

GENERAL TERMS AND CONDITIONS OF CONTRACT

**for K&H+ Service
provided by K&H Service Center**

Effective date: 11 September 2024

Date of announcement: 11 September 2024

Pursuant to Section 6.2 of the GCTC, the Company amends and supplements the provisions of the GCTC in order to implement the Parking Mobile Ticket Service.

CHAPTER I

1. Introduction

- 1.1. **K&H Csoportszolgáltató Központ Korlátolt Felelősségű Társaság**, (hereinafter: the 'Company') in cooperation with its parent company **K&H Bank Zrt.** (hereinafter: 'K&H Bank') wishes to offer a new, innovative experience to its Customers by making available various digital solutions to them.
- 1.2. **Any reference made to K&H or K&H Group in brochures, commercial communications, terms and conditions of contract, written or verbal information in connection with the Service provided by the Company and/or K&H Bank should be construed as a reference to the Company as the actual provider of the Service. In respect of the services provided under these GCTC, K&H Bank classifies as the Subcontractor of the Company.**
- 1.3. Through its K&H mobilbank service rendered to its natural person customers, K&H Bank Zrt. – under the Framework Agreement concluded between the parties and the General Terms and Conditions of Contract for K&H Bank Services Using Electronic Identification constituting an integral part thereof – offers the possibility to use several services, including those provided by the Company.
- 1.4. The provisions stipulated in these General Terms and Conditions of Contract (hereinafter: 'GCTC') shall be applied to all legal relationships between the Company and the Customer where the Company provides (or intends to provide) a Service to the Customer and/or the Customer uses (or intends to use) any Service provided by the Company.
- 1.5. Thus, these GCTC determine the conditions applicable to the use of the specific services provided by the Company via the K&H+ module of K&H mobilbank, as well as the rights and obligations of the Company and the Customer.
- 1.6. The special legal regulations and the specific provisions therein governing the various service types and applicable in the scope of these GCTC are specifically noted by the Company in the chapters pertaining to the relevant Service.

2. General data

2.1. K&H Csoportszolgáltató Központ Korlátolt Felelősségű Társaság

Company name:	K&H Csoportszolgáltató Központ Korlátolt Felelősségű Társaság [K&H Service Center Limited Liability Company] (hereinafter: the 'Company' or 'KHCSK')
Registered office:	1095 Budapest, Lechner Ödön fasor 9.
Branch office:	1095 Budapest, Lechner Ödön fasor 10.
Company registration number:	01-09-671000
Tax number:	12372443-4-43
VAT group tax number:	17780120-5-43

Phone number:	+36 1/20/30/70 335 3355
Fax number:	+36 1 328 9696
E-mail address:	bank@kh.hu

2.2. Kereskedelmi és Hitelbank Zártkörűen Működő Részvénytársaság

Company name:	Kereskedelmi és Hitelbank Zártkörűen Működő Részvénytársaság [K&H Bank Plc.]
Registered office:	1095 Budapest, Lechner Ödön fasor 9.
Branch office:	1095 Budapest, Lechner Ödön fasor 9.
Company registration number:	01-10-041043
Tax number:	10195664-4-44
VAT group tax number:	17780120-5-43
Phone number:	+36 1/20/30/70 335 3355
Fax number:	+36 1 328 9696
E-mail address:	bank@kh.hu

3. Definitions

K&H mobilbank	The banking service defined in Section 1.14 of the General Terms and Conditions of Contract for K&H Bank Services Using Electronic Identification
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Customer	any natural person, who: a) uses the K&H e-bank service provided by K&H Bank according to the General Terms and Conditions of Contract for K&H Bank Services Using Electronic Identification by way of a mobile device (K&H mobilbank), and b) concludes a contract with the Company and accepts these General Terms and Conditions of Contract as binding
Company	K&H Csoportszolgáltató Központ Korlátolt Felelősségű Társaság which – in the scope of its cooperation with K&H Bank – provides the services specified in these GCTC to the Customer via K&H mobilbank
K&H Bank	who is the Subcontractor of the Company and the party providing the K&H e-bank service according to the General Terms and Conditions of Contract for K&H Bank Services Using Electronic Identification by way of a mobile device (K&H mobilbank),
Service	all services provided by the Company to the Customer under these GCTC and made available to the Customer in the K&H+ module of K&H mobilbank of K&H Bank
Mobile device	a smartphone with internet access and running the version and type of operating system specified in the relevant Announcement, as stipulated in Section 1.52 of the General Terms and Conditions of Contract for K&H Bank Services Using Electronic Identification
Website	the website of K&H Bank at www.kh.hu
K&H+ module	the part of K&H mobilbank where the Service provided by the Company is accessible
Controlling influence	the term defined in Article 6(1)18 of the Act on Credit Institutions and Financial Enterprises (hereinafter: 'Credit Institutions Act')
EPS Global Zrt.	a 3rd party that assists in the provision of the parking service (hereinafter: the 'Supplier')

4. Using the K&H+ module of K&H mobilbank

- 4.1. The K&H+ module of K&H mobilbank is located in K&H mobilbank. K&H mobilbank and the K&H+ module can be accessed through the authentication process specified in the General Terms and Conditions of Contract for K&H Bank Services Using Electronic Identification.
- 4.2. The use of the Service in the K&H+ module of K&H mobilbank and the purchase/payment resulting therefrom takes place by signing an order after the authentication as specified in the General Terms and Conditions of Contract for K&H Bank Services Using Electronic Identification.
- 4.3. The minimum technical requirements regarding the use of K&H mobilbank and its K&H+ module are specified in Section 3.4. of the effective Announcement of K&H Bank on the bank accounts,

deposit accounts, term deposits and cash transactions of private individual customers. It is indispensable to have a smartphone with camera and internet connection for using the Service.

- 4.4. The Company and its Subcontractor ensures that the Customer can correct any error that may occur when the data are electronically recorded before making the legal statement concerning the contract.

CHAPTER II

5. Concluding the contract

- 5.1. The Contract between the Company and the Customer enters into effect when the Customer accepts these GCTC. The Company makes available through the contracting procedure its Privacy Statement. The GCTC and the Privacy Statement are displayed in the K&H+ modules of K&H mobilbank and on the Website. The Customer can use the Services of the Company provided via the K&H+ module of K&H mobilbank only after the said Contract has taken effect. According to the provisions of the Civil Code, this electronically concluded contract classifies as a contract made in writing. The Company registers the electronically concluded contract which is then accessible to the Customer in the K&H+ module of K&H mobilbank or made available by Company to the Customer at his or her request.
- 5.2. The technical steps of concluding the contract are specified in Sections 4 and 10 and the documents referred to therein.
- 5.3. The K&H+ module of K&H mobilbank ensures that any errors that may occur when the data are electronically recorded are identified and corrected before the legal statement concerning the contract is made.
- 5.4. The Company regularly updates the GCTC displayed under the General Terms and Conditions of Contract menu item on the website at www.kh.hu, from where Customer can download and store the effective version themselves. Ineffective versions are stored under archived General Terms and Conditions of Contract.
- 5.5. The Parties conclude the contract regulated in these GCTC for an undefined term. After these GCTC have been accepted and the registration is done, the contract immediately becomes effective. The Company acknowledges the Customer's legal statement concerning the contract made by electronic means by making the use of the services regulated in these GCTC possible promptly after the contract enters into effect.
- 5.6. The language of the contract is Hungarian.
- 5.7. When the Customer uses the K&H+ module of K&H mobilbank for the first time, (s)he shall accept these General Terms and Conditions of Contract as binding.
- 5.8. Pursuant to Article 19 of Government Decree no. 45/2014 (II. 26.) on the detailed rules of contracts between consumers and businesses (hereinafter: 'Government Decree no. 45/2014 (II. 26.>') by accepting these GCTC, the Customer expressly requests the Company to start the performance of the service contract before the lapse of the withdrawal and cancellation period specified in Article 20(2) of Government Decree no. 45/2014 (II. 26.).
- 5.9. **Pursuant to Article 11(1) of Government Decree no. 45/2014 (II. 26.) before entering into the distance contract, the Company provides the following pre-contractual information to customers classifying as consumers ('consumer Customer') regarding the use of the service to be provided by the Company and the distance contract to be concluded between the Company and the consumer Customer:**
 - a) **the main characteristics of the service to be provided under the contract:**

as specified in Section 11 of these GCTC.

Customers can find information concerning the key features of the services in the K&H+ module of K&H mobilbank.
 - b) **name of the Company:**

as specified in Section 2 of these GCTC.

c) postal address, telephone and fax number, email address of the registered office of the Company:

as specified in Section 2 of these GCTC.

d) postal address of the Company's place of business and the postal address of the company to which the consumer can address a complaint (if it is different from the address indicated in subsection c) above):

as specified in Section 2 of these GCTC.

e) the total price (increased with any taxes) payable for the service to be provided under the contract, or – if it is unreasonable to calculate the price in advance due to the type of the service – the method of calculation and any additional cost that occurs beyond the regular price:

as specified in Annex 1 to these GCTC.

Before using the services and authorizing the transaction, Customers can inform themselves of the gross price of the services, as well as of the convenience fee and any other additional fees and charges in the K&H+ module of K&H mobilbank. The Customer is not required to pay any fees in addition to the gross price, fees and other charges displayed before the 'Buy' button is pressed.

The total price includes all fees and charges. The Company and K&H Bank does not charge any fee for using a bankcard or other method of payment.

K&H+ module of K&H mobilbank displays the prices increased with tax in Hungarian forint, meaning that they show the gross (total) amount of the price inclusive of VAT.

In the event that the Customer is required to pay a fee to the Company for using the Service, the exact amount thereof will be displayed in the K&H+ module of K&H mobilbank during the purchase process.

f) if the contract is concluded for an undefined term or contains subscription:

The Company and the Customer concludes the contract for an undefined term which may be cancelled by either of the Parties according to the provisions stipulated in these GCTC.

g) about the fee for using the means of distance communication for the conclusion of the contract, if in connection therewith the consumer incurs charges beyond those specified by the provider of the electronic communications service in the subscription contract as being payable by the caller, or if making a phone call or sending a message involves the use of a premium rate service:

The Company does not charge a fee for the K&H+ module of K&H mobilbank application.

The fee charged by K&H Bank for the use of K&H mobilbank is specified in the effective Announcement of K&H Bank on the bank accounts, deposit accounts, term deposits and cash transactions of private individual customers.

Customers shall pay a fee to the provider of the electronic communications service for the internet connection of the mobile device used for making the purchase as specified in the subscription or other contract. The Company has no control over such a fee.

h) about the conditions of performance, with special regard to the terms of payment, delivery and deadline of performance, as well as to the method of handling complaints:

The place of purchasing the Service provided by the Company as well as the place of performing the service bought is the K&H+ module of K&H mobilbank.

Performance deadline: instantly after the purchase and the payment.

The Services cannot be transported. The purchased Service is accessible in the K&H+ module of K&H mobilbank. The service is performed automatically and instantly.

Using the payment method stipulated in these GCTC (bankcard), the Customer settles the price of the Service immediately after the payment.

The method of handling complaints is described in Section 13 of these GCTC.

i) about the deadline and other conditions for exercising the right of withdrawal and cancellation granted in Article 20 of Government Decree no. 45/2014 (II. 26.) (with special regard to the provisions of Article 22) and the statement template included in Annex 2 to the same Government Decree:

The Company also meets its obligation to provide the information below on the website at www.kh.hu.

Since the contract concluded under these GCTC classifies as a distance contract for the provision of services, and by accepting these GCTC the Customer requests the Company to start the performance of the service contract before the lapse of the withdrawal and cancellation period specified in Article 20(2) of Government Decree no. 45/2014 (II. 26.), the rules governing the Customer's right of withdrawal and termination are set out in the terms and conditions applicable to the relevant service.

The Company shall settle the amount of the refund using the same payment method which had been used by the consumer Customer for the purchase.

Consumer customers can exercise their right of withdrawal or cancellation by using the statement template included in Annex 2 to Government Decree no. 45/2014 (II. 26.) and Annex 2 to these GCTC, or by way of making an unambiguous statement to this effect.

A consumer Customer may make the statement of withdrawal in K&H mobilbank and the statement of cancellation in K&H mobilbank, K&H e-bank and via K&H TeleCenter.

A Customer classifying as consumer is not required to give reasons for making the statement of withdrawal or cancellation.

The right of withdrawal and cancellation is deemed to be exercised in due time if the statement is sent by consumer Customer to the Company before the deadline.

Pursuant to Article 22(4) of Government Decree no. 45/2014 (II. 26.) it is the responsibility of the consumer Customer to prove that (s)he had exercised the withdrawal or cancellation right in compliance with the above provisions.

j) about the consumer's obligation to bear the costs of returning the product when exercising the right granted under Article 20 of Government Decree no. 45/2014 (II. 26.) unless the company undertook to cover such costs, and – in the case of a distance contract – the prohibition of returning the product by mail:

Since the service is performed by electronic means, no cost is incurred in connection with returning the product.

- k) about the consumer Customer's obligation under Article 26 of Government Decree no. 45/2014 (II. 26.) to refund the reasonable costs of the Company if Article 13 or 19 applies and the consumer Customer exercises the right of cancellation granted in Article 20 after the commencement of performance:**

Pursuant to Article 26(1) of Government Decree no. 45/2014 (II. 26.) when exercising the cancellation right, the consumer Customer is obliged to pay a fee to the Company in proportion to the fee for the service performed until the time when the cancellation is communicated to the Company.

The proportionate amount payable by the consumer Customer is established based on the total price (increased with tax) stipulated in the Contract. If the consumer Customer proves that the sum established this way is excessively high, the proportionate amount shall be calculated based on the market value of the services performed until the cancellation of the Contract.

For the purpose of establishing the market value, the price applied by companies engaged in the same activities to the same service at the time of the conclusion of the contract shall be taken into consideration.

Pursuant to this subsection, the User shall be obliged to refund the reasonable costs of the Service Provider if the Service Provider started performance at the express prior request of the User, and the User exercises the right of cancellation after the start of performance.

- l) about the cases when – pursuant to Article 29 of Government Decree no. 45/2014 (II. 26.) – the consumer is not entitled to exercise the right under Article 20 and the circumstances when the consumer loses the right granted under Article 20:**

A consumer Customer is entitled to exercise the right of withdrawal as detailed above. Customers can exercise their cancellation right as described in Section 16 of these GTC.

- m) about the statutory obligations related to the guarantee and warranty against latent defects:**

The guarantee and warranty against latent defects are not applicable to the service of the Company.

- n) about after-sale customer and other services, and the existence and conditions of the warranty:**

Consumer customer may make inquiries concerning the services at the e-mail address and phone number indicated herein and on the website at www.kh.hu.

The tasks of the Company related to customer service are performed by K&H Bank as a subcontractor; the contact details for its customer service – K&H TeleCenter – is published on the website at www.kh.hu.

The Company has no warranty obligation under Government Decree no. 151/2003. (IX. 22.) on the statutory warranty for certain consumer durables.

- o) about the availability of the code of conduct prepared in line with the Act on the Prohibition of Unfair Commercial Practices against Consumers, and the method of requesting a copy of such a code of conduct:**

There is no code of conduct available, and therefore, the Company cannot provide a copy at request.

- p) where applicable, about the term of the contract, and the method of cancellation where the contract was concluded for an undefined term, or after the lapse of a defined term the contract is extended by an additional defined term or transforms into a contract with a defined term:**

The contract under these GCTC is concluded for an undefined term. The conditions of cancellation are stipulated in Section 16 of these GCTC.

The cases whereby – after the lapse of a defined term – the contract is extended by an additional defined term or transforms into a contract with a defined term do not apply.

- q) about the minimum duration of the consumer's obligations under the contract:**

The duration of the obligation of the consumer Customer corresponds with the duration of the Service.

- r) about the requirement of a security deposit or other financial security to be provided by the consumer at the request of the company, and the conditions thereof:**

Should such a requirement arise in connection with the use of the Service, it is set out in the detailed rules of the relevant Service.

- s) about the operation of the digital data content and the applicable technical safeguards:**

K&H Bank as the subcontractor of the Company ensures that the necessary protective measures are implemented, maintained and regularly upgraded in respect of K&H mobilbank and its K&H+ module, and the servers operated thereby as required under the applicable legal and regulatory requirements.

- t) about the compatibility of the digital data content with the hardware and software, as can be reasonably expected to be known to the company:**

The operational systems and mobile devices suitable for displaying K&H mobilbank and its K&H+ module are specified in the effective Announcement of K&H Bank on the bank accounts, deposit accounts, term deposits and cash transactions of private individual customers.

- u) about the possibility to recourse to out-of-court methods for handling complaints and alternative dispute resolution schemes obligatory to the company, whether pursuant to the law or its own decision, as well as access thereto:**

The method of handling complaints and the fora available for consumer Customer for the resolution of disputes are specified in Section 13 herein.

- v) about the possibility to refer the case of an arbitration board, the name and the postal address of the seat of the arbitration board competent at the place of the registered office of the company:**

The information about the possibility to refer the case of an arbitration board, the name and the postal address of the seat of the arbitration board competent at the place of the registered office of the company are specified in Section 13 herein.

6. Publication of the GCTC and the modification of the terms of the contract

6.1. In order to enable its Customers to inform themselves, the Company makes these GCTC public by posting them on the website at www.kh.hu. Upon request, Customers can also receive these GCTC in a printed form free of charge.

6.2. The Company expressly reserves the right – and the Customer acknowledges this right – to insert new provisions in the GCTC upon the introduction of a new or extended service, and to unilaterally

modify the provisions in the effective GCTC upon and to the extent required by a business policy decision, or a change in the procedures or operational processes of the Company, or a change in the risk related to the service or the Customer; including the pre-contractual information specified in Section 5 of these GCTC and provided pursuant to Government Decree no. 45/2014 (II. 26.).

- 6.3. If the Company modifies the provisions of these GCTC unfavourably for the Customer, it will publish the modification on the website at www.kh.hu at least 15 (fifteen) days before the modification enters into effect.
- 6.4. If a Customer refuses to accept the modification made accessible to him or her in a manner specified above, the Company regards it as the cancellation of the Contract between the Customer and the Company with the effect of the effective date of the modification. In such a case the Company and the Customer shall settle accounts with each other, fully pay their debts and give instructions concerning their receivables, as the case may be, no later than until the end of the cancellation period. If the Customer raises no objection to the modification in writing until the effective date thereof, the modification shall be regarded accepted.
- 6.5. In the event that the modification of the GCTC is not unfavourable, including the extension of the scope of services available in the K&H+ module, the Company advises the Customers thereof on the website at www.kh.hu on the working day preceding the effective date.
- 6.6. The Company shall also publish the modification of these GCTC in the K&H+ modules of K&H mobilbank, and the Customer shall verify that (s)he has read it by way of repeatedly accepting the GCTC.

7. Using a subcontractor

- 7.1. The Company is entitled to use a third-party contributor (sub-contractor) during the provision of the Services and the execution of the orders.
- 7.2. The Company shall be responsible for the actions of the selected contributor in the same manner as if it has acted itself.
- 7.3. **Pursuant to Article Act 7(3) p) of the Credit Institutions Act, in respect of the Services provided under these GCTC, K&H Bank classifies as the subcontractor of the Company.**

8. Data processing and protection of secrets

- 8.1. Pursuant to Article 164/B of the Credit Institutions Act, provided that the conditions set out below are satisfied and the client did not file a restrictive or prohibitive statement, the obligation of confidentiality concerning the processed personal data of the Customer, and furthermore, the obligation to keep bank secrets and business secrets will not apply to K&H Bank and the Company (operating as an undertaking controlled by K&H Bank) in their dealings, since K&H Bank and the Company (operating as an undertaking controlled by K&H Bank) conduct activities which are related to facilitating the access of customers to cashless digital payment services, and their data processing operations are performed in the interest of setting up customer relations in that context of services. In the event that the service provided by the Company in the K&H+ module is not related to activities related to facilitating customer access to cashless digital payment services, or if the provision of the Service involves the transfer of data to third parties, the use of the Service is subject to the Customer's consent to the transfer of data.
- 8.2. K&H Bank and the Company (operating as an undertaking controlled by K&H Bank) shall be allowed to exchange the personal data of Customers they process, as well as the data classified as bank secrets and data classified as business secrets to the extent required in connection with their operations and for the provision of their services, and the data processors participating in such joint data processing shall be permitted to transmit to each other such data directly with a view to allowing access to their individual services, and to process the data thus received during the time period of the establishment and existence of customer relationships in accordance with the provisions set forth in these GCTC.

- 8.3. K&H Bank and the Company (operating as an undertaking controlled by K&H Bank) shall be allowed to interact with each other's Customers using the data they obtained as data processors participating in such joint data processing operations based on mutual data transfers without having to conclude a separate agreement, provided however that they shall be obliged to follow the purpose limitation principle and comply with the provisions in these GCTC.
- 8.4. The Customer shall be entitled to restrict or prohibit data transfer by means of an explicit statement.
- 8.5. The Customer may submit a statement on restricting or prohibiting data transfer via K&H mobilbank, K&H e-bank and K&H TeleCenter.
- 8.6. In the event that a Customer restricts or prohibits the data transfer described above by way of a statement, (s)he can no longer use the services provided by the Company, since data transfer between the Company and K&H Bank and joint data processing are the prerequisite for providing such services.
- 8.7. The statement of the Customer on restricting or prohibiting data transfer between the Company and K&H Bank and joint data processing is regarded as the termination of the contract, given that the Company and its subcontractor cannot perform its obligations thereunder without transferring data.
- 8.8. For information concerning the personal data processed in the K&H+ module of K&H mobilbank, please visit www.kh.hu where a Privacy Statements pertaining specifically to K&H+ Service is available to our customers.

CHAPTER III

9. Services

- 9.1. The Company may, at its own discretion, unilaterally change the Services accessible in the K&H+ module of K&H mobilbank, and introduce new Services. The Company will notify the Customers of the availability of new Services in the K&H+ module of K&H mobilbank or the modification of existing Services in the K&H+ module of K&H mobilbank and on the website at www.kh.hu.
- 9.2. Customers can access the new Services when updating their K&H mobilbank.
- 9.3. The Services described in these GCTC are only available to a Customer who
 - a) is a customer of K&H Bank,
 - b) concluded the Framework Agreement with K&H Bank and the Contract for K&H Bank Services Using Electronic Identification
 - c) has downloaded and activated K&H mobilbank,
 - d) accepts these General Terms and Conditions of Contract as binding and acknowledges the Privacy Statement associated with the Service.
- 9.4. At present, the following Services of the Company are available in the K&H+ module of K&H mobilbank:
 - a) **Purchase of Transport Mobile Ticket**
 - b) **Purchase of Parking Mobile Ticket**

10. Using the Service

- 10.1. After logging in K&H mobilbank, the Customer opens the K&H+ module under the Services tab.
- 10.2. During the first session, the Customer:
 - a) accepts these General Terms and Conditions of Contract as binding,
 - b) may get familiar with the Privacy Statement.

11. Services available in the K&H+ module

11.1. Sale of the Transport Mobile Ticket and its purchase by the Customer

For the purposes of this Chapter, the following definitions apply:

Act	Act CXLV of 2020 on the Unified Electronic Sale of Certain Public Services
Government Decree	Government Decree no. 667/2020 (XII. 28.) on the implementation of the Act on Unified Electronic Sale of Certain Public Services
Transport Mobile Ticket	The Company sells the Transport Mobile Tickets specified in these GCTC. The Transport Mobile Ticket is the ticket needed to use the passenger transport service defined in Article 1 da) and db) of the NMFR Act. What it means in practice: ordinary tickets, daily passes, passes (whether sold at a regular or a special price) for local passenger transport services
NMFR and NMFSZ	The national mobile payment system and Nemzeti Mobil Fizetési Zrt. designated as its operator. Pursuant to Article 9(2) of the Act, until the commencement date of the provision of the services specified in the concession contract to be concluded at a later date, the unified national mobile payment system shall be operated by the organisation specified in the provisions of the previous Act (Act CC 2011) in force on 31 December 2020, applying the provisions of the previous Act and its implementation Government Decree in force on 1 January 2021. On the commencement date of the provision of the services specified in the future concession contract, all rights and obligations of the national mobile payment organisation arising from its reseller contracts and service contracts concluded under the Act and the Government Decree and in effect on the commencement date of the provision of the services specified in the concession contract shall be transferred to the operator under the Act.
Transport Company, Service Provider	The Service Providers named on the webpage (nemzetimobilfizetés.hu) of NMFSZ

11.1.1 For the purpose of selling the Transport Mobile Ticket, the Company is considered as a reseller of NMFSZ which is entitled to sell Transport Mobile Tickets pursuant to a reselling contract concluded with NMFSZ.

11.1.2. 'Transport Mobile Ticket' means the electronic transport ticket necessary for using the passenger transport services defined in Article 2 c) of Act CC of 2011 on the National Mobile Payment System.

11.1.3. The Company shall publish the purchase price of the Transport Mobile Tickets available through the K&H+ module of K&H mobilbank in the Announcement inserted in Annex 1 to these GCTC. The Company is entitled to modify the scope of available Transport Mobile Tickets and/or to discontinue the sale of certain Transport Mobile Tickets and start the sale of new Transport Mobile Tickets at any time; such modifications will be made public by the Company in the Announcement inserted in Annex 1 to these GCTC and by posting these GCTC on the website.

11.1.4. In order to purchase Transport Mobile Tickets, the Customer shall conclude a contract with the Company according to the terms set forth in these GCTC. The Customer can buy Transport Mobile Tickets via the K&H+ module of K&H mobilbank, and make a payment by choosing one of the payment methods offered there.

11.1.5. In consideration for the purchase of a Transport Mobile Ticket, the Customer shall pay the fee for the Transport Mobile Ticket to the Company, and as a result, the Customer becomes entitled to use the transport service.

11.1.6. A Transport Mobile Ticket may be used in public areas covered by NMFSZ.

11.1.7. In order to buy a Transport Mobile Ticket, the Customer shall provide the following data via the K&H+ module of K&H mobilbank:

- name of the city/town
- type of the Transport Mobile Ticket
- start of validity of the Transport Mobile Ticket
- where applicable, the type of document suitable for identification purposes / the type of document entitling the holder to a discount
- where applicable, the number of document suitable for identification purposes / the number of document entitling the holder to a discount
- invoicing details

11.1.8. The Transport Mobile Ticket cannot be purchased if any of the above data is missing.

11.1.9. On each occasion, the Customer can only buy one piece of Transport Mobile Ticket.

11.1.10. The Customer is required to provide the above data correctly and as indicated in the selected document type. The Company will not verify the provided data. The Customer shall be solely responsible for ensuring that the data provided are accurate, correct, adequate and complete.

11.1.11. The conditions of eligibility to, and using the various types of Transport Mobile Ticket and the rules of using discounted Transport Mobile Tickets, the list of means of transport where a Transport Mobile Ticket can be used, and the conditions of time-based or other validity of a Transport Mobile Ticket are stipulated in the regulation and general terms and conditions of contract of the Transport Company (Service Provider) affected by the Transport Mobile Ticket; the Customer shall duly inform themselves of these regulations and conditions before making the purchase.

11.1.12. The process of buying a Transport Mobile Ticket

When buying local tickets and passes via the K&H+ module of K&H mobilbank, the Customer

- a) selects the type of Service (local tickets and passes)
- b) selects the city/town (for instance: Budapest or Tatabánya)
- c) selects the category of the Transport Mobile Ticket (for instance: full price passes, discount passes, etc.),
- d) selects the type of the Transport Mobile Ticket (for instance: monthly Budapest pass for natural persons),
- e) taps on the 'Purchase' button,
- f) selects the starting time of the validity of the Transport Mobile Ticket (year, month, day, hour, minute),
- g) where appropriate, provides the identity card data,
- h) indicates whether (s)he requests a VAT invoice on the purchase,
- i) where appropriate, provides the details required for issuing a VAT invoice (name, address, tax number of the buyer, in certain cases – if the company is a member of a VAT group – the group VAT number),
- j) taps on the 'Buy' button,
- k) selects the bankcard (s)he intends to use for payment and approves the payment transaction by using a payment method installed in K&H mobilbank.

11.1.13. Validity

Where the validity date of a Transport Mobile Ticket is indicated as "promptly", it can typically be used for travelling after the lapse of maximum 2 minutes following the time of the purchase at the earliest.

The Customer shall be solely responsible for ensuring that the provided starting time of the validity is accurate, correct and adequate; the Company cannot modify the provided start of validity subsequently.

As required under the General Terms and Conditions of Contract for K&H Bank Services Using Electronic Identification, before the expiry of the validity, K&H Bank, as the subcontractor of the Company sends a push message to the Customer, with the following content: "Your Transport Mobile Ticket/Pass will expire as follows..."

11.1.14. Successful purchase

The Customer shall be solely responsible for buying the appropriate Transport Mobile Ticket. In particular, the Company shall not be liable for whether the Customer has bought the appropriate Transport Mobile Ticket, whether the Customer meets the eligibility criteria for a discount Transport Mobile Ticket, whether the Customer is entitled to purchase the selected Transport Mobile Ticket, and whether the Customer uses the purchased Transport Mobile Ticket lawfully and in accordance with the terms and conditions of contract of the Transport Company.

The Company excludes its liability for any fine, penalty, other payment obligation and sanction imposed on the Customer due to the violation of these rules.

The Customer is required to purchase the Transport Mobile Ticket before the travel; a Transport Mobile Ticket bought during or after the travel does not retroactively create a right to travel, and therefore, travelling with a subsequently purchased Transport Mobile Ticket is considered illegal and may be subject to a penalty fare, for which the Company undertakes no liability. The Customer may only start the travel upon receiving the notification concerning the successful purchase of the Transport Mobile Ticket; the Company shall not be held liable for the legal consequences of travelling without the confirmation of the successful purchase.

11.1.15. Accessing the purchased Transport Mobile Ticket

After a successful purchase, the Transport Mobile Ticket will be automatically displayed in the 'Valid tickets and passes' menu item. Transport Mobile Tickets with a later validity date will show in the 'Not yet valid tickets and passes' menu item.

Tickets which have expired or not validated yet are also accessible in the K&H+ module of K&H mobilbank.

Expired and used tickets are accessible in the 'History' menu item of the K&H+ module.

The purchased Transport Mobile Tickets are assigned to the mobile device which was used by the Customer for purchasing them via the K&H+ module of K&H mobilbank. In the event that the device is replaced or the K&H mobilbank application is reinstalled (or the settings of the mobile device are changed to a similar effect) the Transport Mobile Ticket may only be transferred to the new device or application in an unlimited number if they are not valid yet. Already valid Transport Mobile Tickets can only be transferred to the new device or application in a limited number. After transferring the limited number of Transport Mobile Tickets, the Customer can contact the Transport Company to indicate his or her intent to transfer an additional number of Transport Mobile Tickets.

The Customer is not entitled to transfer a Transport Mobile Ticket to the user account of any other K&H mobilbank user.

The Customer is not entitled to transfer a Transport Mobile Ticket to an application developed and provided by another service provider. Neither the Company nor K&H Bank provides the technical background for such a transfer.

11.1.16. Unsuccessful purchase

If the Company is unable to purchase the Transport Mobile Ticket and re-sell and make it accessible to the Customer for technical reasons, even though the Customer initiated and effected a payment, it will make the amount of the performed payment transaction (debit) available (credit) to the Customer, approximately within 1-3 working days.

11.1.17. The Customer's right of withdrawal and cancellation relating to the Service

Before tapping on the 'Buy' button the Customer is entitled to quit the purchase of the Transport Mobile Ticket purchase at any time without incurring any obligation.

If a consumer Customer initiates the redemption of the Transport Mobile Ticket, typically within a maximum of two minutes after purchase or before the start of its validity period, the Customer can make a redemption/withdrawal statement by clicking on the 'redeem' tab in the K&H+ module of K&H mobile bank.

The Customer is entitled to redeem a successfully purchased Transport Mobile Ticket typically within a maximum of two minutes after the time of the successful purchase (i.e., *may withdraw from the contract*).

If a specific Transport Mobile Ticket has a validity period, it can be redeemed at any time before its validity starts (*the Customer may withdraw from the contract*).

If a Transport Mobile Ticket has no validity period, the validity is considered to start immediately, and the Transport Mobile Ticket can only be redeemed during the 2-minute period.

When a Transport Mobile Ticket is redeemed, the total amount of its purchase price and the costs incurred by the consumer Customer – without deducting any fees or charges – shall be refunded to the Customer.

11.1.18. Special provisions related to issuing the invoice

Normal and special condition Transport Mobile Tickets invoices will be issued to both natural and non-natural persons. Accordingly, Customers are required to provide their billing details in order to use the service.

Transport Mobile Tickets including social policy fare subsidy may not be invoiced to non-natural persons.

The resale of Transport Mobile Tickets is classified as a mediated service by subsection 1 of Article 3(4) of Act C of 2000 on Accounting and the fact of mediation is clearly indicated in the invoice.

11.1.19. Complaints and observations

Complaints and observations regarding the sale of Transport Mobile Tickets are responded to in merit by the party competent in the case:

- a) NM Zrt. (NMFSZ),
- b) the Service Provider and
- c) the Company, and the Bank as the Reseller's Subcontractor

11.2. Sale of the Parking Mobile Ticket and its purchase by the Customer

For the purposes of this Chapter, the following definitions apply:

Act	Act CXLV of 2020 on the Unified Electronic Sale of Certain Public Services
Government Decree	Government Decree no. 667/2020 (XII. 28.) on the implementation of the Act on Unified Electronic Sale of Certain Public Services
Parking Mobile Ticket	The Company sells the Parking Mobile Tickets specified in these GCTC, which are suitable for the use of the public waiting (parking) service defined in Article 1 a) of the Act. What it means in practice: electronically sold parking tickets (permits) valid for different time periods.
NMFR and NMFSZ	The national mobile payment system and Nemzeti Mobil Fizetési Zrt. designated as its operator. Pursuant to Article 9(2) of the Act, until the commencement date of the provision of the services specified in the concession contract to be concluded at a later date, the unified national

	mobile payment system shall be operated by the organisation specified in the provisions of the previous Act (Act CC 2011) in force on 31 December 2020, applying the provisions of the previous Act and its implementation Government Decree in force on 1 January 2021. On the commencement date of the provision of the services specified in the future concession contract, all rights and obligations of the national mobile payment organisation arising from its reseller contracts and service contracts concluded under the Act and the Government Decree and in effect on the commencement date of the provision of the services specified in the concession contract shall be transferred to the operator under the Act.
Parking Company, Service Provider	The Service Providers named on the webpage at nemzetimobilfizetés.hu
Convenience fee	The fee charged in addition to the Mobile Payment Product fee, which is payable by the Customer to the Company for the option to purchase the Mobile Payment Product

11.2.1. For the purpose of selling the Parking Mobile Ticket, the Company is considered as a reseller of NMFSZ which is entitled to sell Parking Mobile Tickets pursuant to a reselling contract concluded with NMFSZ. In all cases, personal data will be transferred to the NMFSZ in an anonymised form, unless this is not feasible due to the nature of the process. In the contract concluded with the Company, the NMFSZ has agreed that it will process and store the data in accordance with the GDPR.

11.2.2. The Company has the right to change the available Parking Zones at any time, to discontinue sales for certain Parking Zones at any time, and to start sales for a new Parking Zone. For viewing the currently available parking zones, click [here](#).

11.2.3. In order to purchase Parking Mobile Tickets, the Customer shall conclude a contract with the Company according to the terms set forth in these GCTC. The Customer can buy Parking Mobile Tickets via the K&H+ module of K&H mobilbank, and make a payment by choosing one of the payment methods offered there.

11.2.4. In consideration for the purchase of a Parking Mobile Ticket, the Customer shall pay to the Company the fee for the Parking Mobile Ticket and the convenience fee established by K&H Bank. The convenience fee shall be made public by the Company in the Announcement inserted in Annex 1 to these GCTC. After the payment of the fees, the Customer becomes entitled to use the Parking Service. The Company reserves the right to change the convenience fee; in such a case, this must be set out in the GCTC in force 15 days prior to the change.

11.2.5. A Parking Mobile Ticket may be used in all parking zones covered by NMFSZ in public areas (on-street), as well as in all garage (off-street) parking spaces provided by NMFSZ.

11.2.6. In order to buy a Parking Mobile Ticket, the Customer shall provide the following data via the 'Parking Mobile Ticket' interface in the K&H+ module of K&H mobilbank:

On street (parking in public areas)	<ul style="list-style-type: none"> • parking zone code • GPS-based partial or precise location (optional) • planned duration of parking • data of the vehicle (plate number, IVR code, type of vehicle) • invoicing details • bankcard to be used for paying for the parking transaction
Off-street	

(garage parking in non-public areas)	<ul style="list-style-type: none"> • parking zone code • ticket number (the number on the parking ticket issued at the barrier arm, optional) • data of the vehicle (plate number, IVR code, type of vehicle) • invoicing details • bankcard to be used for paying for the parking transaction
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11.2.7. The Parking Mobile Ticket cannot be purchased if any of the above data is missing, except for those marked above as being optional.

11.2.8. Although the Customer can only buy one piece of Parking Mobile Ticket at a time, it is possible to have more than one valid Parking Mobile Tickets simultaneously.

11.2.9. The Customer is required to provide the above data correctly. The Company will not verify the provided data. The Customer shall be solely responsible for ensuring that the data provided are accurate, correct, adequate and complete. The Customer may record up to 10 vehicles and invoicing data in the 'K&H+ Settings' menu item of K&H+ mobilbank. The saved data can be updated and modified later on, during the term of the contract.

11.2.10. The process of buying a Parking Mobile Ticket

in the case of parking in public area ("on street" parking):

1. The Customer selects the 'On-street parking' menu item in the K&H+ module of K&H mobile bank
2. selects the parking zone with the help of the zone code or location
3. sets and provides the appropriate parking parameters (planned duration of parking, vehicle data and invoicing details)
4. taps on the 'Payment' button which takes the Customer to the card selection screen where the card preferred for payment can be chosen
5. before pressing the 'Sign' button, the Customer checks the details of the planned transaction on the summary screen, then approves the payment transaction by using a payment method installed in K&H mobilbank, and thus starts the parking session.

in the case of garage (off-street) parking:

1. The Customer selects the appropriate parking zone
2. enters the ticket number or confirms the amount calculated by NMFR based on the plate number
3. taps on the 'Payment' button which takes the Customer to the card selection screen where the card preferred for payment can be chosen.
4. before pressing the 'Sign' button, the Customer checks the details of the planned transaction on the summary screen, then approves the payment transaction by using a payment method installed in K&H mobilbank, and thus starts the parking session.

11.2.11. Validity

The validity of the Parking Mobile Ticket is set by the customer for each parking transaction within the limits specified. The shortest parking session is 15 minutes, and the parking fee calculated for this period will be charged even if the Customer ends the parking session earlier.

The maximum duration of parking varies from zone to zone and is set by the parking zone operator. The zone operator can also announce different charging periods for each parking zone. The Company has no control either over the maximum duration of parking or the individual characteristics of zones (price, zone boundaries, chargeable period, free sports within the zone, etc.).

The starting date of the validity period is always the date of successful payment of the fee, it is not possible to start the parking session later. An exception to this is if the ticket is purchased outside the chargeable period in the K&H + application. In such a case, the parking service will automatically start at the beginning of the chargeable period and the Customer will be notified thereof in a push message.

As required under the General Terms and Conditions of Contract for K&H Bank Services Using Electronic Identification, before the expiry of the validity, K&H Bank, as the subcontractor of the Company sends a push message to the Customer, with the following content: "Your Parking Mobile Ticket will expire as follows: ..."

The parking session ends after the expiry of the validity period specified when the Parking Mobile Ticket is purchased. The Customer can also stop the parking session manually by clicking on the 'Stop' button under the Parking Mobile Ticket menu in K&H+. In case of a manual stop, the amount paid will be refunded proportionally.

11.2.12. Successful purchase

It is the sole responsibility of the Customer to ensure that the Parking Mobile Ticket purchased and the duration of the parking session are correctly selected. the Company shall not be liable for whether the Customer has bought the appropriate Parking Mobile Ticket, whether the Customer meets the eligibility criteria for a discount Parking Mobile Ticket, whether the Customer is entitled to purchase and use the selected Parking Mobile Ticket, and whether the Customer uses the purchased Parking Mobile Ticket lawfully and in accordance with the terms and conditions of contract.

The Company excludes its liability for any fine, penalty, other payment obligation and sanction imposed on the Customer due to the violation of these rules.

The Customer is required to purchase the Parking Mobile Ticket before parking, a Parking Mobile Ticket bought during or after parking does not retroactively create a right to park, and therefore, parking with a subsequently purchased Parking Mobile Ticket is considered illegal and may be subject to a penalty, for which the Company undertakes no liability. In the case of parking in a public area, the Customer may only start parking upon receiving the notification concerning the successful purchase of the Parking Mobile Ticket; the Company shall not be held liable for the legal consequences of parking without the confirmation of the successful purchase. In the case of garage parking, the Customer has the option to pay the Parking Mobile Ticket at the end of the parking session as an alternative to paying retroactively at the parking machine.

11.2.13. Accessing the purchased Parking Mobile Ticket

After a successful purchase, the Parking Mobile Ticket will be automatically displayed in the 'Active parking' menu item (shown at the top of the screen) of the Parking Mobile Ticket menu in K&H+. All valid parking tickets are displayed under this menu item.

Parking transactions that have already expired or stopped are also accessible in the 'History' menu of the K&H+ module of K&H mobilbank.

The Customer is not entitled to transfer a Parking Mobile Ticket to the user account of any other K&H mobilbank user.

The Customer is not entitled to transfer a Parking Mobile Ticket to an application developed and provided by another service provider. Neither the Company nor K&H Bank provides the technical background for such a transfer.

11.2.14. Unsuccessful purchase

If the Company is unable to provide the Parking Mobile Ticket for technical reasons, even though the Customer initiated and effected a payment, it will make the amount of the performed payment transaction (debit) available (credit) to the Customer, approximately within 1-3 working days.

11.2.15. The Customer's right of withdrawal and cancellation relating to the Service

Before tapping on the 'Buy' button, the Customer is entitled to quit the purchase of the Parking Mobile Ticket purchase at any time without incurring any obligation.

After a successful purchase, a Parking Mobile Ticket may be redeemed within 1 minute by stopping the parking transaction in the 'Active parking' menu item. In this case, the parking

transaction will be stopped and the full amount paid will be released. After the lapse of 1 minute, there is no possibility of a full refund of the amount paid.

In the event of a successful redemption as set out in the previous paragraph, the Customer will receive a full refund of the purchase price of the Parking Mobile Ticket, without any fees or charges being deducted.

11.2.16. Special provisions related to issuing the invoice

Normal and special condition Parking Mobile Tickets invoices will be issued to both natural and non-natural persons. Accordingly, Customers are required to provide their billing details in order to use the service.

The resale of Parking Mobile Tickets is classified as a mediated service by subsection 1 of Article 3(4) of Act C of 2000 on Accounting and the fact of mediation is clearly indicated in the invoice.

12. Provisions relating to payment

12.1. The Customer pays for the Services used via the K&H+ module of K&H mobilbank by bankcard.

12.2. Errors occurring in the payment process can be reported via K&H mobilbank, K&H e-bank and the K&H TeleCenter.

12.3. Customers can request an invoice regarding their purchases made via the K&H+ module of K&H mobilbank as follows:

12.3.1. The Company only issues invoices to companies with a valid tax number registered in Hungary.

12.3.2. The Company does not issue invoices in English.

12.4. Invoices are accessible at and can be downloaded from the screen showing the purchase details. Invoices are accessible under and can be downloaded at any time from the 'History' menu item in the K&H+ module of K&H mobilbank.

If, for any reason, the invoice is not available under the above-mentioned menu, the Customer will find it uploaded to the e-Tár (e-library). Information on the upload will be sent in the form of a push-notification.

12.5. The Company provides the possibility to save invoicing data in order to facilitate.

12.6. The Company generates invoices electronically and issues them as electronic invoices.

12.7. If an invoice is erroneous, the Company or its Subcontractor contacts the Customer to obtain the accurate customer data.

12.8. Customers may request the modification of their VAT invoices issued earlier. In these cases, only the customer data (customer name, address, tax number) in the invoice may be modified. Other invoice components (e.g. product purchased, amount invoiced) may not be modified. When submitting their request, Customers shall provide the identifier of the original invoice or transaction.

12.9. Customers can indicate their invoice modification request via the K&H mobilbank, K&H e-bank or by phone.

CHAPTER IV

13. Complaint handling, arbitration, equity

Complaint handling

13.1. The detailed rules of complaint handling are contained in K&H Bank's Complaint Handling Regulation accessible at the internet webpage <https://www.kh.hu/panaszkezeles>.

13.2. Complaints regarding the Company's conduct, activity or negligence in direct connection to the provision of the Service to the Customer by the Company or by K&H Bank acting in the Company's interest or for the Company's benefit may be communicated to the Company verbally or in writing.

13.3. The Company's complaint handling responsibilities are performed by K&H Bank as the Company's Subcontractor.

- 13.4. Verbal complaints are investigated and if necessary, remedied by the Company immediately. If the Customer does not agree with the way the complaint is handled, or if the immediate investigation of the complaint is not possible, the Company promptly prepares a report of the complaint and its position regarding it, and - if the complaint is communicated by the Customer in person - hands over a copy of the report to the Customer on the spot. If a verbal complaint is communicated on the telephone, the Company sends its report to the Customer with its substantive response at the latest.
- 13.5. The Company must assign an individual identification number to each verbal complaint communicated on the telephone.
- 13.6. The Company issues its written and reasoned response in merit to written complaints in thirty days from their receipt, and arranges for its communication to the Customer.
- 13.7. The Company keeps reports regarding complaints and the copies of its response in merit on its records for five years.
- 13.8. In case a complaint is rejected, the Customer
 - a) may turn with their complaints to the district government office with regional competence at their domicile, while in consumer protection cases the authority of second instance is the Pest County Government Office. Guidance regarding which district office is regionally competent at a Customer's domicile can be found at jarasinfo.gov.hu, or
 - b) in case of consumer disputes, Customers may initiate an arbitration procedure with the arbitration body regionally competent at their domicile. If no such arbitration body exists, the arbitration procedure can be initiated with the Budapest Arbitration Body of the Budapest Chamber of Commerce and Industry regionally competent at the company's registered office (1016 Budapest, Krisztina krt. 99. III. em. 310. Mailing address: 1253 Budapest, Pf.: 10.)
- 13.9. Pursuant to article 14 of Regulation (EU) No 524/2013, Customers may also initiate a procedure regarding their dispute with the Company via the online dispute resolution platform accessible at the following link:
<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=HU>
- 13.10. Complaints regarding bankcard payment may be submitted in compliance with K&H Bank's Complaint Handling Regulation, accessible at <https://www.kh.hu/panaszkezeles>.
- 13.11. In the case of certain Services, specific rules may apply to giving a response on the merit of complaints and observations certain Services, the provisions applicable to the Service may contain specific rules. Customers may submit their complaints and observations to any of the above three actors. The complaint or observation is transferred to the competent actor if this is required to speed up action, and if the Customer explicitly requests this.

Arbitration

- 13.12. According to Article 18 of Act CLV of 1997 on Consumer Protection (hereinafter: 'Consumer Protection Act') a consumer Customer may turn to an arbitration board in order to resolve a consumer dispute out of court. It is the task of the arbitration board to seek an arrangement between the parties in order to resolve the consumer dispute; should such an attempt fail, the arbitration board makes a simple, fast, effective and cost-efficient decision in order to enforce the rights of the consumer. At the request of the consumer or the company arbitration board gives advice regarding the rights and obligations of the consumer.
- 13.13. The following is considered a 'consumer dispute': a dispute between the consumer and the business related to the conclusion or performance of a sales and purchase or service contract, and, if the consumer and the business does not sign a separate sales and purchase or service contract a, disputes related to the quality, safety of the product, the application of product liability rules and the quality of the service.
- 13.14. Article 27 of the Consumer Protection Act makes it a precondition for the commencement of the procedure of the arbitration board that the consumer should first attempt to resolve the dispute directly with the affected company.

- 13.15. Pursuant to Article 28 of the Consumer Protection Act, the arbitration board starts its procedure at the request of the consumer. The request shall be submitted to the chairperson of the arbitration board in writing.
- 13.16. According to Article 20 (1) of the Consumer Protection Act, the arbitration procedure shall be conducted by the arbitration board competent at the domicile or place of stay of the consumer Customer.
- 13.17. Details of the arbitration board competent at the place of the registered office of the Company: Budapest Arbitration Board, 1016 Budapest, Krisztina krt. 99. mailing address: 1253 Budapest, Pf.: 10., Phone number: (06 1) 488 2131, e-mail address: bekelteto.testulet@bkik.hu.
- 13.18. The Company calls the attention of the consumer Customer that complaints related to payments, and thus, to financial services, should be filed with K&H Bank.
- Pursuant to Act CXXXIX of 2013 on Magyar Nemzeti Bank (National Bank of Hungary), in the case of a complaint concerning financial services a consumer Customer may turn to Magyar Nemzeti Bank, and in the case of a financial consumer dispute to the Financial Arbitration Board. For further information, please refer to the Complaint Handling Regulation of K&H Bank posted on the website at www.kh.hu.

Equity

- 13.19. When issuing Transport Mobile Tickets on the basis of equity and cancelling them after the start of their validity period, the Company cooperates with the Transport Company via NM Zrt and also forwards to the Transport Company all relevant conditions it is aware of. Decisions on equity are made by the Transport Company.
- 13.20. Equity may apply to the:
- a) full value of the originally purchased Mobile payment product – i.e. its full price may be credited
 - b) a part of the value of the originally purchased Mobile payment product – i.e. a part of the original price may be credited.
- 13.21. Customers are informed about equity decisions by the Company.

CHAPTER IV

14. Copyright

- 14.1. K&H mobilbank and its module “K&H+”, the related software, documentation, source and object codes, graphical, textual and other materials, including the www.kh.hu webpage and the K&H logo are intellectual property protected by Act LXXVI of 1999, regarding which K&H Bank holds exclusive ownership and intellectual property rights.
- 14.2. Pursuant to its agreement with the Company, K&H Bank provides utilisation right to the Company over the K&H+ module of K&H mobilbank.
- 14.3. Any use or the permission of any use of the content described in Section 14.1 is strictly prohibited without K&H Bank’s prior written consent.
- 14.4. The Customer shall not implement measures and shall not engage in behaviour that violates and/or endangers the property or other rights of K&H Bank and of the Company over the intellectual property or through which measures or behaviour the Customer may acquire any right over the K&H+ module of K&H mobilbank, except for the restricted utilisation right defined in the General Terms and Conditions of Contract for K&H Bank Services Using Electronic Identification.

15. Liability

- 15.1. The Customer shall make sure that the mobile device is charged and that the mobile data connection is functional. If in the absence of either of the above the Customer is unable to present for inspection the Transport Mobile Ticket purchased, the Customer shall be held liable.
- 15.2. While using the Service, the Customer shall provide their data in a truthful manner and shall promptly - but in 15 days at the latest - inform the Company of any changes in these data.
- 15.3. The Company excludes its liability for damages arising from the provision of deficient, erroneous or false data, yet may at the same time seek damages from the Customer for losses suffered as a result of the above. Customers may check and modify their data at any time. If data is modified, data for services already used (e.g. Transport Mobile Tickets purchased) do not change. The Company is entitled to erase obviously erroneous or false data, and when in doubt is entitled to verify the Customer's authenticity.
- 15.4. The Company reserves the right to reject the provision of the Service, thus especially when the data provided are false or deficient, and/or if the suspicion of any abuse arises concerning the data provided.
- 15.5. If the Company is informed that the Customer violates these GCTC or the rights of any third person, or uses the Service in breach of legislation, or in order to use the Service provides the personal data of a different person or a person who does not exist, or provides false, untrue data, or violates the provisions regulating the use of K&H mobilbank, the Company is entitled to promptly cancel its agreement with the Customer and inform K&H Bank of this breach of contract.
- 15.6. The personal data provided in the course of using the service are not public and are not accessible by third parties.
- 15.7. While using the Service, the Customer shall observe the rules governing the use of the K&H mobilbank set forth in the General Terms and Conditions of Contract for K&H Bank Services Using Electronic Identification.
- 15.8. If these GCTC or legislation do not exclude or restrict the Company's liability, the Company shall be liable to reimburse any damage caused to the Customer by violating these GCTC, but the Company is only liable to reimburse other damage caused to the Customer's assets or the loss of financial advantages by the Customer to the degree the Customer is able to prove that the loss could have been anticipated as a potential consequence of the violation of the Contract at the time when the Contract was concluded. The Company shall be liable especially for the damages caused to the Customer by the breakdown, outage or non-function of the K&H mobilbank and/or its K&H+ module.
- 15.9. The Company is not liable for damages caused by circumstances beyond the Company's control that could not be anticipated at the time of the conclusion of the Contract and concerning which the Company could not be expected to avoid this circumstance or avert the damage (force majeure).

In this context, the Company shall not be liable, among others, for any damage that are caused by:

1. natural disasters, especially fire, earthquakes, flooding, storm, lightning,
2. war, revolution
3. epidemics,
4. changes to binding legal regulations,
5. a provision of general effect by either a domestic or a foreign authority or its amendment,
6. rejection to issue or delayed issue of a necessary authority permit, document, or its delayed provision or the absence thereof,
7. abusive attack against the Company's or K&H Bank's IT systems,
8. state bankruptcy or unforeseeable and unavoidable events

9. delay or rejection to issue permits and/or authority measures beyond the Company's control, strike, the breakdown of or interruptions in public utility, telecommunication and communication services

10. or any other reasons beyond the Company's or K&H Bank's control

(the provisions of sections 1-10 hereinafter jointly: 'force majeure'), which the Company or K&H Bank is not in a position to avert or influence.

- 15.10. The Company shall not be liable for any damage arising as a result of events occurring in the Customer's scope of interest or influence, or that arise because the Customer failed to comply with or belatedly complied with the provisions of the Contract, or gave instructions or orders that were either inaccurate or out of conformity with the Contract.
- 15.11. The Customer and the Company shall both prevent and avert damage with due diligence and prudence and take immediate action to mitigate damage and notify the other party thereof.
- 15.12. The Company is not obliged to reimburse any damage which arises due to the Customer's wrongful breach of its obligation to prevent, avert and mitigate damage and from its wrongful breach of its related notification obligation.
- 15.13. The Company shall not be liable for its failure to perform the Service it has committed itself to provide if the procedure is obstructed by a legal dispute between the Customer and a third party, by the wrongful behaviour of a third party or by the party performing the financial clearing.
- 15.14. The Company shall only be liable for damages arising from the Customer's leading the Company into or keeping the Company in error regarding its legal status and capacity or from the Customer's failure to inform the Company in due time in writing about changes having occurred in its legal capacity if the Company acted intentionally or with gross negligence.

16. The cessation and termination of the Contract

- 16.1. Both parties are entitled to terminate their Contract under these GCTC in writing, with a notice period of 15 days, without justification.
- 16.2. The Company is entitled to terminate its Contract with the Customer with immediate effect in writing:
- a) in the event of serious infringement by the Customer of the provisions of these GCTC,
 - b) if the Customer violates the conditions of the Contract for Banking Services Using Electronic Identification concluded with K&H Bank in relation to the K&H+ module of K&H mobilbank.
- 16.3. The Parties are entitled to cancel the Contract under these GCTC in writing by mutual consent at any time.
- 16.4. The Contract between the Company and the Customer ceases to exist automatically if the Contract for Services Using Electronic Identification (K&H e-bank, K&H mobilbank) between the Customer and K&H Bank ceases to exist.
- 16.5. The Company explicitly calls the attention of the Customer to the fact that if the Contract is terminated, the services still valid will no longer be available from the time of the termination.
- 16.6. The Customer may make its termination statement in the K&H mobilbank, the K&H e-bank and via K&H TeleCenter.

17. Cooperation between the Company and the Customer, notifications

- 17.1. In compliance with the principles of civil law, the Company and the Customer shall act with the utmost regard to each other's interests. The Company and the Customer shall cooperate with one another at the time of concluding the Contract, during the effective term of the Contract and in the course of its termination and shall inform each other about the material circumstances affecting the Contract. In the interest of the above, the Company and the Customer shall promptly notify one another about all circumstances and facts material from the perspective of the relations existing between them; they shall further promptly respond to the questions addressed to one

another, and they shall call each other's attention to potential changes, errors and deficiencies and – if the circumstances allow this – shall remedy the same.

- 17.2. The Company and the Customer shall immediately notify one another in writing of any material changes in their name, address, e-mail address, telephone and fax number, and all changes concerning their person, legal status which are material from the perspective of the performance of the content of the Contract.
- 17.3. The Company shall send the statements, notifications and official documents addressed to the Customer to the address the Customer provided to the Company or to K&H Bank. The Company shall not be held liable if delivery is delayed or fails because the name, address or other data material for the delivery provided by the Customer is inaccurate or has changed, or because of any other reasons beyond the Company's control.
- 17.4. The official documents and notifications shall be considered as sent by the Company to the Customer if a copy of the original document or a signed copy is in the Company's possession and if the sending is proven by a signed mailing register or a dispatch note or a recorded delivery slip or any other register serving this purpose. The Company is not obliged to mail its deliverables to the Customer by registered post with return receipt.
- 17.5. Unless the Customer informs the Company otherwise, the Company shall consider all written notifications sent to the Customer (i) in case of domestic addresses on the fifth day following the posting day as delivered to the Customer. In case of mail with return receipt the time of receipt can be determined on the basis of the recorded delivery slip. Mail sent to the address provided by the Customer by mail with return receipt shall be considered as delivered by the Company as of the time when delivery was attempted, even if the letter was returned with the marking "unidentifiable address", "addressee unknown", "unclaimed", "receipt rejected", "delivery obstructed", "moved" or any other similar marking.
- 17.6. Written postal items to the Company shall be sent to the Company's registered office. The time of arrival at the Company of written postal items is proven by the recorded delivery slip or the acknowledgment of receipt, in their absence, by the Company's register.

18. Communication

- 18.1. The Customer maintains contact with the Customer via the following notification channels. For a more convenient administration of affairs, such communication channels are especially the following: K&H mobilbank, K&H e-bank, K&H TeleCenter.
- 18.2. The Company is entitled to consider that the Customer has acknowledged and accepted the content of the Company's notification if the Company receives no written observation or objection from the Customer in fifteen days from the Customer's receipt of such notification.

19. Miscellaneous provisions

- 19.1. If an issue related to the legal relationship established between the Company and the Customer is not regulated by these GCTC, the relevant provisions of the effective legislation in Hungary shall apply. This includes especially but not exclusively, the Act on the Civil Code (hereinafter: 'the Civil Code') and the Act on Credit Institutions. In legal disputes arising from these GCTC the Hungarian authorities and courts have jurisdiction.
- 19.2. If any of the provisions of these GCTC are invalid or become invalid, this does not affect the other provisions of these GCTC, which shall remain in effect with unchanged content.

Annex 1:

ANNOUNCEMENT

Price of Transport Mobile Ticket	As per the current tariff scheme of the Service Providers
Standard convenience fee of Parking Mobile Tickets	HUF 75

Annex 2

Sample Withdrawal/Cancellation Statement

(only fill in and return if you wish to withdraw from/cancel the Contract)

To: K&H Csoportszolgáltató Központ Kft., 1095 Budapest, Lechner Ödön fasor 9.

I/We, the undersigned hereby declare that I/we exercise our withdrawal/cancellation right regarding the sale/purchase of the following product(s) or regarding the Contract for the provision of the following service:

Date and time of concluding the Contract /receipt of Contract:

Name of consumer(s):

Address of consumer(s):

Signature of the consumer(s): (only if statement is made on paper)

Dated