

# GENERAL TERMS AND CONDITIONS

## of the Internet e-customer service operated by National Toll Payment Services Ltd.

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Effective 20 October 2016

### 1. General Provisions

- 1.1. The objective of these General Terms and Conditions (hereinafter: **GTC**) is to outline the contractual conditions applicable to the use of the website accessible at [ematrixa.nemzetiutdij.hu](http://ematrixa.nemzetiutdij.hu) (hereinafter: **Website**) and in the exclusive ownership and management of National Toll Payment Services Plc. (hereinafter: **Service Provider**).
- 1.2. Particulars of the Service Provider:  
Name: National Toll Payment Services Plc.  
Registered office: H-1134 Budapest, Váci út 45. B épület  
Company registration number: 08-09-020714  
Tax number: 22989253-2-08
- 1.3. Any natural or legal person of legal age or unincorporated entity or other organisation that registers on the website is considered to be a User (hereinafter: **User**).
- 1.4. The opportunity for using the Website and its service below is provided to the User by the Service Provider in accordance with the conditions outlined in the GTC. The Service Provider provides the following service on the Website:
  - purchasing e-vignettes (road use permits, SZJ 63.21.220),
- 1.5. The Service Provider maintains the right to limit the sales of annual vignettes via this sales channel in the second half of the year. The Service Provider provides an opportunity to buy annual vignettes all year long at its customer service offices.
- 1.6. The Service is only available after Registration.
- 1.7. By registering at the Website the User agrees to be bound by the provisions of these GTC. Such acceptance of the GTC also involves that the User undertakes to keep track of any changes in these GTC and to be familiar of their prevailing provisions. If the User fails to accept these contractual conditions, it shall not be entitled to use the Website or the services offered by the Website.
- 1.8. The Service is exclusively provided by the Service Provider for end users. Use of the Service for the reselling of e-vignettes and for activities of a brokerage character is prohibited. Information on reseller requests can be requested from [eugyfel@nemzetiutdij.hu](mailto:eugyfel@nemzetiutdij.hu).

### 2. Scope of the GTC

- 2.1. The Service Provider shall at any time be entitled to unilaterally modify, through the amendment of these GTC, the conditions and rules applicable to purchases without reason having to be disclosed.

- 2.2. If the GTC is modified, the Service Provider shall oblige the User upon its next login to declare that it accepts the amended GTC. An opportunity shall be provided for reading the new GTC before their acceptance.
- 2.3. The Service Provider shall also regard the User as having been notified, if such notification was unsuccessful owing to the e-mail address provided upon registration having in the meantime been modified or deleted. Any disadvantage and damage resulting from the above circumstances shall be the exclusive responsibility of the User.
- 2.4. In the course of using the Website, the User may initiate the deletion of its registration under the "Modification of registration" menu item. The User acknowledges that it shall not be able to access from the Website its past data stored in relation to the Service after such deletion.
- 2.5. The Service Provider may prohibit use of the Website by the User and may delete its registration, if the User hinders or endangers the proper operation of the service, thus especially, if the activity or e-mail of the User:
  - is infected by a virus or displays an attachment or appendix containing a malicious code, or a link to a website containing such code;
  - if an executable attachment is attached, which executes activities contrary to the interests of the addressee(s) or the Service Provider, irrespective of whether such activity occurs in spite of the bona fide conduct or without the awareness of the addressee;
  - if its contents are derogatory to society or its values or to human dignity. Such instances include content and references that are abusive, misleading, aggressive, threatening or of a sexual nature and that instigate illegal acts or arouse religious or political differences;
  - if a successful or unsuccessful attempt is made at the unauthorized obtaining or sending of data or the unauthorized access to other computer systems using the service provided;
  - if a successful or unsuccessful attempt is made at the unauthorized inspection or obtaining of data and information that are non-public or qualify as business secrets and are stored on the computers of the service provider or of users or are used in the course of using the electronic service;
  - if a successful or unsuccessful attempt is made at the unauthorized use of computers, electronic systems and resources (e.g. proxy, e-mail servers, printers, network gateways and other connected hardware) in the ownership of others;
  - If this results in a successful or unsuccessful attempt at the unauthorized modification of information and data stored on the server of the Service Provider.
- 2.6. The Service Provider shall be entitled to restrict the right of the User or to ban the User from the use of its systems, if the User uses the services provided by the website for commercial or brokerage purposes. Under no circumstances does the Service Provider authorize the reselling of the e-vignettes purchased through the website.

### **3. Technical conditions, availability**

- 3.1. The Service Provider provides the services of the Website to the User through an Internet browser.
- 3.2. The User side hardware and software environment and an Internet connection shall be made available at the exclusive responsibility and expense of the User.

- 3.3. Upon its launch, the system was tested by the Service Provider on the Internet Explorer, Firefox, Opera and Chrome browsers, which resulted in faultless operation. This does not exclude the possibility of faultless operation with different browsers. The Service Provider undertakes no responsibility for any features of the Website not functioning or not functioning properly in any browser.
- 3.4. Purchasing through the Website shall be effected based on the assumption that the purchaser or User is aware of and accepts the opportunities and limitations of the Internet. The User or purchaser acknowledges that it itself shall be responsible for assessing the potential risks associated with browsing and purchasing and for ensuring the safe use of its computer and the protection of the data stored thereon. The Service Provider shall not be liable for any damage resulting from force majeure events or from events outside of its control, including, but not limited to:
- use or malfunctioning of the website,
  - data modification by any party,
  - damage resulting from a delay in the forwarding of information,
  - damage caused by viruses,
  - damage resulting from faults of the software or hardware or the online network or from other technical fault,
  - damage resulting from faults of the connection or of the system.
- 3.5. The Service Provider shall ensure that the services provided by the website are available to an annual extent of 98%. The calculation of availability shall not include periods during which the suspension or unavailability of the service is the result of:
- events listed under section 10 (Force Majeur),
  - maintenance announced in advance by the Service Provider,
  - reasons independent from the Service Provider and outside of its control (issues with power supply, criminal offences, willful damage, extreme weather conditions, accidents, fire, inland water, floods or sabotage).
- 3.6. The Service Provider notifies about the planned maintenance works on the main page of the portal ([ematrixa.nemzetiutdij.hu](http://ematrixa.nemzetiutdij.hu)) before the date of the planned maintenance. The duration of planned maintenance shall not exceed 24 hours per instance.

#### **4. Registration**

- 4.1. Use of the services of the Website related to the purchasing of e-vignettes is subject to prior registration.
- 4.2. In the course of registration the User shall be obliged to specify:
- its actual existing e-mail address, which will also act as its login ID and notification e-mail,
  - its password necessary for login.
- 4.3. The User may, at its sole discretion, provide other data, automatically offered by certain Website functions as default data, such as:
- name and address data for the “buyer” section of the invoice
  - vehicle registration number, which is beneficial if the User intends to regularly effect purchases with respect to the same registration number,

- 4.4. Successful registration shall be subject to the User ticking the “I accept the General Terms and Conditions” checkbox. The GTC is also available to be read or downloaded at the link below the check box.
- 4.5. After the completion of the necessary data, an e-mail with the subject “confirmation of registration” shall be sent by the Service Provider to the specified address of the User. The User can validate the authenticity of the e-mail address specified and thus complete the registration process by clicking on the link included in the letter received. Following this, the User is entitled to use the services of the website.
- 4.6. The User undertakes to handle the password provided in the course of registration confidentially and shall use its best efforts to prevent the unauthorized use thereof. If the password of the User comes into the possession of any unauthorized persons, the User shall be responsible for all resulting damage.
- 4.7. The User shall be obliged to administer any changes in its data on the “Modification of registration” sheet prior to its next purchase. Any damage resulting from failing to comply with this obligation shall be borne by the User.

## 5. Data Processing

- 5.1. The Service Provider shall handle the personal data made available by the User with the special care outlined in applicable legal provisions.
- 5.2. The data management ID no. of the Service Provider is **40099**, which was registered by the Hungarian National Authority for Data Protection and Freedom of Information on 23 February 2012 under the title of “operation of e-customer service and website”.
- 5.3. The Service Provider is entitled to store the personal data provided by the User in accordance with the provisions of Act CVIII of 2001 on certain issues of electronic commerce services and information society services.
- 5.4. The Service Provider declares that – with the exception of the provisions of section 5.6 – it shall not disclose the data of the User to third parties and shall not use the same for purposes other than those outlined in these GTC. This section shall not be applicable to data necessary for the enforcement of claims and for statutory data provision outlined in applicable legal provisions (e.g. authority and court requests).
- 5.5. Payment with bank cards is facilitated by the Service Provider based on the contract concluded with OTP Bank, through the website of OTP Bank. The Service Provider shall not request, take receipt of or store any data related to the bank card of the User, which shall instead be managed by OTP Bank at its own website.
- 5.6. Pursuant to the contract concluded between the Service Provider and OTP Bank, the Service Provider is obliged to cooperate with OTP Bank for the purpose of investigating card use on the part of the User classified as fraudulent abuse by the receiving bank or the international card company, as part of which the Service Provider is obliged to hand over to OTP Bank the data necessary for the success of such investigation and available to the Service Provider with respect to the User and/or its purchases.
- 5.7. The website contains options for redirection to other websites through respective links. By using these, the User is taken to websites operated by other service providers where the

handling of personal data is outside the Service Provider's control and thus he assumes no responsibility. Furthermore, the Service Provider shall not, in any way, be responsible for the information and data published at linked websites not supervised or operated by the Service Provider.

## 6. Terms of payment

6.1. The service provider offers the following payment method for the User:

- on-line bank card payment for all Users, in accordance with the terms outlined in section 6.2,

6.2. Payment with bank card

6.2.1. Payment with bank cards is facilitated by the Service Provider, based on the contract concluded with OTP Bank, through the website of OTP Bank.

6.2.2. Bank cards accepted:

- Visa Classic (embossed),
- MasterCard (embossed),
- American Express cards,
- from amongst Visa Electron (unembossed) cards exclusively the ones for which Internet use has been authorized by the issuing bank,
- From amongst Maestro (unembossed) cards exclusively the ones for which Internet use has been authorized by the issuing bank,

6.2.3. At the OTP Bank website Users have to specify the below data recorded on the card:

- name of bank that has issued the card
- name of card holder
- card number
- confirmation code
- card expiry date

6.2.4. In case of bank card payments, the earliest possible time of validity of the e-vignettes shall be the time of the bank card payment.

6.3. The Service Provider declares that an Electronic Invoice shall exclusively be issued on its part with respect to the prices of the services contracted at the websites and of the e-vignettes purchased. By signing these GTC the User irrevocably declares that it consents to such exclusivity with respect to the use of Electronic Invoices.

## 7. Governing law

7.1. The Parties agree that regarding issues concerning their legal relationship they shall act in accordance with the legal system of the Republic of Hungary, to which they submit exclusively.

7.2. Any questions not regulated by these GTC shall be governed by the agreement concluded between the Parties, and the relevant laws of the Republic of Hungary, with special regard to the relevant provisions of Act V of 2013 on the Civil Code.

- 7.3. The Parties shall submit themselves to the exclusive competence of the Central District Court of Buda, depending on its jurisdiction.
- 7.4. The Parties affirm that the provisions of these GTC shall exclusively be applicable to the contractual relationship entered into based on these GTC, thus no practices agreed upon by the parties in their previous business relations shall become part of the contractual relationship established based on the GTC. Furthermore, no practice widely recognized and frequently applied in the given business by the subjects of similar contracts shall either become part of the contractual relationship established based on the GTC.

## **8. Provisions on copyright**

The website and all content displayed thereat form the intellectual property of National Toll Payment Services Zrt. and any part of such content may only be used based on the prior written consent of the Service Provider.

## **9. Replacement**

Pursuant to the contract of the Service Provider and to legal provisions, the Service Provider may be replaced in these GTC and the individual contract by HTA or any other legal entity that may likewise enter this contract in lieu of NÚSZ, as a legal successor, or as a result of assignment or contract transfer, of which fact the Service Provider shall notify the User electronically within reasonable time. Having become aware of and having acknowledged the GTC, the User consents to the transferring of the contract to HTA or other legal entity.

## **10. Force majeure**

It shall not constitute a breach if any of the Parties is not able to perform its obligations set out in this agreement for any reason beyond the control of and insurmountable to the Parties (force majeure). Such circumstances include without limitation any act of war, riot, sabotage, any attack involving an explosion, major disruption in the energy supply or natural disaster, strike, any measure taken upon the order of organs authorised under the national defense act (Act CXIII of 2011) or the police act (Act XXXIV of 1994).

## **11. Communication**

- 11.1. User comments, recommendations and complaints are to be sent to the Service Provider at [ugyfel@nemzetiutdij.hu](mailto:ugyfel@nemzetiutdij.hu). Letters are processed every day between 6 a.m. and 10 p.m. A quick letter can be sent to the above address by Users by clicking on the "Write to us" link in the header of the Website.
- 11.2. The Call Centre of the Service Provider answers calls on a 24/7 basis on +36 (36) 587-500.
- 11.3. Messages to the Service Provider via regular mail should be sent to H-1380 Budapest, Pf. 1170.

## 12. Responsibility of primary officers

- 12.1. The primary officer of the Service Provider shall, in the extent facilitated in law, including the potential culpable conduct of the primary officer, not be held liable, in connection with its activities as primary officer, for any damage cause by the Service Provider to third parties, for which the Service Provider shall exclusively be liable. The User acknowledges that should the primary officer of the Service Provider cause any damage to the User contracting party in connection with this legal relationship (including circumstances where such damage is the result of breach of conduct occurring as a result of the culpable conduct of the primary officer), the Service Provider shall exclusively be liable. The limitation of the liability outlined in this section of the primary officer of the Service Provider for damage caused shall exclusively be valid and effective with respect to this legal relationship and shall not affect liability for any damage caused in connection with contracts to be or already concluded between the Service Provider and the User, or outside of any such contract. The primary officer of the Service Provider shall be entitled to make a direct reference to the limitation of liability outlined in this section.
- 12.2. The User waives its right of enforcing any claim for the ascertainment or confirmation of liability of the primary officer of the Service Provider. The primary officer of the Service Provider shall be entitled to make a direct reference to the limitation of liability outlined in this section.
- 12.3. The liability of the primary officer of the Service Provider is entirely excluded in cases of breach of contract on the part of the Service Provider.

Budapest, 20 October 2016