

**Díjnet Zrt.**

**General Terms and Conditions**

**concerning the Users of the Díjnet System**

Date of entry into force: 15<sup>th</sup> June 2023

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## 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 'díjnet.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 provider of the Díjnet service and being liable for its operation.

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

**FAQ:** a specific subpage on website of the Díjnet System with questions frequently asked by Clients and the responses to such questions.

**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 sectors, or a company responsible for issuing invoices for these providers, furthermore an organization created for organizing public service and management tasks, invoicing, and collection of its consideration, authorized by a mandatory or concession contract that according to its contract concluded with the Díjnet Service Provider, provides the opportunity to its own or its client's customers to receive, access and pay their Bills via the Díjnet System. According to this GTC, the Díjnet Service Provider does not qualify as a Bill Issuer.

**Bill:** Electronic bills, receipts, prepayment requests and regardless of the name any other advices issued by the Bill Issuers, which are presented through the Díjnet System.

**SzámlaPlusz:** A Díjnet service specified in Section 12.5 of this GTC.

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

**Force majeure:** Any unpredictable circumstance beyond the control of any party, in particular: errors or malfunctions at a bank or credit card company, outages in mobile phone or internet services, 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 1<sup>st</sup> October 2020. The Díjnet Service Provider publishes this GTC on the website [www.dijnethu.hu](http://www.dijnethu.hu).
- 4.1.1.2. This GTC is effective from 1<sup>st</sup> October 2020, and it applies also for legal relationships established prior to its entry into force. The former version of the general terms and conditions 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.dijnethu.hu](http://www.dijnethu.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.dijnethu.hu](http://www.dijnethu.hu) the amendment of the GTC at least 2 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 2 days after publication on the website.
- 5.1.1.2. In the period between the publication of an amendment to the GTC on the Díjnet Service Provider's website and the date when the amendments take effect, the Díjnet Service Provider will send one notice to the Client by e-mail about such publication, unless the Client has previously accessed the Díjnet System and accepted the relevant amendment to the GTC.
- 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 11.4.1.3). In case of a registration in collaboration with the Bill Issuer, the Contract is concluded by accepting this GTC online (See Section 11.2.2.2).
- 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 will 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. Contracts concerning the bill archiving service specified in Section 12.5 constitute the only exception to this rule.

## **8. The Subject of the Contract, Díjnet 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 12.6).

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. In addition to those specified in Section 8.1.1.1, the bill archiving service specified in Section 12.5 also qualifies as a Díjnet Service, but as one that the Díjnet Service Provider shall provide to the Client under a contract that is separate from the Contract.

8.1.1.4. The Contract, a contract concerning the bill archiving service specified in Section 12.5 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 Díjnet Services under Sections 12.3 - 12.6 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, with the exception of the bill archiving service under Section 12.5. 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 Díjnet 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 Díjnet 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. Service Providers enumerated on the FAQ subpage 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 may 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. In addition to the request of change, on account of the Client's identification, the e-mail shall include at least three of the following data for identification: 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 FAQ subpage 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 FAQ subpage 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.
- 12.1.1.4. The Díjnet Service Provider may send e-mail messages to the Client about the Díjnet Services (e.g. in the following cases: changes in the GTC, the Privacy Policy or other document, or about technical matters, the joining of a new Bill Issuer or the introduction of a new function or service). The Díjnet Service Provider will be entitled to send such e-mail messages to the Client even if the Client has otherwise declared that it does not wish to receive e-mail messages from the Díjnet Service Provider.

### **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 12.3–12.6 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 to the Client the following features in the Díjnet System for the purposes of the Díjnet Services specified in Sections 12.3–12.6:
  - Client-requested modification of the data provided in the registration with the Díjnet System and with the Bill Issuers,
  - Client-requested cancellation of the registration with the Díjnet System and with the Bill Issuers,
  - 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 Dijnnet 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 Dijnnet 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. If, based on the provisions of the law, there is a change in the person of the Bill Issuer or performing settlement, invoicing, or receivables management tasks affecting the Bill Issuer's service or in the person of the coordinating body established to perform some public service tasks, the Dijnnet service provider will provide the electronic billing service for the new Bill Issuer that appears as a result of the change, and automatically provides all Dijnnet services - based on the agreement concluded with the new Bill Issuer, upon notification to the Customer - under unchanged conditions. In this case, there is no need for the Customer to complete the second-level registration, a new Bill Issuer is automatically assigned to the Customer's account.
- 12.3.1.4. Data provided during the second-level registration are forwarded by the Dijnnet 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 Dijnnet Service Provider may not provide the specific Dijnnet Service to the Client.
- 12.3.1.5. The second-level registration may also be accomplished via the call centre or any personal customer service of the Bill Issuer enlisted on the FAQ subpage of the Dijnnet 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 Dijnnet Service Provider, completing them as needed with other data managed by the Bill Issuer. The Dijnnet 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 Dijnnet 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 Dijnnet 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 pre-registration is available on the FAQ subpage in the Díjnet System website.

- 12.3.1.6. 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).
- 12.3.1.7. 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.
- 12.3.1.8. 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.
- 12.3.1.9. 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 format 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.
- 12.3.1.10. 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.
- 12.3.1.11. The Díjnet Service Provider agrees that any Bill so displayed will be archived and made accessible to the Client for a period of at least 18 months following its date (bill access).. The Client expressly approves that the Díjnet Service Provider may keep any Bill in its records beyond such time limit, regardless of whether it is made accessible to the Client. The Díjnet Service Provider will review the age of all Bills on or before 31 March 2017 and will no longer provide access to Bills that are older than 18 months on 1 January 2017, except if the Client has chosen to take advantage of the bill archiving service specified in Section 12.5.
- 12.3.1.12. The Díjnet Service Provider will be entitled to delete any Bills after the 18-month time limit specified in 12.3.1.11 as long as there is no contract in place between it and the Client about the bill archiving service specified in Section 12.5. On or before 31 March 2017, the Díjnet Service Provider will irreversibly delete any Bills that are older than five years on 1

January 2017, unless there is a contract in place between it and the Client about the bill archiving service. In the period between 1 October 2017 and 15 January 2018, the Díjnet Service Provider will irreversibly delete any Bills that were older than 18 months on 1 January 2017, unless there is a contract in place between it and the Client about the bill archiving service. Starting from 2018, any Bills that are older than 18 months on 1 January of the given year will be irreversibly deleted by the Díjnet Service Provider on or before 31 March of that year, unless there is a contract in place between it and the Client about the bill archiving service. After a Bill is irreversibly deleted, access to it will be provided by the relevant Bill Issuer in accordance with the terms of the contract in place between the Bill Issuer and the Client and with the applicable regulations.

## **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,

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 detailed rules of how an online transaction is completed (blocking, debiting, etc.) are stated in the contract between the Client and his or her bank.
- 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 from receipt of the required documentation for settlement.
- 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 in contract with a Díjnet Service Provider is available at [www.dijnnet.hu/ekonto/control/partnereink](http://www.dijnnet.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 and the Díjnet Service Provider, 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.

12.4.5.2. The Client may not pay any Bill by transferring the relevant amount to the Díjnet Service Provider's bank account in an individual wire transfer. In the event that such a transfer is made, the Díjnet Service Provider will not forward the amount in question to the relevant Bill Issuer and will immediately refund it to the Client. The Díjnet Service Provider will not be held liable in any way whatsoever for any damage, loss or expense incurred by the Client in connection with a transfer made in error.

#### **12.4.6. Direct Debit**

12.4.6.1. The Client may arrange the payment of their Bills stored in the Díjnet System - if this is possible at the given Bill Issuer - 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. Bill archiving service (SzámlePlusz)**

#### **12.5.1. The service**

12.5.1.1. The Díjnet Service Provider, on the basis of an electronic contract with the Client, will allow the Client to use the Díjnet System to access Bills that are older than 18 months and it will charge an extra fee for this service (bill archiving service).

12.5.1.2. The bill archiving service will be subject to the GTC with the exceptions specified in this Section 12.5.

#### **12.5.2. Signing the service contract**

12.5.2.1. The Díjnet Service Provider and the Client will have to sign a separate contract for the bill archiving service online, through the Díjnet System. The Client may request the conclusion of the contract by logging on to the Díjnet System, selecting the relevant menu item and filling out the electronic declaration available there (service request) between 1 October of each year and 15 January of the following year. The contract on the bill archiving service will be validly concluded between the Client and the Díjnet Service Provider on the day when the service request is made.

12.5.2.2. The contract on the bill archiving service may only be validly concluded if the Client has at least one Bill in the Díjnet System that is no longer made accessible as part of the basic service by the Díjnet Service Provider under Section 12.3.1.11 of the GTC. Another condition of the conclusion of the contract is that the Client must have an active Díjnet registration.

### **12.5.3. Nature and term of the service**

12.5.3.1. After the conclusion of the contract on the bill archiving service, the Díjnet Service Provider will make the Bills accessible to the Client in accordance with the rules on the electronic presentation of Bills specified in Section 12.3. As part of the bill archiving service, the Díjnet Service Provider will only be able and required to present Bills that had not yet been irreversibly deleted under Section 12.3.1.12 of this GTC as of the date when the bill archiving service was requested.

12.5.3.2. The service period is the full calendar year following the year in which the contract is concluded, and it will start on 1 January and end on 31 December. Nevertheless, the service period will start on the day following the date of the payment of the service fee and end on 31 December of the same year in the case the contract is concluded between 1 January and 15 January under Section 12.5.2.1.

12.5.3.3. A contract on the bill archiving service will be concluded for an indefinite period. The contract will take effect when it is signed in accordance with Section 12.5.2, and it will remain in effect until the last day of the service period after the termination of the contract, ie the last day of the calendar year..

### **12.5.4. Fees**

12.5.4.1. After requesting the service, the Client will have to pay a fee (bill archiving fee) for the service in accordance with Annex 1 to this GTC. The bill archiving fee will be payable by wire transfer through the online interface identified by the Díjnet Service Provider or in accordance with information otherwise stated by it. The Díjnet Service Provider has no obligation to provide the bill archiving service and it will immediately refund the fee if its amount or the bank transfer message does not meet its requirements.

12.5.4.2. Immediately after the Client requests the bill archiving service, and each year in good time before the end of the service period, the Díjnet Service Provider will issue and send to the Client an electronic pro forma invoice for the fee with a payment deadline of 15 days. Once the Client pays the amount stated on the pro forma invoice, the Díjnet Service Provider will issue and send to the Client an electronic invoice immediately after the amount is credited on its bank account.

12.5.4.3. If the Client does not pay the fee with the 15-day deadline stated on the pro forma invoice, the Díjnet Service Provider will be entitled to rescind the contract on the bill archiving service with an electronic declaration addressed to the Client. This declaration can be made in the form of an e-mail or in a message form available in the System of Díjnet. The Díjnet Service Provider will also be entitled to rescind the contract if the Client pays the fee late. If the Díjnet Service Provider rescinds the contract after the Client's payment of the fee, the Díjnet Service Provider will refund the full amount of the fee without delay. In



the event of a late payment by the Client, the Dijnnet Service Provider will not be obliged to provide the bill archiving service to the Client, regardless of whether it exercises its right to rescind the contract.

- 12.5.4.4. The amount of the fees stated in Annex 1 has been determined in the light of Section 10.1.1.2 on the limitation Dijnnet Service Provider's liability, which will also apply to the bill archiving service under Section 12.5.1.2, mutatis mutandis.

#### **12.5.5. Termination**

- 12.5.5.1. The Client will be entitled to rescind the contract on the bill archiving service with a declaration addressed to the Dijnnet Service Provider within a period of 14 days following conclusion of the contract under Section 12.5.2. If the Dijnnet Service Provider starts performing the service during such period on the basis of the Client's consent, i.e. the start date of the service period precedes the end of the 14-day period, the Client may terminate the contract without explanation between the start date of the service period and the end of the 14-day period. In the event of a rescission or termination under this Section, any fee(s) paid for the service will be fully refundable to the Client.
- 12.5.5.2. The contract on the bill archiving service may not be terminated by the parties by written notice to the other party (as set forth in clause 15.5.2.1) by ordinary termination by the end of the calendar year, with the Client's notice of termination made after 15 October of the current year taking effect at the end of the following calendar year (service period). This provision does not affect the Service Provider's right under clause 12.5.4.3.
- 12.5.5.3. The contract on the bill archiving service will be subject to the same treatment as the Contract to the extent that if the Contract terminates, the contract on the bill archiving service will also automatically terminate. This implies that deregistration from the Dijnnet System will cause the contract to be terminated.
- 12.5.5.4. If the contract on the bill archiving service is terminated during a service period due to a reason for which the Client is liable, the fee paid by the Client for the service will not be refundable. Such cases include, in particular, deregistration from the Dijnnet System at the Client's request (see Section 15.1.1.1) or a grave breach of contract by the Client (see Section 15.2.1.2).
- 12.5.5.5. If the contract on the bill archiving service terminates for whatever reason, the presentation of the Bills will be subject to the general rules of this GTC, and in particular, the provisions of Sections 12.3.1.11 and 12.3.1.12.
- 12.5.5.6. The Dijnnet Service Provider reserves the right to suspend or discontinue the bill archiving service without explanation at any time. In such a case, existing contracts on the bill archiving service will remain valid and in effect, but new contracts will not be concluded. The Dijnnet Service Provider will inform the Client about such suspension or discontinuation through the Dijnnet System by no longer offering the Client the opportunity to make the declaration required for the conclusion of the contract and by posting a notice on the suspension or discontinuation in the same location.

## **12.6. Other Related Services**

- 12.6.1.1. 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.
- 12.6.1.2. 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 FAQ subpage 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 force majeure;
  - during scheduled downtime.

### **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 Díjnet Service Provider will irreversibly delete the Bills recorded in the Díjnet System during the existence of the Contract, and from the date of such deletion only the Bill Issuers will be responsible for storing the Bills and the Client will only be able to request the Bill Issuers to allow access to the Bills in the manner and for the duration specified in the contracts in place between the Client and the Bill Issuers and under the applicable laws.

## **15.2. Cancellation of the Contract by the Díjnet 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 e-mail 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
  - intentionally falsifies or conceals the sender's e-mail address,
  - contains virus-infected attachment files,
  - 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 the Díjnet Service Provider or a Client, 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 a Client,
  - unauthorized upload of, or attempt to upload, data or files to the personal computers or servers of the Díjnet Service Provider or a Client that may affect the Díjnet Service Provider, a Client or the operation of the relevant computers 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 Díjnet Service Provider's other subcontractors 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 Díjnet Service Provider may forward data to a subcontractor acting as a data processor particularly if it is directed by a Bill Issuer to send electronic notices, advertising or newsletters, or if the Díjnet Service Provider itself wishes to provide information within the meaning of the 12.1.1.4 to Clients in connection with the Díjnet Services. The Díjnet Service Provider states that no electronic correspondence specified in this Section will be sent on behalf of a Bill Issuer by the Díjnet Service Provider directly or through subcontractors to the Client unless the Client has previously given a declaration to the relevant Bill Issuer and granted his/her consent to the sending of such electronic mail. Bill Issuers will be solely responsible for obtaining, and maintaining the validity of, such consents, and the Díjnet Service Provider is not able or required to confirm the existence or validity of such consents. Any complaints that the Client may have in connection with such correspondence, or any resignation statement will be forwarded by the Díjnet Service Provider to the relevant Bill Issuer.
- 16.1.1.3. 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](http://www.dijnet.hu) by the Díjnet Service Provider.
- 16.1.1.4. 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.
- 16.1.1.5. 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](http://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](mailto:ugyfelszolgalat@dijnet.hu) or [info@dijnet.hu](mailto: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 12.3.1.5, 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, Consumer Protection, Department of Consumer Protection**

Address: 1051 Budapest, Sas u. 19. III. floor.  
 Postal address: 1364 Budapest, Pf.: 144.  
 Phone: +36 1 450-2598  
 E-mail: [fogyved\\_kmf\\_budapest@bfkh.gov.hu](mailto:fogyved_kmf_budapest@bfkh.gov.hu)

### **Budapest Arbitration Board**

Address: 1016 Budapest, Krisztina krt. 99.  
 Phone: (1) 488-2131  
 Fax: (1) 488-2186  
 E-mail: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu);  
 Website: <http://www.bekeltet.hu/>

## 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.

## **20. Annex 1 – Fee for the bill archiving service**

Fees under the current General Terms and Conditions

The fee for the bill archiving service under Section 12.5.4.1 of the GTC: HUF 1.173 + VAT / year