

GENERAL TERMS AND CONDITIONS

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

Effective from: 22 October 2022

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 ematrica.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: | 01-10-043108 |
| Tax number: | 12147715-2-44 |
- 1.3. Any natural or legal person of legal age or legal entity, or unincorporated entity or other organisation that purchases without registration or registers on the website is considered to be a User (hereinafter: **User**).
- 1.4. The opportunity for using the Website and its services below is provided to the User by the Service Provider in accordance with the conditions outlined in the GTC.
- purchasing e-vignettes,
 - the option to set an electronic notification of the start and/or end of validity of the e-vignette purchased on the website.
- (hereinafter collectively referred to as **Services**)
- 1.5. The Service Provider maintains the right to limit the sales of vignettes of any validity period and territorial scope via this sales channel in the second half of the year. The Service Provider provides an opportunity to buy all types of vignettes all year long at its customer service offices.
- 1.6. Without registration, only e-vignette purchases are possible, without the option to set an electronic notification of the start and/or end of validity.
- 1.7. The Services under section 1.4 are fully available after registration.
- 1.8. The GTC shall be accepted
- by paying the e-vignette when purchasing without registration,
 - otherwise during registration on the website.

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.

- 1.9. 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.

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. NTPS Plc. shall notify its customers about any amendments by means of a notice posted on the website at least 15 (fifteen) days prior to the amendments taking effect.
- 2.3. 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.
- 2.4. 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.
- 2.5. 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 99.50%. 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 11 (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 (ematrix.nemzetiudij.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 also available after 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
 - save up to 5 vehicle registration numbers, which is beneficial if the User intends to regularly effect purchases with respect to the same registration numbers,
- 4.4. Successful registration shall be subject to the User ticking the “I accept the General Terms and Conditions” and the Privacy Statement checkboxes. The GTC and the Privacy Statement are 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 after entering the user data provided upon registration.
- 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. Rules on concluding contracts by electronic means, preliminary notification

With reference to the provisions contained in Sections 6:82–6:85 of Act V of 2013 on the Civil Code (hereinafter: Civil Code), the Service Provider shall provide the following information to the Users of the services available at ematrica.nemzetiudij.hu.

- 5.1. Description of the technical steps required to conclude the contract by electronic means in the case of registered customers:
 - 5.1.1. The User can initiate the purchase of the e-vignette by selecting the country code, the registration number and the vehicle category. To help determine the vehicle category, you can use the vehicle category guide available on the interface.
 - 5.1.2. The User must then select the type of the e-vignette (weekly, monthly, annual national, annual regional). You can also select multiple products and initiate a repeat purchase. The interface will always indicate the start and end of the validity period of the product(s) purchased. After entering these details, you can continue shopping by clicking on the “Add to Shopping cart” button. For the selected product(s), the system then checks whether the sales database contains a previously purchased e-vignette and if there is an overlap in validity it warns the user on the interface. In this case, you can review and modify the contents of the Shopping cart. The User acknowledges that if the e-vignette they wish to purchase is accompanied by information that an e-vignette has already been purchased for the given registration number of the vehicle for the given validity period, it is their responsibility to verify that the product previously purchased has not been transferred to a vehicle with a different registration number since the

purchase, based on the request submitted pursuant to Decree 45/2020. (XI. 28.) of the Minister for Innovation and Technology on motorways, speedways and main roads subject to toll payment and on the tolls payable. The Service Provider shall not be liable for any damages resulting from the User's failure to verify that information.

- 5.1.3. On the next screen, the data provided by the User in connection with the e-vignette is displayed again together with the total amount to be paid. This interface allows you to select billing information or modify the previously entered information, set up e-mail notifications for the start and end of the validity period of the selected product(s), and modify the contents of your shopping cart in terms of e-vignettes, whether to add a new product or delete or modify an existing one. The User can submit the order by clicking on the "Pay" button.
- 5.1.4. The User is then redirected to the "SimplePay" card payment interface operated by OTP Mobil Szolgáltató Kft., where after entering the billing and card data, the purchase of the e-vignette can be completed by clicking on the "Pay" button.
- 5.1.5. In case of a successful online payment, the User can save and print the purchased e-vignette in PDF format, which the Service Provider also sends to the e-mail address provided during registration. The registered User can check their previous purchases, download invoices and counterfoils from previous purchases under the "Purchase history" menu on the website.
- 5.1.6. The User can correct data entry errors at any time by clicking on the "Pay" button on the "SimplePay" interface.
- 5.2. Description of the technical steps required to conclude the contract by electronic means in the case of customers without registration:
 - 5.2.1. The User can initiate the purchase of the e-vignette by selecting the country code, the registration number and the vehicle category. To help determine the vehicle category, you can use the vehicle category guide available on the interface.
 - 5.2.2. The User must then select the type of the e-vignette (weekly, monthly, annual national, annual regional). You can also select multiple products and initiate a repeat purchase. The interface will always indicate the start and end of the validity period of the product(s) purchased. After entering these details, clicking on the "Add to Shopping cart" button will bring up a pop-up window to check the registration number, where you will be asked to enter the country code and the registration number again to avoid any mistakes. If the data you have entered are different from those previously provided, the system will display a warning. The system will only allow you to proceed if all the data fully match. In the case of a purchase without registration, the overlapping of validity described in section 5.1.2 above is not checked by the system.
 - 5.2.3. On the next screen, the data provided by the User in connection with the e-vignette is displayed again together with the total amount to be paid. On this interface you are required to provide your billing information and e-mail address, and modify the contents of your shopping cart in terms of e-vignettes, whether to add a new product or delete or modify an existing one.
 - 5.2.4. Once the data has been verified and no further changes are necessary, you must check the checkboxes to indicate your acceptance of the General terms and conditions and the

Privacy Statement. The GTC and the Privacy Statement are also available to be read or downloaded at the link below the check box.

5.2.5. The User is then redirected to the “SimplePay” card payment interface operated by OTP Mobil Szolgáltató Kft., where after entering the billing and card data, the purchase of the e-vignette can be completed by clicking on the “Pay” button.

5.2.6. After successful online payment, the Service Provider will send the invoice for the purchased e-vignette and the counterfoil to the e-mail address you have provided.

5.3. The written form of the contract

5.3.1. The contract concluded via the ematrica.nemzetiutdij.hu website does not constitute a written contract. The Service Provider does not file the contract, so it cannot be accessed or viewed later. From a legal perspective, orders placed on the website constitute a declaration of implicit behaviour.

5.4. Language of the administration and contract

5.4.1. The language of any notification, administration and contracting is Hungarian.

5.5. Preliminary information on the Code of Conduct

5.5.1. The Service Provider has not subjected itself to the provisions of any code of conduct.

5.6. Data entry errors

5.6.1. The User can correct data entry errors (“misclicks”) at any stage of the order process and at any time until the payment is made at ematrica.nemzetiutdij.hu.

6. Data Processing

6.1. The Service Provider shall handle the personal data made available by the User with the special care outlined in applicable legal provisions.

6.2. 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 aspects of electronic commerce services and information society services, the GDPR (REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL OF 27 April 2016 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)), and Act CXII of 2011 on the right of informational self-determination and on freedom of information (Info Act).

6.3. The Service Provider declares that – with the exception of the provisions of section 5 – 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).

6.4. Payment with bank cards is facilitated by the Service Provider based on the contract concluded with OTP Mobil Szolgáltató Kft., through the website of OTP Mobil Szolgáltató Kft. using the “SimplePay” online card payment interface. 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 Mobil Szolgáltató Kft. on its own website.

- 6.5. Pursuant to the contract concluded between the Service Provider and OTP Mobil Szolgáltató Kft. concerning bank card acceptance, the Service Provider is obliged to cooperate with OTP Mobil Szolgáltató Kft. for the purpose of investigating card use on the part of the User classified as fraudulent abuse by the issuing bank, the receiving bank or the international card company, as part of which the Service Provider is obliged to hand over to OTP Mobil Szolgáltató Kft. the data necessary for the success of such investigation and available to the Service Provider with respect to the User and/or purchases concerned.
- 6.6. 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.

7. Terms of payment

- 7.1. 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 7.2.
- 7.2. Payment with bank card
- 7.2.1. Payment with bank cards is facilitated by the Service Provider based on the contract concluded with OTP Mobil Szolgáltató Kft., through the website of OTP Mobil Szolgáltató Kft.
- 7.2.2. Bank cards accepted:
- Visa Classic (embossed),
 - MasterCard (embossed),
 - 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,
- 7.2.3. On the website of OTP Mobil Szolgáltató Kft., 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
- 7.2.4. The Service Provider employs two-factor customer authentication/3D Secure function for bank card purchases made on the Service Provider's website (ematrix.nemzetiudij.hu) to increase customer security and to prevent any potential bank card abuse.

In addition to the details specified in section 7.2.3, customers can use this confirmation code (sent to the phone number registered with the card issuing bank for the respective

bank card) to confirm and execute the financial operation initiated on the Service Provider's online platforms and complete the electronic payment.

7.2.5. 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.

8. Governing law

- 8.1. The Parties agree that regarding issues concerning their legal relationship, they shall act in accordance with the legal system of Hungary, to which they submit exclusively.
- 8.2. Any questions not regulated by these GTC shall be governed by the agreement concluded between the Parties and the applicable laws and regulations of Hungary, with special regard to the relevant provisions of the Civil Code.
- 8.3. The Parties shall submit themselves to the exclusive competence of the Central District Court of Buda, depending on its jurisdiction.
- 8.4. 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.

9. 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.

10. Replacement

Pursuant to the contract of the Service Provider or to legal provisions, another legal entity may replace the Service Provider in these GTC and/or enter this contract in lieu of the Service Provider as a legal successor, or as a result of assignment or contract transfer, of which 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 another legal entity.

11. 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 bodies authorised under Act CXIII of 2011 on national defence and

Hungarian Defence Forces and measures that may be taken in an extraordinary legal order and Act XXXIV of 1994 on the Police.

12. Communication

12.1. User comments, recommendations and complaints are to be sent to the Service Provider at ugyfel@nemzetiutdij.hu. 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.

12.2. The Call Centre of the Service Provider answers calls on a 24/7 basis on +36 (36) 587 500.

12.3. Messages to the Service Provider via regular mail should be sent to H-1380 Budapest, Pf. 1170.

Budapest, 7 October 2022