OTP Mobil Kft. – English User Information Notice

OTP MOBILE LTD. GENERAL USER INFORMATION NOTICE REGARDING THE GENERAL TERMS OF USE OF SIMPLEPAY SERVICE

Effective from 29 January 2024

1. AIM OF THE USER INFORMATION NOTICE

The aim of the present User Information Notice is to to explain the operation of the SimplePay Service to SimplaPay Users, which are applicable when the User as Customer pays the price of the purchase through the SimplePay Services to the Merchant in the webshop of a Merchant contracted for the use of the SimplePay System with Simple.

2. GENERAL DATA

The operator of the SimplePay System and provider of the SimplePay Service is OTP Mobile Service Limited Liability Company (OTP Mobile Ltd., hereinafter referred to as: Simple). Public company data of OTP Mobile Ltd.: Seat: 1138 Budapest, Váci út 135-139. B. ép. 5. em. Reg. No.: 01-09-174466 Registry Court: Court of Registration of the Metropolitan Court Tax No.: 24386106-2-44 Represented by: Péter Benyó managing director individually Bank account No.: 11794008-20543226- 00000000 OTP Bank

3. DEFINITIONS

- Authorization: the electronic request for authorization in course of a Card payment where the bank issued the Card shall authorize or refuse the transaction.
- User: the person who purchases a product or uses a service of the Merchant and pays the offset thereof through SimplePay Service - pending on the payment method – by Card or by bank transfer.
- User abuse: the use of the Simple service by the User in such a way that is a violation of the applicable laws, the International card companies regulations, which conflicts with the Merchant Contract or with the present User Information Notice or the circumvention of the rules thereof.
- Payment acceptor: commercial complex generated on the Internet that is an individual online business operating on its own website, from the platform of which the SimplePay System is available.
- Payment confirmation/receipt: electronic Transactional confirmation sent to the User proceed to the purchase, which includes: o the amount of Transaction o the currency of Transaction o the individual Simple Transaction ID o the date of Transaction.
- Cfa: The Act CCXXXVII of 2013 on the credit institutions and financial institutions.
- Card: web card, magnetic stripe and/or chip bank card issued by the credit institutions.
- Card data: data of the Card which are required for the purchase on the Internet, commonly these are the bank card number, name indicated on the bankcard, expiration date, and in case of CVV2/CVC2/CID3 or 4 digit verification code.
- Abuse of the Card data: the use of the Card data which infringes the laws applicable to the use of the Card, the contract concluded between the Card Issuer and the Card Holder, any provisions of the regulations of the Card Issuer or the International Card company related to the use of the Card, apart from the fact that who commits the infringement, whether any damages occurs in course of the infringement or the infringement may be a criminal offence according to the laws of a state.
- Card Issuer: credit institution which undertakes to ensure the use of the Card for the Card Holder in a contract concluded with the Card Holder.
- Card Holder: private or legal person for whom the Card Issuer undertakes in contract to ensure the usability of the Card.
- Merchant: business associations with legal personality or unincorporated business associations or other business organizations or persons which operate the Website and there accept the Card as a payment instrument for the payment of the offset of the purchases of products or services in such a way that they make the SimplePay System available from the Payment acceptor and by the use of the SimplePay System they enter into a contract with the Simple in the subject of the service to be provide.

- Order: the product or service selected at the Payment acceptor, the offset of which shall be purchased through the SimplePay System.
- International card companies: The international organisation to which Simple, through OTP Bank Nyrt, which accepts bank cards, is indirectly affiliated to provide its bank card payment services within the SimplePay Service. The best-known card companies are Visa International • Mastercard International • Japan Credit Bureau • UnionPay • American Express.
- Simple Application: complex online services and mobile application developed and operated by Simple in which the registered users are able to buy and use products and services the price of which they can pay via mobile payment within the mobile application and which provides new purchase experience to the users. General Terms and Conditions available on the website www.simple.hu and in the mobile application shall apply which shall be accepted during the registration process by the users. Simple Application and SimplePay Services are separate individual services which the users can use jointly or separately.
- SimplePay System: online system set-in the Payment acceptor's online platform but operating on the Simple's own server through which the Simple ensures the SimplePay Service.
- SimplePay Service: ensuring the possibility of online payment via Internet, more particularly bank card payment and payment service options specified in the present User Information Notice. Via the service the Simple ensures the online money transfer between the User and the Merchant through the SimplePay System and the safety thereof. The SimplePay Service and the SimplePay System are not payment transactional services so these services shall not require authorization from or announcement to the Hungarian National Bank (HNB) and do not fall under the Cfa.
- SimplePay website: website operated by Simple which can be obtained at (URL) www.simplepay.hu and/or www.simplepartner.hu.
- SoftPOS Services: software based Point- of-Sales (POS) services ensuring bankcard payment solution in which the Buyer purchasing at a physical shop can pay the purchase price with touching with his/her PayPass ready bankcard and with digitalized bankcard available on a smart mobile device through a software solution installed on the Merchant's Mobile device.
- Simple's Customer Office: the Simple Customer Office which is available via telephone, e-mail and in the Jira Service Desk.
- Transaction: payment of the purchases of products or services effected by the User through the SimplePay System – pending on the payment method – by Card or by bank transfer.
- Website: Internet site hosting the SimplePay System, which can be obtained by the User by clicking on the "PAYMENT" button on the Payment acceptor's site.
- Refund: transferring of the total or subtotal amount of the original Transaction back to the Card Holder based on the Merchant's sign or in case of suspicion of abuse with Card data, or Merchant abuse. The Merchant initiates the Refund in every case at Simple; Simple forward the Refund request to the bank issuing the Buyer's bank card and managing the Buyer's bank account, which bank will pay the amount of the Refund to the bank account of the Buyer. Simple holds no liability for and no influence on whether the Merchant initiates the Refund, other players outside of Simple such as the acquirer bank or the Buyer's card issuer bank fulfil the Refund and if yes, in what deadline.

4. USE OF THE USER INFORMATION

By using the SimplePay Service, the User accepts the contents of the User Information. The present User Information and any modification thereof is effective from the day of its publication. The up-to-date version of the present User Information and the Privacy Policy forming annex thereof shall be published by Simple on the SimplePay website. Simple is entitled to modify unilaterally the conditions of the present User Information at any time and to publish a notice thereof. The possible modification shall enter into force simultaneously of its publication on the Website. The User acknowledges that Simple is entitled to determine at its sole discretion unilaterally which SimplePay Services and processes shall be available and operate in the SimplePay System. SimplePay Service is primarily available in Hungarian language. If Simple makes the SimplePay Service available in any other (primarily: English) language, the User Information Notice is governed by the Hungarian language version.

5. SEQUENCE OF THE USE OF THE SIMPLEPAY SERVICE

In connection with the use of the SimplePay Service Simple shall not charge any additional fee on the User. The sequence of the use of the SimplePay Service is the following:

- a) The User compiles the Order, purchase at the Payment acceptor.
- b) Clicking on the “payment” button on the online surface of the Payment acceptor the User enters to the SimplePay payment page.
- c) The User gets to the SimplePay System’s online surface which is a secure online payment surface operated by Simple where the User enters his Card data and - in case of given payment methods - his/her personal data necessary for the fulfilment of the payment with given payment method. Entering of Card data occurs in the bank’s system. If the Merchant ordered this service from Simple, the User can save its Card data for the purpose of later payments during the payment process if the User consented to it. If the Merchant ordered this service from Simple, the User, if he/she is registered with the Simple Application, can pay with his/her bankcard registered in the Simple Application in the following way:
- i. Simple account payment, which is a service available in Simple Application, where the User can pay the purchase price on the SimplePay payment page with the bankcard registered in the Simple Application. The User can initiate the Simpleaccount payment from the SimplePay payment page by clicking on the Payment with Simple account button. After that the form necessary for the log in into the Simple Application will be presented where the User can log in into the Simple Application by using Facebook account, Google account or e-mail address and password. After the log in the User enters the Simple Application and chooses one bankcard among his/her bankcards registered and stored in Simple Application which he/she wants to use for the payment; then he/she returns to the SimplePay payment page, where he/she manages the payment with the bankcard chosen.
- ii. QR code payment, which is a service available in Simple Application, where the User can pay the purchase price on the SimplePay payment page with the bankcard registered in the Simple Application. The User can initiate the QR code payment from the SimplePay payment page by clicking the QR code payment button. After that a QR code appears on the SimplePay payment page which the User can read with clicking on the QR payment button of the Simple Application. After reading the QR code the bankcards registered and stored in the Simple Application will be presented for the User and the User chooses one bankcard among them which he/she wants to use for the payment on the SimplePay payment page. The payment is managed with the bankcard chosen.
- iii. Push notification payment, which is a service available in Simple Application, where the User can pay the purchase price on the SimplePay payment page with the bankcard registered in the Simple Application. In case of push notification payment the User enters the Simple Application through push notification sent to him/her automatically or for the request of the User by Simple and he/she chooses the bankcard registered and stored in the Simple Application which he/she wants to use for payment. After that the payment will be managed with the bankcard chosen. If the User switched on the automatic push notification function in the Simple Application, Simple sends a push notification to the User automatically based on the e-mail address provided by the Merchant to Simple; and if the e-mail address provided by the Merchant checks up with the e-mail address registered in the Simple Application, the User will receive the push notification automatically. If the Merchant does not provide the User’s e-mail address to Simple, automatic push notification payment does not work. If the User did not switch on the automatic push notification function in the Simple Application, the User enters his/her e-mail address registered in the Simple Application on the SimplePay payment page by clocking on the QR code payment button and then clicks the sending push button and then he/she receives the push notification.
- d) In case of SoftPOS payment, the Buyer sets up the purchase in the Merchant’s shop and pays the purchase price with his/her PayPass ready bankcard or with his/her digitalized bankcard available on his/her smart mobile device in a way that he/she touches his/her card to the SoftPOS sensor of the Merchant’s mobile device ensuring the SoftPOS payment; if the purchase price exceeds the limit determined by the law, the Buyer must enter his/her PIN code belonging to his/her bankcard in the SoftPOS software of the Merchant’s mobile device. For the request of the Buxer the Merchant sends certification on the SoftPOS payment to the Buyer’s e-mail address.
- e) By analysis of the provided Card data, and with the assistance of the Card Issuer, the bank’s system automatically ascertains whether the used Card is suitable for concluding 3D Secure

payment transactions. Should the used Card be unsuitable for this, or should the 3D Secure service has not been activated on the Merchant's website, or should the 3D Secure service be not available in the given SimplePay payment method, the payment transaction shall automatically carry on to the phase described under point g) hereto, without any separate notification of the User.

- f) If the used Card is suitable for 3D Secure payment, then after having ascertained this suitability, the SimplePay System shall display the embedded payment interface of the Card Issuer, where – by the terms and conditions of the Card Issuer – the successful input of the authentication data (e.g. a password sent to them via SMS) by the User, and by the confirmation of this by the Card Issuer enables the payment transaction to carry on to the phase described under point h) hereto. Should the User exceed the time provided for the input of the authentication data, or should they input wrong data, then by missing authorization, the Transaction shall be rejected, as unsuccessful. Simple informs the User, that – should the used Card be suitable for it – the 3D Secure service as provided by the Card issuer is merely supported by Simple with the provision of a technical platform, with Simple bearing no liability whatsoever neither for its availability nor its operation, nor for any direct or indirect damages emerging from the above. User expressly acknowledges that any and all of their claims regarding the 3D Secure service is to be enforced directly towards the Card Issuer.
- g) Simple, by means of the Card data given by the User, forward the Transaction to the banking authorization (so called authorization). Provided that the authorization is successful, the User's Card shall be blocked/charged by the User's bank by the amount of the Order's offset.
- h) Proceed to that Simple sends a receipt via e-mail to the User about the performance of his payment obligation towards the Merchant.
- i) Simple notifies the Merchant of the performance of the Transaction, on the basis of which Merchant performs the Order.

6. USE OF THE INSTALLMENT SERVICE

Installment service: services available in the SimplePay System for the Users provided by the Card Issuer and the Card Company by which the User becomes entitled to and may obtain instalment paying possibility at the Merchant's Payment acceptor if the User pays with MasterCard bankcard, the total amount of the purchase is more than 20 000 HUF, the User has account in the Card Issuer bank to which credit limit belongs and if the Card Issuer does not prohibit or permits the Instalment services at the Payment Acceptor. The User entitled to the Instalment Services may choose on the payment surface of the SimplePay services among the possibilities offered by his/her bank managing account the following: the amount of the own contribution from the total purchase price, the amount to be paid in instalments, the number of months of payment and the amount of the monthly instalments. The User may use – on its own decision - the Instalment Services when paying for the products or services bought by him/her at the Merchant's Payment acceptor with MasterCard bankcard. Instalment Services are not available in SoftPOS payment. If the User meets the criteria of the Instalment Services based on the Card data given by the User when paying in the SimplePay Services, the Instalment Services will be offered to the User automatically. If the User uses the Instalment Services, the User shall enter the data of the Instalments in the SimplePay Services:

- amount of the own contribution
- amount to be paid in instalments
- number of months for instalments
- amount of the monthly instalment. Simple shows the different instalment constructions to the User after entering the aforementioned data on the SimplePay platform, which shall contain the following data:
- amount of the own contribution
- amount to be paid in instalments
- number of months for instalments
- amount of the monthly instalments
- amount of the first monthly instalment
- amount of the interest applied by the User's Card Issuer bank for the instalment payment
- amount of other fees applied by the User's Card Issuer bank related to the instalment payment. After that the User chooses the requested Instalment construction. Simple then will deduct the full purchase price from the User's Bankcard and pays it to the Merchant. The Card Issuer bank of the

User first discharges the amount, which the User requested for instalment payment, on the User's bankcard. After that the bank reduces the User's credit limit with this amount and the User will pay the monthly instalment payments to his/her Card issuer bank according to the conditions agreed with the Card issuer bank and set on the SimplePay portal. Simple confirms the Instalment construction chosen by the User and the successful SimplePay payment transaction to the User. The User may download the bankcard payment certificate from the SimplePay portal which shall contain the following data:

- Type of the Card
- First 4 and last 6 number of the Card number
- Time of the payment transaction
- License code of the payment transaction
- Transaction ID
- Total amount paid
- Data of the Instalment payment
- A notice that the detailed conditions of Instalment Services are available at the Card issuer bank. Simple is not a party in the Instalment Services, the contract about the Instalment Services is concluded between the User and his/her Card issuer bank, the conditions of which are available at the Card issuer bank. Simple only provides technical platform and online portal to display the Instalment Services; Simple acts as the outsourcing service provider and data processor of OTP Bank Plc. in connection with the Instalment services based on the outsourcing and data processing agreement concluded with the OTP Bank Plc. Simple is not liable for the fulfilment of the contract on Instalment services or for the behavior of the Card issuer bank against the User in any way. Simple does not take part in providing of the Instalment services and credit services. The Instalment constructions displayed in SimplePay services are determined by the Card issuer bank; Simple is not liable for the content, fee items, interest amounts indicated in the conditions. Furthermore, Simple is also not liable for which kind of Instalment construction the User chooses and whether the User fulfils it. Simple excludes its liability:
- for the content of the Instalment construction displayed in the SimplePay services,
- for the content of the Instalment conditions the User set up,
- for any inaccuracy of the data given by the User and for any mistake of the User,
- for any decision of the Card issuer bank in connection with the Instalment services including whether the User is entitled to the Instelment Services. Simple does not charge any fee for the Instalment Services and for displaying it against the User.

7. SHIPPING, FULFILLMENT OF THE ORDER

The rules applying for shipping may be different per Merchant. In connection with the fulfillment of his Orders, the User shall turn to the Merchant. Simple shall not take part in the fulfillment of the Order submitted to the Merchant and shall not take any responsibility thereof.

8. SIMPLE'S LIABILITY FOR PERFORMING THE AGREEMENT BETWEEN THE MERCHANT AND THE USER

Simple is not a contracting party in the contract concluded between the Merchant and the User as distant parties, or attending parties in case of SoftPOS payment, on the supply of goods or providing services, Simple does not know the content thereof, therefore no rights or obligations for Simple are originated thereof. Accordingly, Simple shall not examine and may not examine the Merchant's performance in conformity with the contract concluded between the User and the Merchant. Hence, Simple does not warrants, guarants and represents anything related to the contract concluded between the User and the Merchant. In case of the Merchant's defective or late performance of the contract concluded between the User and the Merchant, the User shall seek remedy at the Merchant.

9. NORMAL USE, IT SECURITY, OBLIGATIONS OF THE USER

The User is entitled to use such kind of Card in the SimplePay Services, which is valid, it is not stolen and it is not subject to any prohibiting or restricting provision, it was issued to the name of the User and the User is entitled to use it. In course of the use of the SimplePay Service User is obliged to provide true Card data and in case of payment by bankcard registered in the Simple Application its registered e-mail address and password belonging to the Simple Application and its Card data registered in the Simple Application. Simple excludes its liability for the damages, delay, other problems or defect arisen from providing mistaken, incorrect or false data in course of the payment managed through the SimplePay Service, at the same time Simple may claim compensation of the damages it suffers as a result thereof from the User. Simple – based on its contract with the Mercant and for the request of the Merchant - is entitled to verify the existence and truth of the Card data given by the User. Regarding the 3D Secure service – in accordance with the provisions under point 10. g) of the present User Information – Simple holds no liability whatsoever neither for its availability nor its operation, nor for any direct or indirect damages emerging from the above. Simple – for the request of the Merchant - reserves the right to refuse the User's payment transaction, in particular in case of entering false or deficient Card data as well as entering data of Simple Application and in case of the suspicion of any Abuse of the Card data entering data to Simple Application. User takes full responsibility for all his activities undertaken in the context of the use of the SimplePay Service. User undertakes to inform Simple's User's Office immediately in case of any unauthorized use of his Card data or entering data to Simple Application or in case of the violation of the safety thereof in any way. Simple is not liable for the damages arisen from the transfer of the Card data, entering data to Simple Application and CVV2/CVC2/CID by the User to third persons or the loss thereof. Simple ensures the SimplePay System "as it is", "with all its defects" and "in condition viewed" for the User and the whole risk in connection with the appropriate quality, performance, accuracy, efficiency shall be borne by the User. The User is obliged to ensure the necessary hardware and software environment for the use of the SimplePay System except for the SoftPOS payment. Simple excludes its liability for the consequences arisen from all the causes which are not subject to Simple's activity according to the present contract. Simple is not liable for the way and purpose of the use of the SimplePay System by the User or third person – particularly not liable for the compliance of the User's or third person's activity in course of the use of the SimplePay System to the provisions of the relating laws and other contracts. User is obliged to regularly save the electronic programs and files involved with the SimplePay System and ensure its safeguard. Simple does not take responsibility for the breakdown, information loss and the consequences thereof of the User's software products or data file stored in his computer devices therefore, in course of his data storage activity User shall provide particular care. Simple ensures the operation of the SimplePay System only in environment legally cleared and free from viruses. Simple excludes its liability for the consequences and failures arisen from unlawful access, inappropriate use, hardware failure, inappropriate operating environment (including power failures). Simple is not liable for any damages the User or third person suffered arisen from the data basis connected to the SimplePay System by the User, the data basis created in the SimplePay System by the User, the data carried in into the SimplePay System by the User, solely the User takes responsibility for such damages. Simple is not liable for the correctness of data and information appearing in the SimplePay System and the possible damages arisen from the use of these data and information at the User or third person. Simple is not liable for any content in connection with the SimplePay System, including but not limited to illegal, inaccurate, obscene, improper, imminent, hurtful, abusive, insulting contents or contents against the law, as well as Simple is not liable for the acting, data transfer or data of any third person. Simple is not liable for any viruses or for any functions which influence or restrict the access and use of the SimplePay System, for the incompatibility of the SimplePay System with other webpage, services, software, hardware, for any delay or failure which the User realizes during the use of the SimplePay System and during the initiating, managing or finishing of appropriate and actual data transmission or transaction and for any damages and costs arisen from the use of the services ensured by third parties and available through references or which can be bound to them in any way. Simple limits its damage compensation liability in connection with this User Information and the SimplePay System to HUF 500 000 and to those damages the damage claim for which the User announced to Simple – unless shorter limitation period or limitation for submission of claims specified in the law – in writing within 6 (six) months calculated from the date on which the damages occur or from the date on which the User become aware thereof. The User expressly waives – in the circle the law allows – to enforce any damage or other claim against the managing director of the Simple in connection with the present agreement. Simple's managing director is entitled to refer to this limitation of liability directly.

10. COPYRIGHT, TRADEMARKS

The Simple website and the Website, their content and its composition are copyrighted and in this context all rights are reserved by Simple. The SimplePay System together with the applications, software, documentation, source codes, objective codes, graphical, text and other materials, including the Website and the Simple logo are copyrighted works protected by the Act LXXVI of 1999 on the Copyright on which Simple has exclusive ownership and copyright. Any use of the SimplePay System and any authorization of the use thereof are prohibited without the Simple's license. The SimplePay System and any and all patents, copyrights, design or other IP protection, business secret, know-how, other intellectual property rights on the SimplePay System constitutes the sole and exclusive ownership and right of Simple and remain in the exclusive ownership and right of Simple irrespectively of whether they are separately registered or accepted according to laws of the country where the SimplePay System is situated. The User is not allowed to take such measures or demeans himself in such a way which infringes or threatens the ownership, IP or other rights of Simple or through which the User obtains rights concerning the SimplePay System, except the limited licence under the present User Information. The trademarks appearing on the Simple's Website and in the SimplePay System, in particular but not limited to Simple logo and names constitute the exclusive ownership of Simple. Third persons are not allowed to use, distribute or publish these designations in any way without the expressed previous written consent of the Simple.

11. USER SERVICE, COMPLAINT MANAGEMENT, SETTLEMENT OF DISPUTES

Simple's Customer Office provides information with respect to the Transactions and technical assistance in connection with the payment transactions. If the User has any complaints or remarks in connection with the delivery, he may turn to the Merchant. The User may turn to Simple with his complaint concerning the SimplePay System in writing included the complaint sent via post or via electronic letter (e-mail), verbally, complaints announced via telephone or personally at the following contact data of Simple:

- a) In writing via post addressed to OTP Mobile Ltd. to the following address: 1138 Budapest, Váci út 135-139. B. ép. 5. em.
- b) In electronic letter sent to the following e- mail address: ugyfelszolgalat@simple.hu;
- c) By telephone, on every day of the week, in 24 hours daily on any of the following phone numbers: 06 1 3666 611 06 70 3666 611 06 30 3666 611 06 20 3666 611 In case of submitting verbal complaint, minutes shall be kept on the complaint, the complaint has to be examined and if it is possible and necessary the complaint shall be remedied immediately; in other cases the complaint has to be examined within 30 days and the User submitted the complaint shall be informed in writing about the result of the examination within this deadline. In case of submitting a written complaint Simple examines the complaint within 30 days and provides the User submitted the complaint with a written answer on the merits. If Simple refuses the complaint, he is obliged to justify it. In case of the refusal of the complaint the User may turn to the conciliator operating nearby the commercial and industrial chamber seated in the county of the User's home address, in the lack thereof he may turn to the Budapest Conciliation Body operating nearby the Budapest Chamber of Commerce and Industry having competency on the basis of the OTP Mobile Ltd.'s seat (1016 Budapest, Krisztina krt. 99. III. em. 310.; Mailing address: 1253 Budapest, POB 10; e-mail address: bekelteto.testulet@bkik.hu; fax: 06 (1) 488 21 86; tel: 06 (1) 488 21 31), furthermore, the User is entitled to turn to the User protection authority having competence on the basis of the home address of the User or the seat of the OTP Mobile Ltd. The mailing address of the User protection authority having competence on the basis of the OTP Mobile Ltd.'s seat is: User Protection Surveillance of Budapest Metropolitan Government Department, 1364 Budapest, POB 144 The personal User service operating at the seat of the Simple may be engaged free of charge by the User, and the telephone User service line is operated by Simple at normal rate, with no additional charge; however, based on the telephone service subscription of the User, the call may entail telephone expenses for the User, which shall be borne by the User.

12. DATA PROTECTION

The detailed provisions of the data protection are contained in the Privacy Policy.

13. FINAL PROVISIONS

The present User Information is governed by the law of Hungary, the Hungarian authorities and courts have exclusive jurisdiction to judge any legal dispute arising from the present agreement. .