

**Conditions of travel miles collecting programme related to Miles & More MKB MasterCard Gold and Standard,
and Miles & More MKB MasterCard Gold PayPass and Standard PayPass credit cards
(Conditions of Miles Collection)**

Effective from 01 July 2014

The conditions of participating the travel miles collecting programme **related to** Miles & More MKB Gold, Miles & More MKB Gold PayPass, Miles & More MKB Standard, or Miles & More MKB Standard PayPass credit cards (hereinafter: **MM Credit card**) issued by MKB under the joint name of Miles & More International GmbH. (registered seat: Dornhof str. 100, 63263 Neu-Isenberg, Germany), as the company managing the Frequent Flyer programme of Deutsche Lufthansa Aktiengesellschaft (hereinafter: **Lufthansa**) (hereinafter: "**MM**") and MKB Bank Nyrt. (hereinafter: "**MKB or Bank**") are as follows (hereinafter: "**Conditions of Miles Collection**").

1. DEFINITIONS

- 1.1. MM Credit card:** Miles & More MKB MasterCard Gold, Miles & More MKB MasterCard Gold PayPass, Miles & More MKB MasterCard Standard, and Miles & More MKB MasterCard Standard PayPass credit cards, which are issued by the Bank according to and pursuant to the conditions of MM Credit card Application and contract.
- 1.2. Cardholder:** parties for whom the Bank issues an MM Credit card, including partner cardholders.
- 1.3. MM Credit Card Application and contract:** A contract entered into by and between the Bank and its customer, which sets forth the conditions of the issue and use of the MM Credit card.
- 1.4. Frequent Flyer programme:** A programme created and operated by Lufthansa, handled by Miles & More GmbH. under which those joining the Frequent Flyer programme may collect miles when they travel under the terms and conditions specified under the programme and exchange those for services.
- 1.5. Frequent Flyer:** Natural persons joining the Frequent Flyer programme, who has valid HON Circle, Senator, Frequent Traveller, Base or Instant Frequent Flyer status, according to the rules of the Frequent Flyer programme.
- 1.6. Frequent Flyer card:** A card issued by MM for the Frequent Flyer.
- 1.7. Frequent Flyer card status:** HON Circle, Senator, Frequent Traveller, Base or Instant, according to the rules of the Frequent Flyer programme.
- 1.8. Frequent Flyer account:** An account opened and kept by MM, used for crediting and registering the Status miles and Award miles obtained under the Frequent Flyer programme and for the settlement of the use thereof, whose detailed rules are contained by the Frequent Flyer programme.
- 1.9. Miles obtained under the Frequent Flyer programme:** each mile, which is registered by MM on the Frequent Flyer account to the benefit of the Frequent Flyer, including the Status miles, the Award miles, the welcome bonus due per MM Credit card application, and the miles collected through MM Credit card purchases.
- 1.10. Status miles:** One type of miles collectible by the Frequent Flyer according to the rules of the Frequent Flyer programme, whose detailed rules are specified under the Frequent Flyer programme and which also defines the status of the Frequent Flyer card.
- 1.11. Award miles:** One type of miles collectible by the Frequent Flyer according to the rules of the Frequent Flyer programme, whose detailed rules are specified under the Frequent Flyer programme and which does not modify the status of the Frequent Flyer card.
- 1.12. Welcome bonus:** Award mile credited to the Cardholder on the Frequent Flyer account after the first time the MM Credit card is used for other than cash withdrawal.
- 1.13. Collected miles:** The sum of each mile earned after each 1 (one) Euro (or equivalent HUF or other currency amount) spent for purchase transactions made by using the MM credit card, credited by MM on the Frequent Flyer account. The HUF amount is the sum debited by the Bank to the credit account after the use of the MM Credit card referred to in this point.

1.14. Mile collecting programme: A programme created for Cardholders and functioning under the Frequent Flyer programme whose rules are contained by these conditions of miles collections.

1.15. Business Rules: The Business Rules of MKB Bank Nyrt. on the keeping of bank accounts, deposit collection and related services.

2. CONDITIONS OF PARTICIPATION IN THE MILE COLLECTION PROGRAMME

2.1 Through the Bank accepting the MM Credit card application, the Cardholder will become a participant of the Mile collection programme.

2.2 The Cardholder does not have to be a Frequent Flyer when submitting his/her MM Credit card application, and it is not a condition of the application to have a valid Frequent Flyer card.

2.3 Through the application for an MM Credit card, in accordance with the cooperation of MM and MKB, the Cardholder requests admission into the Frequent Flyer programme and the issue of a Frequent Flyer card with the addition that he/she shall accept these Conditions of Miles Collection as well as the conditions of the Frequent Flyer programme.

2.4 The condition of the issue of an MM Credit card is the presentation of a valid Frequent Flyer card, or requesting admission to the Frequent Flyer programme.

2.5 If the Cardholder already holds a Frequent Flyer card when submitting his/her application for an MM Credit card, the number and status thereof must be entered legibly into the MM Credit Card Application and contract and at the same time the MM Credit Card Application and contract must be completed and signed.

2.6 MM shall forward the Frequent Flyer card to the Cardholder, to the mailing address specified in the MM Credit Card Application and Contract.

2.7 The admission of the Cardholder into the Frequent Flyer programme is the responsibility of MM with the addition that it is the obligation and responsibility of MKB to hand over the Cardholder data necessary for the admission and supplied in the MM Credit Card Application and contract.

2.8 In case a Partner card is applied for it is only the data of the Main cardholder's Frequent Flyer card that can be supplied for the settlement of the Welcome bonus and the Collected Miles.

2.9 Under the Frequent Flyer programme each Welcome bonus and Collected Mile will be due to the Main cardholder, and MM will settle each miles collected by the Partner cardholder to the Main cardholder's Frequent Flyer account.

2.10. In case the Cardholder's Frequent Flyer membership or participation in the Frequent Flyer Programme is terminated for any reason, MKB is entitled to terminate the MM Credit card Application and contract with immediate effect.

3. CALCULATION AND REGISTRATION OF THE WELCOME BONUS AND THE COLLECTED MILE, RULES OF HOW TO USE THESE

3.1. MM shall credit a Welcome Bonus to the Frequent Flyer's account in accordance with the conditions of the Frequent Flyer programme and when the Cardholder holds an activated MM Credit card and valid Frequent Flyer card.

3.2. In case a **Gold, or Gold PayPass type of MM Credit card** is issued, MM will credit a one-off 8,000 (eight thousand) Welcome Bonus after the first use of the Main credit card for purchase, and a one-off 2,000 (two thousand) Welcome Bonus after the first use of the Gold type of MM partner card for purchase to the Main cardholder's Frequent Flyer account.

3.3. In case a **Standard, or Standard PayPass type of MM Credit card** is issued, MM will credit a one-off 3,000 (three thousand) Welcome Bonus after the first use of the Main credit card for purchase, and a one-off 1,000 (one thousand) Welcome Bonus after the first use of the Standard type of MM partner card for purchase to the Main cardholder's Frequent Flyer account.

3.4 The Welcome Bonus is credited once for each customer, upon the first use of the Credit card to the Main cardholder's Frequent Flyer account. If the Customer requests a different type of MM credit card than the MM credit card issued for him/her, or for any reason the possibility of using his/her MM credit card ceases to exist and instead the Customer applies for an identical type of new MM Credit card, the Customer will not be entitled to a Welcome Bonus.

3.5. Method of the calculation of collectible and creditable miles:

Calculating based on the total amount of each purchase transaction made with the MM Credit card, for each 1 (one) Euro (or the equivalent amount of HUF or other currency) MM will credit to the frequent flyer account 1 (one) mile aggregated in the month following the settlement, under the terms and conditions set forth in clauses 3.6. and 3.7.

3.6. No miles shall be collected based on the following debits and credits to the credit account:

- a. debiting banking fees, interests and commissions,
- b. depositing cash to the credit account,
- c. cash withdrawal from the credit account,
- d. transactions fulfilled based on the decision or order of the National Tax and Customs Administration, or any municipalities, municipality organisations, authorities, courts, etc. (MCC code: 9311),
- e. transactions to purchase stock exchange or OTC financial instruments, in particular securities, stock exchange indices, goods sold on the commodity market (e.g. gold, oil, etc.), as well as currencies; (MCC code: 9399),
- f. gambling, money transfer and quasi-cash types of transactions (MCC code: 7995, 4829, 6051, 6532, 6533);
- g. Those purchase transactions for which the Bank received a Reversal or Refund.

3.7. Maximum amount of collectible and creditable miles per month:

- The number of miles collectible (creditable) in the subject month will be subject to the amount of the approved total credit limit at the end of the month (i.e. the credit disbursed to you based on the credit card contract).
- At the end of each calendar month the Bank shall "convert" the total credit limit to miles at the HUF/EUR exchange rate used for the calculation of miles to be credited, valid on the day of closure and this will be the maximum number of miles eligible for crediting in the subject month.
The exchange rate used for the conversion is identical to the HUF/mile exchange rate used for the calculation of miles to be credited based on the use of your bankcard in the subject month.
- If the number of collected miles is lower than or equals to the number of miles corresponding to the total credit limit, the Bank shall credit the total number of miles collected in the given month to your frequent flyer account. If the number of the miles collected is higher than the number of miles corresponding to the total credit limit, the Bank shall credit the number of miles corresponding to the total credit limit to your frequent flyer account, and miles in excess of this will be left out of consideration and will not be credited in the next settlement month, either.

3.8. For crediting the Welcome Bonus and the Collected Miles at the end of each calendar month the Bank hands over to MM the mile amount calculated based on the Cardholder's use of the MM Credit card, summarised per Card holder.

3.9. The Bank shall not settle **fraction miles** in the calendar month when these are bit adds those to the next month's Collected Miles.

3.10. Once a month MKB informs the cardholder about the miles obtained through the use of the MM Credit card, in an account statement showing details of the use of the MM Credit card, which contain only such miles that are collected only in the subject month and settled by MKB to MM and which is only for in relation with. Only MM is liable for the crediting of the miles to the Frequent Flyer account, for their amount and ensuring their use.

3.11. MM regularly informs the Cardholder about the miles registered on the Frequent Flyer account in line with the conditions of the Frequent Flyer programme.

3.12 MM shall ensure that the Award miles collected in the Frequent Flyer programme will be available for use even after 36 (thirty six) months after they are credited (mile expiry date), if both of the following conditions are met:

- a) Upon the mile expiry date the Frequent Flyer will have had a Miles & More Credit card at least for 3 (three) months.

- b) The Main cardholder Frequent Flyer carries out at least 1 (one) purchase transaction per month by using the MM Credit card that entitles to crediting miles.

Non-expiring Award miles may be collected as of 30 September 2007.

Already expired Award miles cannot be reactivated by using the MM Credit card.

3.13. Miles serving as the basis of the calculation of the Welcome Bonus and the Collected Miles may be settled as per the conditions of the Frequent Flyer Programme.

3.14. The MKB Call Centre may provide information to the Cardholder about the calculation of the miles Collected with an MM Credit card and based on these Mile collection conditions on the fulfilment of the Bank's obligation to provide information to the Cardholder and to provide data to MM.

4. PROVISIONS RELEVANT TO THE LIABILITY OF MKB

4.1 The responsibility of MKB covers the issue and ensuring the use of the MM Credit card, under the terms and conditions set forth in the MM Credit Card Application and contract, the Business rules, and these Mile collection Conditions.

4.2. The Bank shall not be liable for omission to credit the Collected Miles, or the Welcome Bonus to the Frequent Flyer account if the Cardholder entered incorrect Frequent Flyer card number or status in the MM Credit card Application and contract, regardless whether the status thus supplied was non-existence, incorrect, or inactive.

4.3. It is the Bank's obligation and responsibility to resolve complaints related to the calculation and forwarding of Collected Miles and Welcome Bonus settled by MKB to MM, and related to the issue and use of the MM Credit card.

4.4. It is the obligation and responsibility of MM to resolve complaints not belonging under the effect of point 4.3. and related to the Mile Collection Programme and the Frequent Flyer Programme – including all complaints related to the Frequent Flyer card, the status of the Frequent Flyer card and the Frequent Flyer account – and the Bank shall forward all complaints submitted to it in the above-specified scope to MM.

4.5. In relation with the Frequent Flyer Programme and Mile collection Programme, in the scope of the performance of the content thereof, the Bank shall be liable only for the fulfilment of the obligations set forth for the Bank in these Mile Collection Conditions. The Cardholder may enforce the performance of all other obligations only against the MM, and other organisations defined in the Frequent Flyer Programme, in the manner and on conditions specified thereunder.

5. EFFECT OF THE MILE COLLECTION PROGRAMME

5.1. The Mile Collection Programme will start for the Cardholder when the MM Credit card Application and contract comes into force and with its termination the effect of the Mile collection Programme will also cease to exist for the Cardholder.

5.2. The effect of the Mile Collection Programme will cease to exist, if, for any reason, the effectiveness of these Mile collection conditions ceases to exist.

5.3. MKB is entitled to modify these Mile Collection Conditions unilaterally at any time. The Bank informs the Cardholders about such modification in the Miles & More MKB Credit card List of Terms and Conditions effective from time to time. In case the Cardholder does not agree with the modification, he/she is entitled to terminate the MM Credit card Application and contract within 30 (thirty) days following the publication of such disclosure. Once this deadline expires, parties regard the modification as accepted.

5.4. The Bank is entitled to terminate the Mile Collection Programme unilaterally at any time without an obligation to provide an explanation.

5.5. The Bank shall inform the Cardholders about the termination of the Mile Collection Programme, by simultaneously also cancelling the MM Credit Card Application and contract.

6. OTHER CONDITIONS

6.1. The Business Rules, the MM Credit Card Application and contract, and the Bank's lists of terms and conditions set out all other rules applicable to the legal relations between the Bank and Cardholder under Mile Collection Programme not regulated under these Mile collection Conditions.

6.2. These Mile collection Conditions form an inseparable part of the MM Credit Card Application and contract.

Budapest, 20 Jan 2014

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