

### **Rules of managing certificates used in the communication**

1. The client and the MNB are both obliged to check the existence and the validity of the signatures related to the electronic message received from the other party.
2. The MNB will only accept payment orders from the client if the order is issued by certification service providers registered with the National Media and Infocommunications Authority, with valid electronic signatures, and digitally encrypted, in the form of a private document with full evidential value pursuant to the Code on Civil Procedure<sup>1</sup>.  
The necessary certificate(s) shall be obtained by the client.
3. The client shall report the persons authorised to add electronic signatures to the orders submitted to the MNB (hereinafter: **Electronically Signing Party**) on the **Notice Form** provided by the MNB.
4. The MNB shall accept any notice about the person of the **Electronically Signing Party** with the signatures of the managers verified according to Article 20(2) of the Act LXXXV of 2009 on the pursuit of the business of payment services.
5. **Key Exchange Procedure:**
  - 5.1 Key replacement procedure via the GIROHáló GIROFile service:
    - Together with the **Notice Form**, the client will send the public keys of the **Electronically Signing Party** to the MNB, in the same channel as used for the sending of order files (GIROHáló GIROFile service, see chapter III of annex 2). The public keys shall always be sent in BASE64 coded CER format, according to the X.509 standard.
  - 5.2 Key replacement procedure through public mail system
    - Together with the **Notice Form**, the client will send the public keys of the **Electronically Signing Party** to the MNB, in the same channel as used for the sending of order files (e-mail, see chapter III of annex 2).
    - on the MNB internet website, on the page of Business Terms and Conditions (<https://www.mnb.hu/en/payments/mnb-as-a-bank>) the certificates for communication will be made available.
6. For the account specified on the **Notice Form**, the MNB records the changes in the disposal rights of the Electronically Signing Party, and sends a confirmation to the client about it on the day following the registration.

<sup>1</sup> Act CXXX of 2016 on the Code of Civil Procedure, Section 325

7. The **Electronically Signing Party** is authorised to electronically sign the payment order on behalf of the client from the start date of the disposal right over the bank account specified on the **Notice Form**.

8. What to do when the certificates used in the communication change:

- In the case of a change on the client side, the client sends the **Notice Form** with the new data and the public key to the MNB.
- In the case of a change in the certificates on the MNB side, the MNB sends an e-mail notice on the change to the **Electronically Signing Parties** of the client.

9. The client may have disposition in electronic way over its payment account only in the way specified in annex 2<sup>2</sup>.

10. The client is responsible for making sure that

- on its behalf, only the **Electronically Signing Parties** submit electronic orders to the MNB,
- one **Electronically Signing Party** at one time may only use one valid certificate registered at the MNB for signing the messages in electronic way.

11. Until notified by the client otherwise in writing, the MNB considers the payment orders coming from the client and bearing the electronic signature of the **Electronically Signing party** specified by the client as coming from the client, and performs the payment orders according to their contents.

12. **Blocking** (immediate withdrawal of authorisations): If a suspicion or possibility of abuse with the authorisation to use electronic signatures occurs (e.g. the card containing the authorisation is lost or stolen, the password is obtained by unauthorised persons), the client shall immediately report this fact to the MNB Directorate Banking Operations and to the certification service provider that issued the certificate. The notice can be sent to the Domestic Payments Division of the MNB Directorate Banking Operations on business days at 7:00–18:30 CET at the phone numbers of +36 1 428-2747 or +36 1 428-2682, or outside working hours via encrypted email channel or at +36 1 429-8000 fax number. The MNB is not responsible for any damages originating from the performance of payment orders submitted before the withdrawal of the right of disposition over the account.

Following the receipt of the phone call or document, the client call will be returned by the MNB Directorate Banking Operations Settlement turnover team at the number indicated in the client contact phone number of the **Notice Form**. During this call, they will reconcile which certificates of the client have been compromised.

13. **Withdrawal** (withdraw authorisations): The client may use the **Notice Form** to report the withdrawal of the electronic signature right /disposal over the account of the **Electronically Signing Party** (see also: point 5)

After this report, the MNB deletes the disposal right of the **Electronically Signing Party** public keys over the account, from its own system, and send a confirmation about this on the day following the deletion. The client shall immediately destroy the card in its possession. The new certificate, and if necessary, the new card is issued as described above.

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<sup>2</sup> Annex 2 to the Business Terms and Conditions for bank accounts managed by the MNB and for settlements in forint and foreign exchange transactions.

14. Following the **Stopping** or **Withdrawal**, the payment order coming in with the signature of the stopped or withdrawn **Electronically Signing Party** will not be performed by the MNB, as it will be invalid.
15. On the Notice Form, the MNB can accept the request for report or withdrawal only if the Notice Form arrives at the MNB by 10:00 a.m. on the business day preceding the requested business day.