

SUBSCRIPTION AGREEMENT OF THE ELECTRONIC TOLL SERVICES PROVIDED BY AUTO SECURIT ZRT. as OBU EASY GENERAL TERMS AND CONDITIONS v.2.0

I. DEFINITIONS OF THE PRESENT GENERAL TERMS AND CONDITIONS

1.1 Basic terms

Terms indicated by capital letter in the present regulation shall be interpreted as defined herein, in default whereof as stipulated by National Toll Payment Service Ltd. (hereinafter referred to as: NTPS), or as used by the prevailing laws and regulations (in this order).

1.1.1 Data reporting

Data reporting provided by the Toll Declaration Operator by means of the interface, (a) which reported data are mapped by Toll Declaration Operator from the Client's tracking data and (b) which data are transferred for NTPS according to Client's procurement on the basis of the usage of the defined Toll Road sections and the relevant time.

1.1.2 Toll Declaration Operator

AUTO SECURIT Zrt. (seat: H-1039 Budapest, Szentendrei út 407 registration number: 01-10-044381), a legal person which is entitled to provide the herein-above set services according to the Hungarian Toll Road Act. The Toll Declaration Operator operates the global tracking system, based on GPS technology, which is able to determine the location, the rapidity and the heading of a moving vehicle, and operates as well the "On-line logistic-tracking services".

1.1.3 Customer

Those persons, who has entered into a contract with NTPS, as Bound Toll Service Provider (see under sections 7. and 24. of § 2. of the Toll Road Act) with the object of paying the Toll, and have registered at NTPS as set below according to clause X. and gave consent to the Data Reporting, and who has subscribers' legal relationship with Toll Declaration Operator, based on subscription agreement.

1.1.4 Fine

The monetary sanction charged under the Government Decree nr. 410/2007 (XII.29.) on the scope of traffic offences punishable by administrative fines, the amount of the fines to be imposed in case of infringement of the traffic rules concerned, the rules of appropriating the collected sum and the terms and conditions of collaboration in control. XII. 29.).

In case of being Fined, the Customer shall be obliged to send a copy of the warrant for Toll Declaration Operator – by means as set in section 4.6. below – within 3 days to be reckoned as of its receipt in order to have it investigated. In case of being Fined, the stipulations set in section 4.7. shall prevail. Should this term be missed, the Toll Declaration Operator shall not be responsible for the delay of the eventual appeal.

1.1.5. Commencement Date

The time defined in the accession license issued by NTPS, wherefrom the NTPS receives the Data Reporting from Toll Declaration Operator, and grants for registered Customers the Road Usage Right applied for and pursuant to the Data Reporting.

1.1.6. Fine alert

Notification sent by the system of NTPS (www.hu-go.hu) about an event, that can lead to impose a Fine. About the Fine alert the Declaration Operator if informed by NTPS through an electronic channel.

1.1.7. E-toll assistant service

The Declaration operator shall send in case of activated E-toll assistant service a text message about the fact of the Fine alert to the predefined mobile phone number (on www.hu-go.hu assigned number to the vehicle) in order that the Client can to the necessary action to avoid a possible Fine. The Declaration operation is not liable for any consequences due to the Client's missing action.

1.1.8. GTC-TDO

The prevailing General Terms and Conditions to be found at NTPS's official homepage (www.hu-go.hu), called General Terms and Conditions of Individual Agreements on Data Reporting by Toll Declaration Operators applied by NTPS and which shall duly govern the subscriber's legal relationship too based on the Subscription Agreement between Toll Declaration Operator, and which shall be the background regulation of the present General Terms and Conditions. Should any dispute emerge between the GTC-TDO and the present General Terms and Conditions, the provisions of the present General Terms and Conditions shall prevail on condition that these provisions shall be interpreted in accordance with the prevailing laws.

1.1.9. Privacy and Data Protection Policy (PDPP)

Rules published by the Service Provider for the purpose of exercising the right to transparent information as defined in Article 12 of the GDPR.

1.2 The objective of the present General Terms and Conditions and its scope of regulation

1.2.1 The Toll Declaration Operator applies the general terms and conditions of the present regulation to set in details the terms and conditions of the service and the recourse thereof, the rights and obligations of the Toll Declaration Operator and the Customer as well as other essential circumstances related to the services. The Privacy and Data Security Rules of the relation between the Parties are contained in the Data Protection and Privacy and Data Protection Policy (PDPP) on the website of the Service Provider www.skyguard.hu, which, together with the present GTC, has to be applied to the relationship between the Parties.

1.2.2 The general terms and conditions of the present regulation shall prevail in the course of the legal relationship between Toll Declaration Operator and Customer except the prevailing GTC-TDO stipulates expressly otherwise not allowing any derogation, for in this case the provisions of the GTC-TDO shall prevail.

The Toll Declaration Operator's activity shall be governed by the prevailing relevant Hungarian laws and regulation, and the GTC-TDO.

1.3 Effect of the present General Terms and Condition, publication

1.3.1. Customer automatically and expressly accepts the present General Terms and Conditions and acknowledges in accordance with the provisions of the Privacy and Data Protection Policy (PDPP) Regulations to be bound by it by initiating the recourse of the service set herein and by completion of the registering process as set under clause X. The acceptance of the present General Terms and Conditions by Customer shall be a precondition of the provision of the service. Should Toll Declaration Operator amend the present General Terms and Conditions, it shall be obliged to inform the Customer thereof by means of publication on its homepage at www.eutdij.hu. The present General Terms and Conditions as well as the amendments thereof shall prevail as of the publication.

1.3.2. Customer shall be obliged to follow Toll Declaration Operator's homepage to be up-to-date on the prevailing contents of the General Terms and Conditions. The possibility of getting know and downloading electronically the GTC and PDPP is provided by the webpage of the Toll Declaration Operator.

1.3.3. Toll Declaration Operator shall be entitled to amend the present General Terms and Conditions in case it would not affect the basic provisions thereof and in case the related laws or regulations justify it, according the relevant requirements set therein, and in favor of the fulfilment of the obligations set by the related prevailing laws and regulations as well as those set in the GTC-TDO and in the PDPP.

1.3.4. Should Customer not accept the amended General Terms and Conditions or in the PDPP, it shall be entitled to terminate in written, by a duly expressed declaration the contract based on the present general terms and conditions or PDPP within 30 days to be reckoned as of the publication of the amended General Terms and Conditions. The fulfilment of the obligations undertaken by Customer in the course of the legal relationship based on the present General Terms and Conditions, shall be considered as unconditional acceptance of the amended General Terms and Conditions in accordance with the provisions of the Privacy and Data Protection Policy (PDPP) Regulations.

1.4 Effect of the General Terms and Conditions

The present General Terms and Conditions shall remain in full effect until Toll Declaration Operator provides the service on condition that section 2.3. and clause VII. as well as section 8.2. shall remain in full effect and binding even after the termination of the provision of the service.

II. DATA REPORTING – SUBJECT OF THE CONTRACT

2.1 The present General Terms and Conditions ("GTC") sets the terms and conditions of the legal relationship between Toll Declaration Operator ("TDO") as toll declaration operator completing the tasks prescribed by National Toll Payment Service Ltd. ("NTPS") and the Hungarian Toll Road Act on the one hand and Road User as Customer on the other. Within the frameworks of Data Reporting, in accordance with the provisions of the Privacy and Data Protection Policy (PDPP) Regulations Toll Declaration Operator shall be obliged to communicate towards NTPS through the interface granted by NTPS the Customer's request of Road Usage Right for a motor vehicle defined by the on-board unit, for a certain Charged Road Section. By completing the registering process Customer expressly and irrevocably gives its consent in accordance with the provisions of the Privacy and Data Protection Policy (PDPP) Regulations, to Toll Declaration Operator to control and process its data and to forward it for NTPS in favor of the fulfilment of the obligations set herein.

2.1.1 Toll Declaration Operator provides the appropriate on-board unit for Customer which shall be convenient to record the road usage data and processes the data forwarded by such on-board unit.

2.1.2 According to the provisions of the Hungarian Toll Road Act, Toll Declaration Operator shall be obliged to co-operate with NTPS in connection with the Road Usage.

2.1.3 According to the present General Terms and Conditions Toll Declaration Operator, as toll declaration operator shall be obliged to fulfil Customers' Data Reporting obligation for NTPS as Bound Toll Service Provider through the interface granted by NTPS and as defined by NTPS, to fulfill in accordance with the provisions of the Privacy and Data Protection Policy (PDPP) Regulations.

2.1.4 The Road Usage Right is granted for Customer by NTPS according to the Data Reporting or Fine Alert performed by Toll Declaration Operator. Toll Declaration Operator shall be obliged to prepare the Data Reporting on the base of the Data provided by Customer. The Road Usage Right shall exclusively be granted for Customer in case the Toll is pre-paid, Customer shall be obliged to bear exclusive responsibility to have the sufficient amount available on its account to have the amount of the Toll settled as well as to have the number of the axles and every other parameters to be set by Customer valid. The setting of the number of the axles, the operability of the On-Board Unit, etc. shall be ascertained by Customer prior to each departure as well as even on the way if possible. Should any failure be perceived, it shall be announced forthwith to Toll Declaration Operator and the Road Usage shall either be intermitted, or in case of continuation of the Road Usage, Route Tickets shall be purchased for the Road Usage during the period until the failure is not parried. The definition and modification of the number of the axles by means of the On-Board Unit is exclusively possible after having been noticed by Toll Declaration Operator thereof. CUSTOMER SHALL BE OBLIGED TO ACT ACCORDING TO THE REASONABLE CONDUCT UNDER THE CIRCUMSTANCES IN FAVOR OF AVOIDANCE OF FINES, INTER ALIA CUSTOMER SHALL BE OBLIGED TO CONTROL REGULARLY ON A SHORT TERM BASIS THE AMOUNT OF THE TOLL SETTLED, THE BALANCE OF THE CHARGE-ACCOUNT TO VERIFY WHETHER THE AMOUNT OF THE TOLL DUE ON THE BASIS OF THE TOLL ROAD USAGE HAS BEEN DEBITED. SHOULD ANY DIFFERENCE BE PERCEIVED BETWEEN THE REAL ROAD USAGE AND THE DATA OF THE CHARGE-ACCOUNT, OR SHOULD CUSTOMER BE NOTICED BY TOLL DECLARATION OPERATOR THAT THE ON-BOARD UNIT DOESN'T FUNCTION, OR DOESN'T FUNCTION ACCORDINGLY, CUSTOMER SHALL BE OBLIGED TO GET AHOLD OF TOLL DECLARATION OPERATOR (THROUGH THE TELEPHONE NUMBERS SET IN SECTION 8.5.) AND TO INTERMIT THE ROAD USAGE UNTIL THE FAILURE IS NOT PARRIED, OR PURCHASE ROUTE TICKETS FOR THE LAWFUL CONTINUATION OF ROAD USAGE. CUSTOMER SHALL BE OBLIGED TO SEND FORTHWITH THE PURCHASED ROUTE TICKETS BY E-MAIL TO TOLL DECLARATION OPERATOR.

Customer shall bear all responsibility with respect to the definition of the due Road Usage Right and to its maintenance, especially after the Fine Alert. The legal possibility of the definition and modification of the adequate number of the axles shall be available exclusively after the entering into effect of such stipulations of the GTC-TDO. The rules of the definition of the number of the axles are set in detail by the GTC-TDO.

2.1.5 Toll Declaration Operator shall act towards NTPS as Customer's toll declaration operator, by this quality it shall be the performance partner on behalf of Customer to have the Road Usage Right granted, and so shall be obliged to make declarations in Customer's name, instead and on behalf of Customer within the frameworks of the Data Reporting required to be performed for Client's Toll Declaration profess in accordance with the provisions of the Privacy and Data Protection Policy (PDPP) Regulations. During the fulfilment of its obligations, Toll Declaration Operator shall provide technical support related to Toll Declaration for Customer in such a way that it provides On-Board Unit, and forwards electronically for NTPS the data provided by Customer about the Road Usage of every single Tolleed Road Section in connection with the used On-Board Unit.

2.1.6 Customer hereby expressly authorizes Toll Declaration Operator and hereby expressly gives its consent to provide for the Data Reporting and Fine Alert for NTPS required for the Toll Declaration – so to control and to process the necessary Data in accordance with the provisions of the Privacy and Data Protection Policy (PDPP) Regulations.

2.1.7 On the base of Section 6. § clause (8) of the Toll Road Act and according to the contract concluded by and between Customer and Toll Declaration Operator, Toll Declaration Operator shall be responsible according to the provisions of the Hungarian Civil Code (with respect in particular to the stipulations of the culpability) towards Customer for the eligibility for the proper operation related directly to the Data Reporting of the On-Board Unit granted by Toll Declaration Operator and for the forwarding of the Toll Declaration. Should the specifications of the Road Usage Right, the technical background of the Data Reporting respectively the system requirements (hereinafter collectively referred to as: Requirements) be amended following the delivery of the On-Board Unit for Customer, Customer shall be responsible to have at its disposal an On-Board Unit which corresponds to such amended Requirements. Toll Declaration Operator shall be entitled to suspend the registration of the On Board Unit not corresponding to the amended Requirements, according to the provisions set in section V.

2.1.8 Customer hereby acknowledges that Toll Declaration Operator shall be obliged to recompense the fines imposed due to less Road Usage Right as established by NTPS, or to reimburse the Toll exceeding the actual road usage for Customer exclusively in case it stems provably and exclusively from the inaccurate or defective Data Reporting of Toll Declaration Operator, and Toll Declaration Operator shall exclusively be actionable therefore. Should Toll Declaration Operator be responsible provably only partially for the fine or the overpayment, it shall only be obliged to recompense or reimburse to the extent of its interaction.

2.1.9. The Skipping Session Matching as defined in the GTC-TDO may occur exclusively in Customer's sphere of interests too (e.g. switching off and on of the On-Board Unit; not appropriate allocation of the On-Board Unit; undue influence of the operating of the On-Board Unit), which occurrences cannot be detected by Toll Declaration Operator in its system, so Toll Declaration Operator shall not be liable therefore. However, Toll Declaration Operator shall be obliged to notify Customer in case it detects in its own system any event of Skipping Session Matching in order to make for Customer possible to explore the default itself as far as possible, and in case it is necessary, to ask for Toll Declaration Operator's intervention. Customer hereby declares to be aware of the fact that the system operated by Toll Declaration Operator is regularly audited by NTPS in order to assure the service level defined by NTPS, therefore should any GSM or GPS default occur, it shall not automatically be qualified as Toll Declaration Operator's actionable technical default.

2.1.10. In case of Skipping Session Matching, the entitlement of right of enforcement of any eventual claim shall be commenced only in compliance with the formal requirements of the proceeding set below, in case the possibility of examination of the eventual failure has been granted for Toll Declaration Operator.

2.1.11. Toll Declaration Operator hereby undertakes to dispose permanently of such liability insurance until the present regulation is in force which covers such damages of Customer defined in the present regulation, which shall be borne by Toll Declaration Operator.

2.1.12. Shall Customer lodge complaint against the toll declaration operators' activity of Toll Declaration Operator (in particularly in relation with the requisition of Road Usage Right, or with operation of the On-Board Unit used therefore) at Toll Declaration Operator, Toll Declaration Operator shall be obliged – in case NTPS' cooperation is not required to investigate substantially such complaint – respond the complaint within 5 working day to be reckoned as of the submission of the complaint without respect to the fact whether the complaint has been submitted orally or in written.

2.1.13. Shall Customer lodge complaint at Toll Declaration Operator against Toll Declaration Operator's activity of toll declaration operator (in particularly in relation with the requisition of Road Usage Right, or with operation of the On-Board Unit used therefore) and NTPS' cooperation is required to investigate substantially such complaint, Toll Declaration Operator shall be obliged to forward in written the complaint for NTPS at NTPS' e-mail address (bkcc@nemzetiudij.hu). NTPS shall be obliged to submit the results of its survey for Toll Declaration Operator within 5 working days to be reckoned as of the lodgment of such complaint. Toll Declaration Operator shall be obliged to notify Customer directly in writing on the substantial results of the examination of the complaint on the base of NTPS' survey, and so shall be obliged to send it simultaneously in writing for NTPS too.

2.1.14. Should Customer lodge complaint at NTPS, and in NTPS' opinion Toll Declaration Operator's co-operation is necessary for the substantial investigation of such complaint, NTPS shall be obliged to send the claim for Toll Declaration Operator. Toll Declaration Operator shall be obliged to notify NTPS in writing about the results of examination performed by it within 5 working days to be reckoned of the receipt of the complaint, and NTPS shall thereafter notify Customer directly in its own name in writing about the results of the investigation, and so shall be obliged to send it simultaneously in writing for Toll Declaration Operator too.

2.1.15. Toll Declaration Operator shall be obliged to register the complaints lodged according to clauses 2.1.11. – 2.1.13., and shall keep the main data related to the complaints permanently up-to-date (in particularly the status thereof and whether the complaint has been, and in case it has, when and how has it been answered.).

2.1.16. Shall Customer and NTPS expressly require it so – independently of the provisions set in clauses 2.1.12. – 2.1.14. – Toll Declaration Operator shall be obliged to liaise with NTPS the manner of the handling of the complaint.

2.1.17. Toll Declaration Operator shall be obliged to perform the services for Customer according to the terms and conditions set below and the present General Terms and Conditions. The contractual provisions related to other services not stipulated by the present General Terms and Conditions, shall be set in the service contracts concluded for such purposes, and which provisions shall not be affected by the present General Terms and Conditions.

2.1.18. Customer shall be entitled to access to services only with the parameters given by Toll Declaration Operator.

2.1.19. The Customer's consent required for the usage of Data Reporting within the frameworks of the Toll Reporting shall be obtained from Client by NTPS. NTPS shall be entitled to intermit to grant to Customer the Road Usage Right on the base of the Data Reporting according to the Toll payment contract, and in such cases NTPS shall be entitled as well to intermit the control of the Data Reporting.

2.1.20. Toll Declaration Operator shall be obliged to forward the Data Reporting for NTPS in accordance with the provisions of the Privacy and Data Protection Policy (PDPP) Regulations as Bound Toll Service Provider, on the base whereof NTPS shall be obliged to collect the Toll directly from Customer on behalf of Toll Charger.

2.1.21 By ordering the E-toll Service, the Customer expressly authorizes the Declaration Operator and gives its consent to forward the Fine Alert notifications and details to the communication number set in the NTPS system (in the page of www.hu-go.hu). The Client is obliged to ensure that all E-toll assistant service related vehicles have continuously available communication's numbers.

2.1.22 The Client acknowledges that the Declaration operator takes no responsibilities regarding any amount of fine due to any possible communication error during the sending of the Fine alerts (including if the announced phone number is unavailable for any reason).

2.2 The effect of the service – foundation of Customer legal relationship and its amendment

2.2.1. Toll Declaration Operator shall be obliged to perform the services for Customer after the Commencement Date, as of the date of the successful registration as set in detail in section X. Customer's legal relationship shall be founded by the registration using the registration number and the PIN code to be found on the last page of the present General Terms and Conditions when Customer shall accept and acknowledge the terms of the present General Terms and Conditions in accordance with the

provisions of the Privacy and Data Protection Policy (PDPP) Regulations as completely binding for itself. SHOULD CUSTOMER NOT ENTIRELY ACCEPT THE PROVISIONS OF THE PRESENT REGULATION, THE REGISTRATION SHALL NOT BE DONE!

2.2.2. The present contract enters into force for an indeterminate duration.

2.2.3. Toll Declaration Operator hereby reserves the right to amend any element of the system in case by means of the newly employed technical solution the same level of service is to be assured as by means of the preceding technical solution.

2.2.4. The Customer's legal relationship is to be amended either according to the related Service Contract in writing, or according to the general rules of the civil law orally or by implicit conduct in case the other party acknowledged it expressly in written in accordance with the provisions of the Privacy and Data Protection Policy (PDPP) Regulations, except the present contract provides otherwise. Toll Declaration Operator shall be obliged to provide the service 24/7 permanently, without limitation in time except the present General Terms and Conditions provides otherwise.

2.2.5. Toll Declaration Operator hereby declares that the price of the On-Board Unit contains the due GSM and communication fees for 24 months to be reckoned as of the registration, and that Toll Declaration Operator does not charge extra fees for the Data Reporting towards Customer.

2.3. Data protection

2.3.1 Customer hereby gives consent to Toll Declaration Operator to control and process Customer's personal data for the Data Reporting's purposes, and that Toll Declaration Operator shall be entitled to control and process them in accordance with the provisions of the Privacy and Data Protection Policy (PDPP) Regulations during the period of prescription of any and all payment obligations, and to forward them to NTPS within the frameworks of Data Reporting.

2.3.2. Toll Declaration Operator shall be obliged to preserve the Customer data forwarded by the On-Board Unit to the Processing System within the activities of the toll declaration operator for 2 years to be reckoned as of their record by Toll Declaration Operator in accordance with the provisions of the Privacy and Data Protection Policy (PDPP) Regulations.

2.3.3. Should NTPS notify it for Toll Declaration Operator during the defined period of preservation related to a certain Customer that a complaint management or other legal remedy proceeding is pending, Toll Declaration Operator shall be obliged to preserve the affected Customer Data until the conclusion of such complaint management or other legal remedy proceeding in accordance with the provisions of the Privacy and Data Protection Policy (PDPP) Regulations.

2.3.4. Upon NTPS' request, Toll Declaration Operator shall be obliged to transfer Customer data during the data preservation period stored in the Processing System to NTPS, particularly in the following cases and the following purposes in accordance with the provisions of the Privacy and Data Protection Policy (PDPP) Regulations:

- a) Complaint management proceeding preceded by or with the participation of NTPS, in order to examine the grounding of Customer's complaint;
- b) Debate between NTPS and Customer with the objective of the payment of the Toll, in order settle such debate;
- c) Other debate between NTPS and Customer, related to the Road Usage Right, in order to settle such debate.

2.3.5. Listing of Customer's data stored by NTPS, and shareable with Toll Declaration Operator

- a) Toll Declaration Operator's name;
- b) The identification number of the registered On-Board Unit;
- c) Data necessary to identify Customer;
- d) The following data of the vehicle: registration number, ensign, emission class, minimal axle number, weight; mobile number for the communication;
- e) Date of arrival of Data Reporting and the data of the required and granted Road Usage Right.

2.3.6. Toll Declaration Operator shall ensure that no trade secret and personal data of the Toll Declaration Operator's performance partners and those of the Customer shall prevent the performance and the comprehensive completion of the audit under GTC-TDO, and the lawfulness of data transfer under the GTC-TDO.

2.3.7. Data processing and data transfer under the present General Terms and Conditions shall be performed by NTPS and the Toll Declaration Operator in compliance with the provisions of Act CXII of 2011 on Information Self-Determination and the Freedom of Information in order to fulfil the obligations related to the legal relationship set herein.

2.3.8. Customer hereby irrevocably gives consent, that NTPS – on the base of the legal relationship between NTPS and the Hungarian Transport Administration (hereinafter referred to as: HTA) – forward the data related to Toll payment, obtained electronically by Toll Declaration Operator for HTA, in accordance with the provisions of the Privacy and Data Protection Policy (PDPP) Regulations

2.3.9. Customer shall be obliged to estimate, acknowledge and accept the technical possibilities, risks and limits related to Road Usage Right – with respect in particularly to the contract concluded and communication by electronic means. Customer hereby

declares to be aware of the fact that by having resort to the services under the present General Terms and Conditions it has resort to such services which services are granted by NTPS, that is a business association exclusively under state ownership, proceeding in public order and performing tasks with national economic emphasized importance and provides the services on the basis of designation of the law. NTPS shall be obliged to fulfil its obligations defined by the law, and to finance its activity from public funds according the prevailing regulations, and its revenues arising from this activity – such as the revenues from the use of services under the present General Terms and Conditions by Customer – shall be paid for the central government budget. With respect thereof the contractual fulfilment of the rights and obligations set in the present General Terms and Conditions shall be of capital importance with respect to the unperturbed and proper performance of the activities of NTPS, therefore the breach of the obligations set herein may cause such damages – either for NTPS or for any third parties, including the Hungarian state too – which is potentially able to reach the amount of the estimated revenue of NTPS' activity in the budget.

III . TOLL DECLARATION OPERATOR'S RIGHTS AND OBLIGATIONS

3.1. Toll Declaration Operator's obligation of performance of the service and liability for the quality

3.1.1. Toll Declaration Operator shall be obliged to provide the services permanently as of the successful activation of the Registration number at NTPS' webpage. Toll Declaration Operator shall be obliged to implement the necessary measures with due care during the performance in the interest of the assurance of the satisfactory quality of the Service in order to perform its activities as it is reasonable on behalf of Toll Declaration Operator under the circumstances. Within the frameworks thereof, Toll Declaration Operator shall be obliged to control persistently the system assuring the operation of the service, maintain, and in case of any eventual failure it repairs within the frameworks of the available technical possibilities.

3.1.2. Toll Declaration Operator shall not be liable neither for such damages which emerge from the deny or late delivery of any necessary inland or foreign magisterial mandate, power, vis maior or any other reason or fact occurring for a reason beyond its control, which is not attributable to Toll Declaration Operator nor for such damages which occur either for a reason which is attributable for Customer, or as result of the non-respect of any of the contractual stipulations of the general terms and conditions by Customer, or the late performance thereof.

3.1.3. Toll Declaration Operator shall not be liable for those damages which shall be borne by Customer as consequence of the withdrawal of Toll Declaration Operator's right to provide the services, or in case it is modified so that Toll Declaration Operator shall no longer be able to fulfil its obligations set in the present General Terms and Conditions thereafter. In this case the Service contract shall automatically be expired simultaneously at the moment of the withdrawal or such modification.

3.1.4. Toll Declaration Operator shall not be liable for the performance in conformity with the contract in case the services are used by Customer in violation of the instructions of the User's guide.

3.1.5. Toll Declaration Operator shall be obliged to provide for Customer free customer service support related to the availability of the services. Training, strategic planning, installation, reparation of Customer's hardware and software, maintenance, troubleshooting due to improper use, preparing Customer's vehicle for the reception of the services are not included. Toll Declaration Operator shall be entitled to claim fee if such services are needed.

3.1.6. Toll Declaration Operator shall be obliged to control and to process Customer's data according to the prevailing data protection regulations. Parties shall be obliged to keep confidential every data and other information became known by the other Party.

3.1.7. Toll Declaration Operator shall dispose of adequate liability insurance for an amount as required by NTPS. The requirements defined by NTPS towards the liability insurance are defined in GTC-TDO.

3.1.8. During the performance of the present General Terms and Condition, the official communication shall be maintained by the contacts registered at NTPS' official website (www.hu-go.hu), Toll Declaration Operator shall be obliged to send its statements in all cases to the addresses defined there. Unless otherwise prescribed by the present General Terms and Conditions or by the GTC-TDO, communications shall not be considered to be official communication, which are not expressly qualified to be effective by the prevailing regulations, so Customer shall not be entitled to base any right or claim thereon. In the course of the performance of the present General Terms and Conditions solely those statements shall be considered to have legal effect which are addressed to and made by the persons and to the contacts which are registered by Customer. Information communicated by Toll Declaration Operator's support shall not be effective until such communication is not communicated by Toll Declaration Operator to Customer pursuant to the provisions of the present General Terms and Conditions or the GTCTDO.

3.2. Toll Declaration Operator's responsibility

The provisions of the document to be found at NTPS' official website called General Terms and Conditions of Individual Agreements on Data Reporting by Toll Declaration Operators, and those of the present General Terms and Conditions shall prevail concerning the terms and conditions of Toll Declaration Operator's liability for damages arising out of the defaults of the services or those from the On-Board Unit. Toll Declaration Operator shall be liable towards Customer according to the provisions of the Civil Code of liability for damages (in particularly those of culpability) for the ability of proper operation of the On-Board Unit granted by it and for the Data Reporting. With respect to the possibility granted by section 6:152. §, and in accordance with the Civil Code, Parties hereby agree to exclude mutually the liability of their primary officers in case of any damages caused to the other Party in connection with this legal relationship.

With respect to the operation of the service by Toll Declaration Operator and to the On-Board Units used by Customer to have resort to the services, to the system of the service and the eventual fines, Toll Declaration Operator shall exclusively be liable towards Customer in case Toll Declaration Operator's culpability, the relation of cause and effect is to be established between the damage suffered by Customer and Toll Declaration Operator's conduct. Toll Declaration Operator hereby declares to be aware of the fact that the purpose of the services provided is to fulfil Customer's obligation of Toll Declaration. With respect to the system of the fines, and to the reasonable diligence of Customer in the course of the performance of the present General Terms and Conditions, Toll Declaration Operator's responsibility shall be restricted to the amount of the first of the fines imposed on the occasion of the same eventual failure.

3.3. Information

3.3.1. Toll Declaration Operator shall be obliged to cooperate with Customer in the course of the contractual relationship with the object of the service, in order where to it shall be obliged to inform Customer in the shortest time possible about the significant facts, circumstances and amendments.

3.3.2. At the termination and in the course of the performance of the contract, as well as on an ad hoc basis, Toll Declaration Operator shall be entitled to require information from Customer on experiences related to the service.

3.4. Skyguard support

3.4.1. In order to satisfy Customer's pretensions related to the service, as well as in order to the adequate information of Customer, providing information and to assure proper information and support, Toll Declaration Operator ensures personal (in business hours), and 24h telephone dispatcher services.

3.4.2. Toll Declaration Operator reserves the right to make recordings of the phone calls of the phone numbers publicly made known. The caller party shall be informed thereof in all cases before the recording in accordance with the provisions of the Privacy and Data Protection Policy (PDPP) Regulations. Should the caller not give its consent to the recording, the case shall solely be handled personally in accordance with the provisions of the Privacy and Data Protection Policy (PDPP) Regulations. Upon the caller's request, Toll Declaration Operator shall provide the recording at its disposal within the time of its storage. The recordings shall be stored for 3 months.

3.5. Protection of interests

Toll Declaration Operator ensures the most complex protection possible of Customer's interest according to the related and prevailing laws and regulations.

3.6. Toll Declaration Operator's further obligations

3.6.1. Toll Declaration Operator shall ensure for Customer the related information about the operation and usage of the On Board Unit granted to it to be permanently available at its website (www.eutdij.hu).

3.6.2. Toll Declaration Operator shall arrange for proper preparation of each employee, proxy, contractor and other performance assistances serving toll declaration operator's activity.

3.6.3. Toll Declaration Operator shall abstain from making statements towards Customer on behalf of NTPS which could be considered as commitment on behalf of NTPS.

3.6.4. Toll Declaration Operator shall be obliged to keep records of contracts and facts related to the performance of the services and which are substantial in respect of an eventual debate.

IV. Customer's rights and obligations

4.1. General obligations

4.1.1. Customer shall be obliged to ensure the availability of hardware ready for operation suggested by Toll Declaration Operator

4.1.2. Customer shall be obliged to apply the services for lawful purposes and in a lawful manner. It is strictly forbidden to use the services in relation with any business or personal confidence, criminal law, or any other manner susceptible thereto on the base of the prevailing Hungarian and international laws and regulations. Toll Declaration Operator excludes any possible related responsibility entirely even towards third persons with respect to the fact that it has no opportunity to supervise in any way the data traffic.

4.1.3. The burden of proof shall be shared between Customer and Toll Declaration Operator. Shall Customer suffer any damage, it shall be obliged to evidence its damage, its amount and the relation of cause and effect in connection with damages originating therefrom (in particularly that it has respected the governing rules and the On-Board Unit has been used according to User's guide and the present General Terms and Conditions), whereas Toll Declaration Operator shall be obliged to prove that its conduct has not been unlawful as well as reasonable and customary conduct under the given circumstances, or in case it is unlawful, it is not chargeable.

4.1.4. Toll Declaration Operator shall not be liable for any indirect damages.

4.1.5. Should Customer apply the services for more than one vehicle, and should the present General Terms and Conditions be breached in connection with any of its vehicles, Toll Declaration Operator shall be entitled to adopt the applicable sanctions with immediate effect in respect of each vehicle of Customer.

4.1.6. Customer shall be obliged to provide for the actual real ability to the use of Toll Road system prior to the usage of the Tolloed Road Sections according to government decree nr. 209/2013. (VI.18.), within the frameworks whereof Customer shall dispose of such functioning On-Board Unit using the data of the vehicle according to the actual Road usage, which corresponds to the stipulations of the contract concluded by and between Toll Declaration Operator, and does not figure on the list of OnBoard Units declared to be void; as well as which device has not been affected by such intervention which could result in jeopardizing or hindering the proper operation of Toll Collection or Toll Control, in the lack whereof Customer shall be obliged to purchase Route Ticket according to the actual and real Road usage.

4.1.7. Customer shall be obliged to provide for the permanent operational capacity of the On-Board Unit pursuant to stipulations set under clause 4.1.6. during the usage of Tolloed Road Sections according to government decree nr. 209/2013. (VI.18.), and for that the device shall operate on the basis of the substantial parameters with respect to the Toll Collection.

4.1.8. Prior to having started to use the Tolloed Road Sections according to government decree nr. 209/2013. (VI.18.), Customer shall be obliged

- a) transfer for Bound Toll Service Provider or its representative the data necessary to register the vehicle;
- b) provide for the installation of the appropriate On-Board Unit into the vehicle according to the terms of contract concluded by and between Bound Toll Service Provider and Customer;
- c) furnish information to the driver of the vehicle on rules of the handling and the usage of the On-Board Unit

4.2. Obligations related to the On-Board Unit; Customers liability for damages

4.2.1. The On-Board Unit and the software running thereon is created by such individual settings the usage rights whereof shall entitle Customer only for the purposes of the fulfilment of the obligations under the present General Terms and Conditions, and which usage rights shall entitle Customer to use the services provided within Toll Declaration Operator's network. In case of breach of the present obligation, Customer shall be obliged to reimburse the damage suffered by Toll Declaration Operator. The intellectual property rights of the On-Board Unit, and the software running thereon beyond the extent as set herein-above shall entitle exclusively Toll Declaration Operator, Customer shall not be entitled to use them for other purposes or in other way as set herein-above. The breach of the obligations set herein shall be considered as serious breach of contract and Customer shall bear all damages suffered by Toll Declaration Operator. The intellectual property rights of the software running on the On-Board Unit, those of the On-Board Unit and every individual solutions shall entitle Toll Declaration Operator, Customer hereby acknowledges therefore that it shall be obliged to exercise its rights granted by Toll Declaration Operator in favour of the usage of the system pursuant to the stipulations set herein. Customer hereby declares to be aware of the fact that as a consequence of the breach of the obligations set in the present clause, it may cause damages to Toll Declaration Operator of an amount, which could cause impossibility of performance of the division providing the services under the present General Terms and Conditions.

4.2.2. Toll Declaration Operator hereby undertakes a 12 months term warranty for the On-Board Unit granted for Customer which shall be reckoned as of its delivery. The warranty shall not prevail for the batteries. Claims shall be enforced during the warranty period in possession of the warranty card and the invoice issued by Toll Declaration Operator to evidence the existence of the valid warranty related to the affected device.

Unless otherwise stipulated a longer warranty period by the prevailing laws and regulations, the term of warranty shall be 3 months for the exchanged component to be reckoned as of its exchange without respect to the original term thereof. The stipulations set under Section 308. § Clause (3) of the Civil Code [Section 6:163. § Clause (5) in the new Civil Code] shall not be applicable in the course of the legal relationship governed by the present General Terms and Conditions. The warranty shall cover the On-Board Unit granted by Toll Declaration Operator to Customer under the present Terms and Conditions.

4.2.3. Shall Customer execute any kind of interventions to the On-Board Unit delivered by Toll Declaration Operator, or to the emplacement of the installed On-Board Unit (included but not limited to the influencing in any manner the ability of signalling of the device), and influences the quality of the service thereby, or causes damages in any manner for Toll Declaration Operator, Toll Declaration Operator shall be entitled to consider it as the breach of the service contract and shall be entitled to terminate the present contract with immediate effect and to claim damages from Customer. Any intervention related to the On-Board Unit made by Customer – without respect to its effect – shall result in the termination of Toll Declaration Operator's obligation of warranty and responsibility for the proper quality of the performance of the services.

4.2.4. Toll Declaration Operator shall not be liable for damages originating in Customer's action of attachment of supplementary devices without having Toll Declaration Operator informed thereof and without having Toll Declaration Operator's consent thereto, which deteriorates the quality of the Services or the network, and in which case Toll Declaration Operator shall be entitled to claim damages from Customer.

4.2.5. The failures or wastes, as well as the incapacitation of proper or operational use of the On-Board Unit emerging due to any cause falling within the sphere of interest of Customer or in case Customer shall be liable therefore, Toll Declaration Operator shall not be obliged to repair or exchange thereof. In such cases Toll Declaration Operator shall be entitled to claim damages from Customer.

4.2.6. Customer shall be obliged to treat the On-Board Unit according to the instructions set in the user's guide (enclosed hereto), and Toll Declaration Operator shall not be responsible for any eventual damages arising from the improper treatment. TOLL DECLARATION OPERATOR EXPRESSLY WARNS CUSTOMER THAT IN CASE THE DEVICE DETECTS ANY FAILURE OF THE COMMUNICATION (GPS, GPRS OR FAILURE OF THE DATA REPORTING), THE ON-BOARD UNITS EQUIPPED WITH STATUS INDICATOR GIVES SONIC AND/OR FLASHLIGHT NOTICE THEREOF IN A MANNER THAT SUCH NOTICES CAN ONLY BE TERMINATED BY SWITCHING OFF THE DEVICE OR THE REPARATION OF THE FAILURE. WITH RESPECT TO SUCH NOTICES CUSTOMER HEREBY EXPRESSLY ACKNOWLEDGES TO BE OBLIGED TO INTERMIT THE ROAD USAGE FORTHWITH EVEN IN CASE THE FAILURE HAS NOT YET BEEN RECOGNIZED AND THEREFORE NOT YET NOTIFIED BY TOLL DECLARATION OPERATOR ACCORDING TO THE PROVISIONS OF SECTION 4.6., AND THAT CUSTOMER SHALL BE OBLIGED TO PURCHASE ROUTE TICKETS IN ORDER TO HAVE THE ROAD USAGE RIGHT GRANTED. In these cases Customer shall be obliged to contact Toll Declaration Operator forthwith and to send the receipt of the Route Ticket to Toll Declaration Operator, and shall be entitled nevertheless to claim damages suffered according to provisions of the GTC-TDO. Customer shall be exclusively be responsible to have every persons entirely informed thereof, and to respect these rules, who shall drive the vehicles subject to the present provisions

4.2.7. The SIM card of the On-Board Unit remains the property of Toll Declaration Operator, and it shall exclusively be used in the device. Every damages and costs arising out of the breach of the obligation set in the present Section shall be borne by Customer. Customer shall be obliged to return the GSM SIM card to Toll Declaration Operator within 5 days to be reckoned as of the termination of the legal relationship governed by the present General Terms and Conditions. The fees, charges and any other costs emerging from the use of the GSM SIM card despite of the provisions set herein shall be borne by Customer.

4.2.8. In case Customer intends to install the fixed On-Board Unit granted by Toll Declaration Operator into another vehicle, Customer shall be obliged to order the reinstallation from Toll Declaration Operator. The fee of the removal and the reinstallation of the On-Board Unit shall be settled according to the pricing list to be found at Toll Declaration Operator's official website (www.utdijfizetes.hu). In case Customer removes itself the On-Board Unit, or makes it removed by any third Party, Toll Declaration Operator shall be exempt from the liability in relation of the contractual quality of the service with respect to the fact that solely Toll Declaration Operator disposes of the necessary special competence to execute such removal and installations in a professional manner.

4.2.9. Should the On-Board Unit get out of order – either during the term of the warranty or thereafter – Customer shall be obliged to get it repaired exclusively by Toll Declaration Operator. In case of breach of this obligation, Toll Declaration Operator shall be exempt from warranty and liability related to the proper operation of the On-Board Unit.

The reparations shall be executed at one of the service stations designated by Toll Declaration Operator. Should the reparation be executed at the place determined by Customer, Toll Declaration Operator shall be entitled to fee in order to cover its costs emerging from the travelling expenses. The fee of the travelling expenses shall be settled according to the pricing list to be found at Toll Declaration Operator's official website (www.utdijfizetes.hu). The fee of the travelling expenses shall be due even during the term of the warranty.

4.2.10. The fee of the reparations due to defaults emerging after the term of warranty or during the term of warranty but for reasons out of the sphere of the warranty made at one of the service stations designated by Toll Declaration Operator shall be settled according to the pricing list to be found at Toll Declaration Operator's official website (www.utdijfizetes.hu). The fee of the travelling expenses shall be paid in case Customer wishes to get the failure repaired at another place than any of the service stations designated by Toll Declaration Operator.

4.2.11. Customer shall settle its payment obligations due as set herein-above according to the invoice and within 8 days to be reckoned as of the issue of the invoice issued by Toll Declaration Operator.

4.2.12. Toll Declaration Operator shall be entitled to terminate with immediate effect – with respect to the provisions of the GTC-TDO – the legal relationship under the present General Terms and Conditions in case Customer's default in fulfilment of its payment obligation exceeds 30 days in case Customer fails to settle accounts despite of Toll Declaration Operator's warning to it and to the possible legal consequences.

4.2.13. Should Toll Declaration Operator send notice (alert, warning, error message – included the signals of the On-Board Unit too) to Customer that according to data available in Toll Declaration Operator's system the Customer's On-Board Unit does not operate, or does not operate properly, Customer shall be obliged to interrupt the Road Usage or shall be obliged to purchase Route Tickets in order to have the Road Usage Right granted until Customer is not notified by Toll Declaration Operator that the failure has been averted. Customer shall exclusively be liable for any legal consequences emerging following the notice from the non-payment of the Toll. Customer shall be obliged to contact Toll Declaration Operator forthwith in order to have the failure averted and if necessary, Customer shall be obliged to make available the affected On-Board Unit for Toll Declaration Operator in order to have it repaired in the shortest term possible. The obligation of making the installed On-Board Unit available is to be completed by making the vehicle available.

Customer hereby declares to be aware of the stipulations of the GTC-TDO on the claiming of the Route Tickets refund in case of used TOLLED Road Sections by purchasing Route Ticket, notably that in case the Customer purchases a Route Ticket due to an individual on-board unit error report from the Toll Declaration Operator and then the Operator makes Data Reporting based on data retrieved from the on-board unit regarding one or more Toll Road sections of an identical route (hereinafter: extra data reporting due to an on-board unit error), then, at the request of the Customer, NTPS will credit/return to the Customer's account

the Toll for the same sections paid by the Customer on the basis of the Data Reporting. A Route consisting of the Road Sections disclosed in reported data can be considered as identical route if within the validity period of the purchased Route Ticket Data Reporting was received for at least 75% of the toll Road Sections and it cannot be established on the basis of all the received Data Reporting or Skipping Reports that the vehicle used the route of the Route Ticket multiple times. In this case, the Customer may request the refund within 45 days to be reckoned as of the validity date of the Route Ticket from NTPS by disclosing the data of the motor vehicle and the number of the Route Tickets. As a lump-sum fee of the crediting, NTPS shall be entitled to be paid 20% of the amount added to the balance but at least HUF 3000; this fee shall be borne by the Customer.

4.3. Customer's other statements

4.3.1. Customer hereby declares to be entitled to enter into the Service Contract, and that there is no obstacles to its ability to contract.

4.3.2. Customer shall be obliged to disclose each valid data at the registration required therein in accordance with the provisions of the Privacy and Data Protection Policy (PDPP) Regulations. Customer hereby acknowledges that Toll Declaration Operator shall be obliged to provide the services on the base of these data.

4.3.3. Customer shall be obliged to report forthwith all changes in its Customer's data. Toll Declaration Operator shall not be liable neither for damages arising out of the failure of such report, nor for its defective or late performance, however with respect to Customer's breach of contract, Toll Declaration Operator shall be entitled to demand compensation of the damages suffered related thereto.

4.3.4. Should the vehicle subject to the service get out of order, get damaged, and the damage affects the On-Board Unit, Customer shall be obliged to report it to Toll Declaration Operator and to submit the On-Board Unit device at Toll Declaration Operator's disposal at the agreed place and time in order to have it inspected.

4.4. Amendments in Customer's person

Customer shall not be entitled to transfer its rights arising out of the service contract to any third persons without the prior written consent of Toll Declaration Operator.

4.5. Co-operation and information

4.5.1. During the contractual relationship based on the service, Customer and Toll Declaration Operator shall be obliged to cooperate. In favor thereof they shall be obliged to inform each other on the substantial facts, circumstances and changes related to the services.

4.5.2. Parties shall be obliged to disclose to each other every data all information which are necessary to provide the services according to the contract.

4.5.3. Customer shall be obliged to inform Toll Declaration Operator in case of any kind of any changes affecting Customer's person, legal status, management. Customer shall be liable in case of failure of this obligation.

4.5.4. In favor of prevention or mitigation of damages Customer hereby undertakes to inform Toll Declaration Operator forthwith in case Toll Declaration Operator's service is not properly provided according to the provisions of the GTC-TDO.

4.5.5. Customer hereby acknowledges that the services are based on the On-Board Unit, therefore it shall be obliged to submit the On-Board Unit at Toll Declaration Operator's disposal in order to have it inspected at Toll Declaration Operator's warning at Toll Declaration Operator's seat or at another place agreed with Customer. The non-performance of this obligation shall exclude Toll Declaration Operator's eventual responsibility in case of any eventual damage. The costs of the technical inspection shall be borne by Toll Declaration Operator, the costs of the installed or exchanged parts after the term of warranty shall be borne by Customer.

4.6. The possibility of notification of error report

4.6.1. Should an error emerge at a sole user of On-Board Unit, and should Toll Declaration Operator perceive it, it shall be obliged to notify it the contracted Toll Payer and/or Road User by means of e-mail, SMS and telephone. In such cases, the Road Usage shall be interrupted forthwith, and it shall not be continued until Toll Road Declaration Operator does not inform on the reparation of the error or in case of continuation of the usage of the road, Customer shall be obliged to purchase route tickets for the term of the error. Upon Customer's expressed written request, Toll Declaration Operator shall be entitled to refrain from sending the notifications by means of telephone and SMS due to an individual on-board unit error at Customer's own responsibility. Toll Declaration Operator informs Customer of the risks involved of the waiver of the notification, especially of the fact that fines to be imposed in case of the faulty On-Board Unit. In case Toll Declaration Operator refrains from sending the notifications upon Customer's request, the imposition of fines cannot be obstructed thereby, the fines or any other legal consequences arising out of the waiver of the notifications shall be borne by Customer.

4.6.2. Toll Declaration Operator shall be obliged to notify the Person to be notified of the resolved On-Board Unit error within 10 minutes of becoming aware of it, however, the Bound Toll Service Provider shall not be notified. Notice shall be sent by e-mail, SMS and telephone. The notice shall specify the time of the error resolution, a short description of the error and the registration number of the vehicle affected. The Toll Declaration Operator shall only be obliged to send a notice if based on the specific features of the On-Board Unit and the system the breakdown can undoubtedly or most probably be identified (for example in

case of a continuous On-Board Unit where no ignition is required for operation). Upon Customer's prior written request and at its risks the Toll Declaration Operator shall be entitled to refrain from sending the notices on errors affecting the On-Board Unit. As a condition precedent to this the Toll Declaration Operator shall notify Customer of the risks involved in not receiving the notice, including in particular of the possibility of being fined for the faulty On-Board Unit. In case Toll Declaration Operator refrains from sending the notifications upon Customer's request, the imposition of fines cannot be obstructed thereby, the fines or any other legal consequences arising out of the waiver of the notifications shall be borne by Customer.

4.6.3. The sample "Declaration of Waiver of notification" is published by Toll Declaration Operator, the liability of its acknowledgement and the submission of the request shall be borne by Customer. In order to waive notices Customer shall be obliged to submit this declaration properly filled and signed to Toll Declaration Operator – it shall be sent first by e-mail (ugyfelszolgalat@autosecurit.hu) or facsimile (+36 1 555 44 99) and then the original copy thereof by post (AUTO SECURIT Zrt., 1039 Szentendrei út 407). The requests are processed sequentially, which may last for a few days. The declaration is to be found here: <http://utdijfizetes.hu/dokumentumtar>.

4.7. Proceedings in case of imposition of fine

4.7.1. Should any fine be imposed for Customer, so shall Customer be obliged to examine it (e.g. on the base of the www.hugo.hu) whether the fine has been imposed due to a reason falling into its sphere of responsibility. Should Customer's examination not be efficient, or should Customer conclude that the fine has been imposed due to a reason which shall be actionable to Toll Declaration Operator, Customer shall be obliged to forward to Toll Declaration Operator the decision stating the fine. Should Customer conclude as result of its examination that the fine has been imposed due to a reason emerging within Customer's sphere of interest (i.e. in case of a missed action after a Fine alert), Customer shall refrain from sending the decision to Toll Declaration Operator.

4.7.2. Customer shall be obliged to co-operate with Toll Declaration Operator in favor of the examination of the legality of the fine and the fulfilment of the obligation of mitigation the damage, within the frameworks whereof Customer shall be obliged to send the decision on the fine to Toll Declaration Operator within 3 days to be reckoned as of its receipt. Should Customer fail for any reason to fulfil its obligations set herein, Toll Declaration Operator's eventual responsibility related to fines imposed on the same legal ground shall be restricted to the amount of the first fine.

4.7.3. Should the vehicle affected by the fine be required to be examined, Customer shall be obliged to submit the On-Board Unit submit to Toll Declaration Operator' disposal (or the vehicle at a place defined by Toll Declaration Operator) in case the failure cannot be repaired by means of software access. Should Customer submit the vehicle at a place different from the place defined by Toll Declaration Operator, it shall be obliged to pay the travelling expenses for Toll Declaration Operator as set under Clause

V. Intermittence and suspension of the services

5.1. Events beyond control and falling out of the sphere of interest of the affected Party shall be considered to be vis maior. Parties shall not be responsible for the non-, defective or late fulfilment of their contractual obligation in case the reason thereof is vis maior. In case of emerging any vis maior, the Party affected thereby shall be obliged to inform the other Party forthwith in written of the fact of the default, the expected term and the consequences thereof.

5.2. The effect of the contract shall be intermitted during the term of the vis maior in case it performance is not possible because of the vis maior.

5.3. Termination of the contract entered into by and between Toll Declaration Operator and Contracted Toll Payer, the suspension of the service, and the termination of Toll Declaration Operator's legal relationship related to Data Reporting

5.3.1. Toll Declaration Operator shall be entitled to suspend the services or to terminate the present contract with Customer especially but not limited in case Customer belated fulfilment any of its payment obligations towards Toll Declaration Operator exceeds 30 days or the individual contract entered into by and between NTPS and Customer terminates for any reason.

5.3.2. The service shall be intermitted in case NTPS intermits Toll Declaration Operator's activity or the performance of the contract concluded with Toll Declaration Operator as well as in case the On-Board Unit granted by Toll Declaration Operator is intermitted or disabled by NTPS. The term of the intermittence shall correspond to the term of intermittence applied towards Toll Declaration Operator.

5.3.3. In case of intermittence as well of the restart of the services the provisions set in the GTC-TDO related to such proceedings shall prevail.

VI. Termination of the service contract

6.1. The Service Contract shall be terminated in case the Parties agree accordingly.

6.2. The Service Contract shall be terminated with immediate effect – according to the provisions set in GTC-TDO – upon Toll Declaration Operator in case Customer executes any kind of interventions to the On-Board Unit which influence in any way the Service or its quality and Customer does not terminate such activity upon Toll Declaration Operator's written warning.

6.3. The day of the termination of the Service Contract on the base of the provisions set under Clause 6.2. is the one following the day which has been defined in the warning in case the warning was fruitless.

6.4. Customer's payment obligations under the Service Contract shall become due simultaneously to the termination of the contract based on Customer's breach of contract.

6.5. Customer shall be entitled to terminate the Service Contract in writing. The day of the termination of the Service Contract is the day when Toll Declaration Operator receipts the written notice thereof. In this case Customer shall be obliged to settle forthwith all accounts due in the moment of the termination on the understanding that at the moment of the termination Customer's all payment obligation under the contract becomes due.

6.6. The Service Contract terminates in case the Individual Agreement entered into by and between Toll Declaration Operator and NTPS terminates for any reason and in case Toll Declaration Operator's authorization becomes withdrawn or modified so that it results the impossibility of the performance of the Service Contract and therefore the services too. The day of the termination of the Service Contract shall be the same as the day of termination of the contract between NTPS and Toll Declaration Operator, or the day of withdrawal of modification of Toll Declaration Operator's authorization.

6.7. Should Customer miss to use the services for at least five (5) months, is shall result in the termination of the Service Contract in case the following conditions subsist. Should Customer not use the services during five (5) months, Toll Declaration Operator notices Customer that in case Customer does not use the services during the forthcoming month, the Service Contract terminates. Should Customer not use the Services during the forthcoming one (1) month despite the warning, the Service Contract terminates. In this case, after having the six (6) months passed – Toll Declaration Operator shall be obliged proceed to terminate the services according the provisions of termination of the Service Contract.

6.8. Toll Declaration Operator shall be entitled to terminate the contract by written notice towards Customer in case of Customer's breach of contract. The termination shall be justified. Toll Declaration Operator shall be obliged to warn Customer to terminate the breach of contract 15 days prior to the termination. Should the warning remain fruitless, the contract might be terminated by immediate effect after having the 15 days passed.

6.9. Toll Declaration Operator shall be entitled to terminate the contract with immediate effect in case it perceives any sign of breach of prohibition set in the present General Terms and Condition.

6.10. The termination of the contract shall not exempt of the fulfilment of obligations emerged until the day of termination (e.g. payment obligations).

6.11. Shall Customer cause any damage to Toll Declaration Operator, it shall be considered as serious breach of contract, and Toll Declaration Operator shall be entitled to terminate the legal relationship with immediate effect under the present General Terms and Conditions and to foreclose Customer from all services provided by Toll Declaration Operator.

6.12. Toll Declaration Operator shall be obliged to proceed according to the provisions set in GTC-TDO in any case of the termination of the contract.

6.13. Shall Toll Declaration Operator terminate the legal relationship with immediate effect under the present General Terms and Conditions pursuant to the Clauses 4.2.1., 4.2.3., 4.2.7. or 6.2., Customer shall be obliged to pay penalty of an amount equal to the listed price of the devices which shall be reduced with the amount paid for it (the price list is to be found at Toll Declaration Operator's official website www.utdijfizetes.hu) within 5 days to be reckoned as of the termination of the legal relationship. The provisions set herein shall prevail accordingly in case of damages caused to Toll Declaration Operator by Customer on condition that the penalty shall be paid within 5 days to be reckoned as of the malicious usage.

VII. Confidentiality

7.1. All business information and every other data received by one of the parties from the other in the course of the legal relationship governed by the present General Terms and Conditions, as well as those which are disclosed by them or by any third parties on behalf of the Parties according to the present General Terms and Conditions or the Service Contract between the parties, or those which have become known by the Parties in the course of the performance and which are not public, or which are not to be published according to the prevailing law, Parties shall be obliged to treat as confidential, and shall be obliged to take all reasonable measures to retain them confidential.

7.2. The data received by the Parties in the course of the legal relationship governed by the present General Terms and Conditions shall exclusively be used to fulfil the obligations set herein or with the purposes related to the fulfilment thereof in accordance with the provisions of the Privacy and Data Protection Policy (PDPP) Regulations.

7.3. Confidentiality shall not be considered to be breached in the following cases in accordance with the provisions of the Privacy and Data Protection Policy (PDPP) Regulations:

- a) the recipient of the confidential information forwards it to (contractual) performance assistant according to the provisions set in the present General Terms and Conditions in case the recipient provided for the same obligation of confidentiality of these persons
- b) the recipient is obliged by any decision of any authority, court, or any disposition thereof or any law or regulation to forward the confidential information on condition that the recipient has – according to its legal possibilities – informed the other Party of this obligation forthwith.

7.4 The obligations related to confidentiality shall remain valid and in effect even after the termination of the present General Terms and Conditions.

7.5 Parties shall be obliged to restrain from any activity which could cause damage to the reputation either of the other Party or that of the NTPS.

VIII. Miscellaneous and closing provisions

8.1. Toll Declaration Operator and Customer shall be obliged to endeavor the peaceful settlement of any disputes emerging in the course of their legal relationship under the present General Terms and Conditions, with common respect to each other's interests and without legal proceedings.

8.2. Toll Declaration Operator and Customer hereby irrevocably submit to the exclusive jurisdiction of the Courts of Hungary, according to the seat of Toll Declaration Operator over any claim, dispute or difference arising under or in connection with the present General Terms and Conditions.

8.3. The contracts entered into by and between Toll Declaration Operator and Customer shall be governed by, construed and take effect in accordance with the present General Terms and Conditions and PDPP the General Terms and Conditions applied by NTPS related to the payments of Toll, and the prevailing laws and regulations of the Republic of Hungary shall prevail.

8.4. Any modification to the present General Terms and Conditions shall be made in writing.

8.5. Customer shall be obliged to report any failure of the service 24/7, every day of the week, and 0-24 h at the phone number +36 30 933 34 46

Toll Declaration Operator grants the so called support (+36 1 555 44 00) on working days from 8:30 a.m. until 17:30 p.m., within the frameworks whereof Customer has the possibility to report all technical, or other problems related to the system.

Customer shall be obliged to send in writing too its failure reports in writing too by facsimile +36 1 555 44 99. The reports – its time and speech too – done by phone are recorded.

8.6. Customer shall be obliged to disclose data related to all circumstances of the reported failure at the reporting in accordance with the provisions of the Privacy and Data Protection Policy (PDPP) Regulations, as well as the personal data of the person submitting the report, the name of the company (if existing), data of the nature and description of the alleged error, the identifications of the affected services. Failing to disclose the data set herein, the report shall not be considered to be submitted.

8.7. Toll Declaration Operator reserves the right to modify the working hours of the Skyguard support.

8.8. Should any consignment not be received by Customer for any reason within five (5) days to be reckoned as of its postal dispatch, it shall be considered to be received on the 6. Day.

8.9. The present General Terms and Conditions are made in Hungarian, therefore the language of the Service Contract is Hungarian. The foreign texts are the translations thereof, however the content of the different copies are identical. Should any dispute emerge, the Hungarian version shall prevail.

8.10. In the course of the performance of the Service Contract, the language of the communication and any information shall be Hungarian. Should Customer require, Toll Declaration Operator sends the notifications and informations in English, German or Romanian on condition that in case of notifications the SMS and phone call notifications are to be performed only in the chosen language, but should any dispute emerge between the content of the different languages, the notification sent by e-mail in Hungarian version shall prevail.

IX. Security

9.1. Customer hereby acknowledges to be bound by the security provisions set herein.

9.2. It is strictly prohibited to access any computer of Toll Declaration Operator's system, network, or acquaint any right of any user ("cracking"). This prohibition shall cover especially but not limited to the access to the illegal access to any data, or using any user's right or the use of any computer, which is not expressly granted, and to the probing of the eventual security vulnerability of the on-line fleet service ("probing").

9.3. It is strictly forbidden to use software to demolish the security, or software to explore the security vulnerability, such as e.g. programs to decode passwords or network probing devices.

9.4. It is strictly forbidden to attempt to disorder other users, computers or networks in the use, or in the provision of the services (DoS – Denial of Service – attacks). Including especially but not limited to network flooding (“flooding”), attempt to overburden a network or service or crashing a computer (“crash”).

9.5. Users violating the system or the security of the services shall envisage civil and penal responsibility. It is also strictly forbidden to access (or to attempt access) Toll Declaration Operator’s infrastructure and civil network too.

9.6. Not authorized access (or to attempt access) to any information designated to third person.

9.7. Toll Declaration Operator’s on-line fleet services are based on divided means. The unreasonable use (undue use) of these means, or the abuse thereof even on behalf of Customer may result for other users negative consequences. Such abuses shall result in the suspension of the service or its termination, and shall imply obligation of compensation of damages according to the provisions set in the present General Terms and Conditions.

X. Procedure of the registration

Contracted Toll Payer’s login and registration of further vehicles to Contracted Toll Payer

Contracted Toll Payer (either by means of Road User, who shall initiate on behalf and in the name of Contracted Toll Payer the login to the system) shall log in to the system (and becomes to be Customer), and may register further vehicles as follows.

10.1. Contracted Toll Payer may acquire the On-Board Unit by the following 2 ways:

- a) Former or future customer of Toll Declaration Operator, for other services, initiating to conclude a service contract and the installation of the On-Board Unit, or
- b) purchasing the On-Board Unit to be purchased mainly with the purpose of Data Reporting in retail sale, registered formerly by Toll Declaration Operator, which is to be installed by Contracted Toll Payer itself.

The purchase and the installation of the On-Board Unit is the very first step and the precondition of the further steps of the registration.

10.2. Registration at Bound Toll Service Provider (After having successfully accomplished the preconditions set under Clause 10.1.)

Contracted Toll Payer and/or Road User shall register at Bound Toll Service Provider (e.g. by means of its website created for these purposes) in order to accomplish the registration in the Toll Road System (“ET System” or “E-toll system”). The precondition of the successful registration is the accomplishment of the following obligations set under Clauses 10.3. and 10.4.

10.3. Contact with Toll Declaration Operator and its response

After the initiation of the registration Bound Toll Service Provider shall inform Toll Declaration Operator by forwarding at least partially the data about the fact of the registration and shall query the Toll Declaration Operator namely whether it undertakes to fulfil the Data Reporting tasks on behalf and in the name of Contracted Toll Payer and/or Road User. Toll Declaration Operator shall respond in real time within 5 seconds, which response shall include whether the query was successful or not, and in case of unsuccessful query the causes thereof. The confirmation shall be successful with regard to three contents:

- a) the data received with the query shall be proper and Toll Declaration Operator is able to register them forthwith,
- b) the On-Board Unit is a device treated within the frameworks of Toll Declaration Operator’s services
- c) Toll Declaration Operator is able to perform forthwith the activities of toll declaration operators’

Toll Declaration Operator reserves the right to qualify a registration unsuccessful in case Customer is exceeding 30 days in default towards Toll Declaration Operator with the fulfilment of its payment obligations.

10.4. Information of Contracted Toll Payer and/or Road user about the completion of the registration

The registration shall be accomplished in case the proceedings detailed under Clauses 10.3. and 10.4. are completed successfully. The registration shall be completed in one proceeding and is completed when the Data Reporting is to be started by means of Toll Declaration Operator (the other circumstances of the payment of the Toll are not to be examined in the course of the registration – e.g. payment methods).

XI. Modification and deletion of registered data

11.1. Modification of registered data

Shall Contracted Toll Payer and/or Road User want to modify the data registered in the course of the registration, the following process is to be accomplished:

11.1.1. Contracted Toll Payer and/or Road User shall initiate the modification of the registration at Bound Toll Service Provider (e.g. by means of its website created for these purposes) in order to amend the data registered in the E-toll System. The precondition of the accomplishment of the modification is the completion of the provisions set under Clauses 11.1.2. and 11.1.3.

11.1.2. Contacting Toll Declaration Operator and its response:

After the initiation of the modification of the registration by Contracted Toll Payer and/or Road User, Bound Toll Service Provider shall inform Toll Declaration Operator by forwarding at least partially the data about the fact of the modification and shall simultaneously query the Toll Declaration Operator namely whether it undertakes to fulfil the Data Reporting tasks on behalf and in the name of Contracted Toll Payer and/or Road User on the base of the amended data. Toll Declaration Operator shall respond in real time within 5 seconds, which response shall include whether the query was successful or not, and in case of unsuccessful query the causes thereof. The confirmation shall be successful with regard to three contents:

- a) the data received with the query shall be proper and Toll Declaration Operator is able to register them forthwith,
- b) the On-Board Unit is a device treated within the frameworks of Toll Declaration Operator's services
- c) Toll Declaration Operator is able to perform forthwith the activities of toll declaration operators'

11.1.3. Information of Contracted Toll Payer and/or Road user about the completion of the registration

The registration shall be accomplished in case the proceedings detailed under Clauses 11.1.1. and 11.1.2. are completed successfully. The registration shall be completed in one proceeding and is completed when the Data Reporting is to be started by means of Toll Declaration Operator (the other circumstances of the payment of the Toll are not to be examined in the course of the registration – e.g. payment methods).

11.2. Deletion of the registered data

Should Contracted Toll Payer and/or Road User use no longer Toll Declaration Operator's services, it shall delete the data registered in Bound Toll Service Provider's system.

11.2.1. Contracted Toll Payer and/or Road User shall initiate the deletion of the registration at Bound Toll Service Provider (e.g. by means of its website created for these purposes) in order to delete the data registered in the E-toll System.

11.2.2. Contacting Toll Declaration Operator and its response:

After the initiation of the deletion of the registration by Contracted Toll Payer and/or Road User, Bound Toll Service Provider shall inform Toll Declaration Operator about the fact of the deletion. Toll Declaration Operator shall respond in real time within 5 seconds, which response shall include whether the query was successful or not, and in case of unsuccessful query the causes thereof

11.2.3. Information of Contracted Toll Payer and/or Road user about the completion of the registration

The deletion shall be accomplished in case the proceedings detailed under Clauses 11.2.1. and 11.2.2. are completed successfully. Should the data be deleted, Toll Declaration Operator shall be exempted from its obligations of Data Reporting related to the affected On-Board Unit until it is not registered successfully again.

11.2.4. Shall a new On-Board Unit be installed in the place of the formerly registered one in any vehicle, the new On-Board Unit shall be registered simultaneously to the deletion of the former registration. A new registration PIN code is to be sent to Customer in order to register the new On-Board Unit. Until the successful registration of the new On-Board Unit, Customer shall be obliged to purchase Route Ticket in order to fulfil its Toll payment obligation.

11.2.5. After having removed the On-Board Unit, the deletion of the On-Board Unit shall be done within two (2) days to be reckoned as of its removal.

11.2.6. Should any On-Board Unit be replaced into another vehicle, the registration of the vehicle affected by the removal shall be deleted – within the term set under Clause 11.2.4. – and the registration of the On-Board Unit with respect to the vehicle affected by the installation shall be accomplished.

11.2.7. The time of the deletion of the registration as well as the time of termination of the legal relationship under the present General Terms and Conditions shall be defined by Customer with special attention to the fact that after having deleted any registration, and the termination of any legal relationship, Customer shall not be able to fulfil its Toll Payment Obligation by the services provided by Toll Declaration Operator. The day of the termination shall be the day defined by Customer, in the lack whereof it shall be the day when the declaration of termination is received by Toll Declaration Operator.

11.2.8. Should any vehicle subject to Toll being transported by another vehicle and the Customer provides for that the On-Board Unit do not function, it shall be exempt from the obligation of Toll Payment obligation. Customer shall be liable to provide for that the On-Board Unit do not function when the vehicle is being transported.

11.2.9. NTPS shall be obliged to inform the Person to be notified about the successful completion of the registration as well as the deletion of the registration, whereas in case of modification of registration, NTPS shall be obliged to inform the new and the former Person to be notified about the successful completion of registration by e-mail.

XII. REGISTRATION NUMBER

By using the following registration number and PIN code to register, Customer hereby expressly undertakes to be bound by the provisions set forth in the present Regulation in accordance with the provisions of the Privacy and Data Protection Policy (PDPP) Regulations.

IN CASE YOU DO NOT ENTIRELY ACCEPT THE PROVISIONS OF THE PRESENT REGULATION, PLEASE DO NOT REGISTER!

Registration: www.hu-go.hu

WARNING

The last 5 digits of the registration number shall be the same as the identification nr. marked on the back of the device.

The registration codes are not interchangeable.