

EXC FINANCE
KORLÁTOLT FELELŐSÉGŰ TÁRSASÁG

TERMS OF BUSINESS INCLUDING
GENERAL TERMS AND CONDITIONS

Effective: From 11 December 2023 until withdrawa

EXC Finance Kft. (H-1012 Budapest, Vérmező út 4., hereinafter referred to as „EXC FINANCE”), acts as an intermediary for the MoneyGram international money transfer service between the Client and MoneyGram International SA as follows:

Applicable legislation:

- Act No. V of 2013 on the Civil Code (hereinafter: Civil Code),
- Act No. LXXXV of 2009 on the provision of payment services,
- Act No. CCXXXV of 2013 on certain payment service providers,
- Act No. CLV of 1997 on Consumer Protection,
- Act No. XLVII of 2008 on the Prohibition of Unfair Commercial Practices against Consumers,
- Act No. XLVIII of 2008 on the Basic Conditions and Certain Restrictions of Economic Advertising Activities (hereinafter: Act No. XLVIII),
- Act No. CXXXIX of 2013 on the National Bank of Hungary,
- Act No. CXII of 2011 on the Right to Informational Self-Determination and Freedom of Information (hereinafter: Act No. CXII),
- Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter: GDPR),
- Act No. LIII of 2017 on the Prevention and Suppression of Money Laundering and Terrorist Financing (hereinafter: Act No. LIII)
- Decree No. 45/2018 (XII. 17.) of the Hungarian National Bank (MNB) on the detailed rules for the development and operation of the minimum requirements for the implementation of the Act on the Prevention and Suppression of Money Laundering and Terrorist Financing for service providers supervised by the MNB and the Act on the Implementation of Financial and Proprietary Restrictive Measures ordered by the European Union and the UN Security Council,
- Government Decree No. 45/2014 (II. 26.) on the detailed rules of contracts between consumers and businesses.

I. General terms and conditions of the service

1. / The MoneyGram cash transfer service is provided by MoneyGram International SA (Rue Joseph Stevens 7, BE-1000 Brussels, Belgium, hereinafter referred to as "MIS"), which provides the cash transfer service on the basis of the Client's order.
2. / During the provision of MoneyGram cash transfer services, EXC FINANCE performs its customer service and intermediary activities as MIS's payment intermediary in Hungary, on MIS's behalf, in its representation and at its risk.
3. / EXC FINANCE uses intermediary subcontractors in the performance of its activities.
4. / The general terms and conditions of MoneyGram's cash transfer service are contained in the General Terms and Conditions found on the printed data sheet entitled To Send Money and to Receive Money.
5. / MoneyGram partners in individual countries may provide their services with different conditions in accordance with local legislation, permits and restrictions.

6. / By using the MoneyGram services, a contractual relationship is established between the Client and MIS.

II. CONDITIONS FOR SENDING AND WITHDRAWING MONEY IN HUNGARY SPECIFICALLY AND IN THE EXC FINANCE INTERMEDIARY SUBCONTRACTOR NETWORK.

1. / Cash transfer is the transfer of money - without opening a payment account - on the basis of the order of the paying party (Sender) to the beneficiary (Recipient) with the aim of having the money paid out to the beneficiary. MIS does not provide services through a payment service provider acting on behalf of the beneficiary. Payment is made exclusively through cash withdrawal.

2. / The intermediary subcontractors of EXC FINANCE provide MIS's service in their premises during the cash office opening hours announced in situ. At the Client's request, EXC FINANCE provides information on the opening hours of other MoneyGram service providers (e.g. abroad) to the best of its knowledge.

3. / MIS's "MoneyGram" cash transfer service can be requested by all clients only on their own behalf, as beneficial owners of the amount of money to be transferred. No authorised representative has the right to act either when sending the amount or when paying it.

4. / According to the General Terms and Conditions of MoneyGram found on the printed data sheet, the service may only be used by natural person Clients who have reached the age of 18.

5. / MIS is unable to carry out cash transfer orders to one's own name. MIS may only fulfil transfer orders between persons of identical name, in case there is credible evidence that the Sender and the Recipient –in spite of the identical names– are different persons.

6. / All cash transfer transaction orders given to MIS are one-time, occasional orders. Given that the contract is terminated upon completion of the order, MIS does not establish a lasting legal relationship with its Clients.

7. / A daily maximum of USD 8,000 or the equivalent HUF per person may be transferred or withdrawn.

8. / Service completion time: the amount sent by the Sender is available immediately after the Recipient accesses the money transfer reference number issued by the MoneyGram system. The actual time of completion of the order depends on the opening hours of the place of collection, as well as the time when the Recipient appears in person at the payment location for the purpose of cash withdrawal and thus fulfils the payment conditions.

9. / It is the Sender's task and responsibility to notify the Recipient of the cash transfer.

10. / Inactive transactions: If the transferred amount is not paid out within 90 days from the date of sending, the transaction's status will become inactive. Inactive transactions can only be paid after reactivation. We are only able to activate inactive transactions initiated from the branches of EXC Finance and its intermediary subcontractors, by the Sender personally presenting the original cash transfer receipt. Neither MIS nor any of its contracted partners pay interests for inactive transactions.

11. / Upon providing the data required for identification the EXC FINANCE customer service provides immediate information about the completion of the cash transfer order.

III. Sending money

1./ The Sender may issue a cash transfer order only following the verification of his/her identity, by filling out the dedicated auxiliary form and by paying the transfer amount and the transfer fee in cash. For proof of identity, MoneyGram branches only accept a valid identity document. The data of the Sender are recorded during personal identification.

As Sender's proof of identity, a MoneyGram branch only accepts,

- for Hungarian citizens: a valid official identity card and an official address card confirming the residential address together,
- for foreign citizens: passport or personal identification card, provided that it entitles the holder to stay in Hungary, or a document certifying the right of residence, or a document entitling for residence.

The list of acceptable documents is contained in Annex 1 of these terms. No authorised representative can act in place of the Sender.

In some countries, the rules governing the right of representation may differ.

2./ At the time of the cash transfer order, the Sender is obliged to pay the transfer amount, as well as the transfer fee and the fee for other services to the cash office of the intermediary subcontractor of EXC FINANCE. The transfer amount and the fees for the related services can only be settled in the same currency

3./ The Sender is obliged to wait for the verification of the authenticity of the deposited banknotes and coins and their numerical counting. If the Client leave, he/she accepts that his/her departure is a declaration of implied acceptance, by which he/she acknowledges and undertakes to pay for any deficiencies and forgeries found in his/her absence—and thus accepted by Client as existing— by MIS or EXC FINANCE or by any of EXC FINANCE's intermediary subcontractors. In the event of a deficit, the Sender shall also be liable to pay interest on arrears at the base rate of the National Bank of Hungary + 5% of the amount of the deficit. The relevant MoneyGram branch may refuse to accept incomplete or otherwise damaged or contaminated payment instruments. The responsible MoneyGram branch shall take a record of all banknotes and coins whose authenticity is questionable. The withdrawn banknotes or coins will be sent to the National Bank of Hungary for examination, for which period the Client will not be entitled to any reimbursement, and the withdrawal will be at the Client's expense.

4./ For the transfer of funds and for any services used by the Sender, the Sender will pay the fees according to the prevailing tariff. For information on rates and exchange rates, please contact the operators in person, or visit the MoneyGram website. MIS may adjust the tariff periodically in accordance with money market conditions.

5./ The Sender may modify or cancel, in writing, any cash transfer order initiated at any branch of EXC FINANCE's intermediary subcontractors, after the transfer until payment is made, in any MoneyGram branch of EXC FINANCE's intermediary subcontractor. Amendments and withdrawals can only be made by presenting a copy of the original cash transfer order and following the rules for sending money. MIS and EXC FINANCE shall not be liable for any claims of the Recipient, for whatever reason, in the event of modification or withdrawal of the order, for which the Sender shall be liable.

6./ MIS, or EXC FINANCE acting on its behalf, will be entitled to the fee paid at the time of sending the order and the related services even if the recipient of the transfer does not collect the amount transferred, or if the Sender's order is later withdrawn before the amount has been collected. The fee for the order and the related services will be refunded to the Sender if the order is not executed or is executed incorrectly for reasons in the interest of MIS or a person for whom WUPSIL is responsible.

7./ In case of cash transfers initiated at the branches of EXC FINANCE or its intermediary subcontractors, the amount not received by the Recipient will be refunded to the Sender at any MoneyGram branch of EXC FINANCE or its contracted

partners, upon presentation of the customer's copy of the original cash transfer order and proof of identity – the paid amount will be refunded without interest and without the transfer fee.

8./ The Sender shall be responsible for the accuracy of all information provided on the cash transfer form. If a Client specifies a fictitious person or him/herself as the recipient, MIS (also through its contracted intermediaries) will refuse to execute the order. If it is discovered after dispatch that the Recipient is the same person as the Sender or is a fictitious person, MIS, EXC FINANCE or the intermediary subcontractor shall not be liable for any damage resulting from such orders.

IV. Money withdrawal

1./ The amount sent via the MoneyGram cash transfer system is available immediately after the issuance of the transfer verification number and can be collected by the recipient depending on the opening hours of the MoneyGram partners in the relevant country. Inactive transactions (transferred and not collected for more than 90 days) are not eligible for payment and require reactivation of the transaction by the Sender.

2./ Only the following are required to collect the amount transferred:

- a) the name of the Recipient,
- b) proof of the identity of the Recipient,
- c) the exact name of the Sender provided by the Recipient,
- d) the name of the country of transfer by the Recipient, for USA and Mexico including the state,
- e) the transfer verification number of the transaction (Reference Number) provided by the Recipient,
- f) indication of the amount transferred by the Recipient (with a maximum 10% variation), (for amounts below USD 1000)

If the Recipient provides his/her own name along with proof of identity, the Sender's name, country (including the state in the case of the USA and Mexico), the transfer control number and the expected amount with a maximum 10% difference (for amounts less than USD 1000), the amount transferred will be paid to any MoneyGram partner in the country of destination. The former conditions are strictly checked and recorded on the receipt form each time a payment is made. The Recipient shall prove his/her identity with a proof of identity acceptable under Hungarian law. The list of acceptable documents is contained in Annex 1 of these terms.

No authorised representative may act on behalf of a Recipient.

3. / Payment is not possible in the absence of a valid identity document. If the client does not hold an acceptable form of identification, the service will be refused in accordance with MIS's payment terms in Hungary.

4./ If the Sender has also ordered a message forwarding service at the time of the order, the message will be delivered at the time of payment.

5./ The amount transferred will be paid in cash, but according to the rules in force in some countries of destination, MoneyGram partners can also pay by cheque in whole or in part.

6./ The amount transferred is normally paid in the currency of the recipient's country, but in some cases the payment can

be made in the official currency of the country of destination and/or in USD, and/or EUR, or in other currencies other than the official currency. In Hungary, payments in HUF, USD and EUR can be made at the branches of EXC FINANCE's intermediary subcontractors.

If the transfer amount is not paid in the currency of the Sender's country, it will be converted at the exchange rate listed by MoneyGram. If the Sender has fixed the currency of the payment and thus the exchange rate at the time of the transfer, the payment can only be made in the currency and at the exchange rate fixed by the Sender.

At the subcontracting branches of EXC FINANCE's intermediaries, payment can be made in USD, EUR and HUF - subject to the above, some branches may only be able to pay in HUF.

When paying out the amount, the paying office may apply rounding: e.g. for payments in USD no cents, for payments in HUF no fillérs will be paid. The change amounts are rounded down below 50 and up from 51.

In the case of payments in HUF, rounding shall be carried out in accordance with the provisions of Act No. III of 2008 on the rules of rounding required as a result of the withdrawal of HUF 1 and HUF 2 coins.

7./ The address given as the address of the Recipient on the transfer form

- a) is not considered the place of execution of the order, as the transfer can be collected at any MoneyGram partner within the country of destination after proof of identity.
- b) The identity of the address given as the address of the Recipient on the transfer form with the address on the document presented at the time of payment is not a condition for payment, given that a person may hold several forms of identification (passport, identity card) and several addresses at the same time, and that identity documents do not always contain the address of the person entitled to use them.

8./ During the payment process, the transaction operator verifies the accuracy of the data based on the documents submitted. The system uses internationally uniform First Name Last Name fields. If the name in the system does not match the name in the documents, the operator must refuse the payment. These include, for example, first names and surnames being mixed up in the system, the absence of a middle name, or the incorrect order of first names.

V. Legal assessment

/ A cash transfer order given to MIS is a contract of agency in the interest of a third party as defined in the Civil Code, by which the Sender instructs MIS to make the amount paid by the Sender available for collection by the Recipient in the country indicated through the system and according to its rules. The contract concluded between MIS and the Sender does not constitute a contract for the benefit of a third party according to the Civil Code, as the Recipient does not become directly entitled to the transferred amount upon notification of the transfer, and the Sender has exclusive control over transaction until its payment to the Recipient. The Sender may revoke or amend the transfer order prior to payment to the Recipient. MIS shall not be liable in any respect for any claims of the Recipient resulting from the revocation or modification of the transfer order, nor for any claims the Sender and the Recipient may have against each other.

1./ A cash transfer without opening a payment account is the transfer of funds paid by a payer to the beneficiary or to a payment service provider acting on behalf of the beneficiary for the purpose of making a payment to the beneficiary. MIS does not provide services through a payment service provider acting on behalf of the beneficiary. Payment is made exclusively through cash withdrawal.

2./ When using the MoneyGram cash transfer service, it is important to use the service as intended. MIS may refuse to

execute orders that constitute an improper use of its cash transfer services (in particular, but not limited to: the recipient being identical to the sender, improper use of the test question, use of the transfer service as a deposit, down payment, advance payment or purchase price, recipient not being in the country of destination), if it is presumed that the use is improper, and shall not be liable for any damages arising from such orders under any circumstances.

VI. Erroneous payments

1./ EXC FINANCE informs its Clients that, in certain circumstances, the execution of transfers may result in payments below or above the amount transferred. In such cases, EXC FINANCE will inform the Client in writing of the difference between the amount transferred and the amount received.

2./ MIS reserves the right to deduct or credit the difference between previous transfers in subsequent transactions initiated or received by the same person, after prior written notification.

VII. For the security of your transactions, please keep the following in mind:

1./ Please note that the speed and security of MoneyGram cash transfers are guaranteed only when used as intended.

2./ For the safety of our Clients, we ask our Clients **not to send any funds**

- a) **to an unknown person.**
- b) in exchange for an online purchase (goods, services, live animals, e.g.: vehicle, mobile phone, dog... etc.) as security for any commercial transaction,
- d) as a deposit, security deposit, advance payment or any kind of administrative fee (e.g. rent, money loan or inheritance promise, transport costs, bank charges)
- e) for a fictitious person,
- f) for a recipient who is not in the country of destination

The amount sent via the MoneyGram cash transfer system is available immediately after the issuance of the transfer verification number. The use of a money transfer with the intention of delaying the payment of the transfer is considered as improper use of the service (e.g. the recipient is not in the country of destination when the funds are transferred). It is prohibited to give any (one or more) details of the transfer to a third party! Under no circumstances will MIS or its agents be liable for any damages arising from such orders.

VIII. Supervision of the activities of EXC FINANCE

1./ EXC FINANCE is the Hungarian Payment Intermediary of MoneyGram International SA (Rue Joseph Stevens 7, BE-1000 Brussels, Belgium) (MIS). National Bank of Hungary (H-1013 Budapest, Krisztina krt. 39., central mailing address: H-1535 Budapest, 114. Pf. 777.) has registered EXC FINANCE as a Payment Intermediary.

Additional information: felugyelet.mnb.hu

2./ A MoneyGram International SA (Rue Joseph Stevens 7, BE-1000 Brussels, Belgium) (MIS) is supervised by the Belgian Ombudsman for Financial Services, address: North Gate II, Boulevard du Roi Albert II, n°8, bte. 2, 1000 Bruxelles, Belgium; e-mail address: ombudsman@ombudsfin.be; fax: +32 2 545 77 79, or complete the on-line form on their website www.ombudsfin.be within 6 months of the date of the final reply. You also have the right to lodge a complaint with the local ombudsman in your country and to use local out-of-court and redress procedures to register your complaint. More information is available on the website of the European Consumer Financial Complaints Network via <https://ec.europa.eu>.

For any additional questions, please contact the EXC FINANCE customer service, whose contact details are:

EXC Finance Kft.
H-1012 Budapest, Vérmező út 4.
Tel: 36-70-383-1081
E-mail: info@excfinance.hu

IX. Handling complaints

A basic requirement of our business practice is to investigate our clients' concerns promptly and remedy any errors found. We therefore record all complaints and prioritise their resolution. We also regularly analyse the comments we receive and use the results to improve our services and customer care. EXC FINANCE treats complaints and complainants equally, without discrimination of any kind, under the same procedure and rules.

Complaint handling must be prompt, fair and substantive, with the cause and reason for the complaint being identified and then remedied as soon as possible.

In the handling of complaints, EXC FINANCE considers and expects from its Clients the basic requirement of reasonable, informed and prudent consumer conduct, acting with due diligence and care.

EXC FINANCE strives to provide a professional, substantive, explanatory and up-to-date response to complaints received, which meets the requirements of clarity.

Definitions:

Complaint: Any individual request or notification against the activities of EXC FINANCE, the intermediated service, in which the Complainant objects to the conduct of EXC FINANCE and makes a specific and clear claim.

The Client's request for general information, opinion or statement from EXC FINANCE does not constitute a complaint.

Complainant: may be a natural person, a legal person, an unincorporated business or any other entity that uses the EXC FINANCE service or is the recipient of information or an offer related to the service, or a representative of any of the above. The complainant is usually a client of EXC FINANCE, but a person who complains about EXC FINANCE's conduct not in relation to a specific service, but in relation to other activities related to the service (such as advertising), is also considered a complainant.

Consumer: among the Complainants, a natural person acting for purposes other than his/her own occupation and economic activity, or, for the purposes of the rules applicable to conciliation bodies, a non-governmental organisation, ecclesiastical legal person, condominium, housing association, micro, small and medium-sized enterprise, as defined by a separate law, acting for purposes other than his/her own occupation and economic activity, who buys, orders, receives, uses, makes use of goods or is the addressee of commercial communications or offers relating to goods.

Client: Complainant and Consumer together.

Product: any marketable movable tangible property that can be taken into possession, excluding money, securities and financial instruments, and natural resources that can be used as a commodity.

Service: any activity, other than the sale of goods, real estate or intangible assets, performed for consideration, which

involves the creation of a result, the performance of a task or other conduct in order to satisfy a customer's or client's request.

Goods: products, immovable property, intangible assets and services.

Sales price: the price per unit or quantity of a product.

Unit price: the price per unit of measurement of the product as defined in the legislation implementing Act No. CLV of 1997 on Consumer Protection.

Commercial practice: any conduct, activity, omission, advertising, marketing or other commercial communication of an undertaking or of a person acting for or on behalf of an undertaking directly related to the sale, supply or promotion of goods to consumers.

Commercial communication: the communication of information directly related to the independent occupation or economic activity of an undertaking, irrespective of the medium or means of presentation. Invitation to purchase: in a commercial communication, the indication of the characteristics of the goods and their price or charge, according to the means of communication used, in such a way as to enable the consumer to purchase or use the goods.

Transactional decision: the consumer's decision whether, how and under what conditions to enter into a contract, and whether to exercise any of his/her rights in relation to the goods.

Distribution: the making available of a product by an undertaking for sale, consumption or use, whether in return for payment or free of charge, including offering it to the consumer.

Authorised representative: the parties may act through an authorised representative. An authorised representative may be any natural or legal person or any entity without legal personality. A person cannot be an authorised representative: if he/she has not yet reached the age of eighteen; if he/she has been disqualified from public office by a final court judgment or if he/she has been placed under guardianship by a final court judgment.

Authorisation: The authorisation must comply with the requirements of Article 325 of Act No. CXXX of 2016 on the Code of Civil Procedure.

9.1. Procedure for handling complaints

Reporting and recording a complaint

The ways in which Clients can lodge complaints:

Written complaint: - on a complaint form - by e-mail

Notification in case of a written complaint

To ensure a more efficient administration, EXC FINANCE asks its Clients to submit their complaints in a written form whenever possible. In order for the complaint to be examined, a precise description of the specific case and, in the case of multiple complaints, a separate record of the complaints and their grounds, as well as an indication of the specific claim and a copy of the documents supporting the complaint must be attached to the submission. If the complaint has a history, EXC FINANCE will also ask for related information (e.g. client copy of the sender's receipt, transaction number, place and date of the transaction).

The Client's signature is required for a written complaint to be valid. When a written complaint is submitted by a representative or by a proxy, EXC FINANCE will verify the right of representation, therefore, if the parties act by proxy, the complaint must include the name of the natural person acting as proxy and the original power of attorney signed by the proxy and by at least two witnesses or written and signed in his/her own handwriting.

Client can send a written complaint to:
Company name: EXC Finance Kft.
Company postal address: H-1012 Budapest, Vérmező út 4.
EXC FINANCE e-mail address: panasz@excfinance.hu

9.2. Investigating and responding to a complaint

Written complaint:

In the case of a written complaint, EXC FINANCE will investigate the complaint substantially and will send its position and its decision/measure regarding the complaint in writing to the Client within 30 days of its notification, stating the exact grounds for the decision/measure. On request, EXC FINANCE will also notify the Client of the outcome of the investigation by phone or e-mail.

EXC FINANCE may need additional information from the Client during the investigation of the complaint. In this case, it is in the Client's interest to respond as soon as possible, as EXC FINANCE cannot continue the procedure until the relevant information is provided.

EXC FINANCE will endeavour to handle complaints within the shortest possible time limits and will ensure that its decision to investigate, rectify or reject the complaint is taken in accordance with the applicable legislation. It will send its decision on a complaint to its Clients within a maximum of 30 days, stating its reasons in a clear and comprehensible manner and responding to all the concerns raised.

EXC FINANCE cannot charge the Consumer any extra fee for the investigation of a complaint.

In particular, EXC FINANCE may request the following information from the Client in the course of complaint handling:

- a) name;
- b) Unique 8-digit identification number of the transfer (Reference Number);
- c) residence, registered office, postal address;
- d) phone number;
- e) notification method;
- f) the product or service affected by the complaint;
- g) description of the complaint, cause;
- h) the complainant's claim;
- i) a copy of any documents in the client's possession which are necessary to substantiate the complaint and which are not available to the service provider;
- j) for a client acting by proxy, a valid authorisation;
- k) any other data necessary to investigate and respond to the complaint.

9.3. Description of the complaints handling process

Once a complaint has been filed, EXC FINANCE's primary responsibility is to determine whether or not the report constitutes a complaint under the definitions set forth in this Policy. If so, the complaint will be registered.

Once the complaint is registered, the investigation of the complaint is started. During the investigation phase, missing

information and, if necessary, expert advice can be obtained.

If all the information relevant to the complaint is available, the investigation phase is closed and a decision is taken.

The decision can take three forms:

1. Acceptance of a complaint
2. Partial acceptance of complaint
3. Rejection of a complaint

Decision-making is followed by the preparation and sending of the client response at the end of the complaint procedure, in the form of communication specified by law or requested by the Client (in writing by post, e-mail, etc.).

EXC FINANCE pays particular attention to ensuring quality complaint handling and, following the closure of each complaint, it carries out a monitoring (analytical) activity of the whole complaint handling process, including:

- the processing time of complaints, broken down by different aspects;
- the number of complaints;
- complaints related to specific products/services/transactions;
- overall customer satisfaction with complaint handling;
- or customer satisfaction in relation to specific complaints.

9.4. Information on legal remedies

9.4.1. If the complaint is rejected, EXC FINANCE will inform the Client in writing of its position on the remedy and of the body, authority or court to which the Client may refer the complaint, depending on its nature. The Client will have these options even if the 30-day time limit for responding to the complaint has not been met.

9.4.2. The possibilities for filing and resolving a complaint outside of EXC FINANCE differ depending on whether the Complainant, who may or may not be considered a Consumer, wishes to file a further complaint.

9.4.3. In case the complaint handling by EXC FINANCE does not lead to a satisfactory result for the Consumer or if no reply is received within 30 days, the following remedies are available:

a) appeal to the Financial Arbitration Board under Act No. CXXXIX of 2013 on the National Bank of Hungary (Registered office: H-1054 Budapest, Szabadság tér 9., Tel.: +36 (1) 428 2600, Fax: +36 (1) 429 8000, E-mail: info@mnbb.hu, Mailing address: National Bank of Hungary H-1850 Budapest, Customer service: H-1013 Budapest, Krisztina krt. 39., Customer service telephone number: +36 (80) 203 776, Financial consumer protection e-mail: ugyfelszolgalat@mnbb.hu), furthermore

b) appeal to the court with jurisdiction under the rules of Act No. CXXX of 2016 on the Code of Civil Procedure. The Financial Arbitration Board has the competence and jurisdiction to settle out-of-court disputes between consumers and EXC FINANCE concerning the establishment and performance of a legal relationship (hereinafter referred to as “consumer financial dispute”) To this end, the Financial Arbitration Board will attempt to reach a settlement and, if this is unsuccessful, will decide on the case in order to ensure the simple, quick, efficient and cost-effective enforcement of consumer rights.

9.4.4. If the complaint handling by EXC FINANCE is not satisfactory for the Complainant, who is not considered a consumer, the following remedies are available: in case of any dispute, in particular regarding the formation, validity, effects and termination of the contract, as well as the breach of contract and its effects, the Complainant may apply to

the competent court in accordance with the rules of Act No. CXXX of 2016 on the Code of Civil Procedure. The competent court of jurisdiction for EXC FINANCE is the Central District Court of Pest, Address: H-1055 Budapest, Markó u. 25. Postal address: H-1887 Budapest, Pf.: 28.)

9.5. Complaints register

EXC FINANCE keeps a record of Customer complaints and the actions taken to resolve them, which includes the following principal data:

- the Complainant's data
- a description of the complaint, stating the event or fact which is the subject of the complaint
- the date and method of lodging the complaint
- a description of the measure taken to remedy the complaint and, in the event of refusal, the respective reasons
- the name(s) of the person(s) responsible for handling the complaint or implementing the measure, as well as the deadline for completing the measure and for closing the complaint
- information and any expert opinion obtained during the investigation
- a decision on the claim identified in the complaint
- the time and method of replying to the complaint
- other information related to the analysis and development of complaint handling • (e.g.: cause of complaint, frequency)

EXC FINANCE will archive written complaints, including the record of the complaint made in person, and the replies to them for five years and will make them available to the supervisory authorities upon request. After the retention period has expired, the data carriers (documents) must be destroyed.

The personal data recorded in the register of complaints may only be used for the purpose of registering and handling complaints.

In addition, EXC FINANCE is entitled, in order to enforce its rights or fulfil its obligations, to keep documents relating to complaints in paper or electronic form in accordance with the rules on the retention of evidence applicable to the complaint, but at least until the expiry of the limitation period provided for in the civil law rules of limitation.

Complaints handling is governed by the EXC FINANCE Complaints Handling Policy.

X. Personal data protection

EXC FINANCE acts as MIS's data processor for the processing of data related to the MoneyGram money transfer service, and its rights and obligations in relation to the processing of data are determined by the data processor. In the course of its activities, it carries out independent data processing within the scope of Act No. LIII of 2017 on money laundering, as detailed in its Regulations concerning Money Laundering.

Certain information and data are essential for the performance of the service: without these, the performance of the service may be refused, or, in the case of a statutory provision, there is a mandatory ground for refusal. By using the service, the Client assumes full responsibility for the authenticity and accuracy of the data provided. The Client also assumes full responsibility for the lawful processing and disclosure of third-party personal data. When processing the personal data of Clients and other data subjects, EXC FINANCE always acts in accordance with the applicable legal provisions, in particular the GDPR.

XI. Code of Conduct

Code of conduct: an agreement or set of rules, established in the context of market self-regulation, which sets out rules of conduct to be followed in relation to a commercial practice or sector of activity by undertakings that accept the code as binding on them (hereafter referred to: adherence to a code of conduct).

EXC FINANCE informs its Clients that it is not subject to a Code of Conduct.

Budapest, 24 June 2023

These Terms of Business enter into force

from 1 July 2022

EXC Finance Kft.

Annex No.1 : Identity documents accepted when processing MoneyGram transfers

For Hungarian citizens:

- Hungarian identity card (paper format),
- Hungarian identity card (plastic card format) **AND** official proof of residence (address card) together,
- Hungarian passport **AND** an official proof of residence (address card) together,
- new type of Hungarian driving licence (plastic card format) **AND** an official proof of residence (address card) together,
- the Hungarian identity card application form is acceptable for 30 days from the date of issue.

For foreign citizens:

- passport,
- Hungarian residence permit with a photo (**except** permanent residence card starting with the letters AK),
- An identity card issued by a Member State of the European Union, Andorra, Iceland, Liechtenstein or Switzerland.

In any case, only documents that entitle the holder to stay in Hungary may be accepted.

Expired, invalid, damaged or other documents not listed above (e.g. foreign driving licence, foreign residence permit, Hungarian driving licence issued to a foreigner, student card, diplomat or foreign service card, social security card, tax card) **cannot be accepted!**

We do not accept official proof of missing documents (e.g. a police or immigration office report).