Commerzbank Zrt.



Commerzbank Electronic Banking Service

General contract terms and conditions

1. Effect of the General contract terms and conditions

- 1.1. The effect of these General Contractual Conditions (hereinafter: GCTC) shall apply to all Electronic Banking Services (hereinafter: "Service") provided by Commerzbank Zrt. (registered head office: 1054 Budapest, Széchenyi rakpart 8., company registration number: Court of Registration of the Metropolitan Court Cg. 01-10-042115 operating permit number: Hungarian Financial Supervisory Authority Resolution No. 20/1993 (case number: 01257/1993) hereinafter: Bank via the Commerzbank Electronic Banking System in relation to current accounts opened and operated for the Account Holder.
- 1.2. The provisions of the GCTC shall be binding on both the Account Holder and the Bank, but in relation to the individual Services, the Parties may deviate from such provisions by mutual agreement, in the manner set forth in an individual contract related to the Service (for definition, see Section 2 below).
- 1.3. In the case of any difference between the provisions of the Contract and the GCTC or the Bank's Business Regulations (hereinafter: Business Regulations), the provisions of the Contract shall apply. If there is any difference between the provisions of the GCTC and the Business Regulations or the Payment Services Business Regulations, the provisions of the GCTC shall apply.
- 1.4. Issues related to the Service, not regulated by the Contract or these GCTC, shall be governed by the provisions of the Bank's prevailing General Terms and Conditions, General contract terms and conditions relating to Payment Services, the List of Conditions applicable to the Account Holder, and the applicable legal provisions.

2. Definitions

Signature password: a secret identification password required for the authentication of orders sent to the Bank using the client program of the Electronic Banking System, possessed by all users authorised to sign.

Login password: a secret password required for the unique identification of persons authorised to access and log into the client program of the Electronic Banking System and the Bank.

Electronic Banking System: the payment system of the Bank, suitable for performing Electronic Banking transactions (see Chapter 6) via remote access by computer.

Electronic Banking Software: the software constituting the client program of the Electronic Banking System, allowing users to perform Electronic Banking operations.

Commerzbank Multicash Software: the software "Multicash" constituting the client program of the Electronic Banking System, allowing users to perform Electronic Banking operations.

Commerzbank Electra Software: the software "Electra" constituting the client program of the Electronic Banking System, allowing users to perform Electronic Banking operations.

Contract: an individual contract concluded between the Bank and the Account Holder in respect of the Electronic Banking Service, of which these GCTC and the Bank's prevailing General Terms and Conditions, General contract terms and conditions relating to Payment Services and the List of Conditions constitute an inseparable part.

3. General provisions

- 3.1. The valid bank account contract between the Account Holder and the Bank, the Contract concluded for the Service, and in the case of the use of the Supplementary Service the conclusion of the related individual contract, as well as the ensuring of the IT and telecommunication devices specified in Annex 1 to these GCTC, are the conditions for the use of the Service.
- 3.2. As part of the Service, the Account Holder may submit to the Bank orders related to the Services specified in Section 6 of these GCTC and may also download lists and account statements prepared in respect of such orders.

- 3.3. By using the Electronic Banking System, the Account Holder may generate electronic account statements concerning payment transactions executed on bank accounts that are included in the System. The Account Holder acknowledges that regardless of the above, only account statements sent by the Bank in a (written) paper-based format will be deemed authentic. Information retrieved and printed via the Electronic Banking System are of an informative nature only. The Bank will continue to send the Account Holder account statements concerning transactions performed via the Electronic Banking System in accordance with the applicable bank account contract or the General contract terms and conditions relating to Payment Services, with the content, in the manner and with the frequency prescribed by the applicable provisions. In addition to the above, the Account Holder may request, against payment of a fee, information regarding the latest balance of his bank account, the performed daily transactions, and the pending transactions.
- 3.4. The Bank may employ specialist third parties for performing certain services (e.g. installation, troubleshooting, undertaking of warranty) in relation to the Electronic Banking System.
- 3.5. The Bank shall comply with its notification obligation towards the Account Holder.

4. Operation of the Electronic Banking System

- 4.1. The Bank will process the payment orders received by it via the Electronic Banking System in the required content and format and will perform its tasks related to execution in accordance with the latest effective payment-service and other statutory provisions, as well as with the General Contractual Conditions applicable to the individual Services and with the General List of Conditions.
- 4.2. The Account Holder shall provide the IT and telecommunication devices specified in the GCTC, required for the operation of the Electronic Banking Software, ensure that the persons with a right of access for performing individual operations and the scope of their access rights are specified, that the signature and login passwords are confidentially handled and updated, that the changes are reported to the Bank, and that the IT and telecommunication systems are permanently protected and secured.
- 4.3. The Bank warrants that the Electronic Banking Software will operate properly on the IT hardware and operating system specified in the Contract. The Bank's warranty shall not cover the Account Holder's IT devices and their peripheries, nor any other software run on the IT devices.
- 4.4. The Commerzbank Multicash Software will be installed on the Account Holder's computers by the Bank in all cases, for the agreed fee. In the case of the Commerzbank Electra software, the Bank will undertake installation of the Commerzbank Electra Software at the Account Holder's request, for the agreed fee. If the Parties agree otherwise in the Contract, and the Account Holder does not request installation of the Commerzbank Electra Software, the Account Holder agrees that he will install and launch the Commerzbank Electra Software on his computer on the basis of the installation and user manual.
- 4.5. If the Account Holder has not requested the installation of the Commerzbank Electra Software, the Bank will hand over the installation package to the Account Holder following contract conclusion. The installation package contains: a CD (with the installation and user guide), the product identification code, the user data (group name, short name) and data sheets containing other information. The envelope containing the initial login password will be handed over by the Bank separately from the other elements of the installation package.
- 4.6. After the installation of the Electronic Banking Software, upon the first login, the natural person (user) authorised to access the system shall change the login password supplied by the Bank and create his own signature password. The Electronic Banking Software is ready for use immediately after installation.
- 4.7. In the course of the use of the Electronic Banking Software, the Account Holder shall fully observe the user instructions of the Electronic Banking Software and cause the users to observe them. The Account Holder shall bear any damages that arise as a result of any disregarding of the user instructions.
- 4.8. If an order is placed by the Account Holder with the Bank, the order will be deemed to have been received by the Bank at the time recorded by the Bank's computer system.
- 4.9. The Service shall be available 24 hours a day, every day. The Account Holder acknowledges that during the maintenance of the Electronic Banking System at the Bank, the Electronic Banking Service may be temporarily unavailable. The Bank must perform maintenance after the acceptance deadline specified for the individual transaction types, in a manner such as not to prevent the execution of orders placed with respect to the given day.
- 4.10. In the case of a breakdown of the telecommunication connection, the Account Holder may send the file containing the electronic orders to the Bank electronically. In addition to the submitted file of orders, the Account Holder must also send by fax or in a scanned electronic format a copy of the "Detailed list of orders" form (Commerzbank Electra Software), or the "Itemised List" form (Commerzbank Multicash Software), containing the list of orders, printed from the Electronic Banking System in the course of the generation of the file of orders, and provided with an authorised signature. The Bank will perform an itemised checking of the received file of orders and the itemised list, during which the execution of the orders will be suspended. The

Bank will only regard a file of orders as executable if the related transaction data in the itemised list and those in the file of orders fully match, and both the file of orders and the itemised list are received prior to the deadline of receipt specified with respect to the given transaction type. Otherwise, the Bank will return all individual payment orders in the file of orders. The Bank will send the itemised list related to the returned orders to the Account Holder, thereby notifying him of the non-execution of the order, at the same time notifying the account-managing institution as well.

5. Access rights

- 5.1. Upon concluding the Contract, by filling in the form, the Account Holder specifies the name of the person(s) authorised to access the system, the scope of their access rights, and the place of installation.
- 5.2. The rights concerning the use of the Electronic Banking System will be set by the Bank in accordance with the instructions of the Account Holder. The Account Holder may specify at its own discretion the persons for whom authorisation is granted for the purpose of using the system operated at its premises. The Account Holder shall be liable for ensuring that access rights are handled confidentially. The Parties presume that transactions initiated by using the Account Holder's access rights originate from the Account Holder. Should the Account Holder prove the contrary, the Parties will presume that the third party was able to obtain the access rights because the Account Holder had severely violated its obligations (e.g. the confidential handling of the access rights) under the Contract.
- 5.3. The Account Holder and the person authorised by it may only use the Electronic Banking System in accordance with the provisions of these GCTC and the user's manual. The Account Holder is obliged to take all measures reasonably expected in the given situation to keep secure the Electronic Banking System and all other devices and tools required for its use - e.g. the personal identification code and all other codes. The Account Holder and the person(s) authorised by it shall keep the signature and login passwords confidential and secret, not disclosing them to anybody, store them separately from the technical devices required for the operation of the Electronic Banking System, and ensure that they are not obtained by unauthorised persons. The Account Holder and the person(s) authorised by it shall not record or write their personal identification code or any other code required for the use of the Electronic Banking System on any object constituting a part of the Electronic Banking System, or on any other object kept together with the Electronic Banking System. The Bank shall not be liable for any such damage as occurs in relation to the use of such data by an unauthorised person. 5.4. The Bank expressly calls the Customer's attention to the fact that the register of the persons who have access to the Electronic Banking System is independent of the persons authorised to give paper-based orders with respect to the Account Holder's accounts, registered on the signature sheet. The Bank does not automatically delete a person, deleted from the signature sheet, from the list of persons authorised to use the Electronic Banking System, and the other way around. Accordingly, the Account Holder alone shall be responsible for the reporting and deletion of persons registered on the signature sheet and that have access to the Electronic Banking System.
- 5.5. Information sent via the Electronic Banking System is in encrypted format, and the system is protected against unauthorised logins; only those users can log in who have a valid login code and signature password. Orders sent using a valid password and in the appropriate format will be processed by the Electronic Banking System as an order sent by the Account Holder.
- 5.6. The Account Holder and/or the Authorised User confirm(s) the payment order given via the Electronic Banking System after the input of the data of the payment order in the manner specified in the individual contract, or by electronic signature, or by the execution of the Itemised List.

6. Electronic Banking Services

6.1. Commerzbank Electra Software Electronic Banking System

6.1.1. Basic services of the Commerzbank Electra Light version (may be installed on a workstation only)

- Forint transfer from a forint account
- Forint transfer from a forint account to another account kept at the Bank
- Forint transfer from a forint account to another own account at the Bank
- Setting up a standing order
- Announcement of cash withdrawal
- Foreign-currency transfer from a forint or foreign-currency account
- Forint transfer abroad from a forint or foreign-currency account
- Fixing and cancelling of time deposits
- Authorisation of group collection (direct debit)
- Free-format correspondence
- Exchange-rate information
- Electronic Account Statement service
- Balance information
- Information on transactions executed on the given day
- · Account history information
- Export and import of data in a specified format
- Encrypted data transfer between the Bank and the Account Holder

6.1.2. Basic services of the Commerzbank Electra Corporate version (networked version)

- Forint transfer from a forint account
- Forint transfer from a forint account to another account kept at the Bank
- Forint transfer from a forint account to another of the customer's accounts kept at the Bank
- · Setting up a standing order
- Management of group transfer orders (direct debits)
- Management of collections
- Announcement of cash withdrawal
- Foreign-currency transfer from a forint or foreign-currency account
- · Issuing of foreign-currency cheque
- Forint transfer abroad from a forint or foreign-currency account
- Management of postal payment orders
- Fixing and cancelling of time deposits
- Authorisation of group collection (direct debit)
- Free-format correspondence
- Exchange-rate information
- Electronic Account Statement service
- Balance information
- Information on transactions executed on the given day
- Account history information
- Export and import of data in a specified format
- Encrypted data transfer between the Bank and the Account Holder
- Initiation of group transfer order (direct debit), receiving DETSTA and STATUSZ reports

6.1.3 Commerzbank Electra service provider version

- The services described in Section 6.1.2; and
- Initiation of group collection order (direct debit from the payee side), receiving DETSTA and STATUSZ reports
- Management of authorisations
- · Receiving data on postal money-transfer orders

6.2. Commerzbank Multicash Software Electronic Banking System

- Forint transfer from a forint account
- Foreign-currency transfer from a forint or foreign-currency account
- Management of group transfer orders (direct debits) (to be activated based on a separate agreement)
- Management of postal payment orders
- Authorisation of group collection (direct debit)
- Free-format correspondence
- Exchange-rate information
- Electronic Account Statement service
- Balance information
- · Information on transactions executed on the given day
- Account history information
- Encrypted data transfer between the Bank and the Account Holder
- · Export and import of data in a specified format
- Initiation of group transfer order (direct debit), receiving DETSTA and STATUSZ reports
- Initiation of group collection order (direct debit from the payee side), receiving DETSTA and STATUSZ reports
- · Management of authorisations
- · Receiving data on postal money-transfer orders

7. Execution of payment orders

- 7.1. The Bank executes orders placed by the Account Holder via the Electronic Banking System in accordance with the terms and conditions applicable to the given order and the List of Conditions. The fees and commissions payable in relation to orders are specified in the Bank's prevailing List of Conditions.
- 7.2. The Account Holder may initiate transfer and internal transfer orders to the debit of those accounts kept at the Bank on which sufficient funds are available for executing such orders.
- 7.3. The Bank accepts forint and RTGS orders for same-day execution if received prior to applicable deadline for same-day execution (cut-off time), by debiting the Account Holder's bank account. The order is executed on the bank working day following receipt if the order is received by the Bank after the cut-off time on a bank working day, or on a day other than a bank working bank.
- 7.4. Orders submitted via the Electronic Banking System in an appropriate format or with content errors will not be accepted by the Bank, and will be automatically rejected. It is the task of the Account Holder to accept the electronic messages containing information on rejection, and to analyse such information. The Bank is not obliged to notify the Account Holder of such information in any other way.
- 7.5. Foreign-currency orders (both forint-based and foreign-currency-based foreign currency orders) will be executed in accordance with the latest effective legal provisions on payment services, the Bank's Business Regulations, General contract terms and conditions relating to Payment Services and the List of Conditions.
- 7.6. If a foreign-currency or RTGS transfer order cannot be executed for reasons beyond the Bank's control, the Bank will notify the Account Holder while at the same time notifying the account-managing institution of the unsuitability of the order for execution in accordance with the General contract terms and conditions relating to Payment Services
- 7.7. Orders placed by the Account Holder via the Electronic Banking System may not be withdrawn electronically. Withdrawal of a transfer order may be initiated by a cancellation request faxed to the Bank, provided with an authorised signature, which must include the following data required for identifying the transaction: the total amount of the order package, the number of the items, and the date and time of the creation and submission of the package. (These data are included under the "Print (Full List)" function (Commerzbank Electra Software), or the Itemised List function (Commerzbank Multicash Software) of the transaction package.) The Bank will take all reasonable measures to fulfil the cancellation request, but due to the nature of electronic processing, it cannot undertake liability for fulfilment of the cancellation request.

8. Reporting obligation, liability, disabling, complaints

- 8.1. When using the Electronic Banking System, the Account Holder is obliged to behave as generally appropriate in the given situation, and thus the Account Holder is in particular obliged to promptly report to the Bank if it has noticed that:
- a) the Electronic Banking System or the computer used by it for accessing the Electronic Banking System is no longer in its possession (control);
- b) the personal identifier or any other code, signature password and/or login password, or any other similar data, required for the use of the Electronic Banking System, have been obtained by an unauthorised third person:
- c) unauthorised transactions have been included in the account statement, or in relation to the bank account;
- d) an unauthorised payment transaction has been initiated via the Electronic Banking System.
- 8.2. The Account Holder can report such occurrences on the phone or by fax (+36 (1) 374-8168) between 8.00 am and 5.00 pm on working days, by fax 24 hours a day (+36 (1) 269-4517), or during opening hours at any branch of the Bank in person, in writing. The report must contain the personal identification data of the person filing the report, the name of the Account Holder, the bank account number, a description of the event underlying the report, as well as its date, time and place.
- 8.3. The Bank can only accept the report if the person submitting it can be identified, the bank account is properly specified, and, on the basis of the circumstances and content of the report it is probable that the contents of the report are true. In order to verify the identity of the reporting person, the Bank is entitled to ask for other data as well, but the identity of the reporting person will otherwise not be checked prior to disabling.
- 8.4. Following the receipt of the report, the Bank will disable access to the Electronic Banking System without delay, but at the latest within 30 minutes from receipt of the report. The system cannot be used until it is reenabled. The Bank shall not be liable for any damage that occurs as a result of any transactions which are effected before the above deadline in spite of disabling. Re-enabling of this type may be initiated by the Account Holder in writing, on a form used for this purpose. The Electronic Banking System or the user remains in disabled status until re-enabling is effected or until final deletion.
- 8.5. The Bank shall be liable for damage which arises in relation to its failure to comply with its obligation if the Account Holder was unable to report the occurrence due to a technical reason attributable to the Bank.
- 8.6. The Account Holder acknowledges that after 3 (three) consecutive failures to enter the proper signature password or login (or in the case of the Commerzbank Multicash Software, the communication) password, the Electronic Banking System will automatically disable the right to log into the client program of the Electronic Banking System, or the right of signature (or in the case of the Commerzbank Multicash Software, after three failures to enter the proper communication password, the right of bank communication).
- 8.7. Re-enabling of the disabled functions as described in Section 8.6 may be initiated by the user in the case of the Commerzbank Multicash Software. As part of the re-enabling process, the form (or forms) generated by the Commerzbank Electra Software must be faxed to the specified fax number for approval of the re-enabling. In the case of the use of the Commerzbank Multicash Software, the approval of re-enabling may be requested by an electronic transaction initiated by a user who is an authorised signatory of the Company, or by completing, signing and faxing to the specified number the form under the 'Faliújság' function.
- 8.8. The Account Holder may change the signature and login passwords upon the termination of disabling. If the Account Holder does not initiate a change, the passwords used earlier shall remain valid. The risks related to leaving the passwords unchanged shall be borne by the Account Holder.
- 8.9. The Account Holder uses the Electronic Banking Software at its own risk and liability, and likewise, it connects its computer and telecommunication system to the Bank's Electronic Banking System at its own risk. The Bank shall not be liable for damages which arise due to the inappropriate, unprofessional, or unauthorised use of the Electronic Banking Software, for technical defects which arise at the Account Holder, or for damages which arise due to the related loss of data, the erroneous receipt of data, or for line defects. The Bank shall not be liable for losses incurred by the Account Holder in relation to any of the above-mentioned events, or for the non-execution of erroneous, incomplete, or non-executable orders. The Bank shall not be liable for any damage that arises in relation to a failure to report to the Bank any change related to the persons authorised to use the Electronic Banking System, or their access rights.
- 8.10. The Bank will ensure that the legal provisions regarding data protection and data security are complied with; however, the Bank shall be liable for the security of the operation of the Electronic Banking System or its confidentiality only to the extent which is undertaken by other service providers involved in the use of the system as service providers (e.g. the phone company) in relation to their own systems. The Bank shall not be liable for damages arising in relation thereto.
- 8.11. Disabling by the Bank

The Bank may disable the use of the Electronic Banking System if

- it is entitled to terminate this contract by way of extraordinary termination;
- the security of the Electronic Banking System warrants it;
- it is suspected that the Electronic Banking System has been used in an unauthorised or fraudulent manner.

The Bank shall promptly notify the Account Holder of the fact of disabling by specifying the above reasons if possible in advance, but at the latest following the disabling, unless notification is not permitted by the effective legal provisions. If the reason for disabling ceases to exist, the Bank terminates the disabling and promptly notifies the Account Holder that it has done so.

8.12 The Account Holder's liability with respect to unauthorised payment transactions: In respect of unauthorised payment transactions that are a result of the unauthorised use of the Electronic Banking System, the Account Holder shall bear the damage up to the amount of forty-five thousand forints prior to the reporting of the fact. The Account Holder shall not be liable if the damage was caused by a customised procedure classed as a cashless means of payment, which was performed by using an IT device or a telecommunication device, or without using personal security elements – such as the personal identification code (PIN code) or any other code – or if the Account Holder was unable to report the fact due to the fault of the Bank.

If the Account Holder does not qualify as a consumer, it shall, the above rule notwithstanding, also bear the damages that exceed forty-five thousand forints if the Account Holder and/or a person with the right of access proceeded in a culpable manner.

Following reporting, the Bank shall bear the damages. The Bank shall be exempt from its above liability if it proves that the damage that arose in relation to an unauthorised payment transaction was caused by the Account Holder and/or a person with the right of access acting in a fraudulent manner, or that the damage was caused by the Account Holder's wilful or grossly negligent breach of its obligations related to the security of the Electronic Banking System.

- 8.13. The liability of the Bank, the Bank's staff and of any performance agents commissioned to implement this contract for the fulfilment of their obligations under this contract shall unless an individual contract or the law specifies a lower limit be limited to the equivalent in forint of EUR 1,000,000 for indirect damages only. The limitation on liability shall not cover damage caused wilfully or by gross negligence, nor injuries to life, limb or health, nor damage caused by criminal acts.
- 8.14. The Account Holder shall be fully liable to the Bank for damages incurred by the Bank in relation to wilful damage to the Electronic Banking System, its unauthorised use, its handover for use, its transfer or modification, or the copying of the Electronic Banking Software.
- 8.15. The Account Holder shall be solely and fully liable to the Bank for the accuracy of the data included in the orders given via the Electronic Banking System.
- 8.16. The Account Holder shall be liable for damages caused by a computer virus which can be proved to have spread to the Bank as a result of the use of the system by the Account Holder.
- 8.17. Following the installation of the Electronic Banking System, the system configuration files may only be modified after prior consultation with the Bank. The Bank shall not be liable for damages which arise as a result of unauthorised modifications, and the costs of error correction shall be borne by the Account Holder.
- 8.18. Damages due to data loss related to orders sent to the Bank shall be borne by the Account Holder until confirmation of the receipt of the orders is received from the Bank. Thereafter, the Bank shall be liable for damages that arise in relation to non-execution due to data loss related to the orders. The Account Holder is obliged to check execution of its orders in the account statement.
- 8.19. The Account Holder may submit its complaints to the Bank concerning the Electronic Banking System and individual banking transactions on the telephone numbers specified in Section 8.2, or in writing (by fax or mail). The Bank shall commence investigation of the complaint within 1 (one) working day of reporting via telephone and within 3 (three) bank working days of the receipt of the complaint in the case of a written report, and shall notify the Account Holder thereof and of the result with an explanation of the reasons in writing, by personal delivery to the Account Holder, or by post within fifteen days.
- 8.20. The Account Holder shall also be entitled to apply to the Reconciliation Committee acting at the regional chamber of economics, the Hungarian Financial Supervisory Authority, the consumer protection authority, or the competent court.
- 8.21. The Bank shall keep records of the reports made in accordance with Section 8.2, which must reliably and invariably provide evidence of the date and the content of the reports for at least five years. At the request of the Account Holder (the person authorised by it), the Bank shall issue on one occasion with respect to the same report, free of charge a certificate regarding the date and the content of the report. The Bank shall issue the certificate concerning a report made no earlier than one year previously within 15 working days of the request, and within 30 working days in connection with a report made earlier than a year ago.
- 8.22. The Account Holder acknowledges and agrees that the Bank shall have the right to make available the data contained in the reports specified in Section 8.2, as well as all other data available to the Bank and required for the investigation, to the investigation authority, as follows:

- if the transaction was executed following a report made in accordance with Section 8.2, the Bank as the aggrieved party shall have the right to conduct the investigation necessary for the clarification of the case, and to forward the data contained in the report specified in Section 8.2, as well as all other data available to the Bank and necessary for the clarification of the case, to the investigation authority, including the filing of criminal charges;
- if the transaction was executed before a report was made in accordance with Section 8.2, a criminal charge can only be filed by the Account Holder. In such a case, too, the Bank will do all that may be expected of it in the interest of the clarification of the case, but no data may be forwarded to the investigation authority or to any other third party. However, if the damage occured before the report was made has to be borne by the Bank according to the law, the Bank as the aggrieved party shall have the right to conduct the investigation necessary for the clarification of the case, and to forward the data contained in the report specified in Section 8.2, as well as all other data available to the Bank and necessary for the clarification of the case, to the investigation authority, including the filing of criminal charges.

9. Copyright

- 9.1. The Account Holder is granted a non-exclusive and non-transferable right of use of the Electronic Banking System, without transfer of the applicable copyright or any other right related to intellectual property. The Account Holder is not entitled to modify, develop, or sell the Electronic Banking system, or assign the right of use thereof to a third party, or to dispose over the Electronic Banking System or any element thereof in any other way. All copyrights and other intellectual property rights related to the Electronic Banking Software shall lie with the Bank and the Bank's licensor as an exclusive owner.
- 9.2. The Account Holder shall not copy or disassemble the Electronic Banking Software down to its source code, nor shall it analyse the operation of the software or integrate it with any other software. Should the Account Holder be granted permission to integrate the Electronic Banking Software with another software application, the Account Holder shall be liable for all risks (e.g. loss of data) which arise as a result of such integration.

10. Modification and termination of the GCTC

The modification and termination of these GCTC shall be governed by the provisions of the General contract terms and conditions relating to Payment Services and those of the General Business Regulations.

11. Other provisions

11.1. The list of minimum hardware and software requirements needed for running the Electronic Banking System constitutes an annex to these GCTC.

The present translation is furnished for the Customer's convience only. The original Hungarian text of this General contract terms and conditions is binding in all respects. In the event of any divergence between the Hungarian and the English texts, constructions, meanings or interpretations, the Hungarian text, construction, meaning or interpretation shall govern exclusively.

11.2. These GCTC shall take effect for corporate customers on the 16th. day after its official publishing, for consumers and microenterprises on the 61st. day after its official publishing

Commerzbank Zrt.

General contractual conditions of the Commerzbank Electronic Banking service

Annex 1: Technical specifications

1. Minimum hardware and software requirements in the case of the use of the Commerzbank Electra Software:

- 1.1 Minimum hardware environment required for running the Program:
 - an IMB PC compatible computer (min. 486DX CPU)
 - 60 MB free hard disk space (only about 25 MB is required for installation; the rest is needed for future operation)
 - min. VGA or SVGA graphic card, colour monitor (with min. 800x600 resolution, in at least 256-colour mode)
 - min. 32 MB memory (the program can also run if only 16 MB memory is available, but it will not be possible to handle large files)
 - CD drive
 - floppy disk (optional)
 - printer
- 1.2 Minimum software environment required for running the Program:
 - Windows NT 4.0, Windows 2000, or Windows XP operating system
 - Internet access, min. 56Kb/s (a broadband connection is recommended)
 - in the case of the use of a firewall, accessibility of port 8001

2. Minimum hardware and software requirements in the case of the use of the Commerzbank Multicash Software:

- 2.1 Minimum hardware environment required for running the Program:
 - an IMB PC compatible computer (min. 486DX CPU)
 - 60 MB free hard disk space (only about 25 MB is required for installation; the rest is needed for future operation)
 - min. VGA or SVGA graphic card, colour monitor (with min. 800x600 resolution, in at least 256-colour mode)
 - min. 32 MB memory (the program can also run if only 16 MB memory is available, but it will not be
 possible to handle large files)
 - CD drive
 - floppy disk (optional)
 - printer

2.2 Minimum software environment required for running the Program:

- Windows NT 4.0, Windows 2000, or Windows XP operating system
- Internet access, min. 56Kb/s (a broadband connection is recommended), or an analog or ISDN modem with the appropriate type of telephone line
- in the case of connection to the Internet and the use of a firewall, accessibility of port 8888