## Díjnet Zrt.

## **General Terms and Conditions**

concerning the Users of the Díjnet System

Date of publication: 10<sup>th</sup> March 2016.

Date of entry into force: 9<sup>th</sup> April 2016.

## 1. Table of Content

• • • •	ADEL OI	CONTENT	1
DE	FINITIO	ONS	3
SC	OPE OI	THE GTC	3
CC	ONTENT	OF THE CONTRACT	4
TH	IE SUBJ	ECT OF THE CONTRACT, DÍJNET SERVICES	5
RE	MUNE	RATION OF DÍJNET SERVICES	5
	LIABILI	TY OF DÍJNET SERVICE PROVIDERS	5
	REGIST	TRATION TO THE DÍINET SYSTEM	6
		· · ·	
_			
2.1.			
2.2.			
2.3.			
2.4.	SERV		
12	2.4.3.	•	
12	2.4.4.	Mobile Payment	12
		•	
12	2.4.6.		
12		•	
2.5.	Отн	ER RELATED SERVICES	13
	AVAIL	ABILITY OF DÍJNET SERVICES	13
.1.	Ann	UAL AVAILABILITY	13
3.2.	Syst	EM DOWNTIME AND SYSTEM FAILURE	14
	MODIF	FICATION OF THE CONTRACT	14
	TERMI	NATION OF THE CONTRACT	14
5.1.	CAN	CELLATION OF THE CONTRACT BY THE CLIENT	14
	HANDI	LING AND SECURITY OF PERSONAL DATA	16
	COMN	1UNICATION	17
	SC PU M CC CC TH RE 1.2. 11 1.3. 1.4. 1.5. 1.6. 12.1. 12 12 12 12 12 12 12 12 12 15 15 1.5. 1.6. 15 1.	SCOPE OF PUBLICATION MODIFICATION CONCLUSTS THE SUBJUSTS THE SUBJUSTS THE SUBJUSTS THE SUBJUSTS THE SUBJUSTS THE SUBJUSTS TERMINAL STATE OF THE SUBJUSTS THE SUBJUST TH	11.2.1. Direct Registration on the Dijnet System Website  11.2.2. Registration in Collaboration with the Bill Issuer  1.3. Modification of Client Data

17.1	. Customer Service and Complaint Handling	17
17.2	Supervising Body	17
18.	INTELLECTUAL PROPERTY	17
19.	OTHER PROVISIONS	18

#### 2. Definitions

**GTC:** The existing General Terms and Conditions connected with the Contract.

**Díjnet System:** an IT system primarily providing a feature of electronic presentation and payment of bills operated at the domain 'dijnet.hu', available for anyone.

**Díjnet Service Provider:** Díjnet Zrt. (Seat: H-1117 Budapest, Budafoki út 107-109.; Company Register Number: 01-10-045817) being the proprietor of the Díjnet system and being liable for its operation.

**Díjnet Service:** Electronic service provided by the Díjnet Service Provider via the Díjnet System.

**Certified Bill:** A Bill provided with electronic signature and time marker by the issuer of the bill or its substitute carrier.

**Client:** A natural or legal person who has registered in the Díjnet System as a user and concluded the Contract with the Díjnet Service Provider.

**Bill Issuer:** A service provider in the public utilities, financial, telecommunications or other sector that, according to its contract concluded with the Díjnet Service Provider, provides the opportunity to its clients to receive, access and pay their Bills via Díjnet.

**Bill:** Electronic bills, receipts or other advices issued by the partners of the Díjnet Service Provider.

**Contract:** An individual contract concluded between the Díjnet Service Provider and the Client concerning the utilisation of Díjnet Services.

**Force majeure:** Any unpredictable circumstance not forming part of the sphere of influence of any party, in particular: acts of war, rebellion, sabotage, bombing, severe energy shortages or natural disasters, strikes, action taken as ordered by public authorities.

## 3. Scope of the GTC

3.1.1.1. The GTS registers the contractual conditions of the Contract, thus primarily the rights and liabilities between the contractual parties emerging during the utilisation of the Díjnet Services, and also the briefing on the information being important for the Client.

## 4. Publication, Applicability and Availability of the GTC

- 4.1.1.1. The date of publication of the GTC is 10<sup>th</sup> March 2016. The Díjnet Service Provider publishes this GTC on the website www.dijnet.hu.
- 4.1.1.2. This GTC is effective from the date of publication with regard to Contracts concluded after the publication of this GTC. In the case of Contracts concluded before the date of publishing this GTC, the new terms become effective upon acceptance by the Client but at latest as of 9<sup>th</sup> April 2016. The former general terms and conditions applicable to the Contract will be replaced and become ineffective from the day when this GTC enters into force.
- 4.1.1.3. This GTC is effective throughout an indefinite period.

4.1.1.4. This GTC is available in a downloadable format on webpage www.dijnet.hu all through its effect.

#### 5. Modification of the GTC

- 5.1.1.1. In the case of modifying the GTC, the Díjnet Service Provider is required to publish on the website www.dijnet.hu the amendment of the GTC at least 30 days prior to their entry into force, along with the information on the conditions of termination, which is available to the Client. In this case, the Client is entitled to termination of the contract with immediate effect, within 30 days after publication on the website.
- 5.1.1.2. The Díjnet Service Provider will notify the Client by e-mail of the publication of the amendments of the GTC on its webpage.
- 5.1.1.3. A modification to the GTC is published without exception by publishing a consolidated GTC, and with its publication, the former GTC becomes ineffective.

## 6. Conclusion of the Contract and its Period of Validity

- 6.1.1.1. The Contract is concluded by the sending of the feedback in electronic mail by the Díjnet Service Provider on the online registration initiated and accomplished by the Client in the Díjnet System (see Section 11.4.1.1). In case of a registration in collaboration with the Bill Issuer, the Contract is concluded by accepting this GTC online (See Section 11.2.2).
- 6.1.1.2. Visiting the homepage of the Díjnet System, surfing on it and initiating the process of registration, in themselves, would conclude no Contract (or any other contract) between the Client and the Díjnet Service Provider.
- 6.1.1.3. The fact, the date of the conclusion of the Contract and the data required for identifying the Contract will be recorded and stored by the Díjnet Service Provider. The Díjnet Service Provider will record no contract worded differently, the Client will make their legal statement (accepting both this GTC and the Data Management Bulletin) on an online platform and forward it to the Díjnet Service Provider (see Sections 7 and 11). At the Client's request, the Díjnet Service Provider advise on the exact date of the conclusion of the contract.
- 6.1.1.4. The Contract is concluded for an indefinite period.

#### 7. Content of the Contract

- 7.1.1.1. The content of the concluded Contract includes, besides the content elements to be applied compulsorily, only the statements made by the Client during the registration and the utilisation of the Díjnet Services, and this GTC and the Data Management Bulletin accepted by the Client in a separate electronic legal statement during the registration or subsequently.
- 7.1.1.2. The Contract covers any Díjnet Service, and no contractual legal relationship is created between the Client and a third party in relation to the use of the Díjnet system.

## 8. The Subject of the Contract, Dijnet Services

- 8.1.1.1. The Díjnet Service Provider provides the following Díjnet Services via the Díjnet System once the Contract has been concluded:
  - a) providing the Client the online availability and utilisation of Díjnet System (see Section 12.2),
  - b) presenting the Client the Bills and Certified Bills of the Bill Issuers (service of electronic presentation of bills, see Section 12.3),
  - c) providing the Client opportunity to pay the bills of the Bill Issuers (service of electronic paying of bills, see Section 12.4), and
  - d) other related services, especially such as reporting status of public utility meters (see Section 12.5).
- 8.1.1.2. Besides the services specified in Subsection (a) of Section 8.1.1.1, the Díjnet Service Provider provides the specific services based on Subsections (b) to (d) according to the Client's specific demands, within the frameworks of the opportunities provided by the Díjnet System and the Contract. The Client may forward their individual demands concerning the specific services to the Díjnet Service Provider that would provide the Client an opportunity to utilise the specific service in an automated manner.
- 8.1.1.3. The Contract and this GTC may concern the accomplishment of the obligations according to legal relationships existing between the Client and the Bill Issuers exclusively as far as the Contract and Sections 8.1.1.1 (b) to (d) of this GTC are concerned, nevertheless, their power does not affect these legal relationships and would not modify them. The individual and general terms and conditions are exclusively authoritative concerning the legal relationship existing between the Bill Issuers and the Client.

## 9. Remuneration of Díjnet Services

9.1.1.1. The Díjnet Service Provider provides the Client any Díjnet Service free of charge. This, however, does not exclude the insurgence of the Client's payment liabilities to third parties connected to Díjnet Services, based on a separate legal relationship, with special regard to Díjnet Services included in Section 12.4 of this GTC (e.g. fee of transfer, charges of financial transactions).

## 10. Liability of Díjnet Service Providers

- 10.1.1.1. According to the Contract, the Díjnet Service Provider accepts to accomplish Díjnet Services according to the Contract, operate the Díjnet System according to the law, and manage Client data according to the law.
- 10.1.1.2. The Díjnet Service Provider, in regard to the gratuitous quality of the Contract, takes responsibility exclusively for breaches of contract caused deliberately, by gross negligence or criminal offence, in addition injuring life, corporeal integrity or health.

10.1.1.3. Neither the Client, nor the Díjnet Service Provider are responsible for accomplishing contractual obligations impeded by a Force Majeure.

## 11. Registration to the Dijnet System

- 11.1.1.1. The use of the Díjnet System requires a direct online registration and its activation by the person aspiring to conclude the Contract. During the registration, the person aspiring to conclude the Contract is liable to proceed according to the orders included in the registration interface.
- 11.1.1.2. Moreover, according to Section 11.2.2, the Client may also register to the Díjnet System in collaboration with the Bill Issuer.

## 11.2. Providing Data

#### 11.2.1. Direct Registration on the Dijnet System Website

- 11.2.1.1. During the registration, the person aspiring to conclude the Contract shall provide the data specified on any given electronic form of the Díjnet System provided by the Díjnet Service Provider.
- 11.2.1.2. During registration, mandatory and optional data may be entered. If the person aspiring to conclude the Contract fails to record any mandatory details, the Díjnet Service Provider may refuse registration of the person aspiring to conclude the Contract. Required fields are marked with \*.
- 11.2.1.3. During the registration process until its finalisation (until making the electronic contractual legal statement), the Client has the opportunity to correct the data input errors.
- 11.2.1.4. The Díjnet Service Provider is not responsible for any damage arising from entering an incorrect or inoperable electronic mail address.
- 11.2.1.5. The Client acknowledges that if their details are not accurate or they are not their own, they will bear all of the relevant legal consequences.

#### 11.2.2. Registration in Collaboration with the Bill Issuer

- 11.2.2.1. In case of Service Providers enumerated on the subpage FAQ (Frequently Asked Questions) of the Díjnet System website, the Client also has the opportunity to provide data required for the registration via the call centre or personal customer service of the Bill Issuer, of which the Bill Issuer will make a voice record. Subsequently, the Bill Issuer will send these data electronically to the Díjnet Service Provider, completing them as needed with other data managed by the Bill Issuer.
- 11.2.2.2. The Díjnet Service Provider will send the Client an electronic mail on the fact of recording the data required for the registration and the finalisation of the registration. The registration will become active and valid, in contrast to Section 11.4, when the Client finalises their registration in the Díjnet System by the link included in the electronic mail and accepts this GTC.

11.2.2.3. In other respects, other stipulations of Section 11 are applicable accordingly.

#### 11.3. Modification of Client Data

- 11.3.1.1. The Client may modify their personal details entered during the registration or later. The Díjnet Service Provider is not entitled to modify data provided by the Client, unless the Client orders so in an e-mail sent to the address specified in Section 17.1. On account of the Client's identificatio, the e-mail shall include the registered name, the address, e-mail address and login name.
- 11.3.1.2. The Client shall inform the Díjnet Service Provider of any changes concerning their details within 8 days after the occurrence of such change. The Díjnet Service Provider shall not be liable for damages resulting from the failure of reporting the relevant information; however, it may claim compensation from the Client for damages arising from such failure.
- 11.3.1.3. If the Client wishes to record a data modification which is relevant to the bill issuer, as well, he/she must also communicate the change to the relevant bill issuer simultaneously with the notification sent to the Díjnet Service Provider. The Díjnet Service Provider shall not be liable for damages resulting from the failure of reporting the relevant information; however, it may claim compensation from the Client for damages arising from such failure.

## 11.4. Activation of the Registration

- 11.4.1.1. Once the electronic contractual legal statement is accomplished according to Section 11.2, the Díjnet Service Provider confirms its arrival without delay and concurrently, sends the code and the link required for activating the registration to the electronic mail address provided by person aspiring to conclude the Contract during the registration process.
- 11.4.1.2. The activation of the registration will be accomplished by the person aspiring to conclude the Contract by providing the code or activation link sent by the Díjnet Service Provider. The registration is valid only after the activation has been accomplished.
- 11.4.1.3. The Díjnet Service Provider will advise the person aspiring to conclude the Contract on the success of the activation of the registration in a separate electronic mail.
- 11.4.1.4. In case the activation of the registration fails to succeed within the deadline determined in the Data Management Bulletin for any reason, the Díjnet Service Provider will immediately cancel the data provided by the person aspiring to conclude the Contract during the registration process. In this case, the person aspiring to conclude the Contract will have to initiate a new registration in order to conclude the Contract and to utilise the Díjnet Services.

#### 11.5. Login Name and Password

11.5.1.1. During the registration process, the Client creates a unique login name and a password exclusively known by them. The Client will be able to utilise the Díjnet Services according

- to the conditions determined in the Contract exclusively after having provided their login name and password (logging in).
- 11.5.1.2. The Client agrees to periodically change their password and not to disclose it to anyone or store it in a place accessible to others. The Client acknowledges that disclosing the password to others is an event in their sphere of interest and the Díjnet Service Provider is not responsible for any resultant damage. The Client is liable to observe the requirements concerning passwords available on the subpage FAQ (Frequently Asked Questions) in the Díjnet System website.
- 11.5.1.3. The Client may change their password. The system will send an automatic e-mail system message about the changed password. In case of a failed password change, the Client may turn to the customer service of the Díjnet Service Provider for assistance in an e-mail sent from the address registered in the Díjnet System. In case the Client is not able to send an e-mail from that e-mail address, they may turn to the customer service of the Díjnet Service Provider from another e-mail, the staff member of which will identify the Client by asking at least three personal data provided in the registration process and will assist in the password change.

## 11.6. Rejection and Cancellation of the Registration

11.6.1.1. The Díjnet Service Provider reserves the right to reject the registration via an electronic mail or temporarily block or permanently cancel the registration in case of the existence of a condition that gives cause for giving a prompt notice by the Díjnet Service Provider (see Section 15.2.1.2). Moreover, the Díjnet Service Provider is also entitled to reject the registration in case the registrant provides erroneous or incomplete data. In case the registration is permanently cancelled, the Díjnet Service Provider will give notice of the immediate termination of the Contract.

# 12. Description, Method of Utilisation and Conditions of the Díjnet Services

#### 12.1. General Rules

- 12.1.1.1. The Client may utilise the Díjnet Services via the online interface of the Díjnet System.
- 12.1.1.2. An essential facility for utilising the service is that the Client has an Internet access. Other necessary hardware and software specifications may be found on the subpage FAQ (Frequently Asked Questions) in the Díjnet System website.
- 12.1.1.3. The Díjnet Service Provider aspires to develop the Díjnet System in a user-friendly manner and supplied with adequate explanations.

# 12.2. Providing the Client the Online Availability and Utilisation of the Díjnet System

12.2.1.1. The Díjnet Service Provider assumes an obligation that the Client will be able to access and utilise the Díjnet System at any time (with the limitations recorded in Section 13 of this GTC), thereby making them possible to utilise the Díjnet Services according to

- Sections 12.3–12.5. In this relation, the Díjnet Service Provider assumes to operate the website under the domain "dijnet.hu" and make it available to the Clients.
- 12.2.1.2. The Díjnet Service Provider provides the Client the following features related to the use of the Díjnet System:
  - modification of the data provided in the registration process initiated by the Client,
  - cancellation of the registration initiated by the Client,
  - electronically available helpdesk and handling of complaints, and
  - maintenance of informational online interface(s) for the Clients on the data of Díjnet Service Provider, the details of the Díjnet Services and other essential information concerning the Díjnet System.

#### 12.3. Service of Electronic Presentation of Bills

- 12.3.1.1. Electronic signature, time stamping, presentation and storing of Bills is an electronic service that enables the Client to survey and download the Bills of the Bill Issuers (service of electronic presentation of bills). The service of electronic presentation of bills is accomplished by the Díjnet Service Provider as a substitute performer according to an individual contract concluded with the Bill Issuer in connection with the billing commitments included in the contract concluded between the Bill Issuer and the Client. In case this individual contract directs, the Bill Issuer will make, sign and time stamp the electronic bills; the Díjnet Service Provider is liable only for its presentation and storage. The requirements for electronic bills are specified in Act CXXVII of 2007 on the value added tax.
- 12.3.1.2. For the utilisation of the service of electronic presentation of bills, the Client has to accomplish a second-level registration (Issuer of Bills registration) in which they register themselves to one or more Bill Issuers by providing the data indicated on the specific form of Díjnet System. The second-level registration needs not to be activated by the Client, for their registration is active since the confirmation by the Bill Issuer.
- 12.3.1.3. Data provided during the second-level registration are forwarded by the Díjnet Service Provider to Bill Issuer who will investigate their adequacy. The Bill Issuer has the right to reject the Client's request if inadequate data are provided. According to the contract concluded with the Client, the Bill Issuer may also reject the Client's demand for other reasons. In case of a rejection by the Bill Issuer, the Díjnet Service Provider may not provide the specific Díjnet Service to the Client.
- 12.3.1.4. The second-level registration may also accomplished via the call centre or any personal customer service of the Bill Issuer enlisted on the subpage FAQ (Frequently Asked Questions) of the Díjnet System website. In this case, data required for the registration will be provided by the Client via the call centre or personal customer service of the Bill Issuer, of which the Bill Issuer will make a voice record. Subsequently, the Bill Issuer will send these data electronically to the Díjnet Service Provider, completing them as needed with other data managed by the Bill Issuer. The Díjnet Service Provider will send the Client an electronic mail on the fact of recording the data required for the registration and the finalisation of the registration. Via the hyperlink included in this electronic mail,

the Client has to confirm the second-level registration in order to utilise the service. Depending on the agreement between the Díjnet Service Provider and the Bill Issuer, the second-level registration accomplished with the Bill Issuer's assistance becomes active only when the Bill Issuer forwards the data (immediate registration) or when the Client confirms it (pre-registration). In case of an immediate registration, the Bill Issuer registration becomes active immediately, meaning that from that time, the Bill Issuer presents the bills to the Client via the Díjnet System. In case of the pre-registration, the Client's confirmation and the Bill Issuer's subsequent confirmation is required. In case the confirmation of the pre-registration fails to succeed within the deadline determined in the Data Management Bulletin for any reason, the Díjnet Service Provider will immediately cancel the data provided by the person aspiring to conclude the Contract during the registration process. In this case, the person aspiring to conclude the Contract will have to initiate a new registration in order to conclude the Contract and to utilise the Díjnet Services. The list of Bill Issuers providing immediate registration and the preregistration is available on the subpage FAQ (Frequently Asked Questions) in the Díjnet System website.

- 12.3.1.5. The Client acknowledges that it is the Bill Issuer that determines the date of the presentation of the first Bill that arrives to the Díjnet System (the actual start of the operation of the Díjnet Service).
- 12.3.1.6. The Client acknowledges that after a successful second-level registration, they will only receive Bills from the Bill Issuers they have selected exclusively in an electric way, i.e. the Bill Issuer will no longer issue any paper-based bill or any cash remittance order to them. The Client will receive a notification on the successful second-level registration from the Díjnet Service Provider.
- 12.3.1.7. The Díjnet Service Provider will make the Bill available to the Client within no more than two business days from the arrival of the Bill to the Díjnet Service Provider, and not later than on the next day it will notify the Client by electronic mail. The date of the presentation of the Bill is not the date of the actual view in the Díjnet System, but the date when the Bill becomes available to the Client in the Díjnet System.
- 12.3.1.8. The Client registered to the Díjnet Service Provider and the Bill Issuer may view or download their Bill after logging into the Díjnet System. The formate of the Bill would be determined by the Bill Issuer. The Client acknowledges that an Authenticated Bill is only authentic in the form of electronic data.
- 12.3.1.9. The Díjnet Service Provider takes responsibility for the display of Bills forwarded to the Díjnet Service Provider by the Bill Issuers, given that its format is adequate and the Client has a bill issuer registration concerning the specific Bill in the Díjnet System. The Díjnet Service Provider is not responsible for the lawfulness and conformity of the content of the Bill that is based on and corresponds to data provided by the Bill Issuer.
- 12.3.1.10. The Díjnet Service Provider assumes to store the presented Bill and make it available to the Client during 18 months. After this time limit, the Díjnet is entitled to erase the Bills.

  The Client expressly agrees that the Díjnet Service Provider may store the bills and make

them available way after this deadline. After the erasure, the availability of the bills would be provided by the Bill Issuer in a way and until the time according to the contract concluded between them and to the governing measures.

### 12.4. Service of Electronic Bill Payment

- 12.4.1.1. The Bill shall balance the Bill until the expiry date displayed on it. The Client would have the opportunity to choose from the following methods:
  - payment by bank card (VPOS),
  - payment via internet bank,
  - payment via mobile phone,
  - bank transfer,
  - direct debit payment,
  - cash payment.
- 12.4.1.2. In the framework of Díjnet Services, the Bills presented according to Section 12.3 may be paid by bank card, internet bank and mobile phone (Sections 12.4.2 and 12.4.3 and 12.4.4), the Bill Issuer provides the other payment possibilities independently of the Díjnet System. Bill paid via direct debit is unavailable for certain Bill Issuers, the Client may receive information on that opportunity directly from the Bill Issuer.

#### 12.4.2. Payment by Bank Card (VPOS)

- 12.4.2.1. In case of a payment by bank card, the Client may pay their Bills via the Díjnet System by bank card.
- 12.4.2.2. The Díjnet Service Provider accepts only Bills that were issued in Forint, therefore accepts only payments in forint. The Client acknowledges that a maximum of HUF 500,000 may be paid by bank card in a transaction via the Díjnet System.
- 12.4.2.3. In case of a bank card payment, the Díjnet System redirects the Client to the payment page of the VPOS payment service provider contracted with the Díjnet Service Provider, and, concurrently, and sends the amount to be paid according to the specific Bill as a numeric data plus the unique identifier of the transaction and, in case of a registered bank card, the identifier of the registration to the payment service provider. The payment would be accomplished directly on a page operated by the payment service provider contracted with the Díjnet Service Provider operating according to the rules and safety regulations of international bank card companies. The payment service provider would send a report on the success of the transaction plus the provided unique identifier to the Díjnet Service Provider.
- 12.4.2.4. The online transaction would always be initiated by the Client, and after the transaction, the amount of the transaction would be frozen on the Client's bank account. So the amount continues to bring interest, though it may not be used until the actual debitentry. The actual debit-entry of the specific amount on the bank account will be arranged only within a few days from the transaction, after the authorisation of the provided data and the available balance.

- 12.4.2.5. The Client commissions the Díjnet Service Provider with collecting the amount of the transaction on its bank account and with forwarding it to the Bill Issuer within three business days.
- 12.4.2.6. After the commission for electronic payment of bills and the receipt of the amount, during the next accounting, the Díjnet Service Provider informs the Bill Issuer on the data enabling the identification of the Client and of the electronic bill payment service and the amount of the transaction.
- 12.4.2.7. In case of an unsuccessful transaction, in each case the Client has to contact their accounting bank, since information on the initiated transaction and the Client's bank account may only be accessed by the Client's accounting bank.
- 12.4.2.8. The Díjnet Service Provider assumes to cooperate with the Client and the bank and card issuer company involved, during the possible complaint handling and bank card company procedures, therefore assumes especially to reply the received complaints and, if necessary, forward them to the bank.
- 12.4.2.9. Information on the further details of the VPOS payment and on the service provider contracted with the Díjnet Service Provider that arranged the VPOS payment may be found in the User's Guide available on the homepage of the Díjnet System. The Díjnet Service Provider may not access the card data required for the payment in any form (card number, card expiry date, verification code).

#### 12.4.3. Payment via Internet Bank

- 12.4.3.1. In case the Client is provided with an internet bank service by a bank that is also a contractual partner of the Díjnet Service Provider, the Client has the opportunity to utilise a Díjnet Service related to the payment via internet bank. This Díjnet Service may only be utilised after the Bill Issuer registration initiated by the Client. The current list of banks with Service in contract Díjnet Provider is available at www.dijnet.hu/ekonto/control/partnereink.
- 12.4.3.2. The Díjnet Service related to the payment via internet bank enables the automatic transmission of certain data of the Bill into the database of the Client's internet bank. Subsequently, the Client may pay the specific Bill on an internet bank interface accessible by the Client according to the content of the contract concluded between the Client and their bank.

#### **12.4.4.** Mobile Payment

- 12.4.4.1. In order to utilise the mobile payment system of the Díjnet Service Provider (iCsekk), the Client has to provide their phone number in an individual registration process in the Díjnet System, and has to download iCsekk mobile app to their mobile phone.
- 12.4.4.2. After the successful download of the iCsekk mobile app, the Client will have the opportunity to select the Bill Issuers the bills of which they wish to receive on their cell phone (i.e. wishes to make it available via iCsekk mobile app). Payment of bills initiated from a cell phone may be arranged by a bank card via the iCsekk mobile app. The Client

and the Díjnet Service Provider will conclude a separate Contract on the use of iCsekk, subject to the general terms and conditions of the iCsekk service.

#### 12.4.5. Bank Transfer

12.4.5.1. In case of a bank transfer, the Client gives a transfer order to their accounting bank independently from the Díjnet System, based on what, the amount of the presented Bill would be credited onto the bank account of the Bill Issuer. The Client has to ensure that the reference indicated on the electronically presented Bill be displayed in the operative part upon bank transfer, and also that exactly the amount indicated on the Bill be indicated to the accounting bank.

#### 12.4.6. Direct Debit

12.4.6.1. The Client may arrange the payment of their Bills stored in the Díjnet System by direct debit via any bank, independently from the Díjnet System.

#### 12.4.7. Cash Payment

12.4.7.1. The Client may pay the electronically presented Bill in person in cash in the customer service / cashier of the Bill Issuer. This is a service independent from the Díjnet System.

#### 12.5. Other Related Services

- 12.5.1.1. The Díjnet Service Provider may provide the Client other services related to the electronic presentation of bills and payment of bills via the Díjnet System.
- 12.5.1.2. As a related service, the Díjnet Service Provider may provide the service of reporting of the status of public utilities meters. With the utilisation of this service, the Client has the opportunity to report, by filling out the electronic form of the Díjnet System, the status of the meter to the public utilities that enables this possibility if the public utility service provider and the Díjnet Service Provider have agreed on this in a separate contract. The current list of public utility service providers enabling the reporting of the status of public utility meters is available on the subpage FAQ (Frequently Asked Questions) in the Díjnet System website. The service of reporting public utility meter status is accomplished by the Díjnet Service Provider according to a separate contract concluded with the Bill Issuer.

## 13. Availability of Díjnet Services

## 1.1. Annual Availability

- 13.1.1.1. The Díjnet Service Provider provides an annual 98 percent availability of Díjnet Services for the Client. Availability applies to a whole calendar year only, and not to a fragment of a year.
- 13.1.1.2. Calculations of availability do not include periods when service outage occurred:
  - due to reasons arising within the Client's control;
  - due to vis maior, or other reasons outside the control of the Díjnet Service Provider, including and in particular system failures caused by weather conditions, accidents, fires, serious power supply disruptions, vandalism, or theft;

during scheduled downtime periods of maximum 72 hours at a time.

## 13.2. System Downtime and System Failure

- 13.2.1.1. The use of Díjnet services may be temporarily limited or prevented either by a scheduled downtime or an unplanned system failure.
- 13.2.1.2. A scheduled downtime is put in by the Díjnet Service Provider when doing maintenance, repair, extension or similar action on the Díjnet system. A scheduled downtime period may not exceed 72 hours at a time. The Client is notified by the Díjnet Service Provider about the fact and expected duration of a scheduled downtime, and about the extent of Díjnet services affected and the impact on them (level of limitation, fact of unavailability), at least 1 calendar day in advance in a notice placed on the start page in the Díjnet system.
- 13.2.1.3. The continuous operation of the Díjnet system may, in exceptional cases, be interrupted due to reasons outside of the control of the Díjnet Service Provider, without prior knowledge by and in spite of the best intentions of it (system failure). In such cases, the Díjnet Service Provider shall take all measures in its capacity to restore the proper operation of the Díjnet system (failure control) as soon as possible. The Client is notified by the Díjnet Service Provider about the fact of a system failure, and about the extent of Díjnet services affected and the impact on them (level of limitation, fact of unavailability), on the start page of the Díjnet system or in a notice displayed after logging in.
- 13.2.1.4. If the system failure can be traced to reasons arising within a third party's (e.g. bank, payment card company, internet service provider) control, the Díjnet Service Provider has no responsibility toward the Client for correcting the failure and is only required to give an applicable notification based on information it gets from the third party.

#### 14. Modification of the Contract

- 14.1.1.1 The Client may, within the limits made possible by the Díjnet Service Provider, unilaterally modify the Contract (use of specific Díjnet Services according to individual needs, and data change) by using the Díjnet system, with an automated feedback from the Díjnet Service Provider. The Client is not entitled to modify this GTC.
- 14.1.1.2. According to Section 5 of this GTC, the Díjnet Service Provider is unilaterally entitled to modify these General Terms and Conditions and, at the same time, the Contract. A unilateral modification is made especially in cases where the contract between the Díjnet Service Provider and the Bill Issuer or between the Client and the Bill Issuer is modified.

#### 15. Termination of the Contract

#### 15.1. Cancellation of the Contract by the Client

15.1.1.1. The Client is entitled to cancel the Contract only if they have indicated the cancellation of the Bill Issuer selection to the Bill Issuers either in the Díjnet system or by direct contact, and the Bill Issuer has confirmed this to the Díjnet Service Provider. The way to cancel

the Contract is by making an electronic legal statement regarding the cancellation of the registration via an e-mail written to the Client Service of the Díjnet Service Provider. The cancellation of the registration will only be made by the Díjnet Service Provider if the Client has indicated the cancellation of the Bill Issuer selection to the Bill Issuers either in the Díjnet system or by direct contact, and the Bill Issuer has confirmed this to the Díjnet Service Provider. After all necessary Bill Issuer confirmations, the Díjnet Service Provider terminates the Client's registration, deletes the Client's data, and simultaneously notifies the Client about this in e-mail. The cancellation takes effect with the date of sending this notification mail.

- 15.1.1.2. The Client accepts that, after cancellation of the Contract, their Bills will no longer be available in the Díjnet system, and the Client can access them at the Bill Issuer only.
- 15.1.1.3. The Client is entitled, in case of a serious break of agreement by the Díjnet Service Provider, to cancel the Contract in e-mail, with immediate effect, providing that the Díjnet Service Provider, in spite of a prior written notice by the Client, does not remedy its breach of contract within 15 days of receiving the notice. Additionally, the Client is entitled to cancel the Contract with immediate effect in case of a modification of the GTC, according to clause 5.1.1.1 of this GTC. The Díjnet Service Provider terminates the Client's registration in the Díjnet system at the same time as the immediately effective cancellation notice becomes effective.
- 15.1.1.4. After the cancellation and the cancellation of the registration, the Client cannot log in to the Díjnet system and cannot use the Díjnet Services until a new registration. The Client accepts that a new registration means the creation of a new Contract and that the data stored in the Díjnet system as per the earlier Contract will not be accessible by the Client because of their deletion at the previous cancellation. After cancellation, the Bills will be stored and made accessible to the Client by the Bill Issuers, for a duration specified in the contracts between them and in applicable laws.

#### 15.2. Cancellation of the Contract by the Dijnet Service Provider

- 15.2.1.1. The Díjnet Service Provider is entitled to cancel the Contract with a cancellation period of 30 days by notifying the Client and the affected Bill Issuers via e-mail. The cancellation period will be automatically extended beyond the 30 days indicated herein, until the last Bill Issuer confirmation is received by the Díjnet Service Provider.
- 15.2.1.2. The Díjnet Service Provider is entitled to cancel the Contract with immediate effect via email if the Client hinders or endangers the normal functioning of the Díjnet system or the proper access of Díjnet Services, especially in the following cases:
  - the Client gives incorrect information during registration or during the use of the Díjnet system;
  - the Client misuses the data of the Díjnet Service Provider, Bill Issuers and/or other Clients;
  - the Client sends an e-mail that
    - o intentionally falsifies or conceals the sender's e-mail address,
    - o contains virus-infected attachment files,

- o contains as attachment any executable file that carries out an action contrary to the interests of the addressee(s) or the Díjnet Service Provider, and that action can take place in spite of the addressee's bona fide intention, or
- the content of which is offensive to social values and human dignity (such as an e-mail with misleading, obscene, sexual or violent content, or one that instigates unlawful acts, or incites religious or political conflict);
- the Client attempts or carries out, by using the service available for him, unauthorized data acquisition, data transmission or intrusion into computer systems, such as
  - unauthorized viewing, acquiring, or attempting to view or acquire, data or files stored on the personal computers or servers of those offering or using the service, or used during the use of the electronic service, that are not public or are trade secrets,
  - unauthorized modification of, or attempt to modify, data or files stored on the personal computers or servers of the Díjnet Service Provider or users of the service,
  - unauthorized upload of, or attempt to upload, data or files to the personal computers or servers of the Díjnet Service Provider or users of the service that may compromise the subscriber or affect the operation of the computer adversely, or
  - unauthorized use of other people's computers and computer resources (e.g. proxy, e-mail servers, printers, network gateways and other switched hardware devices) for private purpose.

## 16. Handling and Security of Personal Data

- 16.1.1.1. The Díjnet Service Provider is entitled, with regard to personal data given by the Client in the Díjnet system or via the telephone or personal Client service of the Bill Issuer, to store and process this data, use it in connection with the service, and give it to Díjbeszedő Holding Zrt., Díjbeszedő Informatikai Kft. and Reach Media Kft. for data processing. The Díjnet Service Provider is also entitled to forward the Client's relevant data to the affected Bill Issuer for collection purposes.
- 16.1.1.2. The IT systems and other data storage places of the Díjnet Service Provider are located at its own headquarters, branch locations and sites, as well as at the headquarters, branch locations and sites of the Díjnet Service Provider's current Internet service provider or its contractors. The company name and contact information of the current Internet service provider are published at www.dijnet.hu by the Díjnet Service Provider.
- 16.1.1.3. In consideration for the development level of technology at all times, the Díjnet Service Provider takes organizing and organizational actions to protect the security of data handling, ensuring a protection level corresponding with the risks related to data handling.
- 16.1.1.4. Other matters of personal data handling related to the Contract, and of data security, are governed by the applicable Data Handling Notice, which is available at www.dijnet.hu.

#### 17. Communication

## 17.1. Customer Service and Complaint Handling

- 17.1.1.1. With the exception covered in clause 17.1.1.2, the Client is entitled to contact the Díjnet Service Provider with questions, comments and complaints about Díjnet Services, using the following channels:
  - in e-mail sent to ugyfelszolgalat@dijnet.hu or info@dijnet.hu,
  - mail by post to Díjnet Zrt. at Postafiók 35., Budapest, H-1518, and
  - via the "Comments, Complaints" menu item of the Díjnet system.
- 17.1.1.2. The Díjnet Service Provider does not carry out customer service actions in connection with the bill payment methods specified in clauses 12.4.5, 12.4.6 and 12.4.7 of this GTC, also considering clause 12.4.1.2 of this GTC.
- 17.1.1.3. The Díjnet Service Provider agrees to duly answer the messages received via the above channels within 15 days.
- 17.1.1.4. As to registration through Bill Issuer engagement as described in 11.2.2 and 12.3.1.4, the Díjnet Service Provider may operate a call centre. The Díjnet Service Provider may assist the Client in this way only if it identifies the Client by asking for at least three items of their personal data given at the time of registration.

## 17.2. Supervising Body

17.2.1.1. In order to settle disputes about the Contract, the Client may go to the competent court that has authority, or to the following organizations:

## Budapest Government Office, Division of Technology, Licensing and Consumer Protection, Department of Consumer Protection

Address: 1052 Budapest, Városház u. 7.

Postal address: 1364 Budapest, Pf.: 144.

Phone: +36 1 450-2598

E-mail: fogyved kmf budapest@nfh.hu

#### **Budapest Arbitration Board**

Address: 1016 Budapest, Krisztina krt. 99.

Phone: (1) 488-2131 Fax: (1) 488-2186

E-mail: <a href="mailto:bekelteto.testulet@bkik.hu">bekelteto.testulet@bkik.hu</a>;
Website: <a href="mailto:http://www.bekeltet.hu/">http://www.bekeltet.hu/</a>

## **18.** Intellectual Property

18.1.1.1. Trademarks and logos appearing on the website of the Díjnet system are owned exclusively by the Díjnet Service Provider, the Bill Issuers and other partners. These designations may not be used, copied, distributed or published by third parties in any

way without prior express consent in writing by the Díjnet Service Provider or the affected Bill Issuer.

- 18.1.1.2. The designation and the information available on the website are under copyright protection and the rights attached to these belong to the Díjnet Service Provider or the Bill Issuer. The information and other materials available on the website may not be used, copied, distributed or published by third parties without prior express consent in writing by the Díjnet Service Provider or the Bill Issuers.
- 18.1.1.3. The Díjnet Service Provider acquires unlimited and exclusive usage right regarding any notes, comments, feedbacks, proposals, ideas, as well as other proposals that were expressed, submitted or offered to the Díjnet Service Provider in connection with the Díjnet system (collectively: the Comments), by the fact of the Comment having been delivered to it. Thus, expressing, submitting or offering any Comment means the Client transfers all rights, titles and interests regarding all property-type copyrights and other proprietary rights to the Díjnet Service Provider. Thus, the Díjnet Service Provider becomes the sole owner of all such rights, titles and interests connected to the Comments, and may not be restricted in their use in any way, either commercially or in any other sense. The Díjnet Service Provider is entitled, by indicating the source, to use, multiply, publish, rework, revise, make public, transfer to the public and commercially distribute Comments submitted with any purpose by the Client, without needing to give any compensation for that to the Client in any way.

#### 19. Other Provisions

- 19.1.1.1. The language of the Contract and the GTC shall be Hungarian and English only. In case of any contradiction, the Hungarian version is relevant.
- 19.1.1.2. Any matters not regulated by this contract come under the regulations of, among others, Act No. V of 2013 on the Civil Code, Act No. CXII of 2011 on Informational Autonomy and Freedom, Act No. CVIII of 2001 on Specific Issues of Electronic Commercial Services and Information Society, Act No. XXXV of 2001 on Electronic Signatures, Act No. CXXVII of 2007 on Value Added Tax, Act No. LXXVI of 1999 on Copyright and their relevant implementing regulations.

To settle any disputes arising from this contract, the contracting parties confer exclusive jurisdiction to the Central District Court of Buda in cases under District Court authority, and to the General Court of Tatabánya in cases under General Court authority.