

End-User License Agreement

HU-GO mobile Windows application

The present End-User License Agreement (hereinafter referred to as “**Agreement**”) is a legally binding agreement between the person using the services of the software which is the subject of the present Agreement (hereinafter referred to as “**User**”) and **National Toll Payment Services PLC** (seat: 1027 Budapest, Kapás utca 6-12., tax number: 24151667-2-41, hereinafter as “**Service Provider**”) regarding the subject HU-GO mobile application (hereinafter referred to as “**Software**”). By downloading, installing and using the Software in any way (hereinafter referred to as “**Use**”), the User shall accept and be bound by the terms and conditions of the present Agreement.

1. **The Service Provider explicitly lays down that under the present Agreement, the User does not acquire the ownership of the Software, he is only entitled to the rights of use included in the Agreement.**

2. The User accepts that he is not entitled to enforce any claims in connection with the Software against Microsoft Corporation or any of its affiliates or subsidiaries (hereinafter referred to as “**Microsoft**”).

3. The User accepts that Microsoft shall be deemed as the beneficiary of the Agreement. By your acceptance of the Agreement, Microsoft shall acquire the right to enforce the Agreement as a beneficiary.

4. The primary objective of the Software is to make the service available provided by National Toll Payment Services PLC (seat: 1134 Budapest, Váci út 45/B. ép., tax number: 12147715-2-44), a bound toll service provider (hereinafter referred to as “**Bound Toll Service Provider**”), enabling the purchase of a route ticket (hereinafter referred to as “**Toll Service**”) for the User, as a customer.

5. In case the User purchases a route ticket through the Software, the sales agreement shall be concluded between the Bound Toll Service Provider and the User.

6. Furthermore, by using the Software, the User can log in to its client account held in the IT system (hereinafter referred to as “**Toll system**”) operated in order to provide Toll Service by the Bound Toll Service Provider based on the legal relationship between the User and the Toll Service Provider, where the User can modify the content of the Vehicle Data Sheet, can check the balances of its accounts and it can buy route tickets by its account or by using its credit cards. **The Service Provider lays down that the Software provides only an interface to have access to the Toll system; the Service Provider may not get to know the data of the User and he may not handle them.**

7. The general terms and conditions relating to the individual agreements of the Bound Toll Service Provider to be entered into for the use of the travelled distance based electronic toll service system (hereinafter referred to as the “**General Terms and Conditions of the Toll Service**”) shall apply to the conditions of exercising the road use authorization embodied by the route ticket and generally to the use of the Toll system and the Toll Service.

8. The User may not resell the Toll Service in the same or modified form or with the same or modified content, and may not use the Software or the Toll Service in such a manner that violates the rights of any third party or any applicable law.

9. 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. The Service Provider shall not be liable for such contents, the accuracy, timeliness, completeness, validity, and legality thereof, their compliance with the provisions of intellectual property law, or the quality of such contents, as well as any damages possibly caused by such services, as the contents or services of any third party is not under the control of the Service Provider. The Service Provider shall not be liable for the web transmission or any other data transmission of any third party.

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

11. In the course of using the Toll Service the User shall observe the applicable law, the General Terms and Conditions of the Toll Service and any other contractual provisions.

12. 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.

13. Scope of the license:

13.1. Based on the Agreement, the User shall acquire the non-exclusive right to use the Software for its own individual aims, valid for the territory of Hungary only, for a limited period, lasting up to the termination of the present Agreement, on any device using Windows operation system owned by him or which is in his possession, in line with the provisions of the Microsoft Service Agreement applicable to Windows Phone Applications - Microsoft Store. Under this, the User shall have the right to download, install the Software and use it for its own purposes.

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

13.3. The license is valid for the scope required for the proper use of the Software (including, in particular, inevitable duplication during the installation and display).

13.4. The license, in particular, does not allow the distribution and revision of the Software and making copies thereof on any tangible article, its lending, leasing, selling, transferring its ownership, granting further licenses, copying it (beyond the cases explicitly permitted in the present Agreement). The User shall not be entitled to modify, reverse engineer, reverse translate the Software, to take it into parts, to retrieve the source code in any manner.

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

14. With regard to the Software, Service Provider shall not provide any maintenance or support on the basis of this Agreement. Neither the Service Provider nor Microsoft shall have any obligation or liability in connection with maintenance or support.

15. Granting any license regarding any content 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) is the exclusive right of the Service Provider, and it may not be used or

exploited in any form other than displaying it in connection with the proper use of the Software without the prior written consent of Service Provider.

16. The User may not use or exploit the commercial name or brand name of Service Provider or the Bound Toll Service Provider in any form.

17. Should any third party raise any 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, the Service Provider - and not Microsoft - shall be liable for examining such claims and satisfying them in the event they are well-founded.

18. 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.

19. The User grants its consent to the Service Provider to collect certain technical and related data, including technical parameters concerning the User's device, the data of the run operating system and applications as well as the related peripherals, 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 qualify as personal data, meaning that it is not possible to connect them to the given person, and no conclusions may be made from them regarding the given person.

20. The Service Provider is entitled to terminate the Agreement with immediate effect if the User breaches the provisions of the Agreement or the Microsoft Service Agreement. Upon termination by the Service Provider, the User shall stop using the Software immediately, and shall remove the Software from the device following termination, without delay.

21. In case the User stops using the Software, but the reason for this is not termination made by the Service Provider and he removes the Software from the device, then this shall be deemed as termination made by the User.

22. Service Provider shall reserve the right to decide on the termination of the Software, to discontinue the distribution or provision thereof, or to limit or revoke the right to use by taking into consideration the provisions of the applicable law and rules, without notifying the users; in this case the Service Provider shall not be held liable if it proceeded according to the applicable law and rules.

23. The General Terms and Conditions of the Toll Service shall apply to the effect and termination of the agreement regarding the Toll Service used with the help of the Software. The termination of the agreement on Toll Service does not result in the termination of the present Agreement.

24. By using the Software the User acknowledges 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 the User may only use it at his own risk.

25. The User acknowledges that the Service Provider shall not be liable in any way for the damage arising from using the save password function on the device, if this damage is caused by losing the device or any unauthorized person using it.

26. The Service Provider shall only be liable for such breach of agreement that is caused wilfully, with gross negligence or by a criminal act and which damages life, corporal integrity and health, and

shall not be liable for any other damages suffered in connection with the use of the Software, thus the Service Provider shall not be liable especially 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 Service Provider shall not be liable for the termination of the User's access to the Service or for the resulting damages.

27. Service Provider does not warrant that (a) the Software will fully satisfy the User's special requirements or is compatible with the User's 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. No oral or written information provided by the Service Provider or the representative thereof shall create any liability differing from or exceeding the above on the side of Service Provider.

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

29. The provisions excluding or limiting the liability of the Service Provider shall not be applicable for those responsibilities of the Bound Toll Service Provider to which the applicable law regarding the Toll Service and the provisions of the General Terms and Condition shall apply.

30. The Service Provider reserves the right to revise and modify the licensing terms regarding the Software regularly. Service Provider shall inform the User about the modification of the licensing terms on the Software interface, when the Software is used by the User the next time; the User accepts the modification of the Agreement by continuing to use the Software.

31. In the event one or more provisions of the Agreement shall be deemed invalid for any reason, such invalidity does not affect the other provisions of the Agreement.

32. 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, the User declares that in the course of using the Software he shall 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 the User's state, it is the User who shall solely be liable for the use.

33. The Agreement is concluded in Hungarian. User acknowledges that in the event Service Provider has had the Hungarian version of the Agreement 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 the User and the Service Provider. Should there be a contradiction between the Hungarian and any foreign versions of the Agreement, the Hungarian version shall apply.