

General Terms and Conditions of Contract

for using the electromobility service of ALTE-GO Kft. provided through electric chargers for charging the electricity storages of electric vehicles

Preamble

A) According to its activity, ALTE-GO Kft. provides the installation of charging stations to its clients, ensuring continuous operation, providing services for the charging of electric vehicles as a company offering electromobility services.

B) These general terms and conditions of contract shall be considered as the general terms specified in Section 6:77 of Act V of 2013 on the Civil Code of Hungary, considering which these shall form an inseparable part of the individual contracts concluded for the services offered by ALTE-GO Kft., and in case of using the service of ad-hoc charging of electric vehicles, these terms shall form the complete content of the online and ad-hoc contracts (see sections 4.1.5 and 4.1.6 of these general terms).

C) Considering the above, ALTE-GO Kft. draws the attention of its clients to the fact that the electromobility service provided by it may only be used in accordance with the contents of these general terms and conditions, after accepting such terms in the related mobile application, and therefore, these general terms and conditions shall be read carefully and thoroughly, considering especially the essential provisions or the provisions different from the practices normally followed in the electromobility service or from the general legal regulations, highlighted in the text of these general terms in bold and italic letters.

D) The wording of these provisions of these general terms and conditions of contract complies with Act LXXXVI of 2007 on Electric Energy, Government Decree 273/2007. (X. 19.) implementing certain provisions of Act LXXXVI of 2007 on Electric Energy, Government Decree 243/2019. (X. 22.) on certain issues of electromobility service, as well as Sections 2 (1) f) and g) of Act I of 1988 on road traffic.

Definitions:

Application: the free mobile application provided by the Service Provider for using the charging service.

Bank card: web card issued by credit institutions, magnetic and/or chip bank card.

Price: the consideration given by the Client to the Service Provider for the Charging Service.

Ad-hoc user: the person using the Service of the Service Provider by reading the QR code on the charging device, on an occasional basis, by providing his invoicing data, without registration.

User or Client: any natural and legal person providing its data for the purpose of using the charging device operated by the Service Provider through the ALTE-GO mobile Application, in

case of natural persons, consenting to the processing of his personal data, and accepting the contents of the Service Provider's Data Privacy Notice and in these general terms and conditions of contract.

Repeated Payment: a function belonging to accepting the bank card by SimplePay, which means that further payments may be initiated in the future with the bank card data provided by the User (Customer) during the registration transaction, without entering the bank card data again.

RFID Client Key: provides an identification tools allowing the remote identification of the Client and – if available – the use of the payment service on the charging device without the online use of the mobile application.

Service: the electromobility service provided by the Service Provider.

Service Provider: ALTE-GO Korlátolt Felelősségű Társaság (registered seat: 1033 Budapest, Kórház utca 6-12., VAT number: 24262602-2-41, company registration number: 01-09-998498)

Charging: charging the electricity storage of the electric vehicle.

Charging Device: electric charging device operated by the Service Provider, on which the Service Provider provides the Service.

Charging Place: the Charging Device together with the related parking places.

1. Service Provider

The service provider of the service to be used by accepting these terms and conditions of contract is **ALTE-GO Korlátolt Felelősségű Társaság** (registered seat: 1033 Budapest, Kórház utca 6-12., VAT number: 24262602-2-41, company registration number: 01-09-998498).

2. The Client

2.1 Any natural or legal persons may use the Service specified in these general terms and conditions, provided that for using the Charging Device operated by the Service Provider mentioned in Section 1, provides its requested data in **ALTE-GO** mobile Application, in case of natural persons, consents to the processing of his personal data, and accepts the contents of the Service Provider's Data Privacy Notice and in these general terms and conditions.

2.2 The Client accepts these general terms and conditions, accepts these to be binding, and agrees that if he does not consent to the use of these general terms and conditions, the mobile Application provided by the Service Provider and the related charging Services cannot be used.

3. The Service

3.1 By accepting these general terms and conditions, the Client may use the electromobility service provided by the Service Provider through the Charging Device, and under the terms specified in Section 4, for charging electric vehicles it may use the Charging Devices on which the Service Provider offers electromobility service. The Service includes ensuring the connection between the Charging Devices and the IT systems. The list of the Service Provider's current Hungarian Charging Devices is available at the site <https://altego.hu> and in the mobile Application provided by the Service Provider for using the Service on iPhone (apps.apple.com) and Android (play.google.com) smartphones. These general terms and conditions exclusively regulate the use of the Charging Devices operated by the Service Provider. The Charging Devices belonging to the Service and the empty charging points are shown by the mobile Application.

3.2 The detailed contents of the Service are specified by Sections 4.2 and 4.3 of these general terms and conditions.

3.3 The Charging Devices belonging to the Service are marked with unique IDs by the Service Provider for easy identification.

3.4 As part of and for using the Service, the Service Provider offers online bank card payment by employing another service provider contracted by the Service Provider, by which the Client may initiate online bank card payment with his Bank Card data provided during the transaction.

3.5 As part of and for using the Service, the Service Provider offers an identification tool at the Client's request, ensuring the Client's remote identification and – if available – the use of the payment service on the electric Charging Device without using the mobile Application online.

4. Terms and conditions of using the Service

4.1. Mobile Application, registration, contracting

4.1.1. The charging service may be used at the charging points of the Charging Devices though the related mobile Application provided by the Service Provider. The Client shall ensure having proper internet connection and an operating system supported by the Application.

4.1.2. Downloading the mobile Application, providing the data required for commencing the charging, acceptance of the contents of these general terms and conditions and the data privacy notice, as well as ensuring funds equalling the Price of the Service are the minimum conditions of commencing charging.

4.1.3. Anyone may download and register in the mobile Application. The use of the mobile Application and registration are free of charge.

4.1.4. The online contract between the Client and the Service Provider is concluded by the downloading of the Service Provider's mobile Application by the Client on his mobile phone, by successful registration, and by accepting these general terms and



conditions and the data privacy notice. After downloading the mobile Application, the Client receives information during registration, learns and expressly accepts these general terms and conditions, including the essential provisions and the provisions different from the practices normally followed in the electromobility service or from the general legal regulations governing contracts, highlighted in bold and italic letters.

4.1.5. During the effect and within the frameworks of the online contract, ad-hoc contract is concluded by the Client and the Service Provider by commencing charging, in case of using the charging Service by starting the Charging on the start.altegoapp.hu webpage without registration. Based on the ad-hoc contract, and if there is an empty charging point, the Service Provider provides an electric charging point on the electric Charging Device to the Client for charging one vehicle.

4.1.6. The notice preceding the conclusion of the contract, related to contracting, specified in Government Decree 45/2014. (II. 26.) on the detailed rules of contracts concluded between consumers and businesses can be found on the website <https://altego.hu>, as well as in the effective general terms and conditions and the data privacy notice to be accepted in the mobile application prior to its use.

4.2. General terms and conditions in case of using the Service by the Client

4.2.1. The Client may use the charging points as a registered user or on an occasional basis. Both private individuals and legal persons have the possibility to register.

4.2.2. The Service Provider provides the following Services to registered Clients:

- a) access to charging infrastructure
- b) providing electricity required for the charging Service
- c) mobile Application for operating the charging points (starting and ending charging, payment)
- d) all information services of the mobile Application provided by the Service Provider (e.g. previous charges, maps of charging devices, parameters and availabilities of charging points, bank card registration, payment service, use of RFID client key)
- e) operation of the IT system required for operating the system.

4.2.3. The Client may initiate the registration in the mobile Application.

4.2.4. When using the Service, the Client shall provide the following data:

- a) during registration:
 - aa) surname, first name, email address, phone number,
 - ab) in case of registering the Bank Card: data of the Bank Card (Bank Card number, name on Bank Card, year and month of expiry of the Bank Card, CPV or CCV code of the Bank Card),
 - ac) password.
- b) data required for invoicing: address or registered seat, invoicing address, VAT number for legal persons. The Service Provider does not assume responsibility for the provided invoicing data.
- c) for fee payment, the data required for payment: data of the bank card used for paying the fee (bank card number, name on bank card, year and month of expiry of the bank card, CPV or CCV code)
- d) password.



4.2.5. During the Client's registration, the Service Provider sends a confirmation link to the email address provided by the Client for the registration. If the Client confirms the registration, the legal relationship between the Service Provider and the Client is established on the day when the registration is confirmed.

4.2.6. The Client shall keep the password recorded during the registration confidential, the Service Provider does not assume responsibility for abuses of the password caused by the Client's behaviour.

4.2.7. The Client understands that as a registered client, it may only initiate Charging with the application at the Charging Devices operated by the Service Provider, indicating the Service Provider's logo.

4.3. Conditions of using the mobile Application

4.3.1. The Service Provider provides a free downloadable mobile Application for using the charging Service.

4.3.2. The Service Provider reserves the right to modify and/or revise the terms of using the Application anytime at its own discretion. The modifications shall take effect upon becoming available. If the Client continues to use the Application after the modifications become available, he accepts the amended terms.

4.3.3. All graphic and text elements presented in the Application, including especially the texts, sounds, trademarks, graphics, images, articles and all other materials or creative artworks available on the Application's interface are protected by copyright or other legal protection, and the Service Provider has the right to use them. The copying, use, modification of the contents and elements of the Application or making these available to third parties or using these in any way shall be subject to the Service Provider's prior written consent.

4.3.4. The Service Provider is entitled to modify or delete the contents or any element of the Application anytime without prior notification.

4.3.5. The technical background of operating the Application shall be provided by the Service Provider.

4.3.6. The Client

- a) may not behave unlawfully, in a misleading or unfair manner, and shall not use any information unlawfully or for purposes that are not allowed;
- b) shall not violate the terms specified in Section 4.3 (or motivate others to do so);
- c) may not perform any actions that would hinder or limit the operation of the Application;
- d) in relation to using the Application, it shall agree not to hinder or interrupt the operation of the Application or the networks related to the Application, and shall not attempt to do so. The violation of the Application's security in any manner or any attempt to do so shall qualify as unlawful behaviour and shall result in the appropriate consequences.

4.3.7. The Service Provider completely excludes its responsibility for any unlawful behaviour of the Client. If this, or any activity of the Client violates any right of any Party, or causes damages to anyone, the Client shall be held responsible for these and the Client shall reimburse all damages caused.

4.3.8. During the drafting of the Application content, errors and mistakes cannot be excluded completely, and therefore, the Service Provider does not assume any



responsibility for the correctness, accuracy or completeness of the information and materials found in the Application, and does not assume responsibility for any direct or indirect damages, lost profit or any other cost or damage arising from the use of any false, improper or incomplete content found in the Application.

4.3.9. The Application may contain reference to other websites created and operated by other service providers independently from the Service Provider. The Service Provider does not examine and monitor the websites related to the Application and the available contents, does not assume responsibility for the contents of such third party websites, for the accuracy of such contents, and shall not be held liable for the damages caused by using such websites. The Client understands that after clicking on third party links the Service Provider has no power to influence or control the collection or processing of personal data, or the activities of the operators of the website, and consequently, shall not be held liable for these.

4.3.10. The Service Provider may remove any content or information if it believes that it violates the terms of the Application, or the rights of other parties, or if this is required by legal regulations. The Service Provider may refuse or terminate the use of the Application with immediate effect (including the deletion or suspension of registration) if the Client seriously or repeatedly breaches the terms of use, if the Client violates the rights or intellectual property of other parties, or if the legal regulations require so. If the Service Provider takes measures to suspend or delete the Client's registration, it shall inform the Client if needed.

4.3.11. The Service Provider shall do its best to ensure the continuous and uninterrupted operation of the Application.

4.3.12. If the Client finds an error in the Application, it may send a message to the email address ugyfelszolgalat@altego.hu in Hungarian language.

4.3.13. Section 11 shall govern consumer legal disputes concerning the Application.

5. The Service Provider's obligations

5.1. The Service Provider shall:

- a) ensure the availability and operation of the charging points in a reasonably expected manner,
- b) provide a mobile Application for using the charging service and for showing the map of the available charging points, including the necessary payment service,
- c) ensure error reporting in Hungarian language by phone and by email, at the phone number indicated on the Charging Device and at the email address ugyfelszolgalat@altego.hu.

5.2. The Service Provider excludes its compensation liability and obligation, except for the cases deriving from the defective operation of the Charging Device caused by the Service Provider, and the cases where liability cannot be excluded or limited by law.

6. The Client's obligations

6.1. For commencing the charging, smartphone, the mobile Application provided by the Service Provider, internet connection and valid registration are required, which shall be ensured by the Client. The charging Service cannot be used without internet connection, a smartphone and providing the invoicing data, which shall be expressly understood and accepted by the Client by accepting these general terms and conditions.

6.2. The Client shall make sure that the connected electric vehicle complies with the relevant standards, especially IEC 62196 and IEC 61851 standards concerning the charging of vehicles.

6.3. The Client shall ensure that the technical conditions of the vehicle and its own charging cable are adequate, especially in terms of life and asset protection.

6.4. If the Charging Device does not have a fixed charging cable, the Client shall provide the proper charging cable for connecting the vehicle.

6.5. The Client shall make sure that the cable used by him has a manufacturer certificate.

6.6. Before each charging, the Client shall check if the used charging cable (including the connections) is undamaged. The Service Provider does not assume any responsibility for any damage caused by using a damaged charging cable.

6.7. The Client shall take into account that generally, two parking places belong to each Charging Device, but only one parking place can be used for the Charging, for the period of using the charging Service.

6.8. The Charging Places belonging to the Service may be used free of charge for using the Service. If the Client uses the Charging Place without using the Service, the parking of the electric vehicle may be subject to parking fees which shall be paid by the Client.

6.9. The Client shall be held liable for the damages caused to the Service Provider or to third parties by a vehicle not complying with the requirements of sections 6.2 and 6.3, and by his own charging cable not complying with the requirements of sections 6.4-6.6.

7. Liability

7.1. The Service Provider does not guarantee the density and/or access to the charging points. Furthermore, the Service Provider does not guarantee the uninterrupted and/or error-free operation or availability of the charging points. The Service Provider is entitled to remove one or more charging points from its network without prior notification.

7.2. In case of the failure of the charging point, the Client shall immediately call any of the phone numbers listed on the Charging Device or indicate the problem at the Service Provider's email address ugyfelszolgalat@altego.hu. **If the Client attempts troubleshooting, the Service Provider does not assume any responsibility for the related damages. The Service Provider does not assume any responsibility if the contact details indicated for reporting failure are out of operation for technical reasons or force majeure beyond its**

**control.**

7.3. The Client shall not transfer its registration to third parties. The Client shall be held liable for any damages caused by third parties by breaching this provision.

7.4. The Service Provider does not assume responsibility for the uninterrupted or error-free operation of the communication infrastructure required for the operation of the Charging Devices, and the Service Provider shall not be held liable for any damages caused by the failure of the communication infrastructure.

7.5. The Client shall be liable for any damages caused to the Service Provider or to third parties by the improper or negligent use of the Charging Device or any related element, including especially the charging cable.

7.6. The Service Provider excludes its liability for the damages caused by third parties to the Client during the use of the Service.

7.7. The Service Provider is not obliged to fulfil its obligations if it is hindered by force majeure.

7.8. The Client is not entitled to remove or modify the markings referring to the confidentiality or intellectual property rights of the software, equipment, website or mobile application required for providing or using the Service. Bypassing or removing the technical protection or use limitations related to the Service shall qualify as serious breach of these general terms and conditions, and the Client shall be held liable for the damages caused by violating this provision.

7.9. Any failure of the data transmission network (internet connection) that is independent from the Service Provider, and the related unavailability of the charging or payment services are beyond the Service Provider's liability.

8. Duration of the Service

8.1. These general terms and conditions shall become effective between the Service Provider and the registered Client after the mobile Application is downloaded and the registration in the mobile Application is successfully completed.

8.2. Pursuant to these general terms and conditions, the contract concerning occasional charging takes effect by starting the charging process and shall last until the payment of the fee by the User for using the charging point – in case of late payment, until the payment of the extra costs, collection costs as well -, including the Charging and the period following the Charging, until the vehicle is connected to the charging point and the Price of the Service is not paid.

8.3. Termination, termination of the legal relationship

8.3.1. These general terms and conditions may be terminated by the Client anytime, by deleting the registration. The Client shall pay the fee of the completed Services at the time of deleting the registration at the latest.

8.3.2 By deleting the registration, the user account of the Client will also be deleted automatically in the mobile Application. The Service Provider is entitled to store the invoices of the completed charging transactions until the expiry of the general limitation period.



8.3.3. The Service Provider is entitled to delete the registration with immediate effect if the Client seriously or repeatedly breaches the provisions of these general terms and conditions.

8.3.4. In case of ad-hoc contract – considering the immediate fulfilment of the service and the payment – termination is excluded.

8.4. The contents of Section 8.3 of these general terms and conditions serve the fulfilment of the information obligation of the Service provider specified in Government Decree 45/2014. (II. 26.) on the detailed rules governing the contracts between customers and businesses. By accepting these general terms and conditions, the Client expressly acknowledges such information.

9. Fee of the Service

9.1. The effective price of using the Charging Devices operated by the Service Provider is the price indicated in the mobile Application, under the selected Charging Device, next to the selected connection.

9.2. It is the Client's obligation to check the effective and applicable price before commencing the Charging.

9.3. The Service Provider is entitled to modify the price unilaterally. Following the modification, it shall change the price in the mobile Application without delay.

10. Payment and invoicing

10.1. For paying the Service fee, the Service Provider incorporated a payment service into the Service and the mobile Application facilitating its use. The payment service incorporated into the Service allows the registration of one Bank Card.

10.2. In addition to the payment service provided in the Application, the Service Provider offers the following options to the Clients on the basis of available payment budget pursuant to a separate agreement, the contents and terms of which is published on the Service Provider's website at <https://altego.hu>.

10.2.1. Pre-paid payment service agreement for topping up the payment budget regularly or occasionally

10.2.2. Subsequent invoicing for periods, by renewing the payment budget indicated in the agreement for the period.

10.2.3. Topping up the payment budget by using vouchers issued by the Service Provider or its commercial partners.

10.2.4. Offering the use of specific charging points free of charge to registered users or a group of registered users on the basis of agreements concluded by the Service Provider with third parties.

10.3. These general terms and conditions cover the payment methods by using Bank Card.

10.4. For the payment of the Service fee, the Service Provider offers payment services incorporated into the mobile Application within the frameworks of the Service. By the help of



such payment services, the Client may initiate payment for the benefit of the Service Provider in relation to the Services used by the Client. By accepting these general terms and conditions, the Client also accepts that his personal data and the created individual identifiers stored in the user database will be transferred by the Service Provider or by a partner participating in the Service on the basis of an individual agreement signed with the Service Provider to the data processor providing the financial service. The purpose of data transmission, the nature and purpose of the data processing activity performed during the financial service are included in the Service Provider's data privacy notice.

10.5. Anyone is entitled to use the payment service provided by SimplePay. During use, the users accept to be bound by the general terms and conditions of the SimplePay service of OTP Mobil Service Provider Korlátolt Felelősségű Társaság (1143 Budapest, Hungária körút 17-19.) and provide the data required for the bank transaction. The general terms and conditions of the SimplePay service of OTP Mobil Service Provider Korlátolt Felelősségű Társaság (1143 Budapest, Hungária körút 17-19.) are not identical with these general terms and conditions.

10.6. Charging may only be commenced if the User has assigned a Bank Card for the purpose of paying the Price of the Charging, and provided an invoicing address for commencing the ad-hoc Charging or for the virtual – generated by the Service automatically upon completion of the registration – and physical RFID client key required for running the Application.

10.7. When assigning the Bank Card to the user account in accordance with these general terms and conditions, the Service Provider charges HUF 100,- on the Bank Card for verifying the Bank Card. If it can be established by such verification that the Bank Card is valid, the debited HUF 100,- will be reimbursed to the Bank Card. If the verification specified herein establishes that the Bank Card is not valid, the User will not be entitled to the reimbursement and it will not be performed. After the Bankcard registration, the User is entitled to use the Bankcard automatically with 24 SimplePay tokens for the next 24 times, after which the Bankcard must be re-registered in order to avoid abuse. Occasionally, the system may debit the user's Bank Card with a maximum of HUF 20,000.

10.8. By registering the Bank Card in accordance with these general terms and conditions, the User agrees and accepts that the Bank Card (the data required for performing the Service) will be stored by the Service Provider and after completing the Charging, the price of the Service will be debited on the Bank Card.

10.9. The saved Bank Card may be deleted or modified in the Application anytime, except during Charging. If following the Charging, the debiting of the Price of the Service is unsuccessful, the system attempts to debit the performed but unpaid service fee on the Bank Card in the next five days. The User receives email notification on this. If the debt is successfully paid, the system will not debit the Bank Card anymore. Until the registered User has any debt deriving from the Service, he may not commence new Charging, and his user account will be limited temporarily at least until the debt is settled.

10.10. Before commencing the charging process, the **User** shall provide the data required for paying the Price and for invoicing in the Application. After providing the data, the User connects the cable and energy transmission begins. The charging process may be stopped anytime by the User, and in case of full charge, energy transmission is interrupted, but until the charging process is stopped (which is different for each electric vehicle) the minute rate of

the Charging will be debited. If the charging process is interrupted before starting energy transmission due to time-out, the Ad-Hoc User has to start the whole charging process again. After commencing the charging process, the User shall settle the Price by providing his Bank Card data.

10.11. Without registration after providing the Bank Card data, **HUF 5,000 will be blocked** on the Bank Card provided by the User. After finishing the charging process, if the Charging does not exceed HUF 5,000, the Service Provider deducts the Price of the Charging from the blocked amount and releases the remaining amount. The crediting of the amount released from the blocking depends on the practices of the User's financial institution. In case of Charging exceeding HUF 5,000, the amount exceeding HUF 5,000 will be subsequently settled by the User via the payment link sent to the e-mail address provided by the User.

10.12. The method of stopping the charging process may differ for each electric vehicle manufacturer, and therefore, it is the User's obligation to check when and how the charging process is stopped for his electric vehicle, and the Service Provider does not assume any responsibility for this.

10.13. Pursuant to Act CVIII of 2001 on certain issues of electronic commerce services and information society services, after commencing the Service, the User is not entitled to withdraw from the Service provided in the Application or on the website (start.altegoapp.hu) and is not entitled to claim the Price in addition the cases contained herein.

10.14. Based on the Price specified in Section 9, the Client's Bank Card will be debited following the Charging, on the basis of the actual data.

10.15. The Client receives notification on successful or declined payment through the channels of traditional Bank Card payment.

10.16. The Service fee is paid by Bank Card. The Client is exclusively responsible for having a valid Bank Card with sufficient funds. It is the condition of using the Service to have a valid Bank Card. The Client agrees that by accepting these general terms and conditions it also accepts the payment terms.

10.17. If there are no sufficient funds on the Bank Card provided by the Client in the mobile Application according to these general terms and conditions for settling the payment obligation, and therefore, the price cannot be settled when it becomes due, it shall qualify as serious breach of contract. In such case, the Client qualifies as "UNSUCCESSFUL" when commencing the next charging and his registration remains inactive until the payment obligation is fulfilled.

10.18. In its competence, the Service Provider is entitled to inactivate the Client immediately in case of unsuccessful payment, irrespectively of the actual duration of the payment delay, without further notice and explanation, without the Service Provider's compensation or other reimbursement obligation until the complete payment of the payable amount plus statutory late interest, irrespectively of the other legal consequences applied by the Service Provider due to the delay.

10.19. If following the Charging, the debiting of the Price of the Service on the Client's Bank Card is unsuccessful, the system attempts to debit the performed but unpaid service fee on the Bank Card in the next 14 (fourteen) calendar days. If the debt is successfully paid, the system will not debit the Bank Card anymore.

10.20. Until the User has any debt deriving from the Service, he may not commence new Charging, and his user account will be limited temporarily at least until the debt is settled.

10.21. By accepting these general terms and conditions, the Client declares that he has read, understood and accepted the provisions of Section 10 as the information concerning payment, and expressly accepts the payment method used by the Service Provider.

10.22. The fee of the Service is invoiced in each case, electronically, on the basis of the invoicing data provided by the User, and the invoice is sent to the User's email address.

10.23. The invoicing address is the address provided by the User to the Service Provider during registration. The Service Provider sends the invoices to the email address provided by the Client. The changes concerning invoicing may be recorded on the user interface of the account created for the registered Client in Hungarian language.

11. Complaint handling

11.1. The Client may report his complaint to the Customer Service of the Service Provider by phone or by email at the address ugyfelszolgalat@altego.hu and by calling the number **+36 1 776 6910** indicated on the charging device.

11.2. Complaints concerning wrong fees shall be handled and investigated by the Service Provider.

11.3. The Customer Service makes a report on the complaint, which shall contain the data requested from the Client upon recording his complaint (name, address, phone number, transaction ID), the place and date of submitting the complaint, the detailed description of the complaint, the list of documents and other evidences referred to by the Client, the Service Provider's statement concerning its position on the complaint if the complaint can be investigated immediately, the date of recording the report and the individual ID of the complaint, the ID of the used Charging Device, as well as the name of the person recording the report. In case of complaints received by phone, the recording of the report may be omitted with the Client's consent if the voice recording of the complaint contains the name and address of the person making the complaint, the date and method of submitting the complaint, the detailed description of the complaint, the position concerning the complaint if the complaint can be investigated immediately, the individual ID of the complaint and the ID of the Charging Device subject to the complaint.

11.4. The Service Provider shall send its reply concerning the complaint to the Client within 30 days by email calculated from the day when the Client provided all data required for investigating the complaint. The Service Provider shall provide explanation if the complaint is declined.

11.5. If the complaint is declined, the Service Provider shall inform the Client in writing which authority or conciliation panel it may contact for launching a procedure, depending on the type of the complaint. The notice shall include the registered seat, phone number or internet site, and mailing address of the authority or conciliation panel competent at the residence or place of stay of the Client. The information shall contain whether the Service Provider uses conciliation procedure for settling the legal dispute.



11.6. In case of consumer legal dispute, the Client may turn to the conciliation panels competent at his residence or place of stay, the registered seat, phone number and website, mailing address are available at <https://altego.hu>.

11.7. The Service Provider shall keep the complaint or the report and the copy of the reply for five years and presents these to the controlling authorities upon request.

12. Miscellaneous provisions

12.1. By accepting these general terms and conditions, the Client expressly agrees that the Service Provider processes his provided personal data and the data created in relation to the performance of the contract terms for the use of the Service until the termination of the legal relationship or the enforcement of the related claims, or until the termination of the enforceability of the related claims, in accordance with the data privacy notice of the Service Provider.

12.2. By accepting these general terms and conditions, the User agrees that the following personal data stored in the user database of the mobile application managed by the data controller will be transferred to OTP Mobil Szolgáltató Korlátolt Felelősségű Társaság (1143 Budapest, Hungária körút 17-19.), as the data processor. The data transferred by the controller are as follows: email address and invoicing data. The type and purpose of the data processing activity performed by the processor are described in the Data Privacy Notice of SimplePay at the following link: <http://simplepay.hu/vasarlo-aff>.

12.3. Repeated bank card payment is a function related to bank card acceptance provided by SimplePay, which means that new transactions may be initiated with the bank card data provided by the User (customer) during the registration transaction without providing the bank card data again. The "occasional consent" type of the Repeated Payment is performed by the occasional consent of the User (customer) for each transaction, which means that the User (customer) shall approve the transaction for each future payment. The Client receives notification on successful payment through the channels of traditional Bank Card payment. For using the Repeated Payment, the User (customer) agrees by accepting this statement that following the successful registration transaction, the future payments initiated by the User (Customer) in the user account of this mobile application would be performed without providing the bank card data again. The bank card data are processed in accordance with the regulations of the card company. Neither the Service Provider, nor SimplePay have access to the bank card data. The Service Provider shall be directly responsible for the Repeated Payment transactions initiated incorrectly or unlawfully by the Service Provider, and no rights may be enforced against the payment service provider (SimplePay) of the Service Provider.

12.4. By accepting these general terms and conditions, the Client accepts the processing and analysing of his charging data.

12.5. The rights and remedies of the Client concerning the processing of his personal data are described in detail in the data privacy notice of the Service Provider, the effective text of which is attached hereto as an inseparable annex.

12.6. Any matters not covered herein shall be governed by the provisions of the effective

Hungarian legal regulations.

12.7. The Service Provider is entitled to amend the contents of the Service and these general terms and conditions unilaterally.

12.8. For performing the Service, the Service Provider is entitled to involve third parties, and is entitled to assign the rights or obligations in whole or in part to third parties.

12.9. If any provision of these general terms and conditions becomes invalid, null or ineffective, the remaining provisions shall remain effective, and the parties shall ensure the replacement of the provision with a new regulation coming closest to the purpose and intentions of the replaced one.

12.10. For these general terms and conditions, the language of contracting is Hungarian, and they shall be governed by the law of Hungary.

12.11. The contract concluded by accepting these general terms and conditions shall be considered as a written contract concluded by the Service Provider and the Client. The general terms and conditions shall be accepted at the first use of the mobile Application following the amendment.

12.12. The Service Provider is entitled to assign these general terms and conditions and any contract concluded between the Parties with reference to these general terms and conditions to any related entity performing the same or similar activities as the Service Provider, undertaking to provide the Service under these general terms and conditions. The Client is not entitled to assign these general terms and conditions and any contract concluded between the Parties with reference to these general terms and conditions to third parties.

12.13. The Service Provider's tolerating of the Client's breach of any obligation stipulated in these general terms and conditions and in any contract concluded between the Parties with reference to these general terms and conditions, irrespectively of the frequency or duration thereof, shall not qualify as a waiver of its rights.

12.14. These general terms and conditions shall constitute the entire agreement of the Parties concerning the contract, and repeals all other previous oral or written contract, consent or agreement of the Parties concerning the subject matter of these general terms and conditions. For these general terms and conditions, the Parties expressly exclude the application of Section 6:63§ (5) of the Civil Code.