

END-USER LICENSE AGREEMENT

HU-GO mobile

Android version

You will acquire a license and not ownership with regard to the Product made available within the scope of the Service, in accordance with the terms and conditions of this End-User License Agreement (hereinafter referred to as Contract). By downloading, installing and using the Software constituting the Product (hereinafter referred to as Software) You as a User shall accept and be bound by the following:

a. Contracting Parties: By downloading and using the Software You as an end-user accept that this End-User License Agreement is made between You and Service Provider and not between You and Google. Any liability relating to the Software shall explicitly lie with Service Provider and not Google.

Details of Service Provider: Name: Nemzeti Mobilfizetési Zrt.; registered office:1027 Budapest, Kapás u. 6-12.

b. Scope of license: Under the Contract You as a User shall receive a license for using the Software as a Product for your own purpose on any device owned or used by you operating with an Android operating system, in accordance with the General Terms and Conditions of Google Play (hereinafter referred to as Terms) and the currently valid Google Play Business and Program Policies, which license is non-exclusive, non-transferable, limited in time and is without any territorial limitations. Within the scope of this You shall be entitled to install the Software, and use it for your own purpose during the validity of the license.

Under the license the Software may not be installed on a device not owned or used by You, nor can it be made available in a network which would enable its simultaneous use by several devices.

The license affects the scope required for the proper use of the application (including, in particular, the replication inevitable during the installation and display); the license, in particular, does not cover the distribution and revision of the application and the replication of copies thereof on a tangible article, its lending and leasing. You only acquire rights for the applications explicitly provided in the Contract; any other right shall be expressly reserved by the Service Provider.

You may not lend, lease, sell, distribute or sub-licence the Software. You may not copy (apart from the cases explicitly permitted in this Contract), decrypt or revise the Software or to recover the source code in any way.

The terms and conditions of this Contract shall apply to any upgrade of the Software, to the issue of new versions, as well as to any add-ons, except if separate license terms are issued for the specific upgrade.

c. The Service made available via the Software: The primary objective of the Software is to make the service provided by National Toll Payment Services PLC, a bound toll service provider (hereinafter referred to as "Toll Service Provider"), enabling the purchase of a route ticket (hereinafter referred to as Toll Service) available for You, as a Customer.

If in the course of using the Software you purchase a route ticket from the Toll Service Provider, you enter into a client relationship of individual nature with the Toll Service Provider.

Furthermore, by using the Software, you can log in to your client account held in the IT system (Toll system) operated in order to provide Toll Service by the Toll Service Provider based on the legal relationship between you and the Toll Service Provider, you can modify the content of the Vehicle Data Sheet, you can check the balances of your accounts and you can buy route tickets by your account or using your credit cards. The Software however provides only an interface to access the Toll system; the Service Provider does not know or process the User's data.

The general terms and conditions relating to the individual agreements of National Toll Payment Services PLC to be entered into for the use of the travelled distance based electronic toll service system (hereinafter referred to as General Terms and Conditions of the Toll Service) shall apply to the conditions of the exercising of the road usage right embodied by the route ticket and generally to the use of the Toll system and the Toll Service.

Payment transactions made with the Software are carried out by using the mobile payment services of the national mobile payment system operated by the Service Provider in compliance with the Business Terms of the Service Provider on clients.

You may not resell the Toll Service in an unchanged or changed format or content. Furthermore, You may not use the Toll Service in such a manner that violates the rights of any third party or the applicable law.

If, within the scope of using the Software, certain contents or services of the Toll Service Provider or other service providers become available, the rules set by the concerned service providers shall apply to these contents and services. You accept that Service Provider shall not be liable for such contents, the accuracy, timeliness, completeness, validity, and legality thereof, their compliance with the provisions of law relating to intellectual property, or the quality of such contents, as well as any damages possibly caused by such services.

The Service is expressly provided in Hungary. Service Provider shall refuse to accept responsibility for making the Service available in other countries.

It is entirely your decision whether You use the Software or the Toll Service. In the course of using the Toll Service You must observe the applicable law, the General Terms and Conditions of the Toll Service and the other contractual provisions.

d. Maintenance and support: With regard to the Software, Service Provider shall not provide any maintenance or support on the basis of this Contract.

The provisions of the General Terms and Conditions of the Toll Service shall apply to the Customer Service and the administration possibilities relating to the Toll Service. Service Provider and Google shall not have any obligation or liability with regard to customer service.

e. Intellectual property: You accept that the Software contains protected intellectual properties, and You may not use or apply such intellectual properties beyond the scope of rights expressly provided in this Contract.

All contents appearing in the Software and on the interface thereof (including, inter alia, all the photos, graphics and other materials available in the Software, the arrangement and editing of the interface of the Software, the used software and other solutions, ideas and implementations) constitute the intellectual property of Service Provider, and may not be used or exploited in any form other than displaying it in connection with the proper use of the Software, or temporarily replicating it and making private copies of it for that purpose, without the prior written consent of Service Provider.

Furthermore, the Contract does not create any right for You to use or exploit the commercial name or brand name of Service Provider in any form.

Should any third party make a claim with regard to the fact that the Software or the possession or use thereof violates the rights of such third party to the intellectual property, Service Provider and not Google shall be liable for examining such claims and satisfying them in the event they are grounded.

f. Measures to prevent injurious use: The Software includes such technical solutions that serve to prevent the use thereof without a license or exceeding the scope of the license. Within the scope of such measures certain data not qualified as personal details may be sent to the Service Provider. Circumventing such measures or modifying the Software for such a purpose will have criminal and civil legal consequences.

g. Consent to the use of data: You grant your consent to the Service Provider to collect certain technical and related data, including technical parameters concerning your device, the data of the run operating system and applications as well as the related peripheries, and the data made available for the Service Provider in connection with the creation of software upgrades. Service Provider shall be entitled to use such data for the development of its products and services as long as such data do not identify You.

h. Effect and termination: The Contract shall remain in force until it is terminated by You or Service Provider. Furthermore, the Contract and the license provided thereby shall cease to exist automatically, without a separate legal declaration if You fail to observe the other applicable terms and conditions of the Contract and the license. You must discontinue using the Software and remove every single copy or any part thereof stored by You when the license is terminated.

Service Provider shall reserve the right to decide on the termination of the Software, to discontinue the distribution or provision thereof, or to limit the provision of the Service by taking into consideration the provisions of the applicable law and rules, without notifying the users. In such a case Service Provider shall not be liable if it acts in accordance with the applicable law and rules.

The General Terms and Conditions of the Toll Service shall apply to the effect and termination of the contract regarding the Toll Service used with the help of the Software.

i. Liability: By using the Software You acknowledge that – with regard to the fact that the Software is made available free of charge – the Software is provided “as is” and “as available”, thus You may only use it at your own risk.

Service Provider shall only be liable for such breach of contract that is caused wilfully, with gross negligence or by a criminal act and damages life, corporal integrity and health, and shall not be liable for any damages suffered in connection with the use of the Software. Thus, Service Provider, to the extent permitted by the applicable law, shall not be liable for any loss of revenue or profit, any failed sales opportunity, data loss, fall in turnover, or any special, direct or indirect damage, irrespective of the manner the damage was caused, even in the case where Service Provider was informed about the probability of occurrence of such damage previously. Furthermore, Service Provider shall not be liable for any damages that occurred as a result of the proper or improper use of the Software or a Force Majeure event. The holder shall not be liable for the termination of your access to the Service or for the resulting damages.

Service Provider does not warrant that (a) the Software will fully satisfy your special requirements or is compatible with your other software, (b) the Software will operate securely without interruptions and errors, (c) the data produced as a result of the use of the Software are reliable and always precise, (d) any other service provided by the Software or Service Provider in connection therewith meets the expectations of the users, (e) the errors occurring in the Software will be fixed immediately. None of the oral or written information provided by the Service Provider or the representative thereof shall create a liability differing from or exceeding this on the side of Service Provider.

Service Provider shall not be liable for any damages occurring as a result of the following: (a) the proper or improper use of the Software, (b) unauthorized access to your data, or the unauthorized modification thereof, (c) the impact of a third party on the Software, or (d) any other behaviour or event causing damage.

The above-mentioned provisions shall not apply to the liability of Service Provider relating to the Toll Service made available with the use of the Software, to which the applicable law regarding the Toll Service and the provisions of the General Terms and Condition shall apply.

Service Provider shall be solely liable for any claims arising in connection with the Product or Software (claim for damages, claim for indemnification, refund of costs); by downloading and using the Software You as a user accept that in this scope Google - to the extent permitted by the applicable law – shall not be liable or bound in any way. In case of any warranty or guarantee claim relating to the Software You as a user must notify Google in accordance with the Terms.

Similarly, Service Provider and not Google shall be liable for any demands made by an end-user or any third party in connection with the Software or the possession or use thereof, including (i) product liability claims, (ii) non-compliance with the applicable law, and (iii) consumer protection claims or claims of similar subject.

j. Modifications of the licensing terms: Service Provider reserves the right to revise and modify the licensing terms regarding the Software regularly. Service Provider shall inform You about the modification of the licensing terms on the Software interface, when the Software is used by You the next time. With the subsequent use of the Software You accept the modification of the Contract.

k. Severance. In the event one or more provisions of the Contract shall be deemed invalid for any reason, such invalidity does not affect the other provisions of the Contract, and Parties shall replace the invalid provision with a valid and legitimate provision that best reflects the original intention of the Parties.

l. Applicable law: The provisions of the Hungarian law shall apply to the Software. With regard to the fact that the Software is available on an international level, You declare that in the course of using the Software You act by taking into consideration the provisions of the relevant national laws. In the event any activity connected to the use of the Software is not permitted by the law of your state, You shall solely be liable for the use.

m. The language of the Contract. The Contract is concluded in the Hungarian language. You acknowledge that in the event Service Provider has had the Hungarian version of the Contract translated into other languages, it was only done for the convenience of the users, and the Hungarian version shall apply to the legal relationship between You and Service Provider. Should there be a contradiction between the Hungarian and any foreign versions of the Contract, the Hungarian version shall apply.