
General Terms and Conditions

for specific contracts concluded for the use of the distance-based electronic toll service system

The consolidated amendment shall enter into effect on: 1 January 2024

Approved by Decision filed under no.
KÖFÁT/13515-1/2023/HFMM of the Minister of Construction and Transport.

**National Toll Payment Services Private Limited Company (Nemzeti Útdíjfizetési Szolgáltató
Zártkörűen Működő Részvénytársaság)**

Short name: NTPS Plc.

Registered office: H-1134 Budapest, Váci út 45/B

Registered with the Company Registry Court of Budapest-Capital Regional Court

Company registration number: 01-10-043108,

Tax number: 12147715-2-44

Website: www.hu-go.hu

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These GTC are comprised of unnumbered sub-titles, each sub-title containing numbered sections.

Abbreviations and names of key legal regulations

“Toll Act”: Act LXVII of 2013 on Distance-based Tolls Payable for the Use of Motorways, Speedways and Main Roads

“Implementing Decree”: Decree 209/2013 (VI. 18.) Korm. of the Government on the implementation of Act LXVII of 2013 on Distance-based Tolls Payable for the Use of Motorways, Speedways and Main Roads

Toll Decree: Decree 25/2013 (V. 31.) NFM of the Minister of National Development on the amount of the toll and toll roads

Toll Fine Decree1: Decree 410/2007. (XII. 29.) Korm. of the Government on traffic offences subject to an administrative fine, the amount of fines that may be imposed for offences, the rules governing the use of such amounts and the conditions of participating in control activities

Toll Fine Decree2: Decree 156/2009 (VII. 29.) Korm. of the Government on the fines to be levied in case of the breach of certain provisions related to public road goods and passenger transport, public road traffic and the administrative tasks related to the levying of fines

“**LBA – Low Current Account Balance Alert**”: a service provided by NTPS Plc. to a contracted toll payer to provide information about the low PrP current account balance;

“**ad-hoc route ticket**”: a term as defined in Section 2(30) of the Toll Act;

“**toll declaration**”: a term as defined in Section 2(1) of the Toll Act;

“**toll declaration operator**”: a term as defined in Section 2(2) of the Toll Act;

“**GTCTDO**”: General Terms and Conditions of specific contracts on the reporting of data by Toll Declaration Operators;

“**supporting toll enforcement agency**”: the organisation designated in the Implementing Decree to perform tasks in support of enforcement; NTPS Plc.;

“**toll enforcement agency**”: the agency in charge of enforcement tasks as set forth in the Toll Act or in other laws and regulations;

“**person liable to toll payment**”: a term as defined in Section 2(19) of the Toll Act;

“**unique road use identifier**”: the identifier generated in the toll system by NTPS Plc. upon purchase of an ad-hoc route ticket, based on which the road use authorisation, toll declaration and toll payment obligation of a given tolled motor vehicle can be determined;

“**top-up**”: payment by a contracted toll payer into the PrP current account;

“**bound service provider**”: the organisation responsible for providing toll services as set forth in the Implementing Decree; NTPS Plc.;

“**PrP current account**”: a limited-purpose account created based on the PrP contract concluded between the contracted toll payer and NTPS, used for storing the contracted toll payer’s balance. A PrP contract is associated with a customer registration ID. A PrP contract may be linked to multiple PrP current accounts, whose balance can be topped up by the contracted toll payer by means of a payment by bank card via the Internet (VPOS) or by bank transfer. An identification number is used to identify the PrP current account, which can be accessed by the contracted toll payer on the Internet Portal. (Where the term “individual road

use current account” is used in these GTC, it shall be understood as an “individual road use current account” as defined in the GTC in force until 31 December 2023.)

“**PrP contract**”: (Contract for prepayment in connection with a PrP current account): A contract concluded between NTPS as a bound service provider and the contracted toll payer for the purchase of road use authorisation on a prepaid basis; (Where the term “contract concluded against a current account” is used in these GTC, it shall be understood as a “contract concluded in connection with an individual road use current account” as defined in Sub-title 3 of the GTC in force until 31 December 2023.)

“**RIOBU - invalidated on-board unit registry**”: a registry of on-board units that have been declared invalid by NTPS Plc. as per the Implementing Decree. Information stored in the registry include device IDs, the registration number of the vehicle in question along with its registered data, as well as the reason and date of invalidation.

“**on-board unit**”: a term as defined in Section 2(8) of the Toll Act;

“**balance**”: a term as defined in Section 2(32) of the Toll Act; the balance is shown in the PrP current account.

“**payment intermediary**”: a term as defined in Section 2(73) of the Toll Act;

“**internet portal**”: a securely accessible internet platform (www.hu-go.hu) used by NTPS Plc. to provide general information, where persons subject to toll payment may receive individual information and may register;

“**vehicle data form**”: data form to be used when purchasing an ad-hoc route ticket;

“**vehicle data**”: the country code, number plate, number of axles, emission class, and maximum authorised mass of the vehicle as listed on the vehicle data form or the vehicle registration form;

“**Category Characteristics**”: the section of the vehicle data form or the vehicle registration form listing the number of axles (2, 3, 4, 5 or more) and the emission class – EURO 0, EURO 1, EURO 2, EURO 3, EURO 4, EURO 5, EURO 6, low emission or zero-emission – of a tolled motor vehicle.

“**default interest**”: a late payment charge (interest) charged by the Company to customers who are in default, which may be charged from the date of default, even if the debt is otherwise interest-free and the payment of which is required to be paid by the customer by law (in the case of an enterprise: Section 6:155(1) of the Civil Code, in the case of a private individual: Section 6:48(1) of the Civil Code).

“**kiosk**”: A route planning tool to support the use of the toll system, which serves for route ticket planning and its payment online with a bank card.

“**NTPS Plc. website**”: <https://toll-charge.hu>

“**data registry form**”: data form containing the data determined in these GTC. Filling out the data form fields is required for the PrP contract to come into force;

“**customer registration ID**”: unique identifier for the contracted toll payer created in the process of registration in the toll system, during the conclusion of the PrP contract.

“**vehicle registration form**”: a data form containing data relevant for the establishment and determination of the road use authorisation of the tolled motor vehicle, for which the contracted toll payer undertook to pay the toll as per these GTC;

“contract”: based on these GTC, a specific contract concluded for the use of the distance-based electronic toll service system, which may be a PrP contract, a contract for ad-hoc route ticket purchase or a PP contract;

“contracted toll payer”: a term as defined in Section 2(15) of the Toll Act;

“overweight and oversize vehicle”: a vehicle with a gross weight, axle load, axle group load and size exceeding the limit determined by Decree 36/2017 (IX. 18.) NFM of the Minister of National Development on the operation of vehicles in excess of a specific gross weight, axle load, axle group load and size.

“toll system”: a term as defined in Section 2(17) of the Toll Act;

“toll”: a term as defined in Section 2(18) of the Toll Act;

“unit tolled section”: a term as defined in Section 2(20) of the Toll Act;

“tolled motor vehicle”: a term as defined in Section 2(21) of the Toll Act;

“toll charger”: the organisation responsible for toll collection as stipulated by the Implementing Decree; NTPS Plc.;

“PP contract”: (Contract for post-payment): A contract between the payment intermediary and the contracted toll payer concerning the purchase of road use authorisation with post-payment.

“PP current account”: a limited-purpose account created based on the PP contract concluded between the contracted toll payer and the payment intermediary. A PP contract may be linked to as many PP current accounts as the number of customer registration IDs that the contracted toll payer has included in the PP contract by applying the relevant provisions of Section [61.].

“road use”: a term as defined in Section 2(25) of the Toll Act;

“road use authorisation”: the legal relationship based on which the use of the unit tolled road section is legally permitted for traffic purposes for a specific tolled motor vehicle provided that all requirements for authorisation are met at the same time.

“road user”: a term as defined in Section 2(26) of the Toll Act;

“operator”: the owner of a tolled motor vehicle or any person or entity registered for the lawful operation of the vehicle under Act LXXXIV of 1999 on the Public Road Traffic Registry or the owner or operator of a tolled motor vehicle registered in the document issued by the authority of the country where its establishment is located (registration certificate);

“route”: the starting and end point in the use of unit tolled sections subject to the road use authorisation, together with all interim points crossed and the direction of travel;

“refund”: the repayment of the unused balance of the PrP current account to the contracted toll payer, subject to the conditions set out in Section 29 of the Implementing Decree and in these GTC.

GDPR: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);

“Privacy Act”: Act CXII of 2011 on the Right to Informational Self-Determination and the Freedom of Information;

The objective of these General Terms and Conditions (hereinafter: **“GTC”**) is to establish the general terms and conditions of the services offered by the National Toll Payment Services Private Limited Company

(hereinafter: “NTPS Plc.”) for the use of the distance-based electronic toll system (hereinafter: “Service”). The GTC apply to the PrP contract and to the contract for ad-hoc route ticket purchase, and also set out the main rules applicable to the PP contract that may be concluded between the contracted toll payer and the payment intermediary.

General provisions

- [1.] As per these GTC, the contracted toll payer is responsible for paying the toll for the tolled motor vehicle in question. In the event that several contracted toll payers undertake to pay the toll stipulated by these GTC for the road use of the same unit tolled section with the same tolled motor vehicle, payment on the part of any of the contracted toll payers shall discharge the payment obligation of all other contracted toll payers. In the event that none of the contracted toll payers pay the incurred toll, this constitutes unauthorised road use and may be penalised accordingly.
- [2.] Lawful road use is subject to acquiring the road use authorisation. Road use authorisation is granted upon meeting the conditions set forth in these GTC unless precluded by an existing law or legal regulation or by any other circumstance described in these GTC. The road use authorisation can only be granted contingent on a valid PrP contract, unless the contracted toll payer is eligible for road use authorisation based on any alternate legal relationship or a different contract.
- [3.] NTPS Plc. permits the use of the toll system as follows:
 - a) by the purchase of an ad-hoc route ticket;
 - b) by using an on-board unit (OBU).
- [4.] Pursuant to the Implementing Decree, NTPS Plc. is the toll charger authorised to collect tolls, the bound service provider, the toll enforcement and supporting toll enforcement agency. While providing the services described in the GTC, NTPS Plc. acts as the bound service provider as per the Implementing Decree.
- [5.] The provisions of these GTC and of the specifically negotiated contractual clauses shall be exclusively applicable to the PrP contract entered into on the basis of the GTC; thus no practice agreed upon and established between NTPS Plc. and the contracted toll payer in their previous business relations shall become part of the PrP contract. Furthermore, no practice widely recognised and regularly applied in the respective business by the subjects of similar contracts shall become part of the PrP contract.
- [6.] Pursuant to the contract of NTPS Plc. or any statutory provision, NTPS Plc. may be replaced in the PrP contract by any other legal entity, i.e. it may become a party to this contract in lieu of NTPS Plc. as a legal successor or as a result of assignment or contract transfer, of which fact NTPS Plc. shall notify the contracted toll payer within a reasonable amount of time, either electronically or, if the contracted toll payer fails to provide electronic contact details, via notification posted on NTPS Plc.’s website. Having become aware of and having acknowledged the GTC, the contracted toll payer consents to the assignment of the contract to another legal entity.
- [7.] The contracted toll payer acknowledges that the toll declaration operator shall determine the position of any tolled motor vehicle (assuming that the contracted toll payer meets their toll declaration obligations via a toll declaration operator) by taking into account the data provided by the on-board unit, the time, the mathematical model of the movement of GNSS satellites and the signals received. Ownership and other rights pertaining to the on-board unit shall be governed by the existing contract between the contracted toll payer and the toll declaration operator. However, the on-board unit is not considered the property of NTPS Plc. NTPS Plc. is not responsible for the operation, functionality, or proper calibration of the on-board unit.

Accepting the GTC, concluding the contract and recording data

[8.] The GTC shall be accepted

- a) by paying for an ad-hoc route ticket in the event of the purchase of an ad-hoc route ticket without registration,
- b) in other cases, during registration on the internet portal, with the registration being completed by confirmation of the message sent to the email address provided.

[9.] Individuals who do not accept the provisions of the GTC shall not be granted road use authorisation by NTPS Plc. and may not enter into an agreement for the use of the services provided by NTPS Plc., except if the parties agree otherwise in the Contract.

[10.] A contract for the pre-payment of road use authorisation may be concluded in accordance with the provisions of the GTC in effect and published on the Internet Portal at the time when the contract is concluded. The contract is concluded

- a) by sending a customer registration ID as per Section [28.] in the event of concluding the contract by paying using a PrP current account,
- b) by accepting the GTC in the event of purchasing an ad-hoc route ticket,

[11.] In accordance with the provisions of the Toll Act, the conclusion of the PrP contract does not in itself grant a road use authorisation. Instead, it creates a framework legal relationship under which the road use authorisation may be granted. For acquiring the road use authorisation, the contracted toll payer must fully comply with the toll declaration obligation and the obligation to make available the funds necessary for toll payment, and then the toll must be paid in full accordingly and when required, based on the actual road use.

[12.] The contracted toll payer shall be obliged to declare and pay tolls for all unit tolled sections used by a tolled motor vehicle for which they have contractually agreed to pay tolls. This Section shall be interpreted in accordance with Section [1.]. The contracted toll payer may discharge their toll payment obligations in accordance with these GTC.

Entering into a contract

[13.] The PrP contract and the contract for ad-hoc route ticket purchase shall be concluded electronically, pursuant to the provisions of Act CVIII of 2001 on Electronic Commerce and on Information Society Services.

[14.] The parties shall consider the contracts as per Section [13.] to be contracts concluded in writing. The parties shall consider any Contract that was entered into in violation of the formal requirements set forth in Section [13.] as invalid.

[15.] When concluding a PrP contract, the contracted toll payer is responsible for correctly filling out the data registry form and the vehicle registration form, and when concluding a contract for ad-hoc route ticket purchase, for correctly completing the vehicle data form, especially with regard to the category characteristics.

[16.] The contracted toll payer shall expressly acknowledge that, with certain exceptions as described herein, the vehicle categories for tolled motor vehicles are assigned on the basis of vehicle data provided and the amount of toll payable shall be determined by NTPS Plc. on that basis, taking the Toll Decree into account. In the course of or after entering into the contract, the contracted toll payer shall be solely responsible for ensuring that the vehicle data listed on the vehicle registration form and the vehicle data form are correct and accurate, with the exceptions set out in these GTC. NTPS Plc. expressly excludes all liability for any additional payment obligations and damages

incurred by the contracted toll payer due to the fact that the contracted toll payer failed to provide accurate vehicle data.

- [17.] NTPS Plc. is entitled to require the verification of data entered on the vehicle registration form by means of appropriate documentation. In particular, NTPS Plc. may require the submission of a copy (electronic or otherwise) of the registration certificate of the motor vehicle indicated on the vehicle registration form as well as the submission of other data or documentation to verify the accuracy of said data. The contracted toll payer shall be responsible for ensuring that all copies of documentation submitted in accordance with this Section are identical to the original.
- [18.] Regarding the format of data reporting, document presentation, NTPS Plc. is entitled to define readability parameters on the registration interface, i.e. the www.hu-go.hu internet portal, including requirements pertaining to opening and reading any provided data in electronic format. These parameters may not be defined in such a way as to impose an unreasonable burden on the contracted toll payer and may only contain the requirements necessary for administration. The contracted toll payer shall expressly acknowledge that NTPS Plc. shall consider any data reporting that fails to comply with the required parameters to be a failure on the part of the contracted toll payer to fulfil their reporting obligation of the required data and NTPS Plc. excludes liability for any resulting damages or additional costs. Data reporting shall also be deemed as failing to meet the required parameters if, while it does meet the stated technical parameters, its contents are partially or completely illegible or unrecognisable, or if there is any other reason why it is not suited for accurately verifying the required data.
- [19.] In the event that the contracted toll payer fails to comply with its obligations as set forth in Sections [17.]-[18.], and it is not possible to determine the true emission class of the tolled motor vehicle for which the contracted toll payer undertook toll payment, NTPS Plc. shall call on the contracted toll payer to provide the missing data by setting a deadline of at least 3 days but no more than 15 days. In the event that the contracted toll payer fails to comply with this additional deadline or repeatedly uploads a document that — pursuant to Sections [17.]-[18.] — is not suitable for the verification of the data, NTPS Plc. shall assume that the given tolled motor vehicle belongs to the EURO 0 emission class. Regarding the tolled motor vehicle listed on the vehicle registration form, no other contracted toll payer is entitled to record any data other than that determined by NTPS Plc. until such time as they can verify its accuracy via a document or other credible evidence.
- [20.] The determined emission class can be amended at the request of either party. The contracted toll payer may initiate such an amendment by simultaneously providing credible proof that the emission class of the tolled motor vehicle in question is different from what has been determined. NTPS Plc. may initiate such an amendment if there is any doubt about the authenticity of the documents provided or of the data therein. If NTPS Plc. becomes aware that the parameters specified on the vehicle registration form do not reflect reality – such knowledge is deemed to be in particular the finding of an authority or court to that effect or containing such statement, the provision of data from public registers or information obtained on the contents of a document viewed during the course of the toll enforcement activities conducted by NTPS Plc. – it is entitled to make the amendment at the same time as it becomes aware of the fact, while informing the contracted toll payer. Regarding the tolled motor vehicle listed on the vehicle registration form, no other contracted toll payer is entitled to record any data other than that determined by NTPS Plc. until such time as they can verify its accuracy via a document or other credible evidence.
- [21.] The parties shall not consider it unjust enrichment if the amount of the toll paid in actuality is less than the payable amount on the basis of the accurate data, based on the vehicle data provided by the contracted toll payer, as this is instead regulated in Section 14(b) of the Toll Act.
- [22.] The contracted toll payer shall explicitly acknowledge that if the data recorded on the vehicle registration form is inaccurate and the toll for the tolled motor vehicle is not paid on the basis of the category characteristics that are otherwise applicable to the tolled motor vehicle, the

contracted toll payer shall be required to immediately pay the unpaid toll balance for the period for which they undertook to pay the toll for the tolled motor vehicle, with special regard to the provisions of Section [20.], when requested to do so by NTPS Plc. Any delay (as defined in this Section) in paying the toll amount shall incur default interest in accordance with Act V of 2013 on the Civil Code (hereinafter: "Civil Code").

[23.] By accepting the GTC, the contracted toll payer acknowledges that NTPS Plc. is entitled to send them messages, notices, statements, notifications or other communications with regard to the PrP contract or the toll system, whether for legally binding reasons or otherwise, via the contact information listed on the data registry form. Furthermore, the contracted toll payer also acknowledges that NTPS Plc. may consider any messages, notices, statements, notifications or other communications sent electronically to be delivered and effectively communicated at the time of sending.

[24.] By filling out the data registry form, the vehicle registration form and the vehicle data form, the contracted toll payer consents to the processing of all data provided and recorded in said documents for the purposes, to the extent of and using the methods stipulated in the Toll Act. The contracted toll payer also consents to the access and processing of all data contained in all documents submitted to NTPS Plc. for the purpose of setting the toll rate. The contracted toll payer may amend the contents of the data registry form and the vehicle registration form subject to the conditions set forth in these GTC.

- i. Amendments shall be considered to have entered into force when the vehicle registration form or the data registry form is saved in the toll system.
- ii. The number of axles can be modified on the internet portal or using the on-board unit if the on-board unit allows for the technical means of doing so and if the contracted toll payer had previously made such amendments possible. The contracted toll payer acknowledges that they may not use the modified axle number before the amendment enters into force and must wait for the email notification of the entry into force of the new axle number; otherwise, this may result in unauthorised road use and may incur a toll fine as per the Toll Fine Decrees.

[25.] The data registry form contains the following data:

- a) for contracted toll payers who are private individuals:
 1. name;
 2. address;
 3. mailing address;
 4. email;
 5. phone number able to receive text messages;
 6. tax number (optional if the contracted toll payer is a foreign resident and is a private individual);
 7. password.
- b) for contracted toll payers who are not private individuals:
 8. name;
 9. registered office;
 10. tax residency
 11. tax number
 12. email;
 13. phone number able to receive text messages;
 14. password.

- [26.] A contracted toll payer, excluding an ad-hoc route ticket buyer, may register a vehicle by fully completing a vehicle registration form. The vehicle registration form can be modified. The vehicle registration form contains the following data:
- a) registration number;
 - b) country code;
 - c) (EURO) emission class or environmental classification;
 - d) height; (optional)
 - e) width; (optional)
 - f) length; (optional)
 - g) vehicle category (number of axles);
 - h) year of manufacture;
 - i) type (make);
 - j) VIN number.
 - k) upload of vehicle registration certificate
- [27.] When filling out the vehicle registration form, the units of measurement specified on the Internet Portal shall be used when providing the data listed in Section [26.]. The registration number of a tolled motor vehicle shall be established in compliance with the criteria set out in Annex 2 to the Convention on Road Traffic (promulgated by Decree-Law No. 3 of 1980), opened for signature in Vienna on 8 November 1968, and shall contain only Arabic numerals and capital Latin characters. Accented characters shall be represented without their accents (e.g. Ö shall be represented as O rather than OE).
- [28.] The PrP contract is concluded between the parties when the contracted toll payer receives the electronic customer registration ID sent by NTPS Plc. after filling out the data registry form. The registration of a vehicle shall be considered complete when specifically confirmed by NTPS Plc. in an email sent to the contracted toll payer's address.
- [29.] Any tolled motor vehicle registered with a vehicle registration form shall be assigned to a current account. For any given tolled motor vehicle, road use authorisation requires assignment to a current account with sufficient funds that provide for the payment of the consideration for tolled road use. The obligation period shall start as of the assignment to the PrP current account taking effect. The time of taking effect shall be the time when the toll system confirms the assignment on the interface visible to the contracted toll payer.
- [30.] Withdrawal of the tolled motor vehicle from the PrP current account shall mark the end of the obligation period. The withdrawn vehicle registration form can be assigned to another PrP current account of the contracted toll payer. This provision shall be without prejudice to the contracted toll payer's liabilities based on other grounds. The scope of such liabilities shall include road use which has not been declared but has been completed before the deletion, and is thus subject to toll declaration.
- [31.] If the tolled motor vehicle is transported on the platform of another tolled motor vehicle, the exemption from toll payment is conditional on the contracted toll payer deleting the on-board unit (OBU) assigned to the transported vehicle from the vehicle registration form in the HU-GO profile and ensuring that the on-board unit does not give a signal.
- [32.] The contracted toll payer shall undertake an obligation to pay the toll for the tolled road use of registered vehicles during the term of the PrP contract. That commitment shall be in effect from the assignment of the tolled motor vehicle to the current account (Section [29.]) until its withdrawal (Section [30.]). Where the same vehicle is covered by the simultaneous liability of multiple contracted toll payers and the payment obligation may be fulfilled by any of these contracted toll payers, such payment obligation shall not be claimed for from other contracted toll payers. Where no payment is made by any of the contracted toll payers and no road use authorisation has been obtained otherwise for the given vehicle for the unit tolled section involved

in the road use, grounds exist under the Toll Act for unauthorised road use. The contracted toll payer shall be under an obligation to pay, whether or not specifically called upon to do so, any toll that has not been paid in accordance with these GTC.

[33.] The contracted toll payer acknowledges that any statements made via the Internet Portal shall constitute statements by the contracted toll payer.

[34.] An unlimited number of PrP current accounts may be assigned to a data registry form.

PrP contract

[35.] Under a contract made pursuant to this title, the contracted toll payer undertakes an obligation to pay the toll (consideration for road use authorisation) for road use by vehicles in respect of which it is committed under the contract to pay the toll against its balance in accordance with the rules set out in this title. That undertaking shall also entail the obligation to ensure that the balance will at all times provide sufficient funds for the fulfilment of the obligation to pay the toll as undertaken in the contract. The contracted toll payer shall have exclusive and irrefutable liability for that obligation.

[36.] PrP contracts may be concluded at NTPS Plc.'s customer service offices and on the Internet Portal.

[37.] When charged to a balance, road use authorisation may be obtained by using an on-board unit provided by a toll declaration operator.

[38.] Topping up the PrP current account:

a) through the internet portal;

b) at the customer service offices of NTPS Plc.;

c) by bank transfer as follows:

1. by bank transfer to be made into the bank account of NTPS Plc. opened for this particular purpose under account number 10402166-49555557-57541313 (IBAN: HU11 104021664955555757541313). Only the PrP current account number needs to be indicated in the comment field of the bank transfer order.
2. Pursuant to an agreement between KAVOSZ Vállalkozásfejlesztési Zrt. (hereinafter „KAVOSZ VF”), acting as creditor pursuant to the Decree 232/2013. (VI.30.) Korm. of the Government on the state guarantee and interest subsidy for the distance-based toll for the use of motorways, speedways and main roads, and NTPS Plc., as well as on the basis of the order of any contracted toll payer that entered into a loan agreement with KAVOSZ VF, KAVOSZ VF may also make the transfer to the bank account of NTPS No. 10402142-49555557-57541306 (IBAN number HU24 10402142 49555557 57541306), opened for this purpose. Pursuant to the agreement between NTPS Plc. and KAVOSZ VF, KAVOSZ VF may make a transfer containing the orders of the contracted toll payers to be executed on the same day on a consolidated basis, in one lump sum, to the bank account specified above and, simultaneously, send a detailed statement to NTPS indicating the contracted toll payers involved in the particular payment order, their PrP current accounts and the amounts to be credited to the various PrP current accounts. NTPS Plc. shall manage any transfer sent pursuant to this subsection as toll payment by the contracted toll payers, in the amount

indicated in the statement sent. NTPS Plc. shall not be liable if the funds cannot be credited to the individual road use current accounts due to any erroneous or incomplete statement sent by KAVOSZ VF.

- [39.] The crediting of the amount paid to the PrP current account will take place no later than on the first banking day after the receipt of the paid amount in NTPS Plc.'s bank account provided that NTPS Plc. can identify the contracted toll payer and the PrP current account beyond doubt, on the basis of the comments section.
- [40.] The transferred amount is available upon crediting, and shall not be taken into account as consideration for tolls that have previously become due. When charged to a PrP current account, the road use authorisation may be obtained to the extent of the coverage provided by the funds in the current account for the toll payable for the use of the unit tolled section concerned as established by NTPS Plc.
- [41.] If the comments section of the bank transfer transaction referred to in Section [38.] c) 1 above is empty or is not completed as required, or if in the case of a transfer referred to in Section [38.] c) 2 the detailed statement defined in subsection c) 2. is incomplete or contains inadequate data, but NTPS Plc. can get a positive ID on the contracted toll payer and the PrP current account, the transferred amount is credited to the current account within three business days.
- [42.] If NTPS Plc. is unable to identify the contracted toll payer and/or the PrP current account number beyond any doubt, it will return the amount reduced by the costs of the bank transfer to the partner initiating the original bank transfer transaction. The contracted toll payer shall expressly acknowledge that if they enter the PrP current account number valid before 1 January 2024 when making the transfer, NTPS Plc. shall not guarantee the identification of the transfer beyond any doubt.
- [43.] NTPS shall issue an advance invoice for the amount paid into the PrP current account. NTPS issues a monthly settlement invoice for the toll paid against the amount paid into the PrP current account – broken down by infrastructure charge and external cost charge – and makes it available to the contracted toll payer on the Internet Portal. If – from an IT perspective – it is possible to issue the settlement invoice on a weekly or daily basis, NTPS Plc. shall notify the contracted toll payer.
- [44.] The contracted toll payer shall be committed to ensure at all times that, in order to facilitate fulfilment of its payment obligation against the balance, the funds on its current account are sufficient for the payment of the toll when due. In that regard, NTPS Plc. shall provide assistance for monitoring the balance by means of the services under these GTC; however, NTPS Plc. shall not be held liable for any damage resulting from the insufficiency of the balance for obtaining (and paying for) the road use authorisation.
- [45.] The contracted toll payer acknowledges that the amount of the toll to be paid is determined by the Toll Decree and the Implementing Decree. If, for reasons attributable to the operation of the toll system, the toll paid when due – either by purchasing a route ticket or by using an on-board unit – is less than the amount payable under the applicable legal regulations, NTPS Plc. shall notify the contracted toll payer of the difference between the amount paid and the amount payable under the Toll Decree within 15 days of the rectification of the reason detected in the operation of the toll system, using the electronic contact details provided on the data registry form. At the earliest on the 5th business day after the notification, NTPS Plc. shall be entitled to deduct the difference from the current account. If the difference is not available in full on the current account of the contracted toll payer, the deduction operation may be repeated several times until the difference is settled. At least 2 business days must elapse between each attempted deduction. As a result of the deduction, the balance must not fall below the balance determined in relation to the LBA service.

Termination of the PrP contract

- [46.] The PrP contract shall terminate:
- a) via termination without cause by the contracted toll payer;
 - b) via termination for cause for by NTPS Plc.;
 - c) in the cases set out among the transitional provisions.
- [47.] The contracted toll payer may terminate the PrP contract in writing with termination without cause at any time, subject to a 15-day period of notice. During the period of notice, the road use authorisation may be obtained in connection with the PrP current account according to the general rules; additionally, during the period of notice the data registry form and the vehicle registration form may both be modified. However, no road use authorisation may be obtained in connection with the PrP current account following expiry of the period of notice, whether or not the required conditions are provided pursuant to the GTCTDO. The contracted toll payer acknowledges that in the event of the termination of the PrP contract without cause, NTPS shall immediately inform the payment intermediary contracted with the contracted toll payer of the effective date of termination.
- [48.] NTPS Plc. may terminate the PrP contract for cause in the event of the contracted toll payer's severe breach of contract. A severe breach of contract shall be in particular whatever is defined as such under these GTC. NTPS Plc. may also terminate the PrP contract for cause in cases where the balance of the contracted toll payer remains unchanged for more than two years, and no vehicle registration form is uploaded or deleted by the contracted toll payer over the same period. The contracted toll payer acknowledges that in the event of the termination of the PrP contract by NTPS for cause, NTPS shall immediately inform the payment intermediary contracted with the contracted toll payer of the effective date of termination for cause.

Settlement between the parties

- [49.] In the event of termination of the PrP contract, the unused balance shall be reimbursed by the bound service provider.
- [50.] Refunds may be provided
- a) on presentation of the original invoice in proof of payment to the person to whom the invoice is issued,
 - b) to the person to whom the claim is assigned, or
 - c) the successor or heir of the former.
- [51.] If the document justifying the refund is not in Hungarian, a simple translation of the document must also be provided to the bound service provider. The bound service provider reserves the right to request the submission of a certified copy of the document from the claimant.
- [52.] The declaration regarding the refund may also be submitted at the customer services of the bound service provider.
- [53.] The bound service provider shall check immediately upon receipt of the documents whether the vehicles previously assigned to the PrP current account concerned, or, in the case of several PrP current accounts, to all current accounts, have been deleted, i.e. whether the vehicle registration forms have been withdrawn, and, if necessary, shall draw the attention of the claimant to this and to the submission of additional documents required for the refund.

- [54.] The refund may be requested against an administration fee, the amount of which is the amount paid in advance by the contracted toll payer on their balance but not charged by the bound service provider, i.e. 1.9% of the balance at the termination of the PrP contract, but not less than HUF 15,000. The administration fee is payable as many times as the number of PrP contracts for which refund is claimed.
- [55.] The bound service provider will deduct the administration fee from the reclaimed amount in the course of the retransfer and will send the corresponding receipts to the claimant by post or electronically.
- [56.] If, at the end of the PrP contract, 1.9% of the balance is less than HUF 15,000, the person claiming the refund must be informed with regard to the settlement that the refund is not possible due to the absence of legislative conditions.
- [57.] Refunds may be made on the basis of a legal statement of regarding a reclaim received within 5 years of the date of payment. The legal statement for reclaim to a refund shall be deemed to have been received on the date of its arrival at the bound service provider, provided that the documents required by the bound service provider as per their notification have also been received in full and the claimant has indicated the details of the bank account to which the refund may be made. The bound service provider shall arrange for the retransfer of the amount less the administration fee within 60 days of the full receipt of the documents if the assignment of the vehicles to the current account has been terminated.

PP contract

- [58.] NTPS Plc. does not provide the option of post-payment itself. The contracted toll payer may fulfil their subsequent payment obligation to NTPS Plc., as the bound service provider, through the payment intermediary, provided that NTPS uses a payment intermediary. The bound service provider shall inform contracted toll payers of the date of the start of the actual operation of the first payment intermediary at least 15 days before the first payment intermediary starts its actual operation. The list of payment intermediaries is published by NTPS Plc. on its website.
- [59.] The content of the PP contract is defined, on the one hand, by these GTC and, on the other hand, by the contract to be concluded between the payment intermediary and the contracted toll payer for post-payment of tolls.
- [60.] The contracted toll payer may initiate contract conclusion with the payment intermediary if they have a valid PrP contract. A PP contract cannot be concluded without a valid PrP contract. In this context, the contracted toll payer expressly acknowledges that if they terminate the PrP contract, NTPS Plc. shall immediately notify the payment intermediary of the termination in order to terminate the PP contract.
- [61.] The contracted toll payer can initiate contracting with the payment intermediary by entering the customer registration ID used to identify the PrP contract. In this process, the contracted toll payer has the possibility to initiate the conclusion of the PP contract by entering several different customer registration IDs, i.e. by merging several PrP contracts, provided they have several effective PrP contracts. The resulting PP contract is linked to as many PP current accounts as the number of PrP contracts merged.
- [62.] In the event that the contracted toll payer initiates the conclusion of a PP contract with the payment intermediary, they give their explicit and voluntary consent to the transfer by NTPS Plc. to the payment intermediary of the data necessary for the identification of the contracted toll payer and the traffic data generated during the previous six months under the scope of their PrP contract, in order to enable the payment intermediary to carry out the customer qualification necessary for the conclusion of the PP contract.

- [63.] The transfer and movement of tolled motor vehicles between the PrP current account and the PP current account is the responsibility of the contracted toll payer.
- [64.] After the entry into force of the PP contract, the contracted toll payer may perform their toll payment obligation by means of post-payment via the payment intermediary for the tolled motor vehicles which they have transferred from the PrP current account to the PP current account on the Internet Portal, with a view to the provisions of Section [83.].
- [65.] If the contracted toll payer is unable to obtain road use authorisation in connection with the PP contract, they may transfer the tolled motor vehicle registered with the vehicle registration form assigned to the PP current account to any PrP current account belonging to their PrP contract and obtain road use authorisation against the balance of such PrP current account, provided that sufficient balance is available. If the contracted toll payer is unable to obtain road use authorisation in connection with the PrP contract, they may not assign the tolled motor vehicle away from the PrP current account until the conditions for removal from the RIOBU are met.
- [66.] The customer service offices of NTPS Plc. and the payment intermediary also provide detailed information on the detailed rules of vehicle management to the contracted toll payer.
- [67.] The conclusion of a PP contract does not entitle the contracted toll payer to reclaim the unused balance registered in the PrP current account(s) of the PrP contract. The unused balance can be used by the contracted toll payer by assigning the tolled motor vehicles to the PrP current account and obtaining road use authorisation in connection with the PrP current account.

Rules for the use of toll declaration operators

- [68.] The contracted toll payer may use a toll declaration operator to declare tolled road use by the tolled motor vehicles covered by the PrP contract and the PP contract. In the event of the use of such toll declaration operator, the contracted toll payer or its representative shall ensure that the on-board unit is functional in accordance with the agreement with the toll declaration operator.
- [69.] NTPS Plc. shall publish a list of eligible audited toll declaration operators on the internet portal.
- [70.] In order to ensure consistent, high-level service, NTPS Plc. requires that toll declaration operators comply with the non-discriminatory requirements set out in the GTCTDO, but shall not be held liable for the services of toll declaration operators.
- [71.] Under the GTCTDO, both NTPS Plc. and the toll declaration operator may terminate the legal relationship between them. NTPS Plc. may only exercise this right as per the terms of the GTCTDO, under such circumstances as provided for therein, which preclude further cooperation. The contracted toll payer acknowledges that NTPS Plc. shall not be held liable for any damage resulting from the exercise of this right and shall not be obliged to bear any additional expenses that may arise therefrom.
- [72.] NTPS Plc. shall inform the contracted toll payer within 2 (two) business days of becoming aware of the occurrence of the event described in Section [71.].
- [73.] The data provided by the toll declaration operator shall be considered as a toll declaration, on the basis of which NTPS Plc. is entitled to determine the toll rate and to demand payment of the toll from the contracted toll payer according to the contract. NTPS Plc. shall receive reports of such data on the basis of the data collected by the toll declaration operator from the on-board unit supplied by the toll declaration operator, which shall have full liability for the services provided by the on-board unit and by itself.

- [74.] The contracted toll payer acknowledges that, in order to carry out tasks in support of toll enforcement, NTPS Plc. is entitled to impose rules in the GTCTDO that concern logic or the establishment of deadlines for data reporting which may prevent the road use authorisation from being granted even if data have been duly reported (e.g. failure to adhere to the data reporting deadline, or in the case of violating the logics rules). When exercising this right in accordance with the GTCTDO, NTPS Plc. shall not be liable to the contracted toll payer; however, it shall undertake to be non-discriminatory in its requirement for the toll declaration operator to assume liability for any resulting damage.
- [75.] The contracted toll payer acknowledges that, in the event of being informed by the toll declaration operator to that effect under the GTCTDO, it shall be required to provide the road use authorisation without the toll declaration operator's service (by means of ad-hoc route tickets). If the contracted toll payer purchases an ad-hoc route ticket based on information provided by the toll declaration operator, and the same road use has been declared and paid multiple times, the contracted toll payer is entitled to refund based on the declaration of the toll declaration operator within 60 days of the end of the validity of the ad-hoc route ticket. For the purposes of this Section, multiple purchases are verified according to the criteria laid down in the GTCTDO.
- [76.] If road use has been erroneously determined by NTPS Plc., the contracted toll payer may propose the amendment of the road use determined.
- [77.] The contracted toll payer acknowledges that, pursuant to its agreement concluded with NTPS Plc., the toll declaration operator is entitled to and shall provide data reporting in line with the principles and protocols set out in the GTCTDO, even if of the on-board unit used by the contracted toll payer failed to ensure the full declaration of road use for any reason, or road use could not be determined in full. In such cases, NTPS Plc. is entitled to plan the presumed route for the contracted toll payer in line with GTCTDO protocols, make the toll declaration based on said presumed route, and charge a toll based thereon. The contracted toll payer may raise objections to and submit a complaint for the presumed route determined as per this Section without any limitations in time. If, based on the complaint, the actual route can be determined beyond doubt, NTPS Plc. shall credit any potentially enforced additional costs, without assuming any liability for any other damages caused. Justification of the content of the complaint shall be the responsibility of the contracted toll payer. The usual certificates (e.g. invoice for transportation, etc.) or other technological data (e.g. tracking data generated using a GPS tracking device from an independent source and installed in the vehicle) may be used for demonstration purposes.
- [78.] NTPS Plc. shall not be liable for any damages incurred by the contracted toll payer as a result of the termination of the agreement between the toll declaration operator and the contracted toll payer or faulty performance by the toll declaration operator.
- [79.] If the contracted toll payer is aware that the on-board unit used by it contains data files required for completing the data reporting for the purpose of road use declaration stored but not forwarded to the central system of the toll declaration operator, it shall do its utmost to ensure that such data files are forwarded to the toll declaration operator without delay, but at the latest at a time that enables the toll declaration operator to fulfil its contractual obligation for data reporting in due time.
- [80.] The contracted toll payer acknowledges that, in the event it fails to imputably ensure the operability of the on-board unit or intentionally makes the on-board unit inoperable and drives the motor vehicle, firstly, the toll declaration operator may send a skipping report to the toll system if the relevant conditions are met; secondly, it renders it difficult or impossible to evidence that the motor vehicle was driven along a non-toll section.

- [81.] The contracted toll payer acknowledges that the toll declaration operator may only perform its service in reliance on the approved and registered on-board units it supplies. On-board units shall be registered using the interface for the vehicle registration form.
- [82.] For the performance of its service, the toll declaration operator may also rely on on-board units that are no longer registered, but were registered under the GTCTDO with retroactive effect to the registration period.
- [83.] The contracted toll payer acknowledges that its toll declaration operator will only be in a position to carry out the declaration obligations imposed on the contracted toll payer when the tolled motor vehicle concerned has been assigned to the on-board unit mounted on it. To that end, NTPS Plc. is hereby authorised by the contracted toll payer to supply the toll declaration operator with the data required for that assignment (registration number to on-board unit) in order for the latter to carry out its declaration obligations contractually.
- [84.] The contracted toll payer may provide a telephone number for any of its vehicles registered by means of a vehicle registration form in order for NTPS Plc. to disclose the telephone number to the contracted toll payer's contracted toll declaration operator to enable the latter to perform its service to the contracted toll payer or other contractual obligations.
- [85.] In respect of objections and complaints submitted to the toll declaration operator in relation to contractual performance by the latter, the contracted toll payer acknowledges that NTPS Plc. shall provide information to the toll declaration operator to investigate and clarify the fact of breach of contract during the term of its agreement with the toll declaration operator.
- [86.] Pursuant to the GTCTDO, the toll declaration operator is entitled to terminate the legal relationship between the toll declaration operator and the contracted toll payer (for the purposes of this section hereinafter: "data reporting contract") in accordance with the provisions of the agreement concluded with the contracted toll payer. After the termination of the data reporting contract, the contracted toll payer shall no longer be entitled to use the on-board unit made available by the toll declaration operator for declaring road use as per the provisions of these General Terms and Conditions. If, concurrently with the termination of the data reporting contract, the contracted toll payer fails to modify the vehicle registration form in compliance with its contractual obligations, and fails to do so despite being notified to that effect by the toll declaration operator, the contracted toll payer may propose the amendment of the vehicle registration form with NTPS Plc. after 10 business days from the termination of the data reporting contract, and NTPS Plc. shall comply with such request.

Register of invalidated on-board units for the use of toll declaration operators

- [87.] The RIOBU kept by NTPS contains all on-board units previously registered on the vehicle registration form for which the prevailing balance of payments, based on these GTC, does not provide sufficient coverage for the use of the unit tolled section affected by the toll declaration (uncovered toll declaration), and as a result, no valid road use authorisation may be generated. Uncovered toll declaration shall be established by the parties in cases where, based on the data reported by the toll declaration operator, no funds are available in the current account to cover the consideration (toll), as and when due, for the road use authorisation in respect of the unit tolled section concerned.
- [88.] In the RIOBU, NTPS Plc. shall record those on-board units that have been reliably ascertained to be stolen or inappropriately used. It may also record on-board units in the RIOBU in any other cases where this is allowed under the Implementing Decree.
- [89.] In the RIOBU, NTPS Plc. shall record on-board units and registration numbers of the tolled motor vehicles for which the on-board units provide data required for the establishment of toll

payment obligations. This shall not prevent the tolled motor vehicle from acquiring the road use authorisation through the purchase on an ad-hoc route ticket.

[90.] The on-board unit and the registration number of the associated tolled motor vehicle shall be entered in the RIOBU when the uncovered toll declaration is discovered by NTPS Plc., provided that the conditions for RIOBU entry exist at that time.

[91.] NTPS Plc. shall provide information on RIOBU entries and removals free of charge, without being specifically requested by the contracted toll payer. RIOBU transactions shall take effect irrespectively of being notified.

[92.] Where a RIOBU entry was made for the reason described in Section [87.], NTPS Plc. shall remove the on-board unit registration number association on condition that the PrP current account is topped up with sufficient funds for the payment of the toll in respect of the tolled road use concerned. The conditions for toll payment shall be considered provided where current account funds are sufficient to pay the consideration for the next road use declared, but amount to at least HUF 5,000. Where its conditions are provided, removal shall be automatic as soon as the amount of the top-up is credited to the current account. NTPS Plc. shall notify removals to the Contracted Toll Payer.

[93.] Where a RIOBU entry was made for the reason described in Section [88.], it shall be removed when the underlying reason ceases to exist.

Services related to toll payment

[94.] The services under this sub-title shall be provided by NTPS Plc. free of charge. NTPS Plc. shall not be held liable for the availability and timely performance of the free services provided by it. The contracted toll payer shall use the services under this title in acknowledgement of the fact that NTPS Plc. shall not be liable for their correctness. The data reported as part of any service under this title shall be informative only and shall not give grounds for the establishment of any right.

[95.] NTPS Plc. shall rely on the available capacity of the toll system for the provision of the services hereunder. Where required or necessitated by the functioning or operation of the toll system, the services may be suspended by NTPS Plc., or discontinued for extensive periods without prior notice.

[96.] If the circumstances described herein occur, the suspension of service may be notified to the contracted toll payer via information posted on the internet portal.

[97.] The contracted toll payer may request the provision of a PrP current account LBA service.
a) In essence, LBAs are alerts sent by NTPS Plc. to the contracted toll payer whenever the PrP current account balance drops below the amount specified by the contracted toll payer.

NTPS Plc. may unilaterally determine the lowest amount that may be set and may propose such an amount by taking into account the contracted toll payer's average transactions.

b) LBAs are not recurring messages, and are sent once whenever the PrP current account balance drops below the amount specified.

[98.] The contracted toll payer may query the balance of the PrP current account from NTPS Plc.

[99.] The contracted toll payer may raise queries with NTPS Plc. as to its road use transactions relating to tolls purchased against the PrP contract. Queries for transactions may be raised for periods specified by the Contracted Toll Payer in calendar days. The earliest starting date for the specified period is 1 January 2024, with a maximum duration of 5 years.

Ad-hoc route tickets

[100.] The completion of a vehicle data form, the provision of the billing data and the email address of the contracted toll payer, the confirmation of a unique road use identifier by NTPS Plc. and the payment of the toll as and when due according to the route and by acceptance of the GTC (toll system entry) shall give rise to road use authorisation as specified in the ad-hoc route ticket.

[101.] Routes shall be calculated by the NTPS Plc. based on the parameters specified by the contracted toll payer. In the course of calculation, NTPS Plc. shall provide an interface for the detailed review, modification and recalculation of the route, and create a route plan for the calculated route. On the basis of the parameters given, NTPS Plc. takes into account, in the course of planning, in accordance with the law, the general or weight restrictions for vehicles, the traffic and other restrictions indicated to NTPS Plc. by the road operator, and the traffic regulations. Beyond as provided herein, NTPS Plc. shall not be held liable for any damage or additional expenses resulting from calculation.

[102.] For calculation purposes, NTPS Plc. shall not take into account periodic restrictions to the extent that the validity period of the route ticket includes a period that is subject to periodic restriction. Obtaining information on periodic restrictions shall be the responsibility of the contracted toll payer or the road user.

[103.] NTPS Plc. shall calculate routes by taking into account unit tolled sections under the Toll Decree, and shall not be held liable for the placement of road signs that are inconsistent with the provisions of the Toll Decree.

[104.] Each ad-hoc route ticket must be purchased for the route that belongs to the route number indicated on the receipt issued for the route permit in cases where an overweight or oversize vehicle obtains road use authorisation through the purchase of a route ticket and the route ticket is not purchased from the Hungarian Public Road Non-profit Ltd.

[105.] The invoice issued for the purchase of the ad-hoc route ticket shall be sent by NTPS Plc. to the contracted toll payer by electronic mail.

[106.] An ad-hoc route ticket shall give rise to road use authorisation in respect of the tolled motor vehicle designated in the completed vehicle data form, on the route included in the ad-hoc route ticket, during its validity period.

[107.] The data content of the vehicle data form is identical to the data content of the vehicle registration form.

[108.] The ad-hoc route ticket is valid from the time of purchase until the end of the following day. The ad-hoc route ticket shall also become invalid when it no longer provides road use authorisation for the use of additional toll road sections.

[109.] Ad-hoc route tickets may not be returned or modified.

[110.] When an ad-hoc route ticket is purchased, the contracted toll payer's toll payment obligation and liability shall be fulfilled through payment of the ad-hoc route ticket during its validity period, without any additional payment obligations imposed in respect of the movements of the designated tolled motor vehicle on the designated route.

[111.] The contract will terminate at the end of the validity of the ad-hoc route ticket. The contract shall not terminate or be terminated otherwise.

[112.] The ad-hoc route ticket can be purchased online on the Internet Portal and at the kiosks at NTPS Plc.'s customer service offices by means of online bank card payment. In addition to its customer service offices, NTPS Plc. may also provide kiosks at other locations. The list of kiosks is published by NTPS Plc. on its website.

Provisions for customer service offices

[113.] In order to serve contracted toll payers and other customers, NTPS Plc. maintains the following customer service channels through which information can be requested and provided, reports and complaints can be lodged and matters can be arranged:

- a) Customer service offices and their contact details are listed on the NTPS Plc. website (<https://toll-charge.hu>).
- b) Call Center/Contact Center.
- c) Mail channels
- d) Email (ugyfel@hu-go.hu)
- e) Video customer service

[114.] If a complaint is lodged, the complainant shall provide the reason for the complaint, the data required for the identification of the complainant and the Unique Road Use Identifier and shall enclose all documents and evidence on the basis of which the complaint is made. NTPS Plc. shall respond to complaints within 30 days of receipt.

[115.] The contracted toll payer acknowledges that in response to requests submitted through the channels specified in Section [113.], NTPS Plc. may use the contact details specified in the registered data form. Unless expressly provided otherwise by the contracted toll payer, NTPS Plc. may respond using the contact details specified, but the contracted toll payer shall not require any method of communication that may result in unreasonable or disproportionate expenses.

[116.] In communications under this title, in responding to requests by the contracted toll payer NTPS Plc. shall primarily rely on the information provided by the contracted toll payer. NTPS Plc. shall not be held liable for any inaccurate information provided in reliance on false, untrue or misleading information received from the contracted toll payer.

Data processing

[117.] By accepting the GTC, the contracted toll payer acknowledges that NTPS Plc. is entitled to process the personal data provided by the contracted toll payer and related to the contracted toll payer in compliance with Section 26 of the Toll Act, for the purpose specified therein. In particular, NTPS Plc. may process the following data:

- a) for a road user, operator or contracted toll payer who is a natural person, their name, residence, mother's name, place and date of birth, email address, telephone number, payment account number and the data of their personal identification document;
- b) for a road user, operator or contracted toll payer which is a legal person, its name, registered office, company registration number or other identifier issued by the registration authority, its email address, telephone number and payment account number;
- c) the rate of the tolls and toll fines payable and paid;
- d) the place and time of road use;
- e) the place and time of toll payment;
- f) registration number of the tolled motor vehicle or articulated vehicle combination;

- g) features of the tolled motor vehicle or articulated vehicle combination necessary to determine the vehicle category;
- h) identification data of registered on-board units;
- i) photo of the tolled motor vehicle and its official marking (for the period provided in the Toll Act);
- j) where unit tolled sections are used pursuant to a route ticket, the route, the period permitted to cover that route, and the document number;
- k) the gross weight, axle load and size of the motor vehicle or articulated motor vehicle combination.

[118.] NTPS Plc. shall process the data for the performance of its tasks as a bound service provider and, in its capacity as toll charger, the tasks determined in Sections 6(4) and 17 of the Toll Act for the period regulated in the Toll Act. In its capacity as a supporting toll enforcement agency, NTPS Plc. may transfer the data to the toll enforcement agency or to other entities specified by law with the purpose of performing its tasks under the Toll Act.

[119.] NTPS Plc. may transfer personal data to its contractual partners engaged in order to perform the tasks related to its day-to-day operation (e.g. bookkeeping, IT services, correspondence data, database maintenance, reimbursements, processing of contact details or any other purpose permitted by law, of which information may be requested on a case-by-case basis) in the cases specified by law and to the competent authorities pursuant to the provisions of the GDPR, the Privacy Act and the Toll Act.

[120.] Personal data is accessed by the staff administering matters on a day-to-day basis in relation to the service.

[121.] The personal data that need to be processed for the purpose of compliance with any statutory obligation imposed on the data controller or to enforce any legitimate interest of the data controller or any third party (if the enforcement of this interest is proportionate to the limitation of the right related to the protection of personal data) may be processed without any further consent and even after the withdrawal of consent.

[122.] If the contracted toll payer provides NTPS Plc. with the personal data of any third party, by providing such data the contracted toll payer represents and warrants that the relevant person has given express, unambiguous, well-informed consent in accordance with the relevant laws and regulations to the processing of their data as set out in these GTC, in particular, to data transfer to NTPS Plc.

[123.] NTPS Plc.'s detailed Privacy Policy for contracted toll payers, including, among other things, data subject rights and legal remedies, can be found at <http://www.toll-charge.hu/articles/article/privacy-policy-1> ("Information on the processing of personal data to users of the toll system").

[124.] The contracted toll payer surveys, familiarises itself with and accepts the technical facilities, risks and limitations associated with the exercise of the road use authorisation, especially with the conclusion of an agreement by electronic means and electronic communication. The contracted toll payer shall, in particular, ensure the safe use of the devices applied in relation to the exercise of the road use authorisation, the safety of data stored on them, and that any necessary precaution is taken (e.g. using antivirus and antispyware software, installing other security updates, selecting identifiers and passwords affording sufficient protection). Furthermore the contracted toll payer ensures that its data used in the course of exercising the road use authorisation (e.g. personal data, passwords, identifiers) are safely used, and in this respect it shall prevent any unauthorised person from accessing such data. The contracted toll payer shall immediately notify NTPS Plc. if it notices any abuse or misuse or other irregularity in relation to the above data, if necessary, describing the relevant fact and anticipated consequences in detail. In respect of the above the

contracted toll payer shall have exclusive liability (unless otherwise provided for by the provisions of the relevant law not permitting any deviation) in particular for (i) the consequences of the use of electronic devices coming into existence or applied when the road use authorisation is exercised or any downtime or disruption of their operation; (ii) consequences arising out of the degeneration, loss, theft or uploading failure of the data used when the road use authorisation is exercised; (iii) any delay in the transfer of information; (iv) consequences arising out of the appearance of viruses and other harmful components; (v) consequences arising out of any failure of software, hardware or any other technical devices or network.

Governing law and settlement of disputes

- [125.] The parties agree that any issues related to the legal relationship existing between them shall be governed by Hungarian law.
- [126.] These GTC have been prepared in Hungarian and the Hungarian version shall prevail for the purposes of any contracts made.
- [127.] Issues not regulated in these GTC shall be governed by the other provisions of the contract between the Parties and the relevant laws and regulations of Hungary. The other provisions of the contract shall also prevail in the event of any derogation from the regulations of the GTC.
- [128.] The invalidity or nullity of any provision of the Contract shall not invalidate or nullify any of the remaining provisions of the Contract or the Contract as a whole.
- [129.] The parties shall seek to settle any disputes arising between them out of the contract primarily through negotiations by mutual written agreement within 30 (thirty) days of the disputed fact, data or circumstance arising. Where no mutual written agreement is made within that timeframe, the parties shall submit to the exclusive jurisdiction of the Central District Court of Buda, depending on the amount of the claim in dispute.

Amendments

- [130.] NTPS Plc. may amend these GTC unilaterally.
- [131.] NTPS Plc. shall notify its customers about any amendments by means of a notice posted on the internet portal at least 15 (fifteen) days prior to the amendments taking effect.
- [132.] If the amendment is necessary solely because of an amendment of law affecting the content of the GTC and the period between the publication of the law and its entry into force does not allow the deadline in Section [131.] to be met, the deadline may be shortened.
- [133.] In the notice, NTPS Plc. shall draw the attention of the contracted toll payers to the fact that, after the date of notice until the amended GTC's date of entry into force, the contracted toll payers are entitled to terminate the PrP contract with effect from the amended GTC's date of entry into force. In this case, the date of termination of the contract shall be the amended GTC's date of entry into force.
- [134.] By means of a unilateral statement with immediate effect, NTPS Plc. may amend any part of these GTC that does not give rise to any right or obligation in respect of either NTPS Plc. or the contracted toll payer. The parties agree that parts not affecting rights and obligations shall include, in particular, the company data and contact details of NTPS Plc.
- [135.] NTPS Plc. shall make available all previous versions of the GTC on its website.

Confidentiality

- [136.] The parties agree to treat any information concerning the Contract and any activity performed pursuant to it in strict confidence as business secrets. Any information obtained in that manner may only be disclosed to third parties in any way if required by law or based on an express, prior written consent of the other party.
- [137.] No breach of contract shall occur when either party discloses any information constituting a business secret to a court, authority or any other agency specified by law as having competence and jurisdiction in order to exercise any lawful right or to perform any obligation specified by law.
- [138.] The parties may claim damages against the other Party for all damages resulting from the violation of contract due to the infringement of the confidentiality obligation.
- [139.] The parties agree that the confidentiality obligations under this title shall apply during the term of the Contract and shall survive for two years subsequent to its termination.

Transitional provisions

- [140.] Taking into account the provisions of Section 9 of the Implementing Decree, there will be an outage in the toll system between 20:00 on 31 December 2023 and 04:00 on 1 January 2024.
- [141.] Topping up the PrP current account by online bank card payment will not be possible between 00:00 on 1 January 2024 and 04:00 on 1 January 2024, and NTPS Plc. does not guarantee the processing of bank transfers received during this period.
- [142.] The balance on the individual road use current account as at 24:00 on 31 December 2023 will appear as the balance on the PrP current account at 04:00 on 1 January 2024, and NTPS Plc. will issue an advance invoice for this amount.
- [143.] During the outage, the identification number of the individual road use current accounts changes. The identification number of the PrP current account will be available to the contracted toll payer on the Internet Portal from 04:00 on 1 January 2024. From this time, the new identification number must be indicated by the contracted toll payer when making a bank transfer to the PrP current account.
- [144.] On 1 January 2024, with effect from 04:00 on 1 January 2024, NTPS will terminate the PrP contract of contracted toll payers
- a) who have not made a top-up between 30 June 2022 and 31 December 2023, and
 - b) who have not assigned a tolled motor vehicle to an individual road use current account in accordance with the provisions of Section [29.] between 30 June 2022 and 31 December 2023, and
 - c) who have not paid tolls against the balance of their individual road use current account between 30 June 2022 and 31 December 2023, and
 - d) whose balance of their individual road use current account is less than HUF 15,000 at 04:00 on 1 January 2024
- except if
- a) the contract in connection with the current account was concluded between 1 July 2022 and 31 December 2023, or
 - b) the contracted toll payer topped up the balance with at least HUF 15,000 in total between 1 January 2019 and 30 June 2022.
- [145.] If the PrP contract of the contracted toll payer is linked to multiple individual road use current accounts and the criteria set out in Section [144.] are not fulfilled in respect of at least one of road use current account, the PrP contract shall not be terminated.

Supervisory Authority

[146.] Pursuant to Section 10 of Decree 382/2016. (XII. 2.) Korm. of the Government on the designation of authorities for transport administration, the Supervisory Authority shall be the Minister of Transport.

[147.] Contact details of the Supervisory Authority:

Name of the supervisory authority: Minister of Construction and Transport

Postal address: H-1054 Budapest, Alkotmány utca 5

Central post office box: H-1358 Budapest, Pf. 14.

Phone number: +36 1 373 1475

Email: info@ekm.gov.hu