspension is 3 months, which may be extended.

In particular, HelloPay considers the following to be a cause for warning:

- a) The number or value of transactions claimed by Cardholders or issuing banks for the same Merchant's Payment Acceptance Point in the previous 3 months exceeds 3% of the Merchant's turnover (number or value of transactions) in the same period without justification, or
- b) the Merchant has an unjustified weekly turnover (in terms of number or value of Transactions) at the same Payment Acceptance Point that is more than twice the average weekly turnover of the previous 3 months, or
- c) more than 30% of the Transactions initiated at the Merchant's POS terminals located at the same Payment Acceptance Point within a 1-day period are rejected (excluding rejections due to POS terminal or communication network failure), or
- d) More than two successful Transactions with the same bank card at the same Merchant's Payment Acceptance Point within 24 hours without justification.

HelloPay will notify the Merchant of the suspension in writing at least 72 hours before the suspension begins, in order to inform the Cardholders accordingly.

## **15. Rules for Refunds**

For HelloPay Transactions, the Refund terms are as follows:

- a) In the case of payment by bank card initiated via a POS terminal, the physical presence of the bank card used for the payment at the Merchant's payment acceptance point (shop) is required to initiate and start the refund, which means that a refund can only be initiated from a suitable POS terminal.
- b) In the case of bank card payments initiated via POS terminals, refunds can only be initiated for Transactions less than 30 days old, and no refunds can be initiated for Transactions more than 30 days old.
- c) For bank card payments initiated via POS terminals, a maximum of HUF 150 000 per POS terminal per day can be executed and reimbursed. If the daily amount to be refunded for a given Transaction would exceed this amount, no Refund can be initiated for that Transaction on that day. At the Merchant's request, this daily Refund amount may be adjusted with HelloPay's consent, which consent will be granted by HelloPay acting in its sole discretion, subject to individual assessment of the Merchant's request. HelloPay is entitled to withdraw its consent at any time, in which case, upon prior notice to Merchant, it may reset the daily refund limit to the amount set forth in this clause.

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.

HelloPay has the right to unilaterally suspend the Refund function at the Merchant's Payment Acceptance Point, with simultaneous e-mail notification to the Merchant, if the Merchant has not settled any debts owed to HelloPay from previous refunds. If the Merchant has not settled such debt

after repeated notices from HelloPay, HelloPay shall be entitled to terminate the Specific Contract unilaterally by notice of termination.

## **16. Special provisions for the HelloPay Service in case of Events**

In the case of an event, HelloPay will contract the following scheme, depending on the agreement of the parties:

- a) HelloPay only contracts with the Event Organiser for the HelloPay Service, in which case HelloPay will invoice the Event Organiser for the Transaction Amounts and pay the Transaction Amounts to the Event Organiser, in which case all fees will be paid by the Event Organiser to HelloPay. In this case, the Event Organiser shall have a contract with the Merchants selling products and services at the Event and the Event Organiser shall invoice them, and no contractual relationship shall be established between the Merchant and HelloPay in connection with the HelloPay Service.
- b) HelloPay enters into a framework agreement with the Event Organiser for the HelloPay Service, whereby HelloPay enters into a separate agreement with the Merchants selling products and services at the Event for the HelloPay Service and HelloPay invoices the Transaction amounts directly to the Merchant and the fees are paid by the Merchants to HelloPay. In this case, the Event Organiser shall have no payment obligation to HelloPay in connection with the HelloPay Service.
- c) HelloPay enters into a tripartite contract with the Event Organiser and the Merchant, under which HelloPay provides the HelloPay Service to the Merchant selling products or services at the Event, bills the Merchant directly for Transaction amounts and the Merchant pays all fees due to HelloPay under the Specific Contract, however, HelloPay shall collect from Merchant the fee due to Event Organiser for attending and participating in the Event as an intermediary service and shall invoice Merchant for such fee as an intermediary service, which fee shall then be settled by HelloPay with Event Organiser ("Handover Contract"). In this case, the Event Organiser is obliged to conclude a contract with the Merchants that includes the conditions for participation in the Event, as well as the terms of sale of products and/or services and the applicable consideration. This contract is not replaced by the tripartite agreement concluded between HelloPay, the Event Organiser, and the Merchants subject to this section.

HelloPay provides professional assistance to the Event Organiser in the preparation of the technical content of the communication and information materials for the cashless Event.

If HelloPay enters into a Specific Contract with an Event Organiser for this purpose, HelloPay will transfer all data related to the Event generated by the Merchant during the Event to the Event Organiser. HelloPay is responsible to the Event Organiser for the legality of the data transfer and for compliance with the applicable data protection rules.

The deadlines for sending the Transaction e-mail statement, the settlement of fees and the execution of the one-off transfer are also set out in the Specific Contract.

In addition to the general obligations of Merchants and Event Organisers in connection with the HelloPay Service, the Event Organiser shall perform the following specific duties:

- a) securing the venue for the Event,
- b) displaying HelloPay communication materials on the site,
- c) providing HelloPay with the information necessary for its work, accurate merchant list and company details by the date specified in the Specific Contract,
- d) assisting in the conclusion of Specific Contracts with HelloPay Merchants to the best of its ability,
- e) ensuring the cooperation of the Merchant operating the Top-up Point.



- f) in the event of any failure of the equipment and services provided by the Event Organiser (e.g. power supply), the Event Organiser shall ensure that they are repaired by its technical maintenance staff during the duration of the Event.
- g) Event Organiser is obliged to provide HelloPay with 2 photos of the Event of appropriate quality (.jpg or .png format) in order to inform HelloPay about the HelloPay System and Service in advance, 5 working days before the Event.
- h) Event Organiser is obliged to ensure that its employees, partners, subcontractors, Merchants and visitors are informed in advance about the introduction and operation of the HelloPay Card.
- i) Event Organiser is obliged to display the HelloPay Card GTC on its own communication channels (e.g. website, social media platform).

HelloPay will use the Event tickets provided to it only and exclusively by the persons assigned to it and will not sell them to third parties. Otherwise, the Event Organiser may claim compensation for any damage resulting from the abuse.

HelloPay (and its partners cooperating in the payment system) is entitled to display communication and information materials related to cashless payment at the Points of Charge and Payment Acceptance Points, and to publish posts about cashless payment related to the Event on its own and its partners' social media channels.

Payment for the sales generated at the Event will be made by bank transfer for the amount of the Card purchases and in cash for the excess (HelloPay Card purchases). The legal representative of the Event Organiser or a duly authorised agent of the Event Organiser is entitled to receive the cash portion. If EUR is accepted at the Event, HelloPay shall transfer 50% of the HelloPay Card top-ups in EUR in EUR and 50% in HUF, calculated at the exchange rate agreed upon by the Parties in advance. The Event Organiser may request a different percentage of payment upon signing the Specific Contract by making a declaration to this effect, in which case the Event Organiser shall be obliged to pay the fees indicated in the Specific Contract.

If the central payment system of the HelloPay Service is down, the Event Organiser and HelloPay's delegated employees (or the managing officers) shall hold a crisis meeting (in person or by telephone) within 30 minutes, in which they shall jointly decide on the temporary introduction of cash acceptance. A written record of the discussions at the crisis meeting will be prepared and mutually agreed by the Parties.

## **17. HelloPay logo**

The copyright in the software and system operating procedures used by HelloPay to operate the system belongs exclusively to HelloPay. The individual, original parts or specifications of the software and the system operating procedures may be used in whole or in part only by HelloPay and may not be alienated by Merchant in whole or in part. The Parties shall agree separately on the right of use that HelloPay may grant, with the understanding that Merchant shall not be entitled to transfer this right to a third party or to establish any further right of use for it.

The Merchant agrees to display the HelloPay logo in a prominent place at the Payment Acceptance Point, providing a link to the HelloPay Website, without additional charge. Merchant will provide HelloPay with this option for as long as the Specific Contract between the Parties remains in effect or HelloPay does not request in writing to terminate this option. The Merchant acknowledges that it may not use the logo for any other purpose or display it in any place other than the Payment Acceptance Point, unless it has entered into a separate agreement with HelloPay to do so.

The HelloPay logo is protected by trademark and copyright, therefore the Merchant may use the HelloPay logo only in the manner, for the duration and for the purpose specified in these GTC, any use

other than as provided in these GTC may constitute trademark infringement or copyright infringement and may result in adverse legal consequences.

HelloPay has the right to monitor Merchant's use of the HelloPay logo at any time and may prohibit the use of the logo in violation of the terms and conditions of these GTC and take legal action against Merchant.

The Merchant is required to display the HelloPay logo in a clearly visible manner: 

Merchant may only use and display the HelloPay logo provided by HelloPay to Merchant and only on its own website, Payment Acceptance Website, and may not change or modify it except for the size.

## **18. Copyright in connection with the HelloPay Service and System**

The HelloPay Software and the Merchant HelloPay Software, including their source code, object code and documentation, are the exclusive property of HelloPay and HelloPay owns all copyrights and intellectual property rights in them exclusively. Merchant has no license, copyright or other rights in or to the HelloPay Software or Merchant HelloPay Software.

The Merchant is not entitled to know, use, modify or revise the source code of the Merchant HelloPay Software.

Merchant shall not be entitled to any other use of the Merchant HelloPay Software beyond the scope and extent of these GTC.

HelloPay will only provide maintenance, bug fixes and support for the original Merchant HelloPay Software provided to Merchant, if Merchant makes any modifications to the Merchant HelloPay Software, HelloPay will cease to provide maintenance, support or bug fixes for the Merchant HelloPay Software and HelloPay will not be liable for any errors in such modified software or any damage to Merchant's data or assets caused by the modified software.

HelloPay does not guarantee that HelloPay and the Merchant HelloPay Software are error-free.

The Merchant is only ever entitled to use the version of the Merchant HelloPay Software specified by HelloPay with the configuration specified by HelloPay.

Merchant shall not be entitled to sublicense, transfer or assign the right to use or assign to any third party any or all of its rights under these GTC.

The Merchant is not entitled to distribute, publish or make available to third parties the Merchant HelloPay Software or any of its components, including the software documentation.

## **19. Confidentiality**

Each party shall treat as confidential and keep secret any facts, data and information relating to the other party, its business and customers, which come to its knowledge in the course of the performance of these GTC and the Specific Contract. In the event of a breach of confidentiality, the party in breach of the Specific Contract shall be fully liable for damages. Merchant shall extend this confidentiality obligation to its own employees.

The Merchant undertakes to keep confidential any information which comes to its knowledge, directly or indirectly, in any form whatsoever, in connection with this contract or in the course of its performance. The confidentiality obligation extends in particular to information relating to the parties, the HelloPay System, the operation, existing or planned activities of the parties, the services

or products provided, to be provided or planned to be provided by the parties to each other, the related procurement, development, information systems, process methods, intellectual property, the technical information relating to these, financial, economic, economic, technical, organisational, pricing techniques and principles, customer base, accounting, human resources management, marketing, sales and consumption data and statistics, personnel, business and technical plans, strategy, business systems, trade secrets, know-how, any information which the Merchant may have obtained (hereinafter referred to as: **Information**).

Merchant shall, during the term of the Specific Contract and after its termination, treat as trade secrets, without time limitation, depending on the nature of the data or information, all data and information relating to the person who makes a purchase at the Payment Acceptance Point to which the provisions of this agreement relating to Information apply, and shall treat them as lawful. Any breach of this obligation shall be considered a serious breach of contract. Merchant shall be fully liable for any damages caused to HelloPay, the credit institution operating the Authorisation centre or to Customer by breach of this obligation.

The Merchant may not make copies or extracts of the Information or any documents containing the Information, nor may the Merchant modify, alter in any way, disclose, make available, transmit or communicate the Information in any form or for any purpose to any third party.

The Merchant will disclose the Information only to designated personnel, employees and third parties involved in the performance of the contract and only to the extent that they are entitled to know the Information and that it is absolutely necessary for the performance of the contract.

This confidentiality obligation also extends to the preparation and publication of any lecture, paper, study, scientific work, literature, scientific or other journal article on a subject related to the Information, which Merchant may do only with the prior written consent of HelloPay.

The Merchant may disclose the Information to third parties, not including third parties assisting in the performance, only when and to the extent that the Merchant is required to do so by law or by a final court decision.

Merchant shall notify HelloPay immediately if it becomes aware of any unauthorised use, disclosure or dissemination of any Information or that any Information has been disclosed to an unauthorised third party. Merchant shall cooperate with HelloPay in all reasonable efforts to prevent any unauthorised use or dissemination.

The obligation of confidentiality also applies to employees employed by the Merchant, persons engaged by the Merchant for the performance of this contract, persons who have a contract of agency, contractor, other employment relationship or any other civil law relationship with the Merchant, the Merchant's management officers and any company in which they have a membership interest or a management interest.

The Merchant shall remain bound by the confidentiality obligation under this agreement to the extent and for the duration of the termination of the Specific Contract.

HelloPay is entitled to provide its parent company, OTP Mobil, and the Bank 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 has the intention to enter into a contract, by notifying HelloPay of the intention, for the purpose of comparison with the Merchant data in its own portfolio, in order to exploit synergies of sales cooperation opportunities within the banking group:

- a) In case of a legal person Merchant: company name, registered office, tax number, company registration number, the fact and content of the existing Specific Contract with HelloPay and the intention to conclude a Specific Contract.
- b) In the case of a sole trader Merchant: name, address, tax number, registration number, the fact and content of the existing Specific Contract with HelloPay and the intention to conclude an Specific Contract.

## **20. General provisions applicable in the event of termination and expiry of the Specific Contract**

In the event of termination or expiry of the Specific Contract for any reason, these GTC shall also cease to apply to the legal relationship between the Parties.

The termination of the Specific Contract for any reason shall not affect the obligations of the Parties in relation to Transactions entered into prior to the termination of the Specific Contract or any remaining obligations after the termination of the Specific Contract. Furthermore, in the event of termination or expiry of the Specific Contract, the Parties shall settle with each other within 15 days of the date of termination or expiry any Transactions not yet settled or pending at the date of termination or expiry.

The Merchant shall ensure that no further Transactions may be initiated from the Payment Acceptance Point from the date of termination of the Specific Contract. Settlement of Transactions completed prior to the termination date but not yet paid will be made by HelloPay regardless of the termination of the Specific Contract.

Merchant shall comply with any subsequent payment obligations to HelloPay within the limitation period within 8 days of HelloPay's notification.

In the event of termination of the Specific Contract for any reason or for any reason whatsoever, Merchant shall immediately remove any signage indicating the use of the HelloPay System from the Payment Acceptance Point. Merchant shall be liable to HelloPay for such damages and shall reimburse HelloPay for any costs, fees and damages incurred in connection with Merchant's failure to remove, or incomplete and/or delayed removal of, the HelloPay System application signs from the Payment Acceptance Point.

## **21. Termination**

Either Party may terminate the Permanent Establishment Specific Contract of indefinite duration at any time by giving 30 days' notice in writing to the other Party without giving any reason.

HelloPay has the right to terminate the Specific Contract for Permanent Establishment concluded for a limited period of time without giving any reason by giving 30 days' notice. The Merchant/Event Organiser is not entitled to terminate the Specific Contract for a Permanent Establishment and Event for a limited period unilaterally without giving any reason. If it does so, it is obliged to pay HelloPay a penalty fee for the remaining period of the fixed term, the amount of which is the System Usage Fee payable by the Merchant for the remaining period of the fixed term in the case of a Permanent Establishment, and the amount of which is the System Usage Fee, the Logistics Fee, the Staff Fee payable for the remaining period of the Event in the case of an Event.

The existence, amount and due date of the Merchant's debts to HelloPay shall be determined by HelloPay's records.

## **22. Termination with immediate effect**

In the event of a serious breach by either Party, the other Party shall be entitled to terminate the Specific Contract with immediate effect by giving notice to the Party in breach.

In particular, a serious breach of contract giving rise to immediate termination shall be deemed to have occurred if:

- a) the Merchant is in serious breach of any material obligation contained in the Specific Contract and/or in documents forming an integral part thereof and/or in these GTC;
- b) Merchant causes the malfunction of the HelloPay Service or fails to make the changes necessary to correct the malfunction as recommended by HelloPay within three (3) days of receipt of HelloPay's recommendations for correction;
- c) Merchant violates HelloPay's business reputation in connection with its activities related to the HelloPay Service,
- d) there are reasonable grounds to suspect that any Card Data or Merchant Abuse has occurred as a result of the Merchant's unlawful and/or negligent conduct;
- e) the proportion of the Transactions complained of and/or abused in the month in question exceeds 10 per cent of the Merchant's turnover (in number or value) in the preceding month's Settlement Period and, due to the Merchant's commercial activity, negligent and/or unlawful conduct, it is likely that this proportion will continue to develop in a similar way in the future;
- f) HelloPay fails to settle the Transactions within 14 days after the Settlement Period, except as provided in the Specific Contract or these GTC, despite a written request by Merchant within 7 days.
- g) the HelloPay System will not be operational for a period exceeding 7 days for reasons attributable to HelloPay without written notice to Merchant at least 24 hours prior to the HelloPay System being down.
- h) any cause, conduct or event which is considered by law, these GTC or the Specific Contract to be a serious breach of contract or which, if committed, gives either party the right to terminate the contract with immediate effect.

HelloPay shall be entitled to terminate the Specific Contract with immediate effect if an event or a series of events occurs which, in HelloPay's opinion, may affect Merchant's ability or willingness to comply with its obligations under the Specific Contract and/or the GTC or the law, including, without limitation, its payment obligations.

HelloPay has the right to terminate the Specific Contract with immediate effect if requested to do so by an International Card Company and/or the credit institution operating the Authorisation Centre.

Any breach by Merchant of its obligations under the GTC and any breach of confidentiality under the GTC shall constitute a serious breach of contract and HelloPay may terminate the Specific Contract with immediate effect.

HelloPay has the right to terminate the Specific Contract with immediate effect if the Merchant does not notify HelloPay in writing within 15 days of the change of the scope of its activities or the scope of the products/services sold, or if the targeted scope of activities is not compatible with HelloPay's business objectives.

HelloPay has the right to terminate the Specific Contract in writing with immediate effect upon the proposal, request or indication of any of the banks and organisations protecting the community of Customers (e.g. the National Bank of Hungary, the National Tax and Customs Administration, International Card Companies).

In the event of a breach of contract by Merchant, Merchant shall compensate HelloPay for all damages, including consequential, incidental, indirect, direct, punitive, lost profits, reasonable attorneys' fees, reasonable costs necessary to remedy or mitigate the damages, all such damages being deemed foreseeable at the time the Specific Contract was signed and the conduct of the tortfeasor was engaged in.

Merchant shall not be entitled to assert any claim against HelloPay against any officer of HelloPay either individually or jointly and severally with HelloPay. HelloPay's senior officer may validly invoke this limitation of liability.

HelloPay expressly excludes its liability for damages for breach of contract and extra-contractual damages against Merchant for consequential, indirect, lost revenue, lost profits, legal and attorneys' fees, punitive damages, damage awards, non-pecuniary damages, general damages and any damages that are not direct, incidental damages. HelloPay's liability for damages, subject to this limitation, is limited in the aggregate to a maximum of USD 500,000.00 per year per Merchant.

### **23. Mutual agreement**

The Specific Contracting Parties agree that they may terminate the Specific Contract by mutual written agreement at any time at the initiative of either Party.

### **24. Use of contributors, data processing, data protection, liability**

The Merchant acknowledges that HelloPay uses a third party for the authorisation and execution of Transactions, which is considered a contributor of HelloPay. HelloPay is liable for the actions of the contributor as if it had acted on its own.

HelloPay is entitled to place the Merchant's data on a block list determined by the International Card Companies and HelloPay in accordance with the rules of the International Card Companies, if the Merchant's data is damaged by any abuse, other misuse, misconduct of the Merchant's employees, fraudulent Transactions, prohibited data provision or prohibited data processing by any of the Parties participating in the HelloPay Service, which damage is caused by the Merchant's misconduct.

The Merchant undertakes to establish a data protection and data management policy and procedure to ensure adequate data security and to monitor compliance with it on an annual basis.

The Merchant agrees that telephone conversations with HelloPay may be recorded by HelloPay and used in the event of a dispute.

In the case of a telephone conversation between the Merchant and HelloPay, the conversation with the HelloPay representative and the displayed caller ID are recorded. The person acting on behalf of the Merchant gives their consent to the recording by continuing the call after being informed at the beginning of the conversation. The recorded call -if it can be unequivocally identified - will be made available to the Merchant upon written request within a maximum of 30 days from the submission of the request. The audio recordings are retained for one year.

The Merchant undertakes not to collect or store Card Data in any form. If HelloPay suffers a financial loss, which can be proven to have resulted from duplication of Transactions at the Payment Acceptance Point, fraudulent Transaction, unauthorised data provision, unauthorised data acquisition (e.g. card data or PIN code request), Merchant shall be liable for damages for the loss suffered by HelloPay. The fact of data acquisition at the Payment Acceptance Point shall be deemed proven by the Parties if the Payment Acceptance Point can be established as the only common point by comparing the traffic data of the Cards used to execute fraudulent Transactions.

## 25. Provisions on data processing

Pursuant to Article 28 of the GDPR, the Merchant as data controller and HelloPay as data processor hereby set out the provisions on the data processing relationship in relation to the HelloPay System and Service.

HelloPay informs Merchant that it uses the following financial institutions to provide the HelloPay Service:

Title	Activity carried out
OTP Bank Plc. (1051 Budapest, Nádor u. 16.)	authorising payment transactions, fraud monitoring and fraud prevention, handling chargeback requests and customer complaints

HelloPay, acting in its sole discretion, is free to decide, subject to the rules for the use of a sub-processor set out below, when, which of the above financial institutions, which Merchant, which Transaction, which financial institution to use for the provision of the HelloPay Service.

The Merchant is a data controller for its online sales of goods and services and for the payment of its fees, and as such, processes the personal data of Customers relating to their purchases, including Transaction Data.

HelloPay, by providing the HelloPay Service to Merchant, is deemed to be Merchant's data processor with respect to the Transaction Data of Customers provided by Merchant to HelloPay in connection with the purchase.

HelloPay undertakes to perform the data processing tasks and fulfil the obligations of the data processor as part of the HelloPay Service as required by the GDPR.

The Merchant, as the data controller, is obliged to inform Customers who purchase at the Payment Acceptance Point about the processing of data related to payments through the HelloPay Service in its data processing notice in accordance with the GDPR and is obliged to process these data in accordance with the GDPR.

### 25.1. Scope of the data processed, categories of data subjects, nature and purposes of the processing

HelloPay as a data processor processes the following categories of data:

Nature and purpose of the data processing activity carried out	Data subject category	Processed data category
Payment Transaction processing, tracking and recording in HelloPay Service	Customer paying at the Merchant's or Event Organiser's Payment Acceptance Point via the HelloPay Service using a POS terminal	Transaction amount
		Transaction date and time, transaction ID
		The masked/truncated card number of the card used for payment at the Merchant via HelloPay Service
		For WeChatPay Payments: no Customer data is processed

	An employee Merchant, if they log into the HelloPay POS terminal using the code associated with their profile on the HelloPay POS terminal, or if they assign their own identifier code provided by HelloPay to their profile in the HelloPay System integrated Hospitality System	Merchant's employee's identifier code
Payment Transaction Authorisation in HelloPay Service	Customer paying at the Merchant's or Event Organiser's Payment Acceptance Point via the HelloPay Service using a POS terminal	Transaction amount
		Transaction date and time, transaction ID
		Card details used to pay at the Merchant through the HelloPay Service: number
Monitoring and prevention of payment fraud in HelloPay, Chargeback claim and customer complaint handling	Customer paying at the Merchant's or Event Organiser's Payment Acceptance Point via the HelloPay Service using a POS terminal	Transaction amount
		Transaction date and time, transaction ID
		Data on the document certifying the receipt by the Customer of the goods ordered by the Customer
		Data indicated in the certificate of use of the service by the customer

The data processing performed by HelloPay as a sub-processor covers the recording, storage, transfer to an Authorisation Partner and deletion of the above personal data.

## 25.2. Duration of data processing

HelloPay will perform the above data processing activities during the term of the Specific Contract until the termination of the HelloPay Agreement.

## 25.3. HelloPay's rights and obligations as a data processor

### Use of sub-processor

By signing this agreement and the Specific Contract, Merchant grants HelloPay a general authorisation to use a sub-processor. If HelloPay uses a sub-processor under this general authorisation, it shall inform Merchant at the same time of the identity of the sub-processor used and if it replaces its sub-processor. The Merchant shall be entitled to object to the sub-processor used. In this case, the Merchant shall not be entitled to use the sub-processor. The Parties shall not lay down any formal criteria for such objections, which the Merchant shall be free to make, subject to the rules on communication set out in this contract.



HelloPay uses the following sub-processors to authorise payment transactions and to monitor and prevent fraud:

- **OTP Bank Nyrt.** (1051 Budapest, Nádor u. 16., cg. 01-10-041585)

HelloPay is obliged to enter into a written data processing contract with the sub-processors it uses, in accordance with the provisions of the GDPR.

HelloPay is responsible for the sub-processor it uses as if it were performing the sub-processing activity itself. HelloPay shall be liable to the merchant for any breach of law, breach of contract and any default of the sub-processor.

HelloPay is only entitled to use a sub-processor that complies with the provisions of the GDPR and these GTC applicable to data processors, in particular, but not limited to, data security requirements.

### **The Merchant's right to instruct as data controller**

HelloPay acknowledges and expressly agrees that it is entitled to perform its data processing activities under this agreement only and exclusively on the basis of the instructions of the Merchant and this agreement. HelloPay shall not be entitled to dispose of the data concerned by the processing independently and at its own discretion, nor shall it be entitled to delete, alter, combine, use or in any way process the data without the instruction of Merchant, nor shall it be entitled to determine the purposes and means of the processing, only Merchant shall be entitled to do so.

HelloPay may process the above data and only for the purposes set out therein.

If HelloPay breaches this obligation, HelloPay will be considered the data controller and will be liable to the data subjects individually.

The Merchant instructs HelloPay to ensure the security of data processing in the course of the processing of data in the course of providing the HelloPay Service and to take the necessary technical and organisational measures to this end in accordance with the GDPR and to select the hardware and software tools used for data processing accordingly.

### **Confidentiality**

HelloPay undertakes to maintain the confidentiality of the Customer's personal data processed in the course of its processing activities for its employees, agents, agents' assistants, and senior management.

### **Ensuring data security**

HelloPay undertakes to take into account the state of the art and the cost of implementation, as well as the nature, scope, context and purposes of the processing and the rights and freedoms of natural persons, taking into account the risks of varying likelihood and severity of the risks, and to use appropriate technical and organisational measures throughout the entire range of its processing activities and to assist the Controller, to the fullest extent possible, in fulfilling its obligations to the data subjects in relation to the exercise of their rights of self-determination.

HelloPay shall take appropriate measures to protect the data against unauthorised or unlawful access, alteration, transmission, disclosure, loss, deletion or destruction, as well as against

accidental destruction, alteration and damage, and against inaccessibility due to changes in the technology used.

HelloPay shall process the data using the level of data security in accordance with current industry best practice, GDPR, applicable Hungarian law, this agreement and any other data protection and data security legislation.

In the event of data loss for any reason, HelloPay will restore the data free of charge. If the loss of data is solely due to the Merchant's fault, HelloPay may charge a fee for the restoration of the data up to the amount of the justified costs incurred by HelloPay in this connection.

HelloPay shall also assist Merchant in fulfilling its data security obligations and shall provide Merchant with the necessary information available to HelloPay within 5 business days in writing, including by e-mail.

#### **Assistance in the exercise of rights of access**

HelloPay is obliged to ensure the exercise of the data subject's rights (e.g. restriction, rectification, access, deletion, data portability, etc.) in accordance with the applicable data protection rules without any additional remuneration to the Merchant and to assist the Merchant with appropriate organisational and technical measures in responding to requests related to the exercise of the data subject's rights. HelloPay shall comply with the data subject's requests communicated by Merchant and Merchant's related questions and requests within a maximum of 5 business days and shall cooperate with Merchant without delay in responding to the data subject's requests.

If the Merchant orders in writing the rectification, erasure, destruction, restriction of data processing or data portability, HelloPay shall carry out such rectification, erasure, destruction, restriction of data processing or data portability without undue delay, but no later than within 5 business days, as requested by the Merchant, and shall also implement such instructions of the Merchant with the sub-processors used and inform the sub-processors of such instructions.

#### **HelloPay's obligations regarding data breaches**

HelloPay is obliged to assist the Merchant as data controller in the event of a data breach in fulfilling its obligations as data controller in relation to the handling of the data breach. HelloPay shall notify Merchant of a data breach that occurs at its premises without undue delay, but no later than 48 hours after becoming aware of the data breach, and shall inform Merchant of the nature of the data breach, the categories and number of persons affected by the data breach, and the categories and number of data affected by the data breach, the name and contact details of the Data Protection Officer, if any, the likely consequences of the personal data breach, the measures taken or envisaged by the Processor to remedy the personal data breach, including measures taken to mitigate any adverse consequences of the personal data breach.

#### **HelloPay's obligations regarding the data protection impact assessment**

HelloPay is obliged to assist Merchant in any data protection impact assessment that Merchant may be required to conduct and is obliged to provide Merchant with the necessary information available to HelloPay in writing, including by e-mail, within 5 business days. Within the scope of this obligation, HelloPay shall, upon Merchant's request, provide Merchant with the information necessary to assess the impact of HelloPay's processing within the time and in the manner set forth above.

### **HelloPay's obligations regarding prior consultation**

HelloPay shall also assist the Merchant in any consultation with the data protection supervisory authority and shall provide the Data Controller with the necessary information available to HelloPay within 5 working days in writing, including by e-mail.

### **HelloPay's obligations regarding data protection audits and on-site investigations**

HelloPay shall provide Merchant, within 5 business days of receipt of such request, with all information necessary to verify compliance with the GDPR obligations for data processors and to enable and facilitate audits, including on-site inspections, by Merchant or other auditors engaged by Merchant.

### **HelloPay's obligations upon termination of the Specific Contract or data processing**

HelloPay undertakes to transfer to Merchant all personal data processed by it under this agreement without undue delay, but no later than within 5 business days, in the manner determined by HelloPay, and to delete all data processed by it, and in the case of physical media, to return them to Merchant and delete any copies held by it at the same time, upon completion of the provision of the data processing service under this agreement or upon termination of this agreement. HelloPay's obligation to delete data does not apply to data whose storage is required by Hungarian or European Union law, nor to data that HelloPay processes in its capacity as data controller.

### **HelloPay's obligation to keep records**

HelloPay undertakes to keep a record of all data processing activities carried out under its responsibility in accordance with Article 30 of the GDPR, in full and complete compliance with the criteria set out in Article 30 (2) (a) to (d) of the GDPR. HelloPay declares that it is aware that, under the applicable legislation, it is solely responsible for any failure or breach of its obligations to keep records.

### **HelloPay's Data Protection Officer**

HelloPay undertakes that if the appointment of a data protection officer is mandatory under the GDPR and the applicable Hungarian legislation, it will comply with this obligation and notify the Merchant of the name and contact details of the data protection officer and any changes to his/her person or data within 5 working days.

### **HelloPay's responsibility as a data processor**

HelloPay acknowledges and expressly accepts that it is responsible for the activities of its own data processors and the activities of any sub-processors it uses.

## **26. Customer service**

The Merchant shall handle Customer complaints regarding the services or goods provided by it in accordance with its own policies.

HelloPay will handle Customer complaints regarding the HelloPay System in accordance with its own policies.

## **27. Miscellaneous provisions**

By accepting these GTC and entering into the Specific Contract, Merchant grants HelloPay permission to use, display, and exhibit Merchant's copyrighted or trademarked logo, trade name, other textual or graphic designation solely for reference purposes, whether on the Internet or in offline print. HelloPay is entitled to assign the licence to use the logo or the sign to a third party within the OTP Group. HelloPay may only use as a reference a sign, logo or name that has been provided to HelloPay by the Merchant or that has been approved by the Merchant. The Merchant warrants that it has all rights necessary for the above-mentioned licence to use the logo or sign provided to HelloPay or approved by the Merchant, and that no third party has any rights or legitimate claims in connection with the logo or sign which would restrict, hinder or exclude the use of the logo or sign by HelloPay for the above-mentioned purpose. If any third party asserts such a claim against HelloPay, Merchant shall promptly and directly satisfy such claim in full and indemnify HelloPay in full and hold HelloPay harmless in full.

If any provision of this agreement is or becomes invalid or unenforceable, that provision shall not affect the remaining provisions of this agreement.

The Parties stipulate that the GTC and the Specific Contract together with the annexes thereto constitute the entire agreement between the Parties and supersede all negotiations, correspondence and agreements on the same subject matter between the Parties prior to the conclusion of the Specific Contract.

The Parties shall notify each other in writing of their notifications relating to this agreement. Delivery by hand if acknowledged, delivery by courier, delivery by registered post with acknowledgement of receipt and delivery by electronic mail shall be deemed to be in writing if acknowledged by the addressee. With regard to notifications concerning amendments, termination of the Specific Contract, claims of the Parties against each other, the Parties shall not accept notification by e-mail.

The notice shall be deemed to have been served on the fifth (5th) business day following the date of certified mailing if it is sent by registered mail to the addressee's registered office or to the address provided by the addressee in the Specific Contract or to the address of the addressee notified in writing to the other party or by electronic mail to the addressee's e-mail address provided in the Specific Contract.

The Parties expressly agree that a notice sent by return receipt post shall be deemed to have been served even if it is returned by the addressee with the words "not contacted", "not accepted", "unknown" or "moved" or any other equivalent indication, if it is sent to the address of the registered office of the other Party or to the address of the addressee notified in writing to the other Party.

The parties shall designate the persons authorised to act as contact persons in the Specific Contract. Either Party shall notify the other Party of any change in the contact persons and contact details within 15 days of becoming aware of the change or of the change occurring.

Unless proved otherwise, the notice shall be deemed to have been served on and read by the other Party on the following dates:

- a) 5 days from the date of dispatch if delivered by courier;
- b) 7 days from the date of dispatch for delivery abroad by airmail;
- c) in the case of sending by e-mail, by 24:00 on the 2nd working day following the day on which the message was sent,
- d) in the case of delivery by post, on the date indicated on the return receipt in the case of a letter sent by registered post, or, in the absence of such date, on the 5th working day after posting.

Delay and breach of contract do not constitute default and the 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 cases 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, if 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 of using the route;
- c) import and export bans, currency restrictions, embargoes, boycotts;
- d) a serious malfunction that occurs in either Party in a manner that is beyond the Party's control, beyond its ability to control, and unforeseeable, including downtime caused by malicious computer viruses and other malware.

If the force majeure situation would delay the implementation of the Specific Contract for more than 20 days, the Parties shall negotiate the necessary amendments to the Specific Contract. If these negotiations do not lead to a result within 10 days, the Specific Contract shall be terminated without further legal declaration for reasons of impossibility of performance and the Parties shall be obliged to settle accounts with each other.

In the event of termination or cancellation of the Specific Contract for any reason, the Parties shall settle their accounts with each other within 30 days of termination of the Specific Contract.

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

The law of Hungary shall apply to this contract. Any disputes arising out of this contract shall be settled amicably and out of court. If no settlement is reached between them within 30 days of the dispute arising, the Hungarian courts and authorities shall have exclusive jurisdiction.

Any Annexes shall form an integral part of the GTC and the Specific Contract.

## **28. Anti-corruption provisions**

For the purposes of this chapter:

**Bank Group:** The aggregate of enterprises that consists of OTP Bank Nyrt., its subsidiaries, and all enterprises in which OTP Bank Nyrt. or its subsidiary has controlling influence or ownership interest, as defined by Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises (the "Hpt.").

**Anti-corruption laws :** Any applicable jurisdiction's laws regarding bribery, corruption, or money laundering, as well as any binding regulatory, judicial, or administrative decisions or orders in force, including but not limited to (a) the United Nations Convention Against Corruption (Act CXXXIV of 2005), (b) the Treaty on the Functioning of the European Union, (c) the Treaty on European Union, Article K.3(2)(c), regarding the fight against corruption involving officials of the European Communities and the Member States of the European Union, (d) Council Framework Decision (July 22, 2003) on the fight against corruption in the private sector, (e) Council Decision (2008/852/IB) of October 24, 2008, on an anti-corruption contact network, (f) Act C of 2012 on the Criminal Code, (g) Act XXV of 2023 on complaints, public interest disclosures, and rules related to the reporting of misconduct, or the relevant provisions of any laws replacing the aforementioned laws as they are in force.

**Anti-corruption politics** : the anti-corruption policy of OTP Bank Nyrt. that is available on OTP Bank Nyrt.'s website: [https://www.otpbank.hu/static/portal/sw/file/Korruptioellenes\\_Politika.pdf](https://www.otpbank.hu/static/portal/sw/file/Korruptioellenes_Politika.pdf), and what is applicable to HelloPay as a subsidiary of OTP Bank Nyrt.

**Public functionary** : (a) an officer, official, or employee of any government or any of its ministries, government bodies, authorities, or organizations assisting its work (legislative, administrative, and judicial bodies); (b) an officer, official, or employee of a regional government authority; (c) an officer, official, or employee of international public organizations; (d) a person acting in an official capacity or performing a public function on behalf of or for the benefit of a government, ministry, government body, authority, or organization assisting its work, a regional government authority, or an international public organization; (e) officials of political parties (or the political party itself); (f) candidates for government office; (g) officials of international organizations (e.g., the United Nations or the World Bank); (h) persons who hold official positions with functional powers but are not actually employed by the relevant government; (i) consultants and special advisors to governments or public officials; and (j) officers and employees of state-owned companies and institutions (also those operating on a commercial basis), including but not limited to hospitals, healthcare facilities, and universities.

The Merchant and Event Organiser hereby state that they are familiar with, comply with, and fulfill the obligations set forth in the Anti-corruption Policy and the Anti-corruption laws, ensure that their employees adhere to them, and strive to ensure that their business partners comply as well.

The Merchant and Event Organiser is obligated to immediately notify HelloPay of the indictment against Merchant and Event Organiser or their executive officers for violating the Anti-corruption laws.

The Merchant and Event Organiser commits to:

- a) That neither HelloPay nor any member of the Bank Group will use any amounts paid to them or any other compensation for purposes that violate the Anti-corruption laws;
- b) does not make, and does not allow anyone else to make, any direct or indirect offer, nor do they provide, or allow anyone else to provide, any compensation, payment, or other disbursement to a public functionary with the aim of influencing a decision made by a public functionary or securing such a decision;
- c) Upon a written request from HelloPay, they will provide clarification within 5 days regarding the use of any compensation received from any member of the Bank Group and any other payments made under any other legal title.

HelloPay is entitled to terminate the Contract with immediate effect, if the Merchant of the Event Organiser's declaration under the anti-corruption provisions of the Contract, made at the time of execution or during the term of the contract with HelloPay, is at any time (a) incorrect, (b) false, or (c) misleading, as well as if the Merchant or Event Organiser fails to fulfill any obligation set forth in the anti-corruption provisions of the Contract.

(end of document)

## Annex 1

### TERMINAL DAMAGES AND COMPENSATION AMOUNTS

Damaged Item / Damage description	Amount of compensation
Terminal - Alert Irruption	HUF 55 000
Terminal - device damage without Alert Irruption	HUF 45 000
Terminal power cable damage	HUF 5 000
Terminal adapter damage	HUF 8 000
IWL charger base	HUF 25 000
Proof printer cover	HUF 10 000
Card reader - IST & IPP	HUF 42 000
Damaged client monitor tablet	HUF 100 000
Customer monitor skeleton	HUF 45 000
Customer monitor cable damage	HUF 12 000
Customer Monitor - Microtik damage	HUF 70 000
Terminal not returned	HUF 250 000
Other damage	Ad hoc assessment

The determination of the terminal compensation amounts within the compensation limit is at HelloPay's sole discretion, so the compensation amount may differ from the above by separate written notice.