



**ANNOUNCEMENT
GENERAL RETAIL BUSINESS REGULATIONS APPLICABLE
TO CONSUMERS AND SOLE TRADERS
amendment**

CIB Bank Zrt. (1027 Budapest, Medve u. 4-14.; company reg. no.: 01-10-041004) hereby informs its Clients that with effect from 1 August 2017 the Bank's General Retail Business Regulations applicable to consumers and sole traders are amended, while affecting existing Clients favourably, as follows:

Currently effective provisions	Provisions effective from 1 August 2017
<p>Electronic Signature: an electronic data item, or document, that is permanently assigned to an electronic document for the purpose of identification, or that is logically linked thereto, or a signature which is defined as such pursuant to the Act on Electronic Signatures, which qualifies as being in writing and is suitable for identification.</p>	<p>Electronic Signature: an electronic data item that is connected and logically assigned to another electronic data item, and is used by the signatory for signing, including the electronic signature, which is permanently assigned to the electronic document for identification purposes, and which is created manually using a special pen.</p> <p>Electronic Signature Pad: an electronic device used for recording electronic signatures, in the case of which the signature is created manually on its surface, using a special pen related to the signature pad.</p>
<p>Written form: Written contract conclusion shall mean the signature of the Agreement, and it shall include especially, but not exclusively: a limit modification in respect of the Framework Agreement, or the fixing of a Deposit via a Telecommunication Device, or a limit modification by phone in respect of the Framework Agreement at the request of any party, established through the parties' written confirmation at any time thereafter, as well as if a contractual declaration requested via a Telecommunication Device by the Bank or by the Client under the Agreement and delivered to the other party is subsequently reinforced and confirmed by the other party in printed format or via an Electronic Service, or if a contractual declaration initiated via the Telecommunication</p>	<p>Written form: Written contract conclusion shall mean the signature of the Agreement, and it shall include especially, but not exclusively: a limit modification in respect of the Framework Agreement, or the fixing of a Deposit via a Telecommunication Device, or a limit modification by phone in respect of the Framework Agreement at the request of any party, established through the parties' written confirmation at any time thereafter, as well as if a contractual declaration requested via a Telecommunication Device by the Bank or by the Client under the Agreement and delivered to the other party is subsequently reinforced and confirmed by the other party in printed format or via an Electronic Service, or if a contractual declaration initiated via the Telecommunication Device by the Bank or the Client, on a platform provided by the Bank, is accepted by the Client or the Bank via a Telecommunication Device, or a contract conclusion via an identified electronic channel, in which case the contractual conditions displayed for the Client in the Electronic Service system shall qualify as the Bank's</p>

CIB Bank Zrt. CIB Bank Ltd. H-1027 Budapest, Medve utca 4-14. H-1995 Budapest Telephone: (06 1) 423 1000 Fax: (06 1) 489 6500 Court of registration: Metropolitan Court acting as Court of Registration Company registration number: Cg. 01-10-041004 Tax number: 10136915-4-44 Group tax number: 17781028-5-44 Group Community VAT number: HU17781028 Stock-exchange membership: Budapest Stock Exchange Zrt. Operating licence number: 957/1997/F, III/41. 044-10/2002.

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Device by the Bank or the Client, on a platform provided by the Bank, is accepted by the Client or the Bank via a Telecommunication Device, or a contract conclusion via an identified electronic channel, in which case the contractual conditions displayed for the Client in the Electronic Service system shall qualify as the Bank's offer, and the entry of the passwords and Codewords, that is, the Client's electronic signature or personal identification number used for signing any operations requiring signature/approval by the Client who has been identified in accordance with the rules governing the Telecommunication Device used, shall qualify as the Client's signature.

offer, and the entry of the passwords and Codewords, that is, the Client's electronic signature or personal identification number used for signing any operations requiring signature/approval by the Client who has been identified in accordance with the rules governing the Telecommunication Device used, shall qualify as the Client's signature . Written declaration shall mean the signing of a declaration displayed on the Electronic Signature Pad with a manually created electronic signature.



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7. CONTRACT CONCLUSION AND NOTIFICATION

7.1. General provisions pertaining to the conclusion of the Agreement and to communication between the Parties

7.1.1. The Bank and the Client shall send to each other representations, notifications, documents, orders and messages (hereinafter: notice) and the Agreements – in the absence of an agreement or a provision to the contrary – in writing:

d) General provisions pertaining to the conclusion of the Agreement and to communication between the Parties in such other manner as may be defined in the Agreement which, under the Agreement, is expressly or otherwise classed as being in writing (including any declarations made through a Telecommunication Device in accordance with the provisions of the Agreement);

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d) general provisions pertaining to the conclusion of the Agreement and to communication between the Parties in such other manner as may be defined in the Agreement which, under the Agreement, is expressly or otherwise classed as being in writing (including any declarations made through a Telecommunication Device or through the Electronic Signature Pad in accordance with the provisions of the Agreement);

7.2.

7.3. Form of notifications by the Bank

7.3.1. Notification Address, residence address

c) Presumption of delivery

7.2. Form of notifications by the Bank

7.2.1. Notification Address, residence address

c) Presumption of delivery



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(ii) If the Bank sends to the Client's Notification Address a notification posted with acknowledgement of receipt requested, this shall be deemed communicated and delivered to the recipient even if the consignment could not actually be delivered, or if the recipient did not obtain knowledge of such;

- A) if this cannot be determined, then on the fifth Banking Day following the day that postal delivery was attempted for the second time;
- B) if this cannot be determined either, or if the second attempt at delivery did not take place, then on the day when the post office returned the undelivered consignment to the Bank.

(iv) If, as a result of a late delivery relative to the deadline for delivery presumed in this section entitled *Presumption of delivery*, the Client experiences disadvantageous legal consequences, and the Client proves to the Bank, within 15 days after learning that the notification was delivered to another address, that the notification was not delivered to the address indicated in the section entitled *Place of sending* due to reasons not attributable to it and beyond its control, despite the fact that it has otherwise observed its obligations defined in the said section, within the period presumed in this section entitled *Presumption of delivery*, then the legal consequences shall

(ii) If the Bank sends to the Client's Notification Address a notification posted with acknowledgement of receipt requested, this shall be deemed communicated and delivered to the recipient at the time of receipt indicated in the acknowledgment of receipt. If the mail is returned to the Bank with an indication of a reason for failed delivery, the mail shall be deemed to be delivered on the day on which the undeliverable mail was returned by the post to the Bank.

(iv) If, as a result of a late delivery relative to the deadline for delivery presumed in this section entitled *Presumption of delivery*, the Client experiences disadvantageous legal consequences, then the Client may notify the Bank, within 15 days after learning that the notification was delivered to an address different from the "Place of sending", that the notification was not delivered to the address indicated in the section entitled "Place of sending" due to reasons not attributable to him and beyond his control, despite the fact that he has observed his obligations defined in the section entitled *Place of sending*. In this case the legal consequences shall be adjusted to the

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be adjusted to the time of the actual delivery (but not the receipt). If the Client, exercising its rights assured by the statutory regulations, proves after the 30 days specified above, that the delivery failed or only took place after the period of presumed delivery, then the legal consequences shall apply with regard to the time of the presumed delivery, but the parties shall settle accounts subsequently, with due regard to the legal consequences corresponding to the proved time of delivery. The Client's declaration does not, in itself, qualify as proof, and if a dispute arises between the parties and they are unable to settle it out of court, then the result and the time of the final closure of the dispute by the court shall be used as a reference to determine the initial date of the present or future legal consequences as well as the time with respect to which the settlement is to be executed.

time of the actual delivery. If the Client proves after the 15 days specified above, that the delivery failed or only took place after the period of presumed delivery, then the legal consequences shall apply with regard to the time of the presumed delivery, but the parties shall settle accounts subsequently, with due regard to the legal consequences corresponding to the proved time of delivery. The Client's declaration does not, in itself, qualify as proof, and if a dispute arises between the parties and they are unable to settle it out of court, then the result and the time of the final closure of the dispute by the court shall be used as a reference to determine the initial date of the present or future legal consequences as well as the time with respect to which the settlement is to be executed.

9.2 Termination with Immediate Effect / Events of Termination with Immediate Effect

9.2.2. The Bank may terminate the Agreement with immediate effect, if any of the Event of Termination with Immediate Effect defined below occurs. Events of Termination with Immediate Effect – in addition to those defined in the applicable law (primarily, but not limited to, in the Civil Code) or in the Specific Business Regulations or in the individual Agreement as serious breaches of contract or breaches of contract entailing termination with immediate effect or event of default – shall mean the following:

- d) the Client's serious or repeated breach of the Agreement or of any law regulating the relationship between the

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- d) the Client's serious or repeated breach of the Agreement or of any law regulating the relationship between the Bank and the Client, or of any material obligation arising



CIB BANK Bank and the Client, or of any material obligation arising therefrom, or if the Client uses the Service in non-compliance with its intended purpose, illegally or for illegal purposes (not including a use for purposes different from the purpose determined in the Credit or Loan Agreement, which in itself is an Event of Termination with Immediate Effect under the Civil Code);

h) the conduct of the Client (or its representative) in relation to a Service raises suspicion or is thought likely to be related to a criminal act (also if the Client materially or repeatedly displays conduct that violates the Bank's business policy, including in particular cases that give grounds for suspicion of money laundering or terrorist under the Anti-Money Laundering Act).

therefrom, or if the Client uses the Service in non-compliance with its intended purpose, illegally or for illegal purposes, provided that the Client fails to terminate the breach even in spite of the Bank's written notice sent in this respect, by the deadline specified in the notice (not including a use for purposes different from the purpose determined in the Credit or Loan Agreement, which in itself is an Event of Termination with Immediate Effect under the Civil Code);

h) The Bank files a request for criminal charges against the Client (or his representative) or

- based on a notification or contact by an investigative authority, it learns of a criminal report filed against the Client or

- based on a notification or contact by a court, it learns of a criminal proceedings initiated against the Client or

- if the Client materially or repeatedly displays conduct that violates the Bank's business policy, including in particular cases that give grounds for suspicion of money laundering or terrorism under the Anti-Money Laundering Act.



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12 DUE DATE

12.4.5 as part of exercising its right of offsetting, the Bank shall also be entitled to cancel, up to the value of the Bank's own outstanding receivables towards the Client, any payments to third parties debited from the Bank on behalf of the Client, to the extent permitted by law, even if such receivables do not originate from the same legal relationship or if they are not yet due, but the Bank considers the payment thereof to be uncertain;

12. DUE DATE

12.4.5 As part of exercising its right of offsetting, the Bank shall be entitled to refuse, up to the value of the Bank's own due outstanding receivables, to execute any payment orders submitted by the Client, if this is permitted by law.

14. RESPONSIBILITY

14.2 Events outside the Bank's sphere of interest and competence

The Bank shall not be liable for damages

14.2.2 resulting from a limitation, under a domestic or foreign authority provision (including, but not limited to, the provisions of any stock exchanges or authorities, including the National Bank of Hungary) on the conversion or the assignment of payment instruments, the freezing of the Client's deposits placed with the Bank or the freezing of the Bank's deposits placed at the National Bank of Hungary;

14. RESPONSIBILITY

14.2 Events outside the Bank's sphere of interest and competence

The Bank shall not be liable for damages

14.2.2 resulting from events that it was neither able nor expected to foresee, and are therefore

- arising as a consequence of a statute of binding effect;
- resulting from a limitation, under a domestic or foreign authority provision (including, but not limited to, the provisions of any stock exchanges or authorities, including the National Bank of Hungary) on the conversion or the assignment of payment instruments, the freezing of the Client's deposits placed with the Bank or the freezing of the Bank's deposits placed at the National Bank of Hungary;"



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22.14. Relations with other credit institutions

The Client agrees to promptly notify the Bank if he intends to take up a loan at another credit institution. The Bank's prior written consent is necessary for taking up a loan. The Client agrees to apply for a loan at another credit institution, in accordance with the above provisions, exclusively subject to the Bank's prior written consent.

22.14. Relations with other credit institutions

The Client agrees to promptly notify the Bank if he intends to take up a loan at another credit institution, and the Bank's prior written consent is necessary for taking up such Loan. The Client agrees to apply for a loan at another credit institution, in accordance with the above provisions, exclusively subject to the Bank's prior written consent.

Reason for the amendment: Introduction of the electronic signature pad and compliance with MNB's request no. 38980-2/2017, on the basis of which certain unfair provisions have been amended.

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