Additional General Terms and Conditions
of Barion Pixel

Effective from: 5 September 2019

General Terms and Conditions of Barion Payment Inc. (registered seat: H-1117 Budapest, Infopark sétány 1. I. épület 5. emelet 5.; court of registration: Court of Registration of the Metropolitan Court of Justice; company registration number Cg. 01-10-048552; VAT number: 25353192-2-43, community VAT number: HU25353192) as service provider of Barion Pixel.

General Terms and Conditions of Barion Payment Inc. as electronic money institution concerning Barion service (hereinafter referred to as: **Barion General Terms and Conditions or Barion GTC**) apply with the modifications set forth in these Additional General Terms and Conditions.

1. Definitions

Capitalised expressions used in these Additional General Terms and Conditions correspond to the terms used in Barion General Terms and Conditions. Furthermore, in these Additional General Terms and Conditions, the following words and expressions shall have the following meaning:

1.1 Barion Privacy Notice

Privacy Notice of the Service Provider as in effect at any given time and published on www.barion.com websit.

1.2 Barion Cookie Notice

Cookie Notice of the Service Provider as in effect at any given time and published on www.barion.com websit.

1.3 Barion Pixel

A java script based assessment code which is placed on the Merchant's Website and follows the activity of Website's Visitors with the help of cookies placed on the browser of Website's Visitors. After placement of a cookie on the device of Website's Visitors, Barion Pixel collects data on Website's Visitors and their browsing habits, and directly transfers such data to the server of the Service Provider. The Service Provider uses such data for risk analysis and assessment for fraud prevention purposes (Barion Privacy Notice, Section 5.4), and for examination of behavioural habits for personalisation of marketing ads and offers (Barion Privacy Notice, Section 5.12) in accordance with Barion Privacy Notice as in effect at any given time. Barion Pixel has two versions: Barion Pixel Basic Version and Barion Pixel Full Version.

1.4 Barion Pixel Basic Version

The version of Barion Pixel which collects data exclusively for risk analysis and assessment for fraud prevention purposes.

1.5 Barion Pixel technical documentation

The document published on the Service Provider's website or by any other means specifying the technical conditions of using Barion Pixel.

1.6 Barion Pixel Full Version

The version of Barion Pixel which collects data both for risk analysis and assessment for fraud prevention purposes, and for examination of behavioural habits for personalisation of marketing ads and offers.

1.7 Consent Management Platform

It is a software which obtains and records statements (consent or refusal) of the Merchant's Website's Visitors concerning data processing with cookies and complying with data protection and other regulations as in effect at any given time.

1.8 Claim to enforce rights

Any and all claims submitted or enforced by a third party against the Merchant or the Service Provider or any and all procedures initiated against them, in which it is claimed that the data processing operation performed via the Merchant's Website with the use of Barion Pixel infringes the third person's rights related to personality or data protection.

1.9 Merchant's Privacy Notice

Privacy notice - regardless of its name - published on the Merchant's Website with the objective to provide information complying with data protection regulations as in effect at any given time on data processing performed by the Merchant to the Visitors of the Website.

1.10 Merchant's Cookie Notice

Cookie Notice - regardless of its name - published on the Merchant's Website with the objective to provide information complying with data protection and other regulations as in effect at any given time on the use of cookies on the Website to the Visitors of the Website. The Merchant's Privacy Notice and the Merchant's Cookie Notice – regardless of their name – may also be included in one document.

1.11 Service Provider

The Issuer specified in Barion General Terms and Conditions who is the developer and operator of Barion Pixel and data controller of data during data collection performed with the Barion Pixel cookie.

1.12 Website

Website of the Merchant's Acceptor approved by the Service Provider.

1.13 Website's Visitor

Users visiting the Website.

2. Technical conditions for Barion Pixel

2.1. The Merchant undertakes to implement Barion Pixel in its Website in accordance with the Technical documentation of Barion Pixel published by the Service Provider (hereinafter referred to as: **Implementation**). Contractual implementation of the Barion Pixel Basic or Full Version is a prerequisite for approval of the Acceptor.

2.2. For implementation of Barion Pixel on the Website, the Merchant shall ensure existence of technical conditions and their appropriate setting at its own cost. The Service Provider shall not be responsible for any damage arising from deficient or incorrect completion of the implementation specified in Section 2.1.

2.3. The Service Provider reserves the right to change the technical conditions for Barion Pixel if this is required according to the judgment of the Service Provider due to any recent technological development or in the interest of the security of the service. The Service Provider shall publish the modified technical conditions on its own website. The Merchant shall, at its own expense, ensure compliance with the changed technical conditions by the date specified in the publication

of the changed conditions.. If the Merchant fails to meet this obligation, the Service Provider shall not be liable for any damage caused by this failure to the Merchant or to any third party.

2.4. The Merchant undertakes that after contractual implementation of Barion Pixel on the Website, during existence of the Acceptor, it operates and technically ensures operation of Barion Pixel on its Website in the form provided by the Service Provider in order to allow that Barion Pixel may place cookies on the devices of the Website's Visitors in accordance with legal provisions as in effect at any given time.

3. License

3.1. In order to ensure performance of this Contract the Service Provider grants to the Merchant a royalty free, timely and geographicaly limited, non-exclusive, non-transferable license to use Barion Pixel and related documentation as copyright works to the extent required by such performance. The license expressly does not cover reproduction, copying, modification, revision, distribution of Barion Pixel (making it available on physical data carriers). The license may not be transferred to third persons and no further license may be provided to third persons. The Service Provider retains and does not grant the ownership of copyright related to Barion Pixel and related documentation as copyright works to the Merchant.

3.2. The license under this Section may be exercised by the Merchant until contractual existence of the Acceptor.

4. Data Processing and Data Protection

4.1. Barion Pixel is a cookie developed and operated by the Service Provider which performs data collection and data transfer directly for the Service Provider as data controller. With implementation of Barion Pixel on the Website, the Merchant as operator of the Website cooperates in the placement of Barion Pixel cookie on the device of the Website's Visitor. During this, the Merchant does not perform any personal data processing, does not become aware of any personal data..

4.2. The Service Provider processes personal data collected with Barion Pixel for risk analysis and assessment for fraud prevention purposes based on its legitimate interest (Barion Privacy Policy, Section 5.4). The Service Provider places the Barion Pixel primarily for risk analysis and assessment for fraud prevention purposes as a necessary operational cookie.

The Service Provider also uses data collected with the Barion Pixel Full Version - besides fraud prevention purposes - for examination of behavioural habits for personalisation of marketing ads and offers (Barion Privacy Notice, Section 5.12). For this purpose, data processing performed by the Service Provider may only be possible with the relevant consent of the Website's Visitor. The Barion Pixel Full Verion is a cookie subject to consent, if it also collects data for examination of behavioural habits for personalisation of marketing ads and offers.

The Service Provider states and warrants that it processes data collected with Barion Pixel exclusively for the purposes specified herein, in accordance with its Privacy Notice as in effect at any given time, and does not use such data for any other purposes.

4.3. The Merchant as operator of the Website shall inform the Website's Visitors of cookies used by the Website in accordance with data protection and other legal regulations as in effect at any given time in advance, before their placement on the device of Website's Visitors.

The Merchant states and warrants that it publishes the Merchant's Cookie Notice and the Merchant's Privacy Notice complying with data protection and other legal provisions as in effect

at any given time on the Website. The Merchant states and warrants that it complies with data protection and other legal provisions as in effect at any given time during operation of the Website.

4.4. Considering Section 4.2, if the Merchant implements the Barion Pixel Full Version, as operator of the Website it shall obtain and record consent of the Website's Visitor which complies with data protection regulations as in effect at any given time, and is necessary for placement of the cookies and data processing performed with such cookies for marketing purposes (hereinafter referred to as: **Consent of the Website's Visitors**), and shall inform the Service Provider thereof in accordance with the Technical Documentation of Barion Pixel – in the manner and form specified therein (see consent event). For this, the Merchant shall apply the Consent Management Platform on its Website.

If the Merchant implements the Barion Pixel Full Version, the Merchant states and warrants that it fully complies with its obligations under this Section during the term of this Contract.

4.5. For contractual performance of Sections 4.3 and 4.4, the Service Provider recommends samples concerning Barion Pixel and in the opinion of the Service Provider complying with good practices related to data protection (such as Cookie Notice sample for the Website's Visitor, Consent sample for the Website's Visitor) and Consent Management Platform in the Technical documentation of Barion Pixel as in effect at any given time. These are the minimum requirements the Merchant shall meet concerning Section 4.3 and 4.4. The Merchant shall be liable for all damages arising from failure to meet such requirements towards the Service Provider.

4.6. The Merchant shall inform the Service Provider of all Claims to enforce rights of which the Merchant has become aware as soon as reasonably possible, but no later than within 5 (five) working days after becoming aware of such claims. If a Claim to enforce rights contains information on the basis of which a data breach may be suspected, the Merchant shall inform the Service provider thereof as soon as possible, but within 24 (twenty-four) hours.

4.7. The Merchant is aware of the fact that the data controller of data collected with Barion Pixel is the Service Provider, therefore, it is the Service Provider's essential and legitimate interest to lawfully inform the Website's Visitors and obtain their lawful consent, and as data controller it is its legal obligation the Service Provider is liable for. Considering the above, if the Merchant fails to comply with the obligations set forth in Section 4.3–4.5, it may endanger or prevent lawful data processing performed by the Service Provider, and the Merchant is liable towards the Service Provider, and shall fully indemnify the Service Provider for all Claims to enforce rights or other claims, costs, expenses, losses resulting therefrom (including attorney fees, legal costs and costs of an eventual settlement).

4.8. The Merchant is aware of the fact that the success of the Service Provider as payment service provider operating in the financial market is based on its good reputation and the customers' trust in the Service Provider and its products. Based on the above, the Merchant acknowledges and accepts that its activity performed within the cooperation may not damage the good reputation of the Service Provider, its activities, services or products offered by the Service Provider under any circumstances, and may not lead to the decrease of customers' trust in the Service Provider. Considering the above, the Merchant shall refrain from all conducts which may result in the above. If the Merchant fails to comply with this obligation due to a reason attributable to the Merchant, it shall be liable for all damages towards the Service Provider.

4.9. The warranty obligation under Sections 4.3 and 4.4 shall be borne by the Merchant until Barion Pixel is placed on the Website of the Merchant.

5.   Liability, breach of contract

5.1. The Service Provider shall not be liable for damages incurred to the Merchant due to the following reasons:
   a. the Merchant does not use or implement Barion Pixel as intended;
   b. the Merchant fails to comply with legal provisions related to data protection;
   c. the Merchant partially or fully fails to comply with provisions of the Contract, including these Additional General Terms and Conditions.

5.2. The Service Provider shall be entitled to supervise compliance of the Merchant with these Additional General Terms and Conditions, especially Section 4 at any time. In order to perform this supervision, the Merchant shall fully cooperate with the Service Provider, and shall provide the Service Provider with all necessary information.

5.3. Should the Merchant breach these Additional General Terms and Conditions, it shall be considered as Breach of Contract under Sections 6.1.23 g) and 21.7 a) of Barion GTC, and the Service Provider shall be entitled to terminate the Acceptor services (closure of the Acceptor) and/or these Additional General terms and Conditions and/or the Contract with immediate effect.