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**General Terms and Conditions**

**to individual agreements to be entered into for the use of the travelled distance based electronic toll service system**

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Effective date: 11 July 2014

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## 1. General Provisions

### 1.1 Goal of the General Terms and Conditions

The objective of these General Terms and Conditions (hereinafter: “**GTC**”) is to establish the general terms and conditions of the services (hereinafter: “**Service**”) offered by the National Toll Services Ltd. (registered office: H-1134 Budapest, Váci út 45. B. épület, registered by the Company Court of Budapest, under company registration number: Cg. 01-10-043108, tax number: 12147715-2-44) (hereinafter: “**NÚSZ**”) for the use of the distance-based electronic toll collection system, in compliance with the provisions of Act LXVII of 2013 on distance-based toll payable for the use of motorways, highways and main routes (hereinafter: “**Toll Act**”)

Contact details of the central customer service of NÚSZ:

Address:	M3 12 km Szilas rest station
Mailing address:	2101 Gödöllő, Pf. 148
Phone:	06-40-40-50-60
Opening hours:	00:00-24:00 from Monday to Sunday
Web:	<a href="http://www.hu-go.hu">www.hu-go.hu</a>
E-mail:	ugyfel@hu-go.hu

Schedule 1 contains the contact details of the regional customer services of NÚSZ.

### 1.2 GENERAL PROVISIONS

It is obligatory to pay toll for using tolled road sections, unless otherwise provided for in respective legal provisions.

Under the “Road Road Toll Act” and this GTC contracted toll-payers, failing this, the operators, pursuant to section 1.3 of the GTC of vehicles and road users (the person driving the vehicle in the course of road use, irrespective of their citizenship and the country where the vehicle driven or operated or owned by them is kept on record) are obliged to pay toll in respect of vans with the permitted maximum total weight in excess of 3.5 tons, trailers – including trucks – and a vehicle train comprising such a motor vehicle and trailer or semi-trailer towed by it road tolled vehicles, collectively referred to as road tolled motor vehicles (hereinafter “road tolled motor vehicle”).

The travel distance based toll collection system introduced in Hungary may be used:

- (a) by purchasing a route ticket;
- (b) by using an OBU.

It is a prerequisite for using tolled road sections that funds necessary for the payment of the toll should be available, the terms and conditions set out in this GTC should be accepted and an agreement should be entered into.

Pursuant to Government Decree 209/2013 (VI. 18) on the implementation of Act LXVII of 2013 on distance-based tolls payable for the use of motorways, expressways and main roads, (“**Implementation Decree**”) NÚSZ is the toll charger authorised to collect tolls, the bound toll service provider and the supporting enforcement agency.

The provisions of these GTC and of the individual contract and its appendices shall exclusively be applicable to the contractual relationship entered into based on this GTC and the individual contract, thus no practices agreed upon and established between NÚSZ and the person subject to toll payment in their previous business relations shall become part of the contractual relationship established based on the GTC and the individual contract. Furthermore, no practice widely recognized and frequently applied in the respective business by the subjects of similar contracts shall either become part of the GTC and the individual contract.

The primary officer of NÚSZ shall, in the extent facilitated in law, including the potential culpable conduct of the primary officer, not be held liable, in connection with its activities as primary officer, for any damage caused by NÚSZ to third parties, for which NÚSZ shall exclusively be liable.

The contracting party acknowledges that should the primary officer of NÚSZ cause any damage to the contracting party in connection with this legal relationship (including circumstances where such damage is the result of breach of conduct occurring as a result of the culpable conduct of the primary officer), NÚSZ shall exclusively be liable. The limitation of the liability outlined in this section of the primary officer of NÚSZ for damage caused shall exclusively be valid and effective with respect to this legal relationship and shall not affect liability for any damage caused in connection with contracts to be or already concluded between NÚSZ and the contracting party, or outside of any such contract. The primary officer of NÚSZ shall be entitled to make a direct reference to the limitation of liability outlined in this section.

The contracting party waives its right of enforcing any claim for the ascertainment or confirmation of liability of the primary officer of NÚSZ.

The primary officer of NÚSZ shall be entitled to make a direct reference to the limitation of liability outlined in this section.

The liability of the primary officer of NÚSZ is entirely excluded in cases of breach of contract on the part of NÚSZ.

Pursuant to the contract of NÚSZ and to legal provisions, NÚSZ may be replaced in these GTC and the individual contract by HTA or any other legal entity that may likewise enter this contract in lieu of NÚSZ, as a legal successor, or as a result of assignment or contract transfer, of which fact NÚSZ shall notify the contracting party electronically within reasonable time. In such case the contracting party undertakes to continue to provide the services under the individual contract without interruptions to the replacement or assignee or legal successor specified in the letter of NÚSZ. Having become aware of and having acknowledged the GTC, the contracting party consents to the transferring of the contract to HTA or other legal entity.

NÚSZ publishes these general terms and conditions (hereinafter the “GTC”) regulating the rights and obligations of the bound toll service provider, contracted toll-payers in compliance with the relevant laws and regulations.

The GTC forms an integral part of the individual agreement made with respect to use of tolled road sections and is issued in accordance with the provisions of the Toll Road Act, Enforcement Decree and any other applicable laws.

Tolled road sections and the amount of the toll are included in Decree 25/2013 (V. 31.) of the Ministry of National Development on the amount of the toll and toll roads.

The travelled distance based toll collection system introduced in Hungary is a combined system: the location of tolled motor vehicles is determined with the help of the Global Navigation Satellite System (GNSS).

The position of any tolled motor vehicle is determined by the OBU based on the time, the mathematical model of the movement of GNSS satellites and the signals received.

In the travelled distance based toll collection system the declarations necessary for the payment of the toll shall be prepared based on self-declaration or with the help of toll declaration operators.

The toll is a revenue of the Hungarian State.

While providing the services described in the GTC, NÚSZ acts as the toll bound service provider.

### 1.3 Definitions

**Data Privacy Act**: Act CXII of 2011 on the right of informational self-determination and on freedom of information;

**“ad hoc route ticket”** (case-by-case route ticket): means a road usage authorisation – without the need for registration – purchased, potentially using the application designated below, in advance for the use of at least one unit tolled section determined in advance in the toll domain with a tolled motor vehicle specified in advance (it cannot be redeemed or purchased in advance);

**“application”**: the iOS and Android IT application made available free of charge by NTPS under the name HU-GO Mobil, which enables ad hoc route tickets to be purchased simultaneously using a bank card directly from NTPS (through a VPOS terminal);

**“toll declaration”**: data provision providing a base for determining the toll payment obligation with respect to the use of a unit tolled section with a tolled motor vehicle;

**“Toll Declaration Operator”**: service provider outlined in the Road Toll Act and in charge of providing data and engaged to comply with the toll declaration obligation necessary for imposing and paying the toll;

**“enforcement agency”**: the agency in charge of general law enforcement tasks (hereinafter the “Police”);

**“supporting enforcement agency”**: NÚSZ Zrt. appointed in the Enforcement Decree to perform tasks in support of enforcement;

**“toll-payer”**: primarily a contracted toll-payer, failing this the operator of a tolled motor vehicle or a road user, irrespective of his/her nationality or the country where the tolled motor vehicles used, operated or owned by him/her is kept on record;

**“toll-free vehicle”**: any vehicle exempted from paying toll under Toll Road Act and under Decree No. 36/2007 (III.26.) of the Ministry of Economy and Transport;

**“toll charger”**: NÚSZ appointed to perform toll collection tasks in the Enforcement Decree;

**“individual agreement”**: the Vehicle Data Form in the event of the purchase of an ad hoc route ticket, or the Registration Data Form in the event of a route ticket purchased by a registered customer or toll declarations made with the help of an OBU, or if the bound toll service provider permits paying the toll via post-payment, then the written agreement made with respect to that;

**“individual road usage identifier”** (individual route identifier): the identifier produced by the ET system by NÚSZ in the event of the purchase of an ad hoc route ticket, based on which the road usage right, toll declaration and toll payment obligation of a given tolled motor vehicle can be determined;

**“individual road usage current account”**: a current account given in the ET system by NÚSZ where any contracted toll-payer may buy credit and settle toll payments and which can be used to keep a record on the balance of any contracted toll-payer and to perform payment obligations;

**“bound toll service provider”**: toll service provider which is obliged to grant any toll-payer the possibility to acquire a road usage right in the ET system;

**“OBU”**: a device suitable to support the electronic toll collection together with any hardware and software components which can collect, store, technically process data necessary for electronic toll collection operations and is capable of remote receipt and transmission (provided that individually used PCs, tablets, laptops, PNAs, PDAs, smart phones, etc. cannot inter alia be deemed to be as OBU);

**“internet portal”**: an internet portal (www.hu-go.hu) where general information can be sought and toll-payers may receive individual information through the securely accessible website, and toll-payers may register, which operates as an undertaking to enter into an agreement for the use of a tolled road section;

**“Vehicle Data Form”**: the data form containing the data set out in these GTC, which operates as an individual agreement in the event of the purchase of an ad hoc route ticket;

**„risk category”**: the risk categories defined in the client rating system of NÚSZ.

**“registration authority”**: the organisation designated in the Enforcement Decree for the registration of the toll-free vehicles;

**“Registration Data Form”**: the data form containing the data set out in this GTC which constitutes the individual agreement in the event of the purchase of a route ticket by a registered customer or toll declarations with the help of an OBU;

**“agreement”**: the GTC and an individual agreement together;

**“contracted toll payer”**: a private individual, legal entity or business association without legal personality which agreed to pay toll for one or more tolled motor vehicles in order to be able to use any unit tolled section;

**“overweight and oversize vehicle”**: vehicle with a total weight, axle weight and size over the limit determined in the KÖHÉM Decree (Regulation on the technical conditions of registration and entry into service of vehicles) No. 6/1990. (IV. 12.), Section 5-7.

**“ET system”**: the electronic system that enables to make toll declarations, impose toll, collect toll to support the enforcement of toll payment and the lawful use of unit tolled sections;

**“tolled road section”**: a part of the public roads within the toll domain bordered by two sections from the aspect of the determination of the toll;

**“tolled motor vehicle”**: a truck or a towing vehicle (including a semi-trailer towing vehicle) of a maximum permissible laden weight exceeding 3,5 tonnes, or a vehicle combination consisting of such a motor vehicle and a towed trailer or semi-trailer;

**“toll collection”**: the entirety of actions taken for collecting toll;

**“toll service provider”**: a company irrespective of the place of registration which grants road users access to the ET system in the territory of Hungary;

**Toll Road Act**: Act LXVII of 2013 on the travelled distance based toll payable for the use of motorways, carriageways and highways;

**“road usage”**: a use of any tolled road section for the purpose of traffic;

**“road usage right”**: the right under the Toll Road Act which, if available, evidences that the relevant contracted toll-payer has performed its toll payment obligation with respect to the relevant tolled road section;

**“client rating system”**: the procedure applied by NÚSZ for the rating of clients in terms of eligibility for toll post-payment.

**“customer service”**: the customer service operated by the bound toll service provider for the performance of activities related to the travelled distance based electronic toll collection system;

**“operator”**: the owner of a tolled motor vehicle and any person or entity which is registered for the lawful operation of any tolled motor vehicle under Act LXXXIV of 1999 on the public road traffic registry or the owner or operator of a tolled motor vehicle registered in a document (registration certificate) issued by the authority of the country where its site is located.

**“Implementation Decree”**: Government Decree 209/2013 (VI. (VI. 18.) on the execution of Act LXVII of 2013 on the travelled distance based toll payable for the use of motorways, carriageways and highways;

**“route”**: the entirety of the starting and end point in the course of the use of tolled road sections subject to the road usage right and any interim point crossed and the direction of travel;

**“route ticket”**: a pre-purchased road usage right for the use by a pre-determined tolled motor vehicle of at least one tolled road section determined in advance in the toll domain.

## **2. Road use authorisation**

2.1 The road usage right may arise in the following ways:

- (a) purchasing a route ticket;
  - (i) purchasing an ad hoc route ticket by completing a Vehicle Data Form – without registration – by paying the toll;
  - (ii) purchasing an ad hoc route ticket using the application – without registration – by paying the toll. A ticket purchased retrospectively for the given road section qualifies as unauthorised road use. A route ticket purchased for one direction provides road use authorisation only for the planned route, for a one-time journey in one direction.
  - (iii) using the [www.hu-go.hu website](http://www.hu-go.hu) without registration,
  - (iv) in the event of the purchase of a route ticket following registration, by means of completing a Registration Data Form by making available the funds in the individual current account, necessary for paying the toll;
- (b) by using an on-board unit (provided that the conditions for toll post-payment are included in Clause 5, thus in the event of toll post-payment the following terms and conditions shall be applied and supplemented with the following conditions);
  - (i) in the event of a toll declaration with the involvement of a toll declaration operator, by making available funds for the toll in the individual current account, which supposes the completion of a

Registration Data Form and the conclusion of an agreement between the person subject to toll payment and the toll declaration operator;

- (ii) if the bound toll service provider provides a contracted toll-payer an OBU, by completing a Registration Data Form and installing an OBU into the tolled motor vehicle and by making available funds for toll payment in the individual current account.

2.2 Under the agreement for the use of a tolled road section, the toll may be paid

- (a) in advance;
- (b) or via

post payment.

If the toll is paid in advance, an individual agreement may be entered into at the customer service of NÚSZ or at retailers (on which information is available on the internet portal).

In the event of toll payment via post-payment the operator or its authorised representative may enter into an individual agreement in person at the customer services. The provisions concerning toll payment via post-payment are included in Clause 5.

2.3. The route ticket shall be purchased for the route which belongs to the route number indicated on the receipt which was issued for the route permission, if the overweight or oversize vehicle obtains a road usage authorisation by purchasing a route ticket, and the route ticket is not purchased at the Hungarian Public Road Non-profit Ltd.

### **3. Individual Agreement**

3.1 A road use right arises based on the conclusion of an individual agreement and the acknowledgement of the GTC via publishing on the NÚSZ website. By entering into an individual agreement, the contracted toll-payer accepts to be bound by the provisions of the GTC. The acceptance of the GTC operates as an undertaking on the part of the contracted toll-payer to comply the provisions of the GTC and the laws in effect from time to time. If the contracted toll-payer does not accept the provisions of the GTC, then it cannot acquire any road usage right or may not enter into an agreement for the use of the services provided by NÚSZ

Should there be any discrepancy between the provisions of the GTC and of the individual contract, the individually negotiated and agreed content elements shall become part of the individual contract.

If the ad hoc route ticket is purchased using the application, the conditions of the use thereof are outlined in the “End User License Agreements” available from [www.hu-go.hu](http://www.hu-go.hu).

3.2 In compliance with the provisions of the Road Toll Act, a road is only deemed to be lawfully used in the event of the entry into of a road usage agreement if the contracted toll payer fully complies with its toll declaration obligation and its obligation to make available funds necessary for toll payment.

3.3 Method of entering into an agreement

3.3.1 If under the individual agreement the contracted toll-payer performs its payment obligation to NÚSZ in advance, then the parties enter into an individual agreement



electronically in accordance with the provisions of Act CVIII of 2001 on certain issues related to electronic services and services connected to the information society.

3.3.2 If under the individual agreement the contracted toll-payer performs its payment obligation towards NÚSZ via post-payment, then the parties enter into the individual agreement in writing.

3.4 The shortest term for which an individual agreement can be entered into: the term of validity of the ad hoc route ticket purchased.

## **4. The Required Content of the Individual Agreement**

### **4.1 Toll payment by purchasing an ad hoc route ticket**

4.1.1 In the event of the purchase of an ad hoc route ticket a legal relationship arises out of the Vehicle Data Form as an individual agreement and out of the provisions of the “End User License Agreements”, in case of ad hoc route tickets purchased using the application. Use of the software created a client relationship with NÚSZ. In the case of contract conclusion using a vehicle datasheet, the date of entry into of the agreement is the time of receipt of the ad hoc route ticket following the electronic transmission of the Vehicle Data Form. The condition for the effectiveness of an individual agreement is that the toll payment obligation arising out of the ad hoc route ticket is performed. The term of validity of the Vehicle Data Form, i.e. the individual agreement arising by the purchase of an ad hoc route ticket, is identical to the term of validity of the ad hoc route ticket and only grants a road usage right for the tolled road sections for which the relevant ad hoc route ticket grants such right. The primary objective of the software is to make available the service provided by NÚSZ for the purpose of purchasing route tickets.

4.1.2 By completing the Vehicle Data Form, the contracted toll-payer provides NÚSZ with the following data related to the tolled motor vehicle and road usage:

- (a) number plate;
- (b) country code;
- (c) (EURO) emission class;
- (d) height;
- (e) width;
- (f) length;
- (g) vehicle category (number of axles);
- (h) permitted maximum total weight (total weight);
- (i) axle weight;
- (j) routes (starting and end point of the planned road usage, direction of travel and no more than 4 further points which are crossed in the course of the use of the road).

4.1.3 By completing the Vehicle Data Form, the contracted toll-payer shall not provide any personal data to NÚSZ.

- 4.1.4 The Vehicle Data Form necessary for purchasing an ad hoc route ticket is available and can be completed at the following places:
- (a) on the internet portal;
  - (b) customer service of NÚSZ;
  - (c) at the points of sale of the retailers of NÚSZ;
  - (d) using the application.
- 4.1.5 Based on the Vehicle Data Form completed by the contracted toll-payer, NÚSZ generates an individual road usage identifier and determines the amount of the toll to be paid.
- 4.1.6 While the Vehicle Data Form is completed, the validity of road usage is indicated automatically. Following the route planning, the contracted toll payer can pay the toll by 24.00.p.m. on the day of route planning. The validity of the route ticket starts on the date when the toll is paid and ends at 24:00.p.m. of one calendar day after the date of toll payment.
- 4.1.7 Any purchased route ticket only grants a road usage right for the routes indicated in the Vehicle Data Form by the contracted toll-payer, including the indicated direction of travel, during the term of validity
- 4.1.8 After completing and finalising the Vehicle Data Form, the contracted toll-payer is not permitted to amend any data given.
- 4.1.9 The purchase of a route ticket only grants the possibility of road usage to the tolled motor vehicle indicated in the Vehicle Data Form and the road usage right may not be transferred to any other tolled motor vehicle.
- 4.1.10 By completing the Vehicle Data Form (by giving the data concerning the tolled motor vehicle and indicating the route) the contracted toll-payer performs its one-off toll declaration obligation. The bound toll service provider forwards the declaration of the contracted toll-payer to the toll charger.
- 4.1.11 The contracted toll-payer may perform the payment obligation in possession of the individual road usage identifier generated for it by NÚSZ.
- 4.1.12 After the completion of the Vehicle Data Form, the payment obligation may be performed in the customer service premises of NÚSZ and at its own points of sale in the following ways:
- (a) in cash (in HUF);
  - (b) by bankcard;
  - (c) through payment by the fuel card issued by the contracted partners indicated on the internet portal.
- 4.1.13 At the points of sale of the retailers of NÚSZ the payment obligation may be performed with the methods of payment accepted by the retailers.
- 4.1.14 Payment can be made on the internet portal or via the app with a bank card. Detailed information about acceptable bank cards can be found on the internet portal.

- 4.1.15 After making the payment, the contracted toll-payer receives a certificate that certifies the fact of payment.
- 4.1.16 Any ad hoc route ticket shall be deemed to be purchased upon making the payment.
- 4.1.17 If an ad hoc route ticket is purchased, the individual agreement may not be modified after its entry into and the ad hoc route ticket may not be returned.
- 4.1.18 In the event of the purchaser of an ad hoc route ticket the individual agreement shall terminate:
  - (a) the road use relevant to the conditions (including, in particular, the specified vehicle, route and validity) of the purchased prepaid ticket is completed;
  - (b) upon the expiry of the validity of the purchased route ticket.

## **4.2 Toll payment by purchasing a route ticket following registration**

- 4.2.1 If a route ticket is purchased after registration, a legal relationship arises out of the Registration Data Form as an individual agreement. The agreement is made between the parties when the contracted toll-payer receives the registration customer identifier sent by NÚSZ after registration. It is a condition for the entry into of an individual agreement that the toll payment obligation should be performed under the Registration Data Form. Registration can be made on the internet portal and at the customer service of NÚSZ. By completing the Registration Data Form, the contracted toll-payer provides NÚSZ with the following data:
- 4.2.2 By completing the Registration Data Form, the contracted toll-payer provides NÚSZ with the following data:
  - (a) in the event of a contracted toll-payer who is a private individual:
    - (i) name;
    - (ii) address;
    - (iii) mailing address;
    - (iv) e-mail;
    - (v) phone number able to receive text messages;
    - (vi) password.
  - (b) in the event of a contracted toll-payer that is not a private individual:
    - (i) name;
    - (ii) address;
    - (iii) mailing address;
    - (iv) tax number (optional in the event of a contracted toll-payer that is resident abroad and is not a private individual);
    - (v) e-mail;

- (vi) phone number able to receive text messages;
- (vii) password.

4.2.3 By completing the Registration Data Form, the contracted toll-payer provides NÚSZ with the following data related to the tolled motor vehicle (Registered Vehicle Data Form):

- (a) number plate;
- (b) country code;
- (c) (EURO) emission class;
- (d) height;
- (e) width;
- (f) length;
- (g) vehicle category (number of axles);
- (h) permitted maximum total weight (total weight);
- (i) axle weight;

4.2.4 It is possible for the contracted toll-payer to give the data under Clause 4.2.3 in respect of several different tolled motor vehicles in the course of completing the Registration Data Form. In such case all tolled motor vehicles shall belong to the contracted toll-payer indicated in Clause 4.2.2

4.2.5 It is a requirement concerning the password of the contracted toll-payer under Clause 4.2.2(a)(vi) or 4.2.2(b)(vii) that

- (a) it shall be minimum 6 characters long;
- (b) it shall contain a combination of letters and numbers;
- (c) it may not contain any accented letters, special characters or space.

4.2.6 After the completion of the Registration Data Form NÚSZ shall send the registration customer identifier of the contracted toll-payer to the e-mail address indicated in the Registration Data Form. The contracted toll-payer may assign the data of one or more tolled motor vehicle indicated under Clause 4.2.3 to the individual road usage current account, as selected by the contracted toll-payer. The contracted toll-payer may assign one tolled motor vehicle to several individual road usage current accounts.

4.2.7 After registration it is necessary to make available sufficient funds for the purchase of a route ticket, which is possible

- (a) by making available credit in the individual road usage current account, which may be made:
  - (i) through the internet portal;
  - (ii) at customer service offices of NÚSZ;

(iii) at the points of scale of the retailers of NÚSZ.

(iv) Via bank transfer according to items a)-c):

a) Bank transfer to be made by the bank account of NÚSZ opened for this particular purpose under account number 10402166-49555557-57541313 (IBAN: HU11 104021664955555757541313). Only the unique road usage current account number needs to be indicated in the comment field of the bank transfer order.

b) Pursuant to an agreement between KAVOSZ Vállalkozásfejlesztési Zrt. (hereinafter „KAVOSZ VF”), acting as creditor pursuant to the Government Decree No. 323/2013 (VI.30.) on the state guarantee and interest subsidy for the travelled distance based, pro-rata payment of toll for the usage of motorways, expressways and main roads, as well as based on the order of any contracted toll payer who entered into a loan agreement with KAVISZ VF, KAVOSZ VF may execute the transfer also into the bank account of NÚSZ No.10402142-49555557-57541306 (IBAN number HU24 10402142 49555557 57541306), opened for such purposes. Pursuant to the agreement between NÚSZ and KAVOSZ VF, KAVOSZ VF may dispatch a transfer containing the orders of the contracted toll payers to be executed on the same day in a consolidated basis, in one lump sum, into the bank account specified above and, simultaneously shall send a detailed statement to NÚSZ indicating the contracted toll payers involved in the particular transfer order, their individual road usage current accounts and the amounts to be credited on each individual road usage current account. NÚSZ manages any transfer sent pursuant to this clause as toll payment by the contracted toll payers, in the amount indicated in the received statement.

NÚSZ shall not be liable if the funds cannot be credited in the individual road usage current accounts due to any erroneous or incomplete statement, sent by KAVOSZ VF.

c) Common provisions applicable to bank transfer under Clause 4.2.7 (iv.):

The funds and credited on the individual road usage current accounts no later than on the first banking day after the receipt of the transferred amount in a NÚSZ bank account providing that the transfer was made as described in point (iv) into the right bank account and that NÚSZ can identify the individual road usage current account without any doubt.

The time of origination of the road usage authorisation is the time when, based on the transfer, the funds are credited in the individual road usage current account.

If the comment field of the bank transfer transaction referred to in point a) above is empty or is not completed as required, or if in the case of a transfer referred to in point b) the detailed statement defined in point b) is incomplete or contains inadequate data but NÚSZ can get a positive ID on the unique road use current account of the contracted toll payer, the transferred amount is credited to the specific account within three business days.

If NÚSZ is unable to identify the contracted toll payer and/or the unique road use current account number beyond reasonable doubt, it will transfer the amount reduced by the costs of the bank transfer to the partner initiating the original bank transfer transaction.

- (b) or with a performance guarantee provided for post-payment pursuant to the annex.
- 4.2.8 After the closing of the registration and the availability of sufficient funds, a route ticket may be purchased at the following places:
- (a) on the internet portal;
- 4.2.9 The following data shall be given when a route ticket is purchased:
- (a) number plate;
  - (b) routes (starting and end point of the planned road usage, direction of travel and no more than 4 further points which are crossed in the course of the use of the road);
  - (c) start of validity:
- 4.2.10 Based on the data given upon the purchase of a route ticket, NÚSZ forwards the declaration of the contracted toll-payer to the toll charger
- 4.2.11 Based on data given in relation to the tolled motor vehicle in the Registration Data Form completed by the contracted toll-payer and the routes indicated under Clause 4.2.9(b), NÚSZ generates an individual road usage identifier and determines the amount of the toll to be paid.
- 4.2.12 When indicating the validity of a route ticket, the contracted toll-payer may not give a starting date earlier than the date of purchase of the route ticket and an end date that is later than the 30th calendar day from the purchase of the route ticket.
- 4.2.13 In the event of pre-purchase, the term of validity of the purchased route ticket lasts from 00:00 o'clock of the calendar day indicated as the start of validity until 24:00 o'clock of the following calendar day, otherwise the term of validity lasts from the date of purchase until 24:00 o'clock of the following calendar day.

- 4.2.14 Any purchased route ticket only grants a road usage right for the term of its validity and for the road sections along the route indicated under Clause 4.2.9(b), including the indicated direction of travel.
- 4.2.15 Any purchased route ticket only grants a road usage right exclusively for the vehicle subject to toll payment as defined in Clause 4.2.9; the road use authorisation cannot be transferred to another vehicle subject to toll payment including the indicated direction of travel.
- 4.2.16 While using a road, the contracted toll-payer shall continuously ensure that sufficient funds are available in its individual road usage current account to meet its obligation to provide collateral based on its actual declaration.
- 4.2.17 Upon the purchase of a route ticket NÚSZ debits the price of the route ticket from the individual road usage current account of the contracted toll-payer to which the contracted toll-payer assigned the relevant tolled motor vehicle during registration
- 4.2.18 If the individual road usage current account of the contracted toll-payer does not have sufficient credit, and the usage of the road by the relevant tolled motor vehicle shall be deemed to be as unauthorised use, which shall have the consequences described in law
- 4.2.19 The contracted toll-payer is entitled to return a route ticket purchased from the credit in the road usage current account before the start of validity. Any pre-purchased route ticket may be returned through the internet portal or at the customer services of NÚSZ.
- 4.2.20 When a route ticket is returned, the total amount of the toll paid based on the route ticket shall be refunded to the individual road usage current account of the contracted toll-payer from which it purchased the route ticket.
- 4.2.21 Amendment and modification to the individual agreement
- (a) Amendment of the individual road usage agreement in the event of pre-payment
- The provisions of the individual agreement may at any time be amended and modified throughout the term of the individual road usage agreement in respect of the data indicated in the Registration Data Form.
- The contracted toll-payer may amend an individual agreement by logging in to the internet portal provided by NÚSZ. For log-in the contracted toll-payer shall use the name and password given during registration.
- Moreover the provisions concerning amendments and modifications to agreements shall be applicable to the amendment of the individual agreement. The data given under Clause 4.2.9 for the purchase of a route ticket may not be modified after the payment of the toll, if the contracted toll-payer wishes to amend any individual agreement in such a way, it is only possible by returning the route ticket under Clause 4.2.19 and purchasing a new route ticket with the amended data.
- (b) The individual road usage agreement may be modified pursuant to the provisions of Clause 5 if the post payment option is granted.
- 4.2.22 Termination of the individual road usage agreement

In the event of pre-payment an individual road usage agreement may terminate:

- (a) upon the expiry of two years from the time when the contracted toll-payer made credit available for the last time:

Upon the expiry of two years from the time when the contracted toll-payer made credit available for the last time: 15 days prior to the termination of the agreement NÚSZ sends an SMS message to the phone number indicated in the Registration Data Form that if no credit is made available, then the individual agreement will expire upon the expiry of 15 days and the balance of the individual road usage current account shall be transferred to the toll charger as toll from the current account.

- (b) by regular termination by the contracted toll-payer upon 90 days' notice;
- (c) upon termination with immediate effect by the contracted toll-payer in the event of any serious breach by the bound toll service provider

4.2.23 In the event of the termination of the individual agreement the unused balance made available by the contracted toll-payer in the individual road usage current account shall not be refunded to the contracted toll-payer.

4.2.24 The road usage right granted upon the purchase of a route ticket shall terminate irrespective of the term of the individual agreement:

- (a) upon the return of any purchased route ticket;
- (b) when the contracted toll-payer finishes road usage in accordance with the terms and conditions applicable to the purchased route ticket (including without limitation the indicated tolled motor vehicle, route and validity);
- (c) upon the expiry of the validity of the purchased route ticket.

### **4.3 Toll payment with the involvement of a Toll Declaration Operator**

4.3.1 If a contracted toll-payer performs its toll declaration obligation in relation to toll payment with the involvement of a Toll Declaration Operator under an agreement that is in effect with the Toll Declaration Operator that has a contractual relationship with NÚSZ, a legal relationship arises subject to the Registration Data Form as an individual agreement. The list of Toll Declaration Operators that have contractual relationships with NÚSZ is available on the internet portal. It is a condition for the entry into of an individual agreement that the toll payment obligation should be performed under the Registration Data Form. Registration can be made on the internet portal and at the customer service of NÚSZ.

4.3.2 Clauses 4.2.2-4.2.7 contain the process of registration and the conclusion of an agreement with the following deviations:

- (a) If a Toll Declaration Operator is involved, the contracted toll-payer shall give NÚSZ the identification data of the OBU registered in addition to completing the Registration Data Form and providing the data of the vehicle.

4.3.3 The contracted toll-payer performs its toll declaration obligation through the data provision of the Toll Declaration Operator involved; in the course of data provision the Toll Declaration Operator is a performance agent of the contracted toll-payer.



- 4.3.4 In the individual agreement the contracted toll-payer expressly consents to NÚSZ considering the data provided by the Toll Declaration Operator to NÚSZ as the performance of the declaration obligation of the contracted toll-payer. By accepting these GTC and assigning the OBU to the vehicle, the contracted toll-payer accepts the provisions of the general terms and conditions titled “General Terms and Conditions of Individual Agreements on Data Reporting by Toll Declaration Operators” which grants rights and impose obligations on contracted toll-payer. In addition the contracted toll-payer accepts the rules applicable to the case of suspension of data provision for technical reasons, including the obligation to obtain a road usage right even in this case (e.g. by purchasing a route ticket).
- 4.3.5 The Toll Declaration Operator collects the data related to the contracted toll-payer’s road usage with the help of the OBU made available to the contracted toll-payer and determines the actual road usage, which data it forwards to the bound toll service provider as provided for in the agreement between the Toll Declaration Operator and NÚSZ.
- 4.3.6 While using a road, the contracted toll-payer shall continuously ensure that sufficient funds are available in its individual road usage current account to meet its obligation to provide collateral based on its actual declaration. In relation to the provision of collateral the provision in Clauses 4.2.16-4.2.18 shall be applicable with the following deviation:
- (a) In the course of road usage NÚSZ debits the amount of the toll from the individual road usage current account of the contracted toll-payer to which the contracted toll-payer assigned the relevant tolled motor vehicle.
- 4.3.7 The toll charger calculates the toll based on the road usage data made available in the Registration Data Form and by the Toll Declaration Operator.
- 4.3.8 If a contracted toll-payer proposes to reregister the OBU for the purpose of transfer by amending the Registration Data Form, then the bound toll service provider starts to enter to the modification into the records immediately following notification and shall notify the contracted toll-payer of the outcome.
- 4.3.9 The provisions in Clause 4.2.21 shall be applicable to the amendment of individual agreements.
- 4.3.10 The provisions in Clause 4.2.22. shall be applicable to the termination of individual agreements.

## **5. Conditions for Toll Payment via Post-Payment**

- 5.1 The bound toll service provider grants the possibility for toll payment via post-payment if a written agreement is entered into which may be initiated in person by the vehicle operator (or the proxy, authorised in a notarised deed or in a private document, fully acceptable as proof), at the customer services of NÚSZ and by post at the Sales Department of NÚSZ (1134 Budapest, Váci 45. Building B). Compliance with the conditions defined by NÚSZ and stated in Annex 2. of these GTC as well as submission of the specified documents are prerequisites of the agreement.
- 5.2 After receiving the submitted documents, NÚSZ shall decide within one month whether the customer is suitable for toll payment via post-payment.

- 5.3 If there is an individual agreement in effect between the contracted toll-payer and NÚSZ under which the toll may be paid via post-payment and the contracted toll-payer fails to perform any of its payment obligations falling due, then NÚSZ is entitled to suspend or withdraw the possibility of toll payment via post-payment granted under the individual agreement.
- 5.4 If the possibility for toll payment via post-payment is suspended, then the contracted toll-payer may use the tolled road sections by purchasing an ad hoc route ticket or by new registration and pre-purchase.
- 5.5 If throughout the term of suspension the contracted toll-payer performs its payment obligation, then NÚSZ cancels the suspension, failing which the possibility for toll payment via post-payment shall be cancelled with respect to the contracted toll-payer from the 30<sup>th</sup> day following the commencement date of suspension.
- 5.6 Modification of the individual agreement for toll payment via post-payment may be initiated in person by the vehicle operator (or the proxy, authorised in a notarised deed or in a private document, fully acceptable as proof), at the customer services of NÚSZ and by post at the Sales Department of NÚSZ (1134 Budapest, Váci út 45. Building B).

## **6. Rules Concerning Queries, Payment, Invoicing, Accounting in Relation to Toll Payment**

6.1 The user of the service agrees that invoice on the service will be issued by NÚSZ Zrt. electronically.

6.2 Querying the balance and road usage transactions

6.2.1. The contracted toll-payer may query from NÚSZ the balance of its individual road usage current account as stated below:

- (a) if the toll is charged to a prepaid balance, the contracted toll payer may query the uploaded and not yet used balance;
- (b) if the toll is paid via post-payment, the contracted toll payer may query the total of the declarations that have not yet been settled.

6.2.2. The contracted toll-payer may query from NÚSZ the transactions relating to its individual road usage current account. Transactions may be queried based on periods given in calendar days by the contracted toll-payer. However, the period indicated may not fall earlier than 2 years from the date of the query (limitation period).

6.2.3 The contracted toll payer may query the balance:

- (a) on the internet portal;
- (b) at the telephone customer service of NÚSZ;
- (c) in person at the customer service of NÚSZ;

6.2.4 The contracted toll payer may query the road usage transactions:

- (a) on the internet portal;
- (b) in person at the customer service of NÚSZ;

### 6.3 Balance reallocation

6.3.1. The contracted toll-payer may reallocate the balance of its individual road usage current account between its individual road usage current accounts.

6.3.2. The contracted toll-payer may initiate balance reallocation:

- (a) in person at the customer service of NÚSZ;
- (b) on the internet portal;

Pursuant to the designation laid down in law, NÚSZ is a business organisation in exclusive state ownership operating for public benefit and pursuing activities of highlighted significance from the aspect of the national economy, which has to perform its activities in compliance with applicable legal provisions and the contracts regulating the financing of its activities from the central budget and is obliged to pay all revenues resulting from this activity into the central budget.

In consideration of the above, the individual contract to be concluded based on these GTC is of extreme significance for the uninterrupted and due performance of the activities of NÚSZ, therefore any breach thereof may cause significant damage to NÚSZ, that may potentially impact the amount designated in the prevailing act on the budget with respect to the activities of NÚSZ, or to third parties, including the Hungarian State.

## 7. Operation of the Customer Service, Report and Complaint Management

7.1 In order to serve customers, NÚSZ maintains the following customer service channels through which information may be requested and provided and reports and complaints may be lodged and matters can be arranged:

7.1.1 customer service officer according to Annex 1 of the GTC. At the customer service offices customers may use the services defined in the Government Decree No. 209/2013. (VI.18.) during the opening hours;

7.1.2 telephone customer service (Call Center) at number 06-40/40-50-60:

The call centre is available to customers from 00:00-24:00 hrs each day, where NÚSZ provides information in relation to the travelled distance based toll collection system and the toll service provided by it (in English, Hungarian, and German).

7.1.3 E-mail channel at the address [ugyfel@hu-go.hu](mailto:ugyfel@hu-go.hu):

- (a) customers may send their observations on or complaints about the system to the e-mail address and may request information in relation to the operation of the travelled distance based toll collection system (in English, Hungarian and German);
- (b) in the event of incoming e-mails, the messaging system will send an automatic reply about the receipt of the e-mail to the customer.

7.1.4 The channel to receive letters by post is the P.O. box of the central customer service office at 2101. Gödöllő, Po.box.148.

- 7.2 In accordance with the provisions of Act CLV of 1997 on consumer protection in the event of any notice received in person or through the call centre which cannot be arranged or cannot be remedied onsite/at that time, the administrator shall record the customer's complaint in a protocol with the data specified in law.
- 7.3 In the event of a written complaint the contracted toll-payer shall explain the reason for the complaint and give the data necessary for the identification of the complainant, the individual road usage identifier and shall enclose all documents and evidence under which a complaint may be enforced.
- 7.4 The deadline for responding to any written notice and complaints recorded in protocols shall be 30 calendar days under the law.

## **8. Rules Applicable in the Event of any Defective Performance by the Bound Toll Service Provider, Dispute Resolution**

- 8.1 If the contracted toll-payer disagrees with the complaint management procedure conducted by the bound toll service provider under Clause 7 of the GTC or its outcome, then it may contact the Supervising Authority: National Transport Authority (1066 Budapest, Teréz krt. 38.) or may file a complaint at the National Consumer Protection Authority.

## **9. Data Processing**

- 9.1 The data processing identifier issued by the National Data Privacy and Freedom of Information Authority to NÚSZ is available on the internet portal.
- 9.2 By accepting the GTC, the contracted toll-payer acknowledges voluntarily after having received adequate information that NÚSZ is entitled to process the personal data given by the contracted toll-payer or related to the contracted toll-payer (including without limitation any personal data given by the contracted toll-payer in relation to the Service) in compliance with the Toll Road Act. NÚSZ may in particular process the following data:
- (a) for a road user, operator or contracted toll payer who is a natural person, their name, residence, mother's name, place and date of birth, e-mail address, telephone number, payment account number, and the data of their personal identification document;
  - (b) for a road user, operator or contracted toll payer which is a legal person, its name, registered office, company registration number or other identifier issued by the licensing authority, its e-mail address, telephone number and payment account number;
  - (c) the amount of the toll to be paid;
  - (d) the place and time of road use;
  - (e) the place and time of toll payment;
  - (f) number plate of the tolled motor vehicle or vehicle train;
  - (g) features of the tolled motor vehicle or vehicle train necessary to determine the toll category;
  - (h) identification data of the registered OBU;

- (i) photo of the tolled motor vehicle and its official marking;
  - (j) the route in the event of the use of a tolled road section with a route ticket and the time permitted for travelling on the route and the receipt number;
- 9.3 Purpose of data processing: performance of individual road usage agreements, lawful corporate and business purposes, data provision required for the activities of supervisory organs outlined in law, data provision necessary for the supervising activity of the Police, data provision for official and court proceedings and compliance with the obligation to keep data in relation to the service.
- 9.4 NÚSZ may transfer personal data to its contractual partners engaged in order to perform the tasks related to its day-to-day operation (e.g. bookkeeping, IT services, correspondence data, database maintenance, disbursements, processing of contact details or any other purpose permitted by law, of which information may be requested on a case-by-case basis) to the competent authorities and in the cases specified by law.
- 9.5 Personal data is accessed by the staff administering matters on a day-to-day basis in relation to the service.
- 9.6 NÚSZ shall store the data related to the road usage of the contracted toll-payer for two years following the road usage and the data acquired in relation to the individual road usage agreement for two years following the termination of the individual road usage agreement.
- 9.7 The personal data which needs to be processed for the purpose of compliance with any statutory obligation imposed on the data processor or to enforce any legitimate interest of the data processor or any third party (if the enforcement of this interest is proportionate to the limitation of the right related to the protection of personal data) may be processed without any further consent and even after the withdrawal of consent (pursuant to Section 6 (5) of the Data Privacy Act).
- 9.8 If the contracted toll-payer provides NÚSZ with the personal data of any third party, by providing such data the contracted toll-payer represents and warrants that the relevant person has given express, unambiguous, well-informed consent in accordance with the relevant laws to the processing of its data as set out in this GTC, including without limitation data transfer to NÚSZ.
- 9.9 Information may be requested from NÚSZ about the processing of personal data and it may also be requested that any personal data be rectified, erased or blocked. In the cases described by law an objection may be made against the processing of personal data. In the least expected case that any right related to personal data is infringed the relevant person may contact the competent data privacy authority (National Authority for Data Protection and Freedom of Information, 1125 Budapest, Szilágyi Erzsébet fasor 22/C.; phone: +36-1+391-1400; fax: +36-1-391-1410; e-mail: [ugyfelszolgalat@naih.hu](mailto:ugyfelszolgalat@naih.hu)) or to the court. Chapters 13-17 and Chapter 30 of the Data Privacy Act contains the detailed rights and remedies available in relation to data processing.
- 9.10 The contracted toll-payer surveys, familiarises itself and accepts the technical facilities, risks and limitations associated with the exercise of the road usage right, especially with the conclusion of an agreement by electronic means and electronic communication. The contracted toll-payer shall in particular ensure the safe use of the devices applied in relation to the making use of the road usage right and that any necessary precaution is taken (e.g. using antivirus and antispyware software, installing other security updates, selecting identifiers and passwords affording sufficient protection). Furthermore the contracted toll-payer ensures that its data used in the course of making use of the road usage right (e.g. personal data, passwords, identifiers) are safely used and in this respect it shall prevent any unauthorised person from accessing such

data. The contracted toll-payer shall immediately notify NÚSZ if it notices any abuse or misuse or other irregularity in relation to the above data and if necessary describing the relevant fact and anticipated consequences in detail. In respect of the above the contracted toll-payer shall have exclusive liability (unless otherwise provided for by the provisions of the relevant law not permitting any deviation) in particular for (i) the consequences of the use of electronic devices coming into existence or applied when the road usage right is exercised or any downtime or disruption of their operation; (ii) consequences arising out of the degeneration, loss, theft or failure of uploading of the data used when the road usage right is exercised; (iii) any delay in the transfer of information; (iv) consequences arising out of the appearance of viruses and other harmful components; (v) consequences arising out of any failure of software, hardware or any other technical devices or network.

## **10. Exemption**

- 10.1 The range of vehicles exempted from paying toll are outlined in the Toll Road Act and in Decree No. 36/2007 (III.26.) of the Minister of Economics and Transport.
- 10.2 Before the planned use of any tolled road sections, the operator of a toll-free vehicle shall request from the registration authority (Police) that the toll-free vehicle should be entered into the registry through direct access on the users' site made available by the registration authority or by notification in the electronic form published by the registration authority. The provider of the data shall be responsible for the accuracy of the data provided in the course of notification, the toll or penalty or for any damage arising in relation to any vehicle entered into the registry or deleted without authorisation or failed to be deleted. The term of toll exemption is the period indicated in the notification.
- 10.3 The contracted toll-payer is not required to pay toll on otherwise tolled road section during the closure of the public road, traffic restriction or diversion which the agencies authorised to close public roads or restrict or divert traffic designated as a detour.

## **11. Verification the Road Usage Right, Sanctions, Collection**

- 11.1 The Police shall verify the road usage right.
- 11.2 NÚSZ as the supporting enforcement agency shall provide data necessary for enforcement to the Police.
- 11.3 After verifying the road usage authorisation, the Police shall impose an administrative penalty in accordance with the relevant laws if it can be established that the road usage was not authorised.

## **12. Amendment and Modification to the GTC**

- 12.1 NÚSZ is entitled to unilaterally amend or modify this GTC.
- 12.2 NÚSZ shall inform the contracted toll payers of at least 15 days prior to the entry into force of the modified GTC. NÚSZ fulfils that notification obligation by disclosing the information on the [www.hu-go.hu](http://www.hu-go.hu) internet portal.
- 12.3 In the notice NÚSZ shall draw the attention of the contracted toll-payers to the fact that after the notice until the date of entry into force of the amended GTC contracted toll-payers are entitled to terminate the road usage agreement with effect from the entry into force of the amended GTC. In this case the date of termination of the individual agreement is the date of entry into force of the amended GTC.

### **13. Applicable law, language settlement of disputes**

- 13.1 The Parties agree that any issue related to the legal relationship existing between them shall be governed by the Hungarian law.
- 13.2 These GTC has been prepared in Hungarian and in the event of the entry into of an agreement the Hungarian version shall prevail.
- 13.3 Issues not provided for in these GTC shall be governed by the individual agreement made between the Parties and the relevant laws and regulations of Hungary.
- 13.4 The Parties shall submit themselves to the exclusive competence of the Central District Court of Buda, depending on its jurisdiction.
- 13.5 If any provision of the agreement becomes ineffective or null and void, it shall not render the other provisions of the agreement or the whole agreement ineffective or null and void.
- 13.6 Should there be any difference between the provisions of the individual agreement and the provisions of the GTC, the provisions of the individual agreement shall prevail.

### **14. Confidentiality**

- 14.1 The Parties agree to treat any information concerning the agreement and any activity performed pursuant to it as strictly confidential, business secret. Any information obtained in that manner may be disclosed to third parties in any way pursuant to the provisions of the law or based on an expressed, prior written consent of the other party.
- 14.2 It shall not constitute violation of contract, if either party discloses any information constituting business secret to a competent and duly authorised court authority or any other agency specified by the law in order to exercise any lawful right or to perform any obligation specified in the law.
- 14.3 The Parties may claim against the other Party for all damages resulting from the violation of contract due to the infringement of the confidentiality obligation.
- 14.4 The Parties agree that the confidentiality obligations stated in clause 14 of the GTC prevail during the effective term of the agreement and for two subsequent years from its termination.

### **15. Force majeure**

- 15.1 It shall not constitute a breach if any of the Parties is not able to perform its obligations set out in this agreement for any reason beyond the control of and insurmountable to the Parties (force majeure). Such circumstances include without limitation any act of war, riot, sabotage, any attack involving an explosion, major disruption in the energy supply or natural disaster, strike, any measure taken upon the order of organs authorised under Act CXIII of 2011 on the Hungarian army and measures that can be taken upon the existence of extraordinary legal order and Act XXXIV of 1994 on the police.

### **16. Supervisory Authority**

NÚSZ as a bound toll service provider is under the supervision of the National Transport Authority.

Address: 1066 Budapest, Teréz körút 38.

Phone number: +36 1 373 1400

**17. List of Schedules**

The GTC contains the following Schedules:

Schedule 1 – Contact Details of the Regional Customer Services of NÚSZ

Schedule 2 – Conditions for Toll Payment via Post-Payment



## Schedule 1 – Contact Details of the Regional Customer Services of NÚSZ

Town	Location	Motorway	Km	Motorway side*	Business hours		
					Mon-Fri	Wednesday	Sat-Sun
Budapest	rest station (Szilas rest station)	M3	12	right	0-24	0-24	0-24
Budaörs	rest station (Garibaldi u. 1.)	M1/ M7	9	right	7-19	7-19	8-16
Miskolc	Pesti utca 88-96. (Sever Center)	M30	-	-	8-16	10-18	-
Debrecen	Kassai út 27.	-	-	-	8-16	10-18	-
Szolnok	Abonyi út. Topographic number: 8154/34/A	-	-	-	8-16	10-18	-
Gyöngyös	Atkári út 2.	-	-	-	8-16	10-18	-
Nyíregyháza	Debreceni út 256.	-	-	-	8-16	10-18	-
Békéscsaba	Berényi út 93.	-	-	-	8-16	10-18	-
Szeged	Budapesti út 2.	-	-	-	8-16	10-18	-
Pécs	Mohácsi út 16.	-	-	-	8-16	10-18	-
Lajosmizse	Service area	M5	67	Right	8-16	10-18	-
Dunaújváros	Venyimi út 8C.	M6	-	-	8-16	10-18	-
Székesfehérvár	Service area	M7	59	Right	8-16	10-18	-
Lébény	Engineering bureau	M1	142	Left	8-16	10-18	-
Veszprém	Budapest út 89.	-	-	-	8-16	10-18	-
Szombathely	Körmendi út 100.	-	-	-	8-16	10-18	-
Eszteregnye	Engineering bureau	M7	219	Right	8-16	10-18	-

## Schedule 2 – Conditions for Toll Payment via Post-Payment

1. NTPS sets the following conditions for toll payment via post payment.

1.1 No agreement may be concluded for toll payment via post payment with any corporate entity, which:

- a. is subject to bankruptcy, liquidation procedure or winding up,
- b. has been deleted from the company register or against which such a procedure has been launched,
- c. has not been registered in the company register providing that the foundation requires registration,
- d. has any debt from a loan agreement, bank guarantee agreement, factoring master agreement or financial lease agreement, overdue for more than six months,
- e. has any overdue and not renegotiated tax, customs and social security debt,
- f. is an offshore entity, and/or whose direct owner(s) is(are) offshore entity(ies) irrespective of their ownership ratio

Offshore companies

NTPS Plc shall regard non-resident companies or companies, the immediate owners of which include offshore companies, as offshore companies. The debtor company shall be regarded by NTPS Plc as an offshore company, if the given business or its immediate owner(s) have been registered in the countries listed below, irrespective of their respective share of ownership.

Andorra	Malta
Anguilla	Isle of Man
Antigua and Barbuda	Marshall Islands
Aruba	Mauritius
The Bahamas	Monaco
Bahrain	Montenegro
Barbados	Montserrat
Belize	Nauru
Bermuda	Niue
Cook Islands	Palau
Costa Rica	Sri Lanka
Channel Islands (Guernsey, Jersey)	Panama
Commonwealth of Dominica	Solomon Islands
Dominican Republic	Samoa
Dubai	San Marino
Gibraltar	Seychelles
Grenada	Sri Lanka
Netherlands Antilles	St. Kitts and Nevis
Ireland	St. Lucia
Cayman Islands	St. Martin
Canary Islands	St. Vincent and the Grenadines
Liberia	Tonga
Liechtenstein	Turks and Caicos Islands
Luxemburg	Vanuatu
Macao	Virgin Islands (British)
Malaysia	Virgin Islands (USA)
Maldives	

- g. with an annual average number of employees that did not reach minimum 1 person in the complete, closed, business year before the submission of the application (i.e., all of the documents to be submitted as attachments according to items 1.2 and 1.3 of Annex 2 of the Terms and Conditions)
- h. has no effective regulatory permits for business operation,
- i. is subject to any restriction in operation, ordered by the court,
- j. has any undisputed surcharge or any other debt to NÚSZ, overdue for more than 30 days,
- k. has been excluded from the post payment system of the toll during the period of two years prior to the submission of the application for toll post payment,
- l. has provided untrue or false data in order to participate in the toll post payment system, or for any other reason.

1.2 The corporate entity must complete and officially sign a form on the applicability of the above conditions simultaneously with the submission of the application.

1.3 In addition to the data forms specified in item 1.2, the submission of the following documents, in printed format and duly signed, is required when submitting the application. If the document to be submitted contains the company's authorised signature – due to the nature of the document (e. g. specimen signature or a counter-signed sample signature prepared by the attorney) – then it is not necessary to sign it separately:

- a. authentic certificate of incorporation, issued no more than 30 days prior to the submission of the application;
- b. joint tax certificate, issued no more than 30 days prior to the submission of the application, or a printed and duly signed copy of the database inquiry verifying that the company is included in the list of public debt-free taxpayers' database;
- c. a certified specimen signature or specimen signature drawn up by an attorney (original, or copy certified by a notary public);
- d. audited consolidated (joint) financial statements for the last two closed business years, prepared according to the Hungarian accounting regulations or, if no such statements are available, then an annual report or simplified annual report;

1.4 Another condition of the toll post payment is that NÚSZ should deem the client creditworthy pursuant to the provisions of its effective regulations. The credit rating of the clients is performed based on the following information:

- a. date of foundation
- b. average statistical headcount figure
- c. type of company
- d. financial data
- e. owners
- f. result of the Altman model for the developing markets, calculated on the basis of the data of the last two closed business years

1.5 The client is classified into a low, average or high risk client category as a result of the client rating procedure. The client is able to provide a performance guarantee to NÚSZ as specified below to secure its obligations towards NÚSZ, undertaken in an agreement (including especially toll payment).

- a. low risk category: no performance security is required
- b. average risk category: performance security is required up to 75% of the client limit
- c. high risk category: performance security is required up to 100% of the client limit

The client limit is calculated on the basis of the client's financial data, the analysis of the data of the road usage, registered in the HU-GO system until the application and with the involvement of an external credit rating company.

- 1.6 After receiving the submitted documents, NÚSZ shall decide within 30 days whether the client is suitable for toll payment via post-payment and on the performance guarantee that needs to be provided in order to participate in the toll post payment system. If during the assessment supplementation is applied, the date of submission of the application for toll post payment shall be the date of the submission of the last missing data.
- 1.7 If during the period between the submission of the application and the signing of the contract a change takes place in the data included in the application, the applicant is obligated to notify the NÚSZ in writing according without delay. On the business day following the receipt by the NÚSZ of such notification the customer qualification is restarted with consideration of the changed data, with one month's time allowed for NÚSZ to complete it.
- 1.8 When considering the application, NÚSZ is entitled to verify that the data included in the application are correct and in line with reality, and if during such verification missing data or a discrepancy is ascertained, NÚSZ will call on the customer in writing to provide the missing data or credibly clarify the discrepancy within a deadline of maximum 15 days. On the business day following the receipt by NTPS of the complete provision of all of the missing data or the data credibly clarifying the discrepancy, the customer qualification is restarted with consideration of the provided, previously missing, or clarified data, with one month's time allowed for NÚSZ to complete it.