



## Data Processing Policy

This Data Processing Policy (the '**Policy**') is aimed at providing transparent and non-technical information about Data Processing carried out during services provided by **MKB Nyugdíjpénztárt és Egészségpénztárt Kiszolgáló Kft.** (as the MKB SZÉP Card-issuing Institution, the '**Institution**') and their circumstances to the customers and cardholders.

### 1. Definitions

The terms used in the Policy are capitalised in the text and have the following meanings:

**'Data Controller'** means the organisation defined in Section 2 of the Policy, i.e. the Institution.

**'Data Processing'** means any operation or the totality of operations performed on Personal Data or data files in an automated or non-automated way.

**'Recipient'** means the person, government instrumentality or any other body to whom or which the Data Controller discloses Personal Data, irrespective of whether the Recipient is a third party other than the Data Controller or the Data Subject. Government instrumentalities that may have access to Personal Data in individual investigations in accordance with EU or national law (e.g. Magyar Nemzeti Bank during its investigations carried out within its supervisory powers) do not qualify as Recipients.

**'Data Subject'** means the customers of the Data Controller and other persons in contact with the Institution during the provision of services if they are identifiable natural persons and the Data Controller processes any kind of information qualifying as Personal Data about them. The natural person who is directly or indirectly identifiable, in particular, on the basis of an identifier, e.g. name, date of birth, online identifier (e.g. IP address), is considered identifiable. In the case of MKB SZÉP Cards, the main card holder and the supplementary card holder qualify as Data Subjects.

**'GDPR'** means Regulation (EU) No 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 (general data protection regulation).

**Government Decree:** Government Decree No 76/2018 of 20 April 2018 on the rules for issuing and using Széchenyi Recreation Cards.

**'Personal Data'** means any information relating to the Data Subject, on the basis of which the Data Subject is directly or indirectly identifiable.

**'Policy'** means this Data Processing Policy.

Terms not specifically defined and not capitalised in the Policy have the meanings ascribed to them in the GDPR.

### 2. Data Controller and its contact details

Name of Data Controller: MKB Nyugdíjpénztárt és Egészségpénztárt Kiszolgáló Kft. (the '**Data Controller**')  
Registered office: 1134 Budapest, Dévai u. 23., Hungary  
Contact details: Email: [ugyfel@mkbszepekartya.hu](mailto:ugyfel@mkbszepekartya.hu)  
Phone number: +36 (1) 268 7272  
Web: [www.mkbszepekartya.hu](http://www.mkbszepekartya.hu)

Registration authority: Court of Registration of the Metropolitan Court of Budapest  
Registration No (company register No): 01-09-668510  
Tax No: 12351035241

### **3. Contact details of the data protection officer**

The contact details of the data protection officer of the Institution issuing the SZÉP Card are as follows:

Postal address: 1134 Budapest, Dévai u. 23., Hungary  
Email address: [adatvedelem@mkbszepekartya.hu](mailto:adatvedelem@mkbszepekartya.hu)

### **4. Purpose of, legal basis for and other circumstances of Data Processing**

The Institution provides detailed information about the purpose of, legal basis for and other circumstances of Data Processing in Annex 1 to the Policy, in categories by the purpose of Data Processing.

If this Policy specifies the period of limitation for the enforceability of claims in Annex 1 as the duration of Data Processing and as final date for Data Processing, this must be construed in such a way that the legal act interrupting limitation extends the deadline for the duration of retaining the Personal Data until the new date of limitation.

An application form, individual agreement or other legal declaration devised by MKB Bank Zrt. for a given transaction, may deviate from the circumstances of Data Processing laid down in this Policy. However, the given transaction is also governed by the provisions of this Policy in respect of the circumstances not affected by the deviation.

### **5. Data transmission**

The Institution discloses the Personal Data of the Data Subject to the entities in the Recipient categories specified in Annex 1 to the Policy for each Data Processing goal if it is necessary to disclose the Personal Data to such entities for achieving the given Data Processing goal.

### **6. Data Processing and outsourcing**

In providing certain services or performing certain activities, the Institution uses the services of third parties (e.g. IT services, performance of operation-related tasks, issue of cards, execution of card transactions), during which the partner in contractual relationship with the Institution performs Data Processing at the instructions of the company and, therefore, qualifies as the data processor of the company. In performing its activities, the data processor may have access to and is entitled to become familiar with your Personal Data in certain cases. In such cases, the Institution takes

appropriate organisational and technological measures to protect your Personal Data and requires that its data processors also take such measures to protect your Personal Data.

With the authorisation under Section 1(5) of the Government Decree, MKB Bank Zrt. may outsource activities during which Data Processing is carried out and which are associated with its own activities subject to compliance with the data protection regulations.

Further information about the transmission of Personal Data as part of Data Processing and outsourcing and the Recipients of data transmission are set out in Annex 1 to this Policy and in the General Terms of Business on record-keeping and related services. Your Personal Data are transmitted typically to the following Recipients:

- a) entities providing IT system support services;
- b) service providers performing data storage, archiving, filing and destruction activities;
- c) entities providing mail, delivery and document management services;
- d) entities providing printing house services, which make customer certificates and information brochures;
- e) companies personalising and producing SZÉP Cards;
- f) companies providing payment services.

## **7. Joint Data Processing**

If the Institution performs Data Processing jointly with another Data Controller, we will inform you about it in Annex 1. In the case of joint Data Processing, we provide information in Annex 1 about the main points of the agreement made between the Institution and the other Data Controller and serving as a basis for joint Data Processing.

In the case of joint Data Processing, you may exercise your rights specified in Section 8 vis-à-vis each Data Controller irrespective of the above-mentioned agreement.

## **8. Rights of the Data Subject**

Information may be provided orally at the request of the Data Subject if the identity of the Data Subject can be appropriately verified. You may exercise your rights relating to the protection of Personal Data and set out in this Policy by letter sent to the data protection officer, on the customer service phone number +36 (1) 268 7272, which can be called between 9 a.m. and 3 p.m. on business days, or by email sent to the email address [adatvedelem@mkbszepakartya.hu](mailto:adatvedelem@mkbszepakartya.hu).

The Institution will inform you without undue delay, but not later than within 1 month of receipt of the request for exercising the rights set out in this section, about the measures taken in response to the request. If necessary, taking into account the complexity of the request and the number of requests, this deadline may be extended by an additional 2 months. The Institution will inform you about the extension of the deadline, with an indication of the reasons for the delay, within 1 month of receipt of the request. If you submitted your request electronically, the Institution will provide the information electronically wherever possible unless you request otherwise.

If the Institution does not take measures after the submitted request, it will inform you about the reasons for not taking any measures and where you can lodge your complaint and what other right to legal remedy you are entitled to without delay, but not later than within 1 month of receipt of the request.

The Institution provides the information to be provided on the basis of requests relating to the rights set out in this section and the fulfilment of the request free of charge. The Institution may charge a reasonable administrative fee for fulfilling the request if it is clearly unfounded or, especially due to its repetitive nature, excessive, or may refuse to take measures on the basis of the request. A request submitted on the same subject within 3 (three) months must be considered repetitive.

If the Institution has well-founded doubts about the identity of a natural person submitting a request for exercising the rights set out in this section, it may request that additional information required for the confirmation of the identity of the Data Subject be provided.

The Institution will inform every Recipient about any rectification, erasure or restriction of Data Processing relating to the rights set out in this section to whom or which your Personal Data have been disclosed unless this proves to be impossible or requires a disproportionately great effort. At your request, we will provide specific information about such Recipients.

### **8.1. Right of access**

You may request that the Institution provide information about the processing of your Personal Data. If we process your Personal Data, we will make the following information available to you:

- purpose(s) of Data Processing;
- categories of the processed Personal Data;
- categories of the Recipients to which the Personal Data of the Data Subject have been or will be disclosed;
- if applicable (e.g. data storage is involved), the planned duration of the storage of Personal Data or if the planned duration cannot be determined yet at the moment when information is provided on exercising the right of access, the consideration for determining this duration;
- your rights to rectification, to erasure, to restriction and to object;
- your right to lodge a complaint with the supervisory authority;
- if your Personal Data have been collected from a third party, all available information about the source of the Personal Data;
- information whether automated decision-making is carried out or not carried out and, in the case of automated decision-making, non-technical information about the logic used and the significance and expected consequences for you of the automated decision-making. At present, the Institution does not apply automated decision-making.

### **8.2. Right to rectification**

You may request that the Institution rectify your incorrect Personal Data without delay or to supplement your Personal Data incomplete for the purposes of Data Processing.

### **8.3. Right to erasure**

You may request that your Personal Data be erased in the following cases:

- the Personal Data are no longer needed for the purpose of which they have been originally processed;
- in the event of consent-based Data Processing, if you have withdrawn your consent and Data Processing has no other legal basis;
- you successfully object to the processing of your Personal Data in accordance with Section 8.6 of the Policy and there is no legitimate priority reason for Data Processing or you successfully object to the processing of your Personal Data for direct marketing;

- the processing of Personal Data was unlawful;
- the Personal Data have to be erased for fulfilling a legal obligation prescribed by EU or national law applicable to the Institution;
- we processed the Personal Data in respect of services relating to information society and offered directly to children.

#### **8.4. Right to restriction of Data Processing**

You are entitled to ensure that we restrict Data Processing at your request if one of the following is fulfilled:

- you dispute the accuracy of the Personal Data, where the restriction applies to the period that allows us to check the accuracy of the Personal Data;
- Data Processing is unlawful and you object to the erasure of the Personal Data; instead, you request that their use be restricted;
- the Institution no longer needs the Personal Data for the purpose of Data Processing, but you require them for submitting, enforcing or protecting legal claims; or
- you successfully objected to Data Processing; in this case, the restriction applies to the period until it is established whether the legitimate interest of the Institution takes priority over your legitimate interests.

If you successfully object, except for storage, we will process the Personal Data subjected to restriction only with your consent, or for submitting, enforcing or protecting legal claims, or for protecting the rights of third parties, or for important reasons of public interest of the EU or a Member State.

If the processing of Personal Data is subject to restriction, we will inform you in advance about the lifting of such restriction.

#### **8.5. Right to data portability**

In the following cases, you are entitled to receive the Personal Data relating to you and made available to us by you in a structured, commonly used and machine-readable format and you are entitled to request that we transmit such Personal Data to another Data Controller:

- Data Processing is based on your consent or is required for performing an agreement to which you are one of the parties or which is required for taking steps at your request before concluding the agreement; and
- Data Processing is automated.

#### **8.6. Right to object**

You are entitled to object to the processing of your Personal Data at any time for reasons related to your own situation, where such processing is for the public interest or is required for enforcing the legitimate interests of the Institution or a third party, including profiling based on the above-mentioned provisions. In this case, we may not continue to process your Personal Data unless Data Processing is warranted by compelling legitimate reasons, which take priority over your interests, rights and freedoms or which are related to the submission, enforcement or protection of legal claims.

If the Personal Data are processed for the purposes of direct marketing, you are entitled to object to the processing of Personal Data for this purpose, including profiling, at any time if it is related to direct marketing.

## **8.7. Right to withdraw consent**

In the case of consent-based Data Processing, you are entitled to withdraw your consent at any time. The withdrawal of the consent does not affect the lawfulness of consent-based Data Processing before withdrawal.

## **9. Possibilities of legal remedy**

### **9.1. Submission of a complaint to the supervisory authority**

If you consider that the processing of Personal Data relating to you violates the provisions of the GDPR, you are entitled to lodge a complaint with the supervisory authority, in particular, in the Member State of your habitual residence, workplace or the location of the presumed infringement. In Hungary, you may contact the National Authority for Data Protection and Freedom of Information with your complaint. (Address: 1125 Budapest, Szilágyi Erzsébet fasor 22/c., Hungary; Phone: +36 (1) 391 1400; email: [ugyfelszolgalat@naih.hu](mailto:ugyfelszolgalat@naih.hu)).

### **9.2. Initiation of court proceedings**

If the competent supervisory authority does not consider your complaint or does not inform you about the procedural developments relating to or the result of the submitted complaint within 3 months, or you believe that the processing of Personal Data relating to you infringes your rights under the GDPR, you are entitled to initiate court proceedings.

In this case, the court proceedings against the supervisory authority have to be initiated before the Metropolitan Court of Budapest or the County Court with jurisdiction at of your habitual residence.

If your rights are infringed, court proceedings against the Institution have to be initiated also before the Metropolitan Court of Budapest or the County Court with jurisdiction at your habitual residence.

## **10. Other circumstances**

This Policy is in force as of 25 May 2018. The Institution may amend the Policy at any time. We inform the Data Subjects about the amendment of the Policy with a notice posted on the website [www.mkbszepakartya.hu](http://www.mkbszepakartya.hu).



### Annex 1

### Information on the circumstances of the processing of customer data by Data Processing goal

#	Data Processing goal	Legal basis	Source of data	Scope of the processed data	Duration of Data Processing	Recipient categories and guarantees applied during transmission (in the case of data transmission to third countries)	Automated decision making (Yes/No)	Is it mandatory to provide Personal Data? (Yes/No)	If the provision of data is mandatory, possible consequences of the non-provision of data	Joint Data Processing (Yes/No) and name of other Data Controller
1	Performance of SZÉP Card-issuing services (main card)	Required for the performance or conclusion of the agreement	Employer	Identification details, contact details (name, name at birth, date and place of birth, mother's name, tax identification number, permanent address, mailing address, mobile number and email address)	Period of limitation for claims arising from the contractual relationship (5 years)	For the company producing and personalising SZÉP Cards: Pénzjegynyomda Zrt.	No	Yes	The contractual relationship may not be established with the Data Subject or the agreement may not be performed	No
2	Performance of SZÉP Card-issuing services (supplementary card)	Required for the performance or conclusion of the agreement	Main card holder	Identification details, contact details (name, name at birth, date and place of birth, mother's name, tax identification number, permanent address, mailing address, mobile number and specification of capacity as relative)	Period of limitation for claims arising from the contractual relationship (5 years)	For the company producing and personalising SZÉP Cards: Pénzjegynyomda Zrt.	No	Yes	The contractual relationship may not be established with the Data Subject or the agreement may not be performed	No
3	Performance of SZÉP Card-issuing services (replacement card)	Required for the performance or conclusion of the agreement	Data Subject	Identification details, contact details (name, name at birth, date and place of birth, mother's name, tax identification number, permanent address, mailing address, mobile number and email address)	Period of limitation for claims arising from the contractual relationship (5 years)	For the company producing and personalising SZÉP Cards: Pénzjegynyomda Zrt.	No	Yes	The contractual relationship may not be established with the Data Subject or the agreement may not be performed	No

4	<b>Ensuring the use of SZÉP Cards</b>	Performance of the agreement	Data Subject	transaction data, card details and card number	Period of limitation for claims arising from the contractual relationship (5 years)	Execution and settlement of transactions with SZÉP Cards, card centre: Card Consulting Kft.	No	Yes	The contractual relationship may not be established with the Data Subject or the agreement may not be performed	No
5	<b>Settlement on the sub-account of a deceased SZÉP Cardholder with the heir</b>	Fulfilment of legal obligations	Data Subject	Identification details and contact details	Period of limitation for claims arising from the contractual relationship (5 years)	–	No	Yes	The contractual relationship may not be established with the Data Subject or the agreement may not be performed	No
6	<b>Conclusion of a SZÉP Card Employer's Support Agreement</b>	Taking steps at the request of the Data Subject before the conclusion of the agreement	Data Subject	Details in the SZÉP Card Employer's Agreement (name and title of the person entitled to represent the employer and contact person's name and phone number)	Period of limitation for claims arising from the contractual relationship (5 years)	–	No	Yes	The contractual relationship may not be established with the Data Subject or the agreement may not be performed	No
7	<b>Conclusion of a SZÉP Card Provider's Support Agreement</b>	Taking steps at the request of the Data Subject before the conclusion of the agreement	Data Subject	Details in the SZÉP Card Provider's Agreement (name and title of the person entitled to represent the employer and contact person's name, phone number and email address)	Period of limitation for claims arising from the contractual relationship (5 years)	–	No	Yes	The contractual relationship may not be established with the Data Subject or the agreement may not be performed	No



#	Data Processing goal	Legal basis	Source of data	Scope of the processed data	Duration of Data Processing	Recipient categories and guarantees applied during transmission (in the case of data transmission to third countries)	Automated decision making (Yes/No)	Is it mandatory to provide Personal Data? (Yes/No)	If the provision of data is mandatory, possible consequences of the non-provision of data	Joint Data Processing (Yes/No) and name of other Data Controller
8	Payment under supply agreements	Performance of the agreement	supplier partner	Identification details, bank account details and customers	5 years (from the termination of the business relationship)	-	No	Yes	The contractual relationship may not be established with the Data Subject or the agreement may not be performed	No
9	Customer identification	Fulfilment of legal obligations	Data Subject	Data as specified in the Money Laundering Act.	8 years (from the termination of the business relationship)	Magyar Nemzeti Bank; National Tax and Customs Office	No	Yes	The contractual relationship may not be established with the Data Subject or the agreement may not be performed	No
10	Making a conflict-of-interest declaration is a condition for a valid offer	Taking steps at the request of the Data Subject before the conclusion of the agreement	Data Subject	personal identification details and company relations	5 years (from the termination of the business relationship)	-	No	Yes	The contractual relationship may not be established with the Data Subject or the agreement may not be performed	No
11	Complaints management	Fulfilment of legal obligations	Data Subject	Name; Phone/email; Content of complaint;	5 years of submission of the complaint	-	No	No	N/A	No
12	Settlement of disputes arising from the contractual relationship	Required for the submission, enforcement and protection of legal claims	Data Subject		Period of limitation for claims arising from the contractual relationship (5 years)	-	No	Yes	The contractual relationship may not be established with the Data Subject or the agreement may not be performed	No
13	Contact for direct marketing purposes	Consent	Data Subject	Contact details	Until objected to by the Data Subject or	Companies affiliated with the Data Controller and	No	No	N/A	No

					withdrawal of the consent	companies in strategic cooperation with the Data Controller				
<b>14</b>	<b>Making video recordings</b>	Legitimate interest	Data Subject	Taking photos and making video recordings	For 60 days after taking the photos or recording videos	Service providers providing technological background to recording and performing operation	No	No	N/A	No
<b>15</b>	<b>Fraud detection</b>	Legitimate interest	Data Subject	Identification details, contact details, details required for executing payment transactions and transaction-related details	Period of limitation for claims arising from the contractual relationship (5 years)	Authority, e.g. police in the case of criminal reports	No	No	N/A	No
<b>16</b>	<b>Performance of contractual obligations for participating in the MKB Plaza loyalty programme</b>	Taking steps at the request of the Data Subject before the conclusion of the agreement; performance of the agreement.	Data Subject	Contact details, identification details and details provided upon joining the loyalty programme; Details required for providing the benefits specified in the loyalty programme	Period of limitation for claims arising from the contractual relationship (5 years)		No	Yes	It is not possible to participate in the loyalty programme.	No