GENERAL TERMS AND CONDITIONS

on the use of the Simple System

22st of June, 2019

Preamble

1. The Simple System provides new experience of purchase and use of services with the innovative integration of digital devices and mobile purchase solutions in such a way that the integrated services are ensured for the User in an integrated application.

2. The present General Terms and Conditions (**GTC**) shall determine the conditions of the use of the Simple System and the rights and obligations of the Service Provider and the User.

General information

3. The Operator of the Simple System and the Provider of Simple Service is the OTP Mobile Service Limited Liability Company (OTP Mobile Ltd.).

4. Public company data of the OTP Mobile Ltd.:

Seat:	1093 Budapest, Közraktár u. 30-32.
Place of business:	1093 Budapest, Közraktár u. 30-32.
Postal address:	1093 Budapest, Közraktár u. 30-32.
Reg. No.:	01-09-174466
Registered by:	Metropolitan Company Court
Tax No.:	24386106-2-43
Repr. by:	Péter Benyó Managing Director, individually
Bank account:	11794008-20543226-00000000) OTP Bank Nyrt.
Telephone:	+36 1 776-6901
Fax:	+36 1 776 6902
E-mail:	ugyfelszolgalat@simple.hu

Definitions

5. **Simple System:** Information technology system (IT system) developed for mobile devices, operating through mobile applications on mobile devices, enabling mobile purchase which provides new experience of purchase and use of services with the innovative integration of digital devices and mobile payment solutions, in such a way that the integrated services are ensured for the User in an integrated system. Included herein are the services and systems available through the system website (www.simple.hu), and the comfort functions and services related thereto.

6. **User:** Private person who registered to Simple System and has agreed to be bound by the present GTC.

7. **Service Provider:** OTP Mobile Service Limited Liability Company, Owner and Operator of the Simple System.

8. **Business partner:** The private person, legal entity or organization without legal entity which entered into a contract with the Service Provider and whose product or service is available, purchasable, consumable or can be used by the User in the Simple System and/or which accepts the identifiers ensured to the Users by Simple System, ensures the benefits and for the User,

and/or whose content is displayed by the Service Provider but it shall not be considered as Retailer of the Service Provider.

9. **Mobile payment:** All methods of payment supplied by the Service Provider in order to the User will be able to pay the fee of the selected service (for example payment from Simple Card Credit or through Virtual Point of Sale (VPOS))

10. **Service:** Product and service provided by the Counterparty which is available in the Simple System for the Users.

11. **Mobile device:** Mobile phone, smart phone, tablet, phablet and other technical devices which are capable of mobile communication and traffic od cellular data.

12. **Website:** Content available at (URL) **www.simple.hu, and www.simplejatekok.hu.**

13. **Event:** Cultural, leisure, entertainment, sport, music or other event, movie, program of which the Service Provider sells tickets for the Users.

14. **Entry Ticket**: Ticket entitling to enter and participate to the Events

15. **Event Manager:** A third person who takes care of the organization and holding of the events.

16. **NMPS Act:** The Act CC of 2011 on the national mobile payment system.

17. **NMPS Government Decree:** Government Decree No. 356/2012 (XII. 13.) on the execution of the Act CC of 2011 on the national mobile payment system.

18. **Centralized mobile sales services:** Services determined in the section of 2 a)-d) of the NMPS Act among which the effect of the present GTC covers public parking services based on the section 2 a) of the Act and providing public roads for traffic purposes to be used in exchange for toll based on the section 2 b) of the Act (Motorway toll, E-Vignette). In the framework of sale of E-Vignettes the Service Provider sells the following types of E-Vignettes:

a. D1 weekly (10 days), monthly (30 days) and annual country and county E-Vignette
b. D2 weekly (10 days), monthly (30 days) and annual country and county E-Vignette
c. U weekly (10 days), monthly (30 days), and annual country and county E-Vignette
d. B2 weekly (10 days), monthly (30 days) and annual country and county E-Vignette
e. D1M weekly (10 days) E-Vignette

19. **NMP:** The National Mobile Payment Plc. appointed as national mobile payment organization by the section 2 (1) of the Government Decree.

20. **NMPS:** National mobile payment system defined in section 1 d) of the Act.

21. **Territory:** sites on which the Service Provider renders the Services on parking ticket purchase.

22. **Tariffs:** It contains the fees and costs chargeable by the Service Provider upon parking ticket or motorway toll purchase which shall be published by the Service Provider as a notice from time to time on the Website.

23. **Wallet:** the electronic wallet service provided by the Service Provider within the Simple System.

24. **NFC payment:** payment procedures undertaken via Near Field Communications, a technological standard providing for short-range, two-way communications.

25. **Card digitisation:** the enabling of a Paypass-compatible MasterCard issued by OTP Bank Nyrt. and in possession of the User to facilitate touch-free payment procedures within Wallet.

26. **Simple Card:** a virtual debit card issued by OTP Bank Nyrt., which is charged by the User via VPOS with credit to be used for purchases; and which is provided to User should their debit card not be compatible with Card digitisation.

27. **Cheque Payment:** the service built into the Simple System by the Service Provider under the agreement concluded with Magyar Posta Zrt. (seat: 1138 Budapest, Dunavirág utca 2-6., Reg. No: 01-10-042463, VAT No: 10901232-2-44), which enables postal cheques, i. e. cash transfer orders and postal bill payment orders to be settled by scanning Postal codes, i. e. QR-codes in the Simple System.

28. **Cheque:** cash transfer order (yellow cheque) and postal bill payment order (white cheque). The detailed terms and conditions are provided by the General Terms and Conditions of Magyar Posta on the use of the cash transfer order service and the use of the postal bill payment service.

29. **Postal code:** an encrypted, two-dimensional barcode, so-called QR code on the Cheque, which contains the Cheque payment data and meets the requirements specified by Magyar Posta Zrt.

30. **Posta GTC:** general terms and conditions of Cheque Payment, cash transfer order and postal bill payment order operated by another service provider, payment service initiated by an IT application for scanning Postal codes (QR codes) issued by Magyar Posta Zrt., available at the following website: https://www.posta.hu

31. **SimplePay services:** services enabling and helping online payment, provided by the Simple to merchants selling online.

Scope of services available through the Simple System

32. The Service Provider is entitled in his discretion, unilaterally, to modify, to extend, to detract the Services, contents and functions available in the Simple System, and also to introduce new Services, contents and functions. The Service Provider informs the Users about the availability of new Services, contents and functions in the Simple System among others on his Website.

33. The Business partners provide their Services in accordance with the conditions and business policy requirements of their own general terms and conditions and with the conditions and rules developed by them. By the acceptance of the present GTC the User agrees to be bound by the terms and conditions of the Business partners relating to the supply of the services.

34. The following services are available in the Simple System at the present time:

a) Vending Machine: purchase from the Vending Machine with mobile device
b) Ticket: purchase of theatre, concert and movie tickets
c) Food Ordering: distant, delivering food order
d) Party
e) Parking and E-Vignette: purchase of parking ticket and E-Vignette.
f) Taxi: taxi-order service
g) Loyalty-Cards service
h) Coupon
i) Bookline

Services which are also available and functioning on the www.simple.hu website:

aa) within the ticket purchase card, the purchase of festival tickets available under the festival card.

User registration

35. Users may register to the Simple System in several ways:

a) on the Website, clicking on "Registration" and entering the e-mail address and a password
b) with the Users' Facebook account (name and e-mail address registered in www.facebook.com)
c) with the Users' Google + account (e-mail address and name)
d) When registering, users may optionally also provide their data as per the following:
   - Telephone number
   - Name
   - Maiden name
   - Birthplace and time of birth
   - Mother's maiden name
   - Billing information: billing name, billing address, VAT no. (in cases of legal entities).

   User may provide more than one e-mail addresses in the use of the Simple System; the Simple System connects the given e-mail addresses by the relevant User automatically.

36. In the registration process the Users are bound to provide real data in accordance with their valid identity card and address card and they shall notify the Service Provider of any changes in these data without delay, but no later than within 15 days.

   The Service Provider hereby excludes his liability for the damages arisen from providing misleading, wrong or false data or e-mail address during the registration, at the same time the Service Provider is entitled to claim the compensation of any damages arising from such activity of the User. Users are entitled at any time to verify or modify their data. The Service Provider is entitled to cancel the data obviously wrong or false, in case of doubt the Service Provider is entitled to control the reality of data.

   The Service Provider withholds the right to decline Simple registration of the User in particular in case of providing unreal or false data or in case of suspicion of any abuse with the data provided during the registration.

   In the event that the Service Provider becomes aware of that the User provides data of other or non-existing person or unreal or false data during the registration and/or the use of the Simple System which infringes the present GTC, third persons' rights or the law, the Service Provider is entitled to terminate the agreement concluded with the User with immediate effect.

   The personal data given during the registration are not public and are not available for third persons. In case of lost or forgotten password the Service Provider shall reproduce or modify it at the User's request.

   The User acknowledges that persons under 16 years of age shall not register to the Simple System and shall not enter into a contract according to the present GTC. The User is obliged to give the true and factual answer of the age validating question during the registration. The Service Provider is entitled to delete the User's Simple account and registration if the User provides any false data of age.

37. The User is fully responsible in connection with the username and password belonging to his/her Simple System registration and with all and any activity by them. The User undertakes to immediately inform the customer service of the Service Provider in case of the unlawful use of his data or in case of the contravention of the safety in any way. The Service Provider is not liable

for the damages arisen from the storage of the password or from handing over the user name and the password to third person.

38. Users may register after the download and install of the Simple application to their Mobile Device. Users attend to download and install other applications or programmes in case these are necessary for the functioning of the Simple application on the Mobile device.

   The User is not entitled to cancel his registration (profile) himself from the Simple System. In the event of such intention the User shall notify the Service Provider from his claim of cancellation on ugyfelszolgalat@simple.hu e-mail address and the Service Provider will ensure to cancel the User's registration (profile). Before the effective cancellation of the User's registration (profile), the Service Provider sends a confirmation e-mail to the User, and he will execute the cancellation only if the User gives a positive answer. The User acknowledges that in case of cancellation of his Simple registration or profile, all data, order stored in the Simple System will be definitively and irrevocably cancelled.

   User can also register to the Simple System on the simple.hu website, without downloading and installing the simple application to a Mobile device.

Acceptance of the GTC

39. During the Simple Registration herein, at the end of the Simple registration with a final "click" the Users agree to be bound by the present GTC which includes the privacy policy.

40. The Users expressly grant consent by the acceptance of this GTC to The Service Provider to manage their personal data given during the Simple Registration and the data given and managed in the Simple System for the purpose, to the extent, in the manner as stipulated in the present GTC.

41. The User acknowledges that it is only entitled to use the Simple System if it agreed to abide by the present GTC.

Description of the Services and processes available in the Simple System

42. The User acknowledges that the scope of the services and processes available and functioning through the Simple System as well as that which of these Services and processes are available via the simple.hu website is subject to the discretion and unilateral decision of the Service Provider.

43. The Simple System is susceptible to provide the following services and to control the following processes:

General process of purchase

44. Only Users registered in the Simple System are entitled to purchase through the Simple System. In course of purchasing first the User learns the characteristic of the purchased Service, selects the concrete Service, puts it to basket and initiates the payment process.

Wallet

45. The Simple Wallet service (hereafter referred to as **Wallet**) is an electronic wallet service available through the Simple Sytem, which aims to provide User with a classic "leather wallet" feel through their mobile device. The Wallet service includes the following elements:
a) Debit card registration within the Simple System, including the storage thereof;
b) NFC payment function
c) Simple Card payment function

d) Support of money transfer via bank: provision of technical support to inter-bank money transfer within OTP Bank Plc by way of the Simple System's platform;

e) Support of bank account balance inquiry: provision of technical support to the viewing of an account balance at OTP Bank Plc pertaining to a bank card issued by OTP Bank Plc;

f) Bank card registration: registration of OTP Bank Plc issued bank cards via OTP SmartBank or OTP Direct services into the Simple System.

g) Simple account payment, which is a service available in the Simple System by using of which the User can pay the price of the purchases on the SimplePay payment page with his/her bankcard registered in Simple Wallet service in case of online purchases at such online merchants, which uses SimplePay services of Simple.

The User can initiate the Simple account payment in the payment process on the SimplePay payment page in the merchant's webstore by clicking on Payment with Simple account button.

After that the form necessary for the log in into the Simple Application and System will be presented where the User can log in into the Simple Application by using Facebook account, Google account or e-mail address and password. After the log in the User enters the Simple Application and chooses one bankcard among his/her bankcards registered and stored in Simple Application which he/she wants to use for the payment; then he/she returns to the SimplePay payment page, where he/she manages the payment with the bankcard chosen.

h) QR code payment, which is a service available in the Simple System by using of which the User can pay the price of the purchases on the SimplePay payment page with his/her bankcard registered in Simple Wallet service in case of online purchases at such online merchants, which uses SimplePay services of Simple.

The User can initiate the QR code payment from the SimplePay payment page by clicking the QR code payment button in the payment process in the merchant's webstore.

After that a QR code appears on the SimplePay payment page which the User can read with clicking on the QR payment button of the Simple Application. After reading the QR code the bankcards registered and stored in the Simple Wallet will be presented for the User and the User chooses one bankcard among them which he/she wants to use for the payment on the SimplePay payment page. The payment is managed with the bankcard chosen.

i) Push notifcation payment which is a service available in the Simple System by using of which the User can pay the price of the purchases on the SimplePay payment page with his/her bankcard registered in Simple Wallet service in case of online purchases at such online merchants, which uses SimplePay services of Simple.

In case of push notification payment the User enters the Simple Application through push notification sent to him/her automatically or for the request of the User by Simple and he/she chooses the bankcard registered and stored in the Simple Application and System which he/she wants to use for payment. After that the payment will be managed with the bankcard chosen.

If the User switched on the automatic push notification function in the Simple Application, Simple sends a push notification to the User automatically based on the e-mail address provided by the merchant to Simple; and if the e-mail address provided by the merchant checks up with the e-mail address registered in the Simple Application, the User will receive the push notification automatically. If the merchant does not provide the User e-mail address to Simple, automatic push notification payment does not work.

If the User did not switch on the automatic push notification function in the Simple Application, the User enters his/her e-mail address registered in the Simple Application on the SimplePay

payment page by clocking on the QR code payment button and then clicks the sending push button and then he/she receives the push notification.

46. **Card registration**

User is to register their debit cards within the Simple System, with which they may pay for purchases made in the Simple System and the Application after registration.

User provides their following data during card registration:
a) Debit card number
b) Expiration date (month/year)
c) Name on card
d) CVC (in case of Visa cards) or CVV (in case of MasterCard cards) security code, which is found on the back of the debit card
e) Debit card name within the Simple System – if the User does not elect to name their card, the Simple System automatically names them based on their type and the last 4 digits of the relevant card number.

User may register more than one cards in the Simple System, and may select one of these upon payment, or may elect to provide new card data upon their preference.

After card registration, if the registered card and User's Mobile devices are both compatible with NFC payments,User may perfrom card digitisation. If the User's Card is unsuited to Card .

The Simple System stores the registered debit cards' data upon successful registration, moreover the card data of NFC compatible, digitised cards and also the card data of Simple.

47. **NFC payment function**

User may enable and use the NFC payment function regarding their card registered in the Simple System, if:

a) the registered card in question is a Paypass-compatible Mastercard debit card issued by OTP Bank Nyrt., and
b) this Mobile device is able to make NFC payments, that is that the device contains an NFC-reader, and
c) the Simple Application has been installed on the Mobile device.

NFC-payment function is available on the aforementioned Mobile devices and with the aforementioned bankcards on the Mobile devices and operation systems with the following technical and other special conditions:

a) On Android Mobile devices:
  - Mobile devices running at least Android 5.0 operation system or later Android version.

b) On iOS Mobile devices:
  - Device types: iPhone 6, iPhone SE. iPad mini 3, Apple Watch 1 and later, newer devices, and
  - iOS operation system versions: Mobile devices running at least iOS 12.1 or later iOS versions, and
  - bankcards with strong authentication function, and
  - the bankcard is registered and stored in the Simple Application, and
  - the bankcard has not been digitalised on NFC-capable iOS Mobile device for the purpose of NFC payment.

In case of bankcards registered and stored in the Simple Application on Mobile devices running iOS operation system a specific button will appear in the Simple Application through which the Card digitalisation process can be started.

If the bankcard registered and stored in the Simple Application has been already digitalised on Mobile devices running iOS operation system, the bankcard will be designated with a specific sign in the Simple Application.

If verification is needed for the Card digitalisation of the bankcard registered and stored in the Simple Application, the User is able to do it by entering his/her phone number, and/or he/she can ask further information with calling the phone number indicated in the Simple Application for that purpose. If the User interrupts the verification, Card digitalisation will also be interrupted and will fail.

If the above criteria are met, Service Provider digitises the card data given by User in the Simple System, by which NFC payments are made possible on the Mobile device running the Simple System (hereafter referred to as **Card digitisation**). Service Provider states and User acknowledges that as part of the Card digitisation, OTP Bank Nyrt. makes a test charge of 100 Ft, that is one-hundred forints on User's card, which is in turn refunded instantly.

The Service Provider discloses and the User hereby acknowledges that OTP Bank Nyrt. provides the Card Digitalisation service, separately from the Wallett service provided by the Service Provider, according to its own contractual terms and fees. The Service Provider provides the Card Digitalisation service as OTP Bank Nyrt.'s service for the request and on behalf of OTP Bank Nyrt. on the basis of the outsourcing agreement concluded with OTP Bank Nyrt on 19th os June 2019. For requesting, processing of Card Digitalisation and for the use of the digitalised Card the contractual terms of OTP Bank Nyrt. shall apply. For Card Digitalisation the contract is concluded between the User and the OTP Bank Nyrt which contract is stored by OTP Bank Nyrt based on the contractual conditions determined by OTP Bank Nyrt. The Service Provider does not store the Card digitalisation contract between the User and the OTP Bank Nyrt. electronically.

For the purpose of Card Digitalisation service the Service Provider provides only technical platform. The User therefore hereby acknowledges based on this information that the Service Provider does not undertake any liability concerning this service and that the User shall address his/her remarks, complaints or claims concerning the Card Digitalisation service to OTP Bank Nyrt.

After successful authorisation, the debit card is stored as an NFC-compatible card in the Simple System, with which the User is able to pay for purchases made outside of the Simple System, on NFC-compatible POS terminals, or for online purchases via VPOS. In the making of payments, the User first initialises the Simple Application, navigates to the Bank cards menu item, and selects the NFC compatible card to be used, then touches its Mobile device to the POS terminal. Should the payable amount exceed the limit pertaining to the PIN-free use of the given Paypass card, the User will be prompted to provide the PIN code of the card being used, or in some cases, to provide the password pertaining to the card in the Simple System.

To enable and use the NFC payment function, User is obligated to provide their phone number.

Simple Card and the Credit uploaded to it can also be used for payment of prices of purchases in the Simple System and outside of it on POS terminal capable for NFC payment in card not present payments and in case of online purchase through VPOS terminals.

Simple Card can be used for NFC payment function according to the aforementioned NFC-payment function provisions on the Mobile devices running the aforementioned Android operation system.

In the payment process the User first enters into the Simple Application, enters the My Bankcards menu, chooses the Simple Card wanted to use for NFC payment, and the User touches his/her Mobile device to the POS terminal. In case of online purchase, the User chooses the Simple Card wanted to use for payment in the payment process. If the purchase price to be paid is higher than the PayPass bankcard payment limit without PIN code, the User enters the PIN code and in certain cases, the Simple System asks for entering password belonging to the requested bankcard.

48. **Simple Card payment function**

If User does not possess a debit card meeting the above criteria of Card digitisation, then User may take part in the Wallet service via a Simple Card. A Simple Card is a virtual debit card issued by OTP Bank Nyrt., the credit available on the Virtual prepaid card of which (hereinafter: Credit) is charged by the User via VPOS and a traditional bank card with internal credit through the Simple System.

In requesting a Simple Card, the User is obligated to provide the following data:
a) Name
b) Address
c) Date of birth
d) Telephone number
e) E-mail address

Service Provider states and User acknowledges that during the registration of the User's bank card into the Simple System, prior to the first charge of the User's balance, OTP Bank Ltd. performs a test charge of HUF 100,-, that is one hundred Hungarian forints for the purposes of two-step verification, which is immediately refunded upon successful verification. User may only charge their Simple Card balance after having successfully completed the above authentication.

User may register multiple cards into the system for the purposes of balance charging, to which the above authentication process will apply in all instances.

Service Provider states and User acknowledges that the Simple Card may only be charged up to a monthly maximum of HUF 65.000,-, that is sixty-five thousand Hungarian forints, and subsequently, the Credit may be used as payment to the above monthly maximum.

Service Provider states that the Simple Card Credit shall be refunded by OTP Bank Nyrt. at any time upon the request of the User, to a bank account nominated by the User. In lieu of nomination, Service Provider refunds the credit sum to the account pertaining to the card last used to charge the credit in question.

49. During the charging of a Simple Card under the Wallet service, Service Provider shall conclude a two-factor authentication regarding the previously registered bank card (as a result of user interaction) by token challenge, concluded by a test charge of HUF 100,-, that is one hundred Hungarian forints ,the failure of which will result in Service Provider's rejection of the registration attempt.

50. Service Provider states and User acknowledges that the Simple Card service is provided by OTP Bank Nyrt., fully separate from the Wallet service provided hereunder by the Service Provider, pursuant to their own terms, conditions and fee structure. User accepts the terms and conditions of OTP Bank Nyrt. regarding the requesting, issuing and use Simple Card within the Simple System, by ticking a checkbox, thereby contracting via electronic means. Acceptance of the above referenced terms is an unconditional requisite of the Simple Card being issued. Contracts made as

per the above are stored by OTP Bank Nyrt., per their own terms and conditions. Service Provider does not store the Simple Card contract electronically.

51. Regarding the Simple Card, Service Provider merely provides a technical platform related thereto. In observance of this information, User expressly accepts that Service Provider neither holds nor accepts any responsibility related thereto, and that any and all notices and complaints, or any claims must be sent directly to OTP Bank Nyrt.

52. User may charge their Simple Card Credit via any of their bank cards registered in the Simple System, with an amount of their preference, observing the monthly limits described above.

   The contents of two-factor authentication messages (text messages, bank statements) are only observable by the User, as such, should the User disclaim their card usage regarding Simple Card credit charges after having completed two-step verification, OTP Mobile Ltd. will, in all instances, move for the rejection of the disclaiming procedure pursuant to the present GTC and the pertaining data.

53. Service Provider informs User, and User expressly acknowledges that all data and information provided in relation to the Wallet service are governed by the data management and privacy provision of this GTC, with the below exceptions:

a) Service Provider stores the card data given by the User – in cases of both ther NFC payment method and the Simple Card – in a PCI DSS certified environment, under the pertinent technical conditions;
b) Service Provider forwards this data to OTP Bank Nyrt. for the purposes of authorisation;
c) Service Provider shall delete all card data of User upon their request, without delay.

54. Service Provider informs the User, that with respect to the Simple Card service, Service provider acts as tied agent on behalf and for the benefit of OTP Bank Plc., pursuant to 10. § (1) ab) of Act CCXXXVII. of 2013 on credit institutions and financial enterprises; moreover, that with respect to said tied agency, Service Provider falls under the authority of the National Bank of Hungary. The National Bank of Hungary's records on financial intermediaries may be accessed and viewed by the User at the following address:
   https://alk.mnb.hu/bal_menu/piaci_szereplok/nyilvantartasok/penz_kozv_lekerdezo

55. Regarding the tied agency of the Service Provider, the consumer protection information and the complaint regulations of this GTC shall apply accordingly.

56. **Support of money transfer via bank**

   Under the money transfer services provided by OTP Bank Plc., the User registered in the Simple System may, via their OTP Bank Plc. issued bank card with strong authentication registered into the Simple System, transfer – i.e. pay – a nominated amount of funds to another bank card with strong authentication issued by OTP Bank Plc and registered in the Simple System. This service may only be used within the relations of OTP Bank issued bank cards, with the sender card having to be registered into the Simple System. The service is unavailable for virtual prepaid cards, for Simple Cards under the present GTC, it may only be used with physical bank cards fitting all of the above criteria.

   The addressee of the money transfer can be only User registered in the Simple System who registered his/her recipient bank card issued by the OTP Bank Plc. in the Simple System. Money can be sent via this function only to bank card registered in the Simple System.

   For initiating the money transfer the sending User first type the e-mail address of the recipient Simple User and after that he/she indicates the amount to be sent; he/she may write a message as

well, but it is optional. After that the User sending the money chooses that from which of her/his bank cards issued by OTP Bank Plc. and registered in the Simple System shall be the money transfer initiated, then he/she approve the transaction.

If the recipient User is registered in the Simple System, he will receive a notice about the money transfer in a push notification within a Simple System and also in his e-mail account.

If the recipient User is not registered in the Simple System, he receives an e-mail to his e-mail address about the money transfer and that he has to register in the Simple System in order to receive the money sent to him. After the registration his User also receives a push notification within the Simple System about the money transfer to him.

After receiving the aforementioned messages the recipient User decides on and indicates in the Simple System whether he accepts the money transfer. If the recipient Simple User accepts the money transfer, he has to choose to which of his bank cards registered in the Simple System and issued by the OTP Bank Plc. he wish to receive the money sent to him. After that the recipient User shall confirm the transaction and the money transfer is executed.

If the recipient User requests the money transfer to such kind of bank card not registered in the Simple System, first he shall register the bank card in the Simple System.

The money transfer services and the transactions are concluded by OTP Bank Plc., both in a technical and legal sense, the Service Provider does not take part in any of them, neither in a financial, nor a legal or a technical sense. The Service Provider only contributes to the bank money transfer done by OTP Bank Plc. via the charging of an OTP Bank Plc. issued bank card's balance, with said contribution being done via the forwarding of a string of electronic data to the transferor bank, OTP Bank Plc.

During the course of the money transferring transaction, Service Provider does not come into possession, nor does it store or manage in any way the balance, the history, any other data or banking secrets of neither the transferor, nor the recipient card, or the OTP Bank accounts behind them.

Service Provider informs the User, and User expressly acknowledges that the inter-bankcard money transfer and transaction services are not done by Service Provider, these are provided by OTP Bank Plc, in full possession of all MNB (National Bank of Hungary) authorisations and permits necessary under applicable law. The inter-bankcard money transfer and transaction services are subject to the applicable terms and conditions of OTP Bank Plc and the contracts between OTP Bank Plc and the User, which are agreed upon and entered into without involvement of the Service Provider. Service Provider is not a contractual party to the money transferring agreement between the User and OTP Bank Plc.

Service Provider is not involved in the money transfer between bank cards, neither directly nor indirectly, under the provision of said transfer. Accordingly, User enters into a contract with OTP Bank Plc., with OTP Bank Plc. being responsible for the adequate and legal fulfilment of said transfer. Service Provider merely provides assistance to their registered Users in using this banking service easily and quickly, by utilising the Simple System's user interface. Service Provider only affords the User their platform for the usage of the above services.

Service Provider informs User that regarding the money transfer service between bankcards, Service provider acts as tied agent on behalf and for the benefit of OTP Bank Plc., pursuant to 10. § (1) ab) of Act CCXXXVII. of 2013 on credit institutions and financial enterprises; moreover, that with respect to said tied agency, Service Provider falls under the authority of the National Bank of Hungary. The National Bank of Hungary's records on financial intermediaries may be accessed and viewed by the User at the following address:

Regarding the tied agency of the Service Provider, the consumer protection information and the complaint regulations of this GTC shall apply accordingly.

In accordance with the above, Service Provider is not liable for the legal compliance and the adequacy of the service provided by OTP Bank Plc. hereunder. Service Provider only holds liability – under the restrictions in the present GTC – for the adequate functioning of the Simple System as technical platform.

Service Provider informs User that regarding the money transfer service between bankcards, Users may state their complaints and grievances at the customer services of OTP Bank Plc, with all complaints handled by OTP Bank Plc, pursuant to their customer code. Service Provider only accepts and handles complaints regarding the Simple System as a technical platform, under the customer service provision of the present GTC.

57. **Support of bank account balance viewing**

Via the dedicated interface of the Simple System, the User may directly access and view the account balance of the account pertaining to their OTP Bank issued bank card that is registered in the Simple System. The account balance information is available for viewing on the interface of the Simple System.

The account balance viewing service and the transactions are concluded by OTP Bank Plc., both in a technical and legal sense, the Service Provider does not take part in any of them, neither in a financial, nor a legal or a technical sense. During the course of the account balance information display, Service Provider does not come into possession, nor does it store or manage in any way the balance, the history, any other data or banking secrets of neither the transferor, nor the recipient card, or the OTP Bank accounts behind them.

Service Provider informs the User, and User expressly acknowledges that the account balance access services are not provided by Service Provider, these are provided by OTP Bank Plc, in full possession of all MNB (National Bank of Hungary) authorisations and permits necessary under applicable law. The account balance access services are subject to the applicable terms and conditions of OTP Bank Plc and the contracts between OTP Bank Plc and the User, which are agreed upon and entered into without involvement of the Service Provider. Service Provider is not a contractual party to the account balance access agreement between the User and OTP Bank Plc.

Service Provider is not involved in the bank account balance access service, neither directly nor indirectly, under the provision of this service, User enters into a contract with OTP Bank Plc., with OTP Bank Plc. being responsible for the adequate and legal fulfilment of said service. Service Provider merely provides assistance to their registered Users in using this banking service easily and quickly, by utilising the Simple System's user interface. Service Provider only affords the User their platform for the usage of the above services. Concordantly, Service Provider does not engage in any service provision under this chapter that would constitute the necessity of any authorisation, nor any that would fall under the scope of Hpt. or Pfsz in any way, moreover, in this regard, Service Provider is not considered a tied agent of OTP Bank Plc.

In accordance with the above, Service Provider is not liable for the legal compliance and the adequacy of the service provided by OTP Bank Plc. hereunder. Service Provider only holds liability – under the restrictions in the present GTC – for the adequate functioning of the Simple System as technical platform.

Service Provider informs User that regarding the account balance access services, Users may state their complaints and grievances at the customer services of OTP Bank Plc, with all complaints

handled by OTP Bank Plc, pursuant to their customer code. Service Provider only accepts and handles complaints regarding the Simple System as a technical platform, under the customer service provision of the present GTC.

58. **Bank card registration via bank**

The User may elect to register their OTP Bank Plc. issued bank card into the Simple System not by inputting the card data into the relevant interface of the Simple System, but by way of utilising the SmartBank or OTP Direct services of OTP Bank Plc. under the scope of the agreement made by and between OTP Bank Plc. and the User. In this framework, User enters their card data into the OTP Direct or the SmartBank service interface, as well as their email address registered in the Simple System, after which the given bank card will be registered into the Simple System.

For security reasons, the bank card security number (CVV or CVC code) and the bank card expiry date do not get forwarded into the Simple System, these are to be manually entered by the User within the framework of the Simple System. The registered bank card only becomes active if and when the above data is manually entered into the Simple System, and only after this may the card be used for payments via the Simple System.

Bank card registration via the OTP Direct and SmartBank services may only be utilised:
- by Users registered into the Simple System,
- regarding bank cards issued by OTP Bank Plc.,
- by Users who have a valid and active contract with OTP Bank Plc. regarding OTP Direct or SmartBank services, and who have downloaded the required banking applications to their device running the Simple System.

The SmartBank and OTP Direct services are provided by OTP Bank Plc., both in a technical and legal sense, the Service Provider does not take part in any of them, neither in a financial, nor a legal or a technical sense. During the course of the account balance information display, Service Provider does not come into possession, nor does it store or manage in any way the balance, the history, any other data or banking secrets of neither the transferor, nor the recipient card, or the OTP Bank accounts behind them.

Service Provider informs the User, and User expressly acknowledges that the bank car registration services are not provided by Service Provider, these are provided by OTP Bank Plc, in full possession of all MNB (National Bank of Hungary) authorisations and permits necessary under applicable law. The account balance access services are subject to the applicable terms and conditions of OTP Bank Plc and the contracts between OTP Bank Plc and the User, which are agreed upon and entered into without involvement of the Service Provider. Service Provider is not a contractual party to the account balance access agreement between the User and OTP Bank Plc.

Service Provider is not involved in the above bank card registration service, neither directly nor indirectly, under the provision of this service, User enters into a contract with OTP Bank Plc., with OTP Bank Plc. being responsible for the adequate and legal fulfilment of said service; moreover, Service Provider expressly and explicitly excludes all liability for the correctness, authenticity and validity of the card data registered by OTP Bank Plc.

Service Provider informs User that regarding the bank card registration service, Users may state their complaints and grievances at the customer services of OTP Bank Plc, with all complaints handled by OTP Bank Plc, pursuant to their customer code. Service Provider only accepts and handles complaints regarding the Simple System as a technical platform, under the customer service provision of the present GTC. Service Provider only holds liability – under the restriction in the present GTC – for the adequate functioning of the Simple System as technical platform.

Vending Machine

59. The User sets the device qualified for Mobile payment on the Vending Machine, selects the concrete product as usual then scans the QR code from the Mobile Payment Device with the Simple System application then selects the method of payment, sets and transacts the payment and finally takes the product from the automata.

   In the parking lot of the Westend City Center shopping centre in course of the payment of the price of the parking ticket with Mobile Payment available in the Simple System (e.g.: bankcard registered in the Simple System) the User enters the Simple System Automata function then the parking automata scans the parking ticket, the User selects the option of Simple payment on the parking automata, then the User scans the QR code from the screen of the device qualified for bankcard payment within the Simple System Automata function on the parking automata with his Mobile Device, chooses the requested method of payment in the Simple application Automata function in his Mobile Device, confirms it and the payment will be shortly executed. The User will receive a notification of the above successful Simple payment transaction from the Service Provider. The User acknowledges that having resort to the Westend parking is governed by the conditions disclosed by Westend, and in the event of omission or failure of the payment consequences stipulated by the Westend parking rules are applicable against him/her. Therefore, the User shall make sure every time that the payment of the parking fee was successful through the Simple System with Simple payment, the Service Provider excludes the liability for the damages arisen from the omission or failure of this obligation, so the Service Provider is not liable for any consequences of the use of the parking without notification of the successful payment. If the User does not receive notification of the successful payment of the parking fee, the User shall settle the parking fee in another way, the Service Provider is not liable for the failure of the payment. In case of the User does not possess the sufficient financial resource in the selected method of payment, the User must ensure the payment of the parking fee in another way. The User expressly accepts by the acceptance of this GTC to receive electronic invoice or electronic bill, or an invoice or bill forwarded electronically of the fee of the Westend parking service issued and sent electronically.

Ticket

60. In framework of the ticket purchase function the Service Provider operates an online system to promote the purchase of Entry tickets to different Events. The Service Provider ensures the purchase of the Entry tickets for the events listed in the Simple System for the Users. In course of the ticket purchase through the Simple System, the User selects the concrete Entry ticket first in his Mobile Device, then selects the method of payment intended to apply, receives a notification to his Mobile Device that the selection has been made successfully. After that the Service Provider will send the identifier of the selected Entry ticket to the User via e-mail or via Simple System application and the User will set and transact the selected method of payment. Purchasing may be cancelled at any point before successful payment, but after that, User may not pursue cancellation rights under 29. § (1) 1) of Directive no. 45/2014. (II. 26.), moreover neither Service Provider nor Event Manager can refund, exchange or reimburse the Entry ticket afterwards.

   By buying the Entry Ticket and accepting the present GTC User accepts and agrees to be bound by the terms and conditions of those events.

   Furthermore, by buying the Entry Ticket sold by INTERTICKET Kft. (seat: 1139 Budapest, Váci út 99., Reg. No: 01-09-736766, VAT No: 10384709-2-41) through Simple Application and by accepting the present GTC the User accepts and agrees to be bound by the terms and conditions and Q&A of INTERTICKET Kft. which are available under the following website: https://www.jegy.hu/articles/625/az-interticket-kft-altalanos-szerzodesi-feltetelei?lang=en https://www.jegy.hu/articles/19/vasarlasi-tajekoztato?lang=en

In case of the purchase of Reduced Entry tickets, the Event Manager may check the existence of the entitlement to the reduction by reviewing the documents evidencing the reduction on the spot.

Any additional services other than the purchase of the Entry ticket, so regarding the effective holding of the Event, the User enters into a legal relationship with the Event Manager. The Service Provider does not take part in the organization and exploration of the Event, his activity and liability is confined to the sales of Entry tickets. The services provided by the Service Provider and by the Event Manager – and the liabilities thereof – are separated. The proper exploration of the Event falls under the Event Manager's obligations. The Service Provider is not responsible in any way either for the acting of artists, athletes or other performers or for the quality, exploration or omission of the performance. According to this, the Entry tickets represent a contract between the Event Manager and the User in which the Event Manager undertakes the exploration of the Event and the User undertakes to pay the price of the Entry ticket.

Name and other identification data of the Event Manager shall be found on the Entry ticket.

Determination of the prices refers to the competence of the given Event Manager. The prices indicated on the Entry Tickets are in gross amount and are containing VAT. In the event that the User shall pay management charges or if the selected method of delivery or payment results additional costs then the total amount payable for the Entry tickets appearing in the Simple System will be already contained these items. The Service Provider withholds the right to modify the price of the Entry tickets and the amount of the additional costs at any time based on the Event Manager's instructions. The right of price changes shall not be applicable for the purchases already initiated.

Putting the Entry ticket to the basket does not bind the User to purchase it. If the User does not want to buy the selected Entry Ticket, it can be taken out from the basket at any time before the Payment or all contents of the basket can be deleted.

In framework of the Service, reservation without payment is not available.

The User will receive its Entry ticket via Mobile device (so-called mobile ticket) in the Simple Application and in e-mail sent to its e-mail address given in Simple Application. If the User loses its Entry ticket for any reason (e.g.: deleting or losing the Mobile device) the User shall contact the Access Service Provider of the Mobile device.

The Service Provider seeks that the Event Managers accept the mobile Entry tickets bought through the Simple System as a valid ticket, without printing paper ticket or changing to paper ticket and that the Event Managers are able to successfully read the electronic barcode on the mobile Entry ticket in the Events. However, taking the fact into consideration that the Event Manager is a independent third party, the Service Provider does not undertake warranty, guarantee and liability for that; i.e. the Service Provider does not take responsibility if any Event Manager does not accept the mobile Entry Ticket bought through the Simple System in any Event or if he cannot read the electronic barcode thereon or requires printed paper ticket. In order to avoid any damage claims, the User undertakes to take the printed version of the mobile Entry ticket received in e-mail to the Event in every time when the User firstly visit an Event or an Event location.

The Service Provider is not liable in any way for the information and contents related to certain Events appearing on the Website, in particular for the information provided by the Event Manager.

The Service Provider excludes his liability for all the damages arisen from the activities contrary to contract, illegal activities or default of the Customer, Event Manager or third person.

In case of there is no other indication on the Entry ticket, it enables the holder – one person – to enter only once to the Event indicated on the Entry ticket. Lost, damaged, destroyed Entry tickets shall not be replaced.

The indicative starting time is established on the Entry ticket but the effective starting time may be different.

Depending on the type of the Entry ticket, it may contain security solutions to prevent forgery. In case of the Service Provider, the Event Manager or the security services involved at the site of the Event perceive that the safety signs on the Entry ticket are damaged, incomplete or signs of malicious willful damage may be detected or the ticket seems to be reproduced or copied, they are allowed to refuse the entry of the person who shows off the ticket or they can call him to leave the site of the Event. The User is not entitled to enforce any claim of damages arisen from the ban against the Service Provider

Certain Entry tickets authorize certain category of Users to enter (child ticket, senior ticket, professional ticket etc.). The presence of entitlement is not examined by the Service Provider. The Event Manager shall be entitled to verify whether the person who shows off the special Entry ticket is entitled to use it. The entry may be refused as long as the person does not justify his right to use it. The buyer or the person who showed off the Entry ticket is not entitled to force any claim of damages arisen from this exclusion.

Certain Entry tickets authorize certain sites to visit at the territory of the Event.

Everyone shall attend the Event on its own responsibility. Although the Event Manager shall take all steps to ensure the safe exploration of the Event, the Event Manager does not take responsibility for the visitors acting reckless. Under the influence of alcohol, drugs or other psychoactive substance the Event may not be visited even if the person shows off a valid Entry ticket.

Image and sound recording may be made in the Event on which the visitors of the Event may be recorded; it is therefore the Visitor of the Event shall not derive any claim against the Event Manager or against legal user of the record.

The Visitor who violates the conditions of participation, the rules of the Event or the rules of the venue of the Event, or the Visitor who violates the instructions of the security service or other inspection bodies may be removed by the Event Manager for the safe exploration of the Event and to ensure a smooth distraction of the other Visitors of the Event. The Service Provider or the Event Manager shall not be liable to compensate any damages arisen from this exclusion.

The Event Manager reserves the right of changes in the person of the performer, casting and smaller or reasonable changes in the Event.

In case of open-air Event the Event Manager may announce an auxiliary event day (rainday). If the date of the rainday is published, the Event Manager may decide at any time to hold the event on the rainday. As soon as the Service Provider gets the information in this respect from the Event Manager, he will inform the Users without delay through the Simple System. The User acknowledges that he is not entitled to withdraw because of the rainday. In spite of interruption, premature termination or delayed start because of the weather, the Event shall be regarded as held orderly if more than half of the Event was held orderly or the starting time of the Event was delayed less than 50 % or it was paused less than 25 % to the estimated length of the Event. The Event Manager is entitled to lay down different rules concerning the rainday or the partly held Events.

The Service Provider takes all steps to inform the User and to facilitate the redemption of the tickets in the possible failure of the Event. At the same time, the User acknowledges that in case of cancellation of the event, the process, site and date of the redemption of the tickets will be determined by the Event Manager and he takes the responsibility thereof. As soon as the Service Provider gets the data concerning the redemption of the tickets in an official form from the Event Manager he will publish it without delay in the Simple System. In the absence of the assignment of the Event Manager the Service Provider shall not be required to the redemption and reimbursement of the Entry tickets. The redemption takes place within a forfeit deadline of thirty (30) days maximum starting from the date of publication indicated by the Event Manager by the presentation of the original entry ticket and the purchase invoice. In addition to the price of the Entry ticket – which shall be refunded at full value – neither the Event Manager nor the person executing the redemption can be required to reimburse any presumed or real damages and costs. Beside the cancellation of the Event there is no other way for the redemption of the Entry tickets.

The redemption of the price of other services in course of the purchase of the Entry ticket, in addition to the price of the Entry ticket, shall be considered justifiable in proportion to the fulfillment of the certain services by the certain service providers.

If the User buys an Entry Ticket for an event organized by Sziget Cultural Management Limited or VOLT Produkció Limited, the general terms and conditions of those events which form Annex 4 of this GTC shall also apply to User.

The User is able to forward the Entry ticket purchased in the Simple Application on Mobile device with operation system Android or iOS within the Simple Application to another User registered in the Simple Application. The Entry Ticket can be forwarded in the menu My Wallet (in Hungarian: Pénztárcám) under the My Tickets sub-menu of the Simple Application in such a way that the User opens here the Entry ticket purchased, clicks on the three points indicated in the right top corner of the Entry ticket as a consequence of which the forwarding function and screen will be opened. The User then enters the e-mail address of the recipient User . The User may write and send a message to the recipient User together with sending the Entry ticket. The Srvice Provider does not store, does not have access to and does not process in any way the message and the personal data included into the message and does not undertake any liability for the content of the messages.

When the Entry ticket is sent, the Entry ticket will be deleted from the Simple account of the sending User and will be displayed in the Simple account of the recipient User.

Entry ticket can be sent only to such persons already registered in the Simple Application. If the recipient is not registered in the Simple Application yet, the recipient shall register in the Simple Application with the e-mail address indicated by the sending User in order to receive the Entry ticket. After the registration the Entry ticket will be displayed in the Simple account of the recipient User.

Forwarding of the Entry ticket from the Simple Application does not follow forwarding of the pdf-link received by the User in e-mail.

Cinema and Cinema City

61. The Service Provider under the Cinema menu item sells movie tickets for the films screened by the cinemas contracted with the Service Provider whilst under the Cinema City menu item the Service Provider sells movie tickets for the films screened by the cinemas belonging to the Cinema City network.

The Service Provider under both cinema menu items ensures the sale of the movie tickets to the films listed in the Simple System to the Users. During the purchase of the movie ticket through

the Simple System the User first choose the film to be watched, after that – if there is a possibility – he can navigate to the internet website of the distributor of the given film and is able to watch the available trailer of the film and to read the information of the given film. After that the User chooses the desired screen time and location of the requested film; he chooses and marks the desired seat on the seat map of the desired cinema, then chooses the desired ticket type from the ticket types concerning the given seat and then pays the price of the given ticket with one of the payment options available in the Simple System. The User receives the movie ticket in the form of mobile ticket in the Simple System and he is able to watch the movie by showing it.

The aforementioned provisions on Tickets and Entry Tickets shall apply for the movie ticket including the purchase of Cinema City movie tickets accordingly; i.e. Event Manager shall be deemed as cinema operator and Event shall mean as the screening of the given movie.

The up-to-date version of the Cinema City Terms&Conditions available online on the website www.cinemacity.hu shall be applied for the use of Cinema City cinema service. The User by the acceptance of the present GTC agrees to be bound by the provisions of this Cinema City Terms&Conditions.

The up-to-date version of the Mimozink Terms&Conditions available online on the website https://www.mimozink.hu shall be applied for the use of Mimozink cinema service. The User by the acceptance of the present GTC agrees to be bound by the provisions of this Mimozink Terms&Conditions.

The User is able to forward the movie ticket purchased in the Simple Application on Mobile device with operation system Android or iOS within the Simple Application to another User registered in the Simple Application. The movie ticket can be forwarded in the menu My Wallet (in Hungarian: Pénztárcám) under the My Tickets sub-menu of the Simple Application. Otherwise the provisions on forwarding Entry tickets shall apply for forwarding movie tickets.

Food Ordering

62. The User may order food by distant delivery with the Simple System application on his Mobile Device by launching the Food Ordering plug-in where the User enters an Ordering address or if he has already entered one he selects the requested Ordering address.

    In the Simple System under the settings of the Ordering address the User may choose whether the Delivery address added under the User's data shall be the Ordering address or the User adds a new Ordering address. It is possible to add more Ordering addresses e.g. home, company, others which will be saved by the Simple System.

63. The User is required to enter the following data for the use of the food ordering service:

a) Name: name given in the Simple System as default which may be modified by the User.
b) Ordering address: in case of more delivery addresses the User may choose between them with a certain designation e.g.: home, company, college, sublet, etc.

    The Ordering address shall be broken down by the following: city, district, public area, (street, place, alley, esplanade, etc.) number and telephone number.

    Optionally, the User may also enter the following data to the Ordering address: floor, door, doorbell inscription, other notification: "the doorbell is not working", etc.

64. Once the Ordering address is determined, after the selection of the correct address the User chooses the desired restaurant first. Name, picture, open or closed sign, opening hours, minimum amount of order, delivery fee are indicated and also the fact whether it is possible to pay by any

of the methods of payment available in the Simple System and other User's ratings may be displayed as well.

65. Proceed to the selection of the restaurant, the offer of the selected restaurant with food categories, extras, prices and descriptions will be loaded to the User's Mobile Device.

66. In course of the selection of the desired food it is possible to make a comment on it.

67. Proceed to that, the User puts the ordered items to basket. Each basket may contain items ordered from only one restaurant, in case of switching to another restaurant the previous basket will be deleted.

68. Proceed to the putting of the selected items into basket an order summary will be displayed which contains the basket summary with the number of items ordered, delivery and wrapping costs, the amount to be paid and eventually with the tip. After that the User shall select if he prefers to order more from the same restaurant or modify the Ordering address, whether he asks for a VAT receipt, and if yes, enters the required data, and after all he can launch the payment by the selected method of payment which means the posting of the order. In case of the method of payment inside of the Simple System the ordering information are displayed in the transaction history or, in case of another method of payment, in the Food ordering plug-in.

Party

69. Party online service is available through the Simple System wherein the Users, proceed to log in the Simple System and click on the Party card in the Simple System, are able to watch live motion pictures recorded by the web camera installed to the certain catering establishments, night clubs, open-air or indoor bars available in the Simple System in the framework of video stream service, in such a way as to choose to which club available through Simple System does the User prefer to pop in through the network. Only the real time events may be followed through Party. Party service is apt for supporting or using other social media functions.

Users are not entitled to save, download, reproduce the records available through Simple System from the certain clubs or record picture or voice thereof or share and make it available to public or use it online or any other ways.

The Service Provider makes available the program of the clubs available in the Party through Simple System based on its programs and contents published on the social media pages of the concrete clubs. The Service Provider is not responsible for the published program, for its conformity to law or its correctness, its modifications, amendments or holding by the club.

Taxi

70. The User may order a taxi on his Mobile Device through Simple application by launching the taxi plug-in.

71. To use the Taxi service, the User is required to enter the following data on first entry to the Taxi service:

a) Name: name entered into the Simple System as default which may be modified by the User
b) Telephone number: on which the client is available in case of feedback in connection with the carriage.
c) Furthermore, the client may customize whether he prefers to get an audio signal when the taxi arrives or get a notification 3 minutes before the arrival of the taxi.

72. The User may arrange the taxi order in the following way:

1. The User gives the Ordering address:

i) The User enables the GPS function on his Mobile Device which localize the User's current location and if the User wants to get a taxi to this location he only needs to confirm this GPS location on its Mobile Device;

ii) If the User does not enable the GPS function on its Mobile Device, he may type manually the Ordering address where he orders the taxi;
iii) The application is listing the previous Ordering addresses of the User.

2. Prior to order the User may estimate the fare by entering the Ordering address and the destination to the application on the Mobile Device. The fare estimation is not qualified as a bid, the final and effective fare payable for the carriage may be different and the User shall acknowledge it.

The Ordering address shall be broken down in the following way: city, district, public area (street, road, place, alley, esplanade, etc.) number.

Only immediate taxi order is available through the Taxi service, advance ordering in time is not possible.

3. Proceed to that the User may get a taxi by clicking on the "Get a taxi" button on the ordering or calculator page after that the registration number and the type of the car will be displayed on the screen of the client. The Service Provider is not responsible for the reality and completion of this indicative information.

Cancellation: within the application it is possible to cancel the ordered taxi. In case of five cancellations of order successively the User will be blocked of posting an order for a month.

Payment: At the close of the carriage, the driver will fix the amount of fare. The User may pay the fare of the Taxi service through Mobile payment in the Simple System or in other way permitted by the taxi service provider. In case of payment through the Simple System, the ordering data shall be found in the transaction history. In case of misspelled fare the User shall denote it to the taxi driver who will correct the amount. In case of the User is willing to give a tip to the taxi driver he shall denote it verbally to the taxi driver prior to fix the fare of the ride.

Parking and e-Vignette

73. Content of the service, rules of the payment

To use the Parking and e-Vignette service a contract is concluded between the Service Provider and the User under which the User shall pay the fee specified in the Tariffs for the purchase of parking tickets and e-Vignettes to the Service Provider and he shall be entitled to use the services in the Territory.

The fee of the purchase of parking tickets and e-Vignettes service shall be adjusted through the Simple System.

The purchase of paring tickets service shall be used at each public area operated by the NMP service providers (Territory).

The User is required to pay the following fees for the parking through the Simple System:

a) minimum amount of parking fee defined by law corresponding to the parking area
b) parking fee defined by law corresponding to the period and area of parking

c) comfort fee defined by the Service Provider in the Tariffs payable once for a parking

74. The User is required to pay the following fees for the use of the highway paid through Simple System:

a) motorway toll defined by law
b) comfort fee defined by the Service Provider in the Tariffs payable once for an e-Vignette.

75. <u>Starting a parking</u>

The User is able to use the parking Service in the Application by clicking the Parking card in the Simple System.

The User shall provide the following data when entering the Parking card n the Simple System in order to start parking:
a) registration plate of the motor vehicle affected by parking
b) the country issued the registration plate of the motor vehicle affected by parking
c) the type of the motor vehicle affected by parking (passenger car, lorry, motorcycle, bus, van)

d) number or the parking zone in which the User wishes to park.

In the lack of any of the aforementioned data the parking service cannot be started.

The Service Provider informs the User from the successful starting of the parking service. If the User does not receive notice on the successful starting of the parking, the User shall pay the parking fee in other way; the Service Provider is not liable if the User fails to do it.

At the starting of the parking the Service Provider locks the parking fee and comfort fee payable for the maximum period of parking at the selected parking zone corresponding to the selected form of payment. If the User does not possess the sufficient financial resource in the selected form of payment, the parking shall not be started and the User shall pay the parking fee in other way.

If the User possesses the sufficient financial resource in the selected form of payment for the lock, the parking shall be started. If the User stops the parking successfully started after 1 minute, the whole locked amount included the comfort fee shall be unlocked and discharged in the selected form of payment to the User and the parking transaction shall be deleted from the system by the Service Provider.

The Simple System does not process individual, unique parking discounts afforded by parking companies and local government bodies.

After starting the parking successfully the Simple System displays the data of the parking started.

One User is able to start parking for more than one vehicle contemporaneously.

The User is liable for keeping the maximum parking time in the given parking zone, the Service Provider is not obliged to examine and to monitor this maximum parking time in the Simple System. The Service Provider does not have liability for the damages the User suffers because of exceeding the maximum parking time. After the end of the maximum parking time the parking shall be stopped automatically, consequently the User is not entitled to enforce any claims upon any grounds against the Service Provider.

76. <u>Stopping the parking</u>

The running parking service can be stopped after opening and entering the Parking card in the Simple System. The Service Provider informs the User about the successful stop of the parking service.

After the successful stop of the parking service the Simple System displays the data of the parking service stopped, the parking fee and offers to issue an invoice for the User. After the successful stop of the parking service the Service Provider detracts the parking fee and comfort fee payable for the parking, the remainder shall be unlocked and discharged in the selected form of payment to the User.

The User provides his invoicing data in the Simple System at the starting of the parking service.

77. Buying E-Vignettes

The User is able to use the E-Vignette Service by clicking on E-Vignette card in the Simple System.

The User shall provide the following data after entering the Simple System in order to pay E-Vignette:

a) registration plate of the motor vehicle affected by the E-Vignette
b) the country which issued the registration plate of the motor vehicle affected by the E-Vignette
c) the type of the motor vehicle affected by parking (passenger car, motorcycle, bus)
d) starting date of the effective time of the E-Vignette related to the given type of the vehicle (for example: 01. 03. 2015) and the effective duration and territory of the E-Vignette (for example: weekly (10 days), monthly, yearly country, yearly county) in case of yearly county vignette the sign of the desired one or more counties.

In the lack of any of the aforementioned data the E-Vignette cannot be bought.

The Service Provider informs the User about the successful purchase of the E-Vignette. If the User does not receive notice on the successful purchase of the E-Vignette the User shall pay the motorway toll in other way, the Service Provider is not liable if the User fails to do it. The User shall buy the E-Vignette before driving up to the pay-motorway, posterior purchase of the E-Vignette does not mean retrospective right for the use of the motorway, therefore the E-Vignette purchased a posteriori shall be deemed as unlawful use of the motorway and can cause obligation for paying surcharge, for which the Service Provider is not liable. The User may drive up to the motorway only in case of the receipt of the notice on the successful purchase of the E-Vignette, the Service Provider is not liable for any consequences of the use of the motorway without this notice on the successful purchase of the E-Vignette.

One User is able to buy only one E-Vignette with one transaction contemporaneously.

The User is able to enter and save to the Simple System the data of more than one vehicle in order to buy E-Vignettes after that the User is able to edit and modify the vehicles' data entered to the Simple System and the User is able to buy an E-Vignette to the vehicle saved in the Simple System by clicking on the vehicle itself.

The Simple System does not control whether the given motor vehicle has previously bought and still valid E-Vignette.

After the selection of the type of the E-Vignette the User will choose the desired form of payment and transact the payment corresponding to the selected form of payment.

After the successful purchase of the E-Vignette the Simple System displays the data of the E-Vignette bought.

The User may find the purchased valid E-Vignette under the E-Vignette card in the Simple System.

78. Special technical conditions

In order to use the parking ticket and e-Vignette purchase service, beyond the general technical and technological conditions defined by the present GTC it is required to enable the showing of the caller ID on the mobile device.

79. Special grounds for termination of the contract

According to the present GTC the contract relating to the purchase of parking ticket and e-Vignette shall be dissolved automatically if the retailer contract concluded between the Service Provider and the NMP dissolves for any reasons.

80. Special rules for customer complaints management

The NMP ensures direct access for the User to its website via internet on which the User may follow the centralized mobile sale services he used and he may retain direct complaint management services.

The User may turn directly to the customer service of the Service Provider with his complaint.

The complaints may be submitted to the Service Provider in the following way:

a) in writing, sending by post to the following address of the Service Provider: 1093 Budapest, Közraktár u. 30-32;
b) verbally, personally in the following customer service office of the Service Provider: 1093 Budapest, Közraktár u. 30-32; on working days between 1 and 3 o'clock p.m.
c) in electronic letter sent to the following e-mail address: ugyfelszolgalat@simple.hu;
d) by telephone, on every day of the week, in 24 hours daily on any of the following phone numbers: 06 1 3666 611; 06 70 3666 611; 06 30 3666 611; 06 20 3666 611.

In case of announcing the complaint via telephone the conversation with the administrator shall be recorded about which the administrator shall inform the User at the beginning of the phone conversation. If the User does not break off the line and disclose his complaint, it shall be deemed that he accepted the record of his voice.

If the User announces the complaint to the Service Provider, and the Service Provider establishes that judging the complaint does not belong to his competency, the Service Provider shall send the complaint to NMP within 72 hours. The Service Provider shall inform the User about the transfer of the announcement within 5 days.

Loyalty-Cards service

81. The User may save his Loyalty-Cards, membership cards, any other kind of discount cards and also SZÉP card (hereinafter together as **Loyalty-Cards**) under the My Loyalty-Cards submenu in the Wallet menu in the Simple System.

On the first entry to the My Loyalty-Cards submenu the User will find a presentation which describes the use of the Loyalty-Cards service. In case of skipping the presentation, the User will not find it anymore.

82. Saving Loyalty-Cards:

The User may save an individual Loyalty Card or may choose one from the Loyalty-Cards templates in the Loyalty-Cards service. In order to save his Loyalty-Cards, the User touches the selected card type and enters the data of the Loyalty-Cards: name, barcode, card number of the Loyalty-Cards, picture of the front board and backboard of the Loyalty-Cards by taking a photo thereof. It is required to fill in the name and identification number - barcode or card number - of the Loyalty-Cards to save the Loyalty-Cards. The identifier barcode may also be taken as a photo. The picture of front and backboard of the Card is optionally variable.

83. The saved Loyalty-Cards:

Insofar as the User has already saved a Loyalty Card, each time he enters into the My Loyalty-Cards submenu he will be directed to the saved Loyalty-Cards list. The List of the saved Loyalty-Cards is in chronological order. The latest saved Loyalty-Cards will be always on the top of the list. Nevertheless, the User may freely change the order of the Loyalty-Cards.

The User may edit the data of the Loyalty-Cards saved, editing the Loyalty-Cards goes on the same way as creating a new Loyalty Card.

The User may delete his saved Loyalty-Cards at any time.

84. Particulars of the Loyalty-Cards:

By touching either of the saved Loyalty-Cards the particulars, entered by the User, of the selected Loyalty-Cards will be displayed on the screen.

The User acknowledges that in case she/he fixes Costa Coffee loyalty card in the Simple System, he/she is able to register and activate it and to use it as an electronic card; loyalty points can be stored and used from the card. It is obligatory to accept the general terms and conditions of Costa Coffee for the registration and activation of Costa Coffee registry card without that acceptance the registration and activation of the card is not possible.

85. Exclusion of liability:

The Service Provider excludes all his liability for the acceptance and validation of the Loyalty-Cards saved in the Simple System at the commercial points. The acceptability of the Loyalty-Cards saved in the Simple System is always subject to the decision of the commercial point/issuer; prior to use the Loyalty-Cards saved in the Simple System at the commercial point, the User is required to be apprised of its acceptability. The User acknowledges that there is no legal relationship between the commercial point accepting the Loyalty-Cards and the Service Provider and that the Service Provider does not take any responsibility for any conduct or omission of the commercial point or the User with regard to the use of the Loyalty-Cards. Furthermore, the User must ensure that his Loyalty-Cards or the data of his Loyalty-Cards shall not fall into unauthorized hands or shall not be used against the law. The User shall bear all the damages arisen from the loss or theft or the use by unauthorized persons of the Loyalty-Cards, the Service Provider expressly excludes his liability thereof.

In course of the Loyalty-Cards service, the Simple System stores the registered Loyalty-Cards data which shall not be accessible to third persons apart from the User.

Coupons

86. The Service Provider is entitled to grant discount from the price of the products and services available in the Simple System and the application. For the proof of the right for discount the Service Provider can issue electronic instruments which grants to the Users right for discount previously indicated in case of a later purchase (hereinafter referred to as: **Coupon**). These discounts and Coupons granting discounts are ensured to the Users or to one determined group of the Users with the same conditions. The Service Provider fixes the conditions of the right for discount on the Coupon or in the conditions, rules of the given promotion and makes them previously available to the Users.

The Coupons granting right for discounts cannot be deemed as vouchers, the Coupons are just electronic instruments the purpose of which is the proof of the right for discount, and the use of which is necessary for getting the discount.

The discounts may be especially but not limited to the following:

a) Discounts determined in an amount: it entitles to use a discount defined in a concrete amount of money,

b) Discounts determined in percentage: it entitles to use a discount defined in a concrete percentages.

The Service Provider is entitled to prior determine conditions for the Users for the right for discount but the Service Provider is also entitled to ensure discount to the Users without such conditions on obtaining the right; on condition that the discount shall be ensured with the same conditions and in the same cases for the Users or for a determined group of Users.

If the Service Provider determines conditions for the right for the discount, the Service Provider determines the relevant conditions concerning persons, subject, time and other for the right for the discount with the same conditions for the Users or for a determined group of Users in the disclosure and communication on the discount previously.

The Service Provider is entitled to grant discount for all Users or by only a given circle or group of the Users or by only given Users.

The discounts cannot be changed for money. The total amount of the discount is deducted and used even if the price of the product or service purchased by using the discount is less than the value of the discount.

A type of discount can be used only for one purchase or payment transaction, the value of the discount cannot be divided, the discount cannot be used in instalments.

The discounts can be used together with other discounts. If the Coupon containing the conditions of the discount does not provide others, the discount can be used only in one purchase or transaction.

87. The Coupons contain the special provisions concerning the discount in particular but not limited to the following:

a) Type of the discount and the advantage reachable by the discount,
b) validity time of the discount in which the discount can be used,
c) the concrete conditions of the discount and the way of use thereof,
d) products or services for which the discount can be used,
e) the Business Partner whose product or service the discount can be used.

The discount cannot be used after the expiration of the validity time.

By obtaining the right for the discount, or in case of discount without conditions by the use of the discount the User automatically accepts the conditions and provisions of the acquirement and use of the right for discount determined in the Coupon and in the disclosures and communications concerning the discount.

The User acknowledges that the Service Provider is entitled to unilaterally withdraw the discount or to modify the type, value, validity, conditions of acquirement and/or use thereof without any previous notification. The Service Provider shall inform the Users about such kind of unilateral modifications in the Simple Application.

The Coupons proofing the right for discount of the Users are stored electronically in the Simple System under the User's account registered in the Simple System. The User's Coupons proofing the right for discount are available in the Simple Application and on the www.simple.hu website by clicking on the Coupon icon. The User may use the given Coupon proofing the right for discount in the purchase process in the way that in the payment process of the requested service by clicking on the green coupon button the active discounts and the Coupons proofing the right for discounts which can be used by the User in the given service and the User choose the requested discount and the Coupon proofing the right for discount from that list. Only one discount and Coupon proofing the right for discount can be chosen in one payment process.

The discounts and the Coupons proofing the right for discount already have been used by the User are deleted from the list of the User's discounts and the Coupons proofing the right for discount after the use thereof. The discounts and the Coupons proofing the right for discount not used and expired become inactive in the list of the User's discounts and Coupons proofing the right for discount and then will be deleted.

It is prohibited to modify, reproduce, duplicate, distribute, counterfeit, sale, trade, offer for sale, advertise the Coupon proofing the right for discount.

The Service Provider excludes its liability for every and all damages arisen from losing the Coupons proofing the right for discount, inappropriate management or unlawful use thereof and the use thereof breaching the present GTC or the conditions of the discount. Furthermore, the Service Provider shall not be liable for the quality, quantity, adequacy of the product or services affected by the discount as well as for that the discount and the Coupon proofing the right for discount can be used with the Business Partner and for any and all damages, injuries, harms or costs the User suffers during the use of the discount and the Coupon proofing the right for discount; the Business Partner granting the discount and accepting the Coupon proofing the right for discount is liable for all of them. The User may enforce any claims, including his claim arisen from false fulfilment, in connection with the use of the discount and the Coupon proofing the right for discount or the product or service affected by the discount only against the Business Partner providing the discount and accepting the given Coupon proofing the right for discount but not against the Service Provider.

The User is able to transfer the discount obtained or received in the Simple Application to other Users registered in the Simple Application; by way of sending the Coupon proofing the right for discount on Mobile device with operation system Android or iOS within the Simple Application to another User registered in the Simple Application. The Coupons can be forwarded in the menu My Wallet (in Hungarian: Pénztárcám) under the Coupons sub-menu of the Simple Application. Otherwise the provisions on forwarding Entry tickets shall apply for forwarding Coupons.

OTP Health care fund card top up

88. OTP Health Care fund Card (OTP HCF Card) balance top up and inquiry function is available in the Wallett function of the Simple System for registered Users, which eligibles the private person Users having OTP HCF membership and registered in the Simple System to top up and inquire

his OTP HCF balance with online bankcard payment through this separate function of the Simple System (hereinafter referred to as: Simple HC function). Simple HCF Card is an electronic, multifunctional card for the use of benefits over the basic salary partcularly but not limited to the management and saving of benefits in OTP Health care fund (hereinafter referred to as: OTP HCF Card) and related to the OTP Cafeteria card issued by OTP Pénztárszolgáltató és Tanácsadó Zártkörűen Működő Részvénytársaság.

The following functions are available in the Simple HCF function:

a) OTP HCF Card balance top up
b) OTP HCF Card balance inquiry

In case of inquiry of OTP HCF Card balance the User enters the balance inquiry function of OTP HCF Card function of Wallett and enters his OTP HCF Card number or in case of OTP HCF Card already saved chooses the OTP HCF Card to be inquired and enters his telecode ensured by OTP HCF and after that the balance of the User's OTP HCF Card can be freely used wil aper on the screen.

In case of top up of the OTP HCF Card balance the User enters the balance top up function of OTP HCF Card function of Wallett and enters his OTP HCF Card number or in case of OTP HCF Card already saved chooses the OTP HCF Card to be topped up and enters his telecode ensured by OTP HCF and after that enters the amount to be topped up which he pays by using bankcard payment available in the payment options of Simple System with his bankcard already registered in the Simple Simple System or saved during the top up. After the top up the 92 of the amount topped up canb be used with the User's OTP HCF Card.

The other conditions related to the OTP HCF Card, particularly but not limited to the amount can be topped up, the usability of the amount topped up and other conditions are stipulated in the rules, general terms and conditions and other policies concerning HCF Card of the OTP HCF which the User accepted as binding during the request for OTP HCF Card.

The Service provider excludes his liability in connection with any use and usability of the OTP HCF Card and the amount available thereon, he is not liable for the appropriate and correct nature of the OTP HCF Card balance presented during the use of the OTP HCF Card balance inquiry function, the OTP Pénztárszolgáltató Zrt. is fully responsible for that.

The User shall keep the OTP HCF Card number and telecode in safe and he is obliged to announce its loss or its use by incompetent persons to the Service provider immediately.

Bookline

89. In the Simple Application, under the card named Bookline (henceforth: **Bookline card**) the User can access and order online from the restricted supply determined by Bookline of the Bookline webstore that is available on the www.bookline.hu website (henceforth: **Bookline Webstore**).

Under the Bookline card not the whole supply of the Bookline Webstore is available; the operator of the Bookline Webstore shall determine from time to time the supply the User can actually choose from under the Bookline card. Amongst others and not limited to under the Bookline card the second-hand book supply, the booking service and the electronic book supply of Bookline Webstore are not available. Service Provider does not have any influence on that and shall not be liable for the available product supplies, the availability thereof, orderable and purchasable nature thereof; the operator of Bookline Webstore shall be liable exclusively for all of them. With any questions, claims and complaints the User can turn exclusively to the operator of the Bookline Webstore, or its customer service via the contacts provided on the website of the Bookline Webstore.

The User are able to announce his claims and complaints in connection with payment within the Simple Application concerning the purchases under the Bookline card to Service Provider according to the provisions of this GTC and via the contact provided in it.

90. In case of order and purchase performed under the Bookline card the legal relationship and the contract shall be established between the User and the operator of the Bookline Webstore; Service Provider shall not be a party of this contract, consequently shall not be liable for the contractual and legal performance of it either. For warranty, shipping, suitability of the product ordered via the Bookline card, the operator of the Bookline Webstore shall be liable, Service Provider shall not be liable for the aforementioned under any circumstances. The general terms and conditions, buyers' guides and other regulations of the Bookline Webstore accepted as binding by User upon entering the Bookline card shall apply for the orders, purchases under the Bookline card as well as the on the consumers' exercising of their cancellation rights. The Bookline card contains only the links of these terms and conditions. Service Provider shall be liable neither for the general and other terms and conditions of the Bookline Webstore nor for the legal compliance and availability of those.

    The operator of the Bookline Webstore shall issue and send to the User the invoice or the receipt about the products ordered and purchased under the Bookline card and the consumer price of those; Service Provider shall not be liable for failure in performance of the obligation concerning the issuance of such invoice and receipts.

    The operator of Bookline Webstore is entitled to determine the price of the products available in the Bookline card. The prices indicated are gross prices, they include the amount of VAT. If the User shall pay handling fee for the use of the Simple System or if the shipping and payment methods have additional costs, the price payable for the ordered product indicated in the Simple System shall include those items as well. The Service Provider maintains his right to change the price of the products at any time upon the instruction of the operator of the Bookline card or the amount of the additional costs. Right for changing the price shall not be applied for the purchases in progress.

    Placing the product in the basket shall not oblige the User to purchase it. If the User does not wish to purchase the chosen product, the User can remove it from the basket or empty the whole content of that before Payment.

    Under the Bookline card neither to book a product without purchase, nor to book it in advance is possible.

    Service Provider does not undertake any liability for the information and content connected to the products available in the Bookline card as well as in the Bookline Webstore especially for the information obtained from the operator of the Bookline Webstore.

    Service Provider excludes its liability for any damages caused by the breach of contract, illegal activity or omission of the User, the operator of the Bookline Webstore or any third persons.

91. If the operator of the Bookline Webstore cannot ship the product ordered under the Bookline card to User and therefore the User's order placed under the Bookline card of the Simple Application cannot be fulfilled but the User has already paid the purchase price of the product in the Simple Application, Service Provider shall ensure the refund of the purchase price of the ordered product to the User in accordance with the Bookline Webstore Operator's notification and instruction. The same provision shall apply on refunds necessary based on subsequent complaints or on any other reason. Service Provider shall not be liable to User for the Bookline Webstore Operator's delay or omission concerning refund.

User can order a product under the Bookline card either with shipping or with picking up at a pick up point. User can set the shipping method and the shipping address belonging to it under the Bookline card. In case of choosing picking up at a pick up point User can choose the pick up point at which User intends to pick up the product from a drop-down list.

Upon entering the Bookline card User can choose to perform browsing, purchasing via the Bookline card or in the Bookline Webstore via User's Bookline account. If User wishes to enter User's Bookline account, it is possible after entering the Bookline card by providing the e-mail address and password tied to his Bookline account.

User can pay the purchase price of the ordered product either by the payment methods available in the Simple Application or by payment on delivery, in the latter case the general terms and conditions of the Bookline Webstore shall apply on the payment method.

92. **Cheque Payment**

On the basis of the outsourcing agreement concluded between the Service Provider and Magyar Posta Zrt., the Service Provider provides access to cheque payment service of Magyar Posta Zrt. in the Simple System and in the Simple Application. The Service Provider also provides technical conditions and software infrastructure necessary to access the service through the Simple Application. By integrating the Cheque Payment interface into the Simple System, the Service Provider as a technical contributor provides IT back-end solution to enable the use of the Cheque Payment service of Magyar Posta Zrt. for the User through the Cheque Payment menu option of the Simple System. The Service Provider's order under the abovementioned outsourcing agreement is limited to facilitating the conclusion of an agreement for the provision of payment services between the Users and Magyar Posta Zrt. The Service Provider does not participate in the provision of the payment service of Magyar Posta Zrt. in any way.

The Service Provider shall not be liable and explicitly excludes its liability for "not Simple-specific" operation of the Check Payment service, i. e. operation which is independent of the Simple System.

The User may use the Cheque Payment service after registering in the Simple System.

Users registered in the Simple System scan the Postal Code displayed on the Cheque choosing the Cheque Payment option when opening the Simple Application, then the Simple System displays the amount payable based on the scanned data and the User pays the displayed amount using one of the payment methods available in the Simple System.

The User is not able to store or save the scanned Cheque data in the Simple System, he/she is only able to pay the scanned Cheque immediately. The scanned Cheque and its details cannot be saved or stored in the Simple System for future payment.

Cheque Payment through the Simple System is subject to acceptance of the Posta GTC by the User by checking a checkbox or by other appropriate means. Without this, the payment process cannot be initiated or it will be unsuccessful.

Acceptance of the Posta GTC in the manner described above shall constitute the User's explicit statement that the User has fully become aware of the provisions of the GTC regarding the Cheque Payment service, he/she understood the provisions and expresses his/her consent to be bound by them.

The Posta GTC regarding the Cheque Payment Service is available on the website indicated in the section Posta GTC of Definitions. Magyar Posta Zrt. is solely liable for the content, factual, legal

and other compliance, legality and availability of the Posta GTC and for its amendments, therefore the Service Provider shall not be liable and it explicitly excludes its liability.

The Service Provider shall not be responsible for placement and printing of Postal Codes on Cheques scanned by the Cheque Payment service, therefore the Service Provider shall not be liable to the User for inefficient printing, for unscannable or unprocessable codes, for the accuracy of scanned data, and for inefficient operation of the Cheque Payment service caused by these issues.

The User acknowledges that the Cheque Payment Service available in the Simple System provides only one free option for the User to access his/her debit account with his/her credit card to settle his/her debt to third parties by his/her credit card through the Simple System and the Internet. Based on the above, the Service Provider shall not be liable for performance or non-performance of the third party's legal relationship with the User or for any action taken by that third party towards the User.

By using the Cheque Payment service of the Simple Application, only one Cheque's Postal code can be scanned at a time and only one Cheque can be paid at a time. The Posta GTC specifies the maximum value of Cheques can be paid in a payment transaction and determines the availability and service period of the Cheque Payment service. The Service Provider shall not be liable for any restrictions set forth in the Posta GTC, the Service Provider shall provide the Cheque Payment service under the terms and conditions specified in the respective Posta GTC, at the time of service period specified therein and with other restrictions.

If the Postal Code of the Cheques paid in the Simple System through the Cheque Payment service is re-scanned in the Simple Application, Simple alerts the User that the Cheque has already been paid. Repayment may be resumed at the discretion of the User. The Service Provider does not guarantee and it shall not be liable for sending and correctness of the repeated payment alert under this paragraph, the Service Provider excludes its liability for any damages, costs or other adverse consequences arising on the side of the User and others as a consequence of the non-alert or the incorrect alert. It is the User's responsibility to check whether the Cheque has been paid and, if so, how many times. The Service Provider is unaware of any other payment completed elsewhere than in the Cheque Simple System. In the case of a Cheque Payment by such other means, the alert for repayment in the Simple System will not be displayed.

Magyar Posta Zrt. informs the User about success and failure of the payment transaction at the e-mail address provided by the Service Provider to Magyar Posta Zrt.

Users may contact Simple Customer Service with their questions and complaints regarding the Cheque Payment service, related to the Simple System. With other questions and complaints related to the Cheque Payment service Posta GTC, they may contact the Customer Service of Magyar Posta Zrt. specified in the Posta GTC. The Service Provider shall not be liable for complaints addressed to Magyar Posta Zrt. and for handling of complaints by Magyar Posta Zrt.

As regards the Cheque Payment Service, the legal relationship is established between the User and Magyar Posta Zrt. by acceptance of the Posta GTC. The Service Provider does not participate in this legal relationship, the Service Provider provides for the User only the Simple System as a technical platform for the Cheque Payment Service. Therefore, if the User would have any claims in addition to the Simple System, related to the Cheque Payment service, he/she can directly enforce this claim against Magyar Posta Zrt. The Service Provider does not take any claims.

Notification of successful payment transaction by Magyar Posta Zrt. does not mean that the cash payment has been executed at the same time as the abovementioned notification, i. e. the amount of the debt has been credited to the account of the third party in legal relationship with the User

pursuant to the respective Civil Code in force. Credit may take several banking days, similarly to traditional payment/access methods.

It is incumbent upon other parties involved in the settlement of the payment transaction and the current business rules and general terms and conditions of third parties in a legal relationship with the User:
- whether the amount paid is received by the third party within the time limit for payment;
- the day by which the third party charges interest or penalty; as well as
- whether the third party terminates the agreement with the User, withdraws from the agreement or applies other legal consequences in the event of a delayed payment pursuant to the Civil Code.

Thus, the Service Provider shall not be liable for the abovementioned matters and it explicitly excludes its liability.

The User does not pay a charge for the use of the Cheque Payment Service. Upgrade of the Simple System is also free of charge. However, it does not preclude the occurrence of payment obligations towards third parties on the side of the User related to the Cheque Payment service based on a separate legal relationship (e. g. transfer fee, financial transaction tax). Downloading the Simple System and its new versions as well as use of the Simple System may have data traffic costs depending on the terms of the Internet service used by the User, which shall be borne by the User.

The Service Provider informs the User that availability of the Cheque Payment service depends on the availability of Magyar Posta Zrt.'s system, thus the Service Provider shall not be liable for the failure of the service and for any resulting complaints or any possible claims. The User explicitly acknowledges and accepts this disclaimer.

Simple Social Function

93. By using the Simple Social function the Users are able to contact friends also registered in the Simple System, to add them as friends and can see that which functions of Simple Application the other friend User used recently.

    Users can log in to the Simple Social function in the Simple Application separately by using their e-mail address and password used for Simple Application.

    The User is able to order in the Simple Social menu of the Settings of the Simple Application whether he/she can be seen in the Simple System for his/her friends. If the User wishes it, he/she can turn on the Simple Social appearance; if he/she does not wish it, he/she can turn it off; in this case the User cannot be seen in the friends recommendation list and the User will disappear from the friends list of his/her friends in the Simple Application.

    Furthermore, the User is able to set whether it is shown what type of services he/she used in the Simple System recently. If the User allows it in Simple Social within the Settings, types of Simple functions/services he/she used recently will be shown for his/her friends. The concrete use of the Simple application by the User will not be shown, only the graphics of the types of the services, i. e. the sign of the given service will be indicated below the name of the User if the User allows it.

    In the Simple Social function the User signed in to here and consented to the appearance, can add other Simple User as a friend with entering the other User's e-mail address registered in the Simple System or from his/her register available in his/her Mobile device. In case of the use of the register the Simple Application asks permission for the access to the register which the User can grant or deny.

The User may invite such kind of persons with an invitation available in the Simple Social function into the Simple System, who have not been registered in the Simple System yet by entering their e-mail address and the User may write a personal message in the invitation. The provisions of invitation shall apply to this process.

In the Simple Social function the User can connect his/her Simple account to his/her Facebook account. If the User connects his/her Simple account to his/her Facebook account by clicking on the relevant button, the Simple Application asks the User that which data can be requested from the data stored in the User's Facebook account: name, profile picture, list of Facebook friends, e-mail address registered in Facebook account. The User is able to modify the type of data to be requested from Facebook on the Facebook settings screen in the Simple Application.

If the User connected his/her Simple account to his/her Facebook account, and if the User granted permission to the Simple Application for requesting the Facebook friends list from Facebook, the User's Facebook friends will be listed in the Simple Social function automatically who registered in the Simple Application and connected their Simple account to their Facebook account. The User may add other Users as friends from this list.

The User added as a friend, will receive a notice in the Simple System about that and can freely decide on the acceptance or the denial of adding as a friend. If the User accepts it, the other User will receive a notice about that in the Simple System, and the inviting User will be indicated in the friend's list. If the User does not accepts it, the other inviting User will disappear from the friend's list or he/she will not indicated there after 24 hours.

There is a friend recommendation function in the Simple Social function in which the Simple System recommends such Simple Users as potential friends who are the Facebook friends of the given User and who connected his/her Facebook account with his/her Simple account and allowed the so-called user friends right within the Simple Application, i.e. who allowed to indicate him/herself as friends in the recommendation. The User can add those recommended Users as friends in which case and in any other case can be withdrawn. The process of adding friends is the same as the above.

If the User withdraws another User as friend, the given User will disappear from the list of friends in the Simple Application after 24 hours, but this User will be displayed in the list of recommended friends.

The Users being friends in the Simple Application Simple Social function are able to send messages to each other by using Facebook messenger if the Facebook messenger is installed on their Mobil devices and is available.

Any User is entitled to delete any of his/her Simple Social friends from his/her Simple Social friends on its own within the Simple Application or he/she can request it at the customer service. In case of deletion of a friend, the affected deleted User will disappear from the friends list.

Only one Facebook account can be connected to one Simple account, it is not possible to connect more Facebook account to one Simple account.

94. **INFORMATION ON THE CONTRACT CONCLUDED AS DISTANT PARTIES BETWEEN THE SERVICE PROVIDER AND THE USER REGARDED AS CONSUMER IN COURSE OF THE USE OF THE SERVICE PROVIDED BY THE SERVICE PROVIDER FOR THE USER REGARDED AS CONSUMER**

We request our dear Users to read carefully this information before purchasing Entry tickets, Tickets, Movie tickets, Cinema City tickets, Parking tickets or e-Vignette services or other

services available in the Simple System and to purchase or use the our services ("conclude contracts" by the wording of the law) only in view of the present information .

The Service Provider, as described above, provides the following information:

a) **Service Provider's name**: see point 4 of the present GTC.

b) **Service Provider's seat, place of business, postal address, Service Provider's data**: see point 4 of the present GTC.

c) **Relevant properties of the services**:

i) In case of purchasing Entry tickets, the relevant properties of the Event shall be found on the Event's data sheet available under the Tickets menu item in the Simple System.
ii) In case of purchasing Movie tickets, the relevant properties of the film shall be found on the data sheet of the film available under the Cinema menu item in the Simple System.
iii) In case of purchasing Cinema City tickets, the relevant properties of the film shall be found on the data sheet of the film available under the Cinema City menu item in the Simple System.
iv) In case of using the Parking service, the relevant properties of the parking service shall be found on the parking data sheet available under the Parking menu item in the Simple System.
v) In case of purchasing E-Vignette, the relevant properties of the e-Vignette service shall be found on the data sheet available under the E-Vignette menu item in the Simple System.

d) **About the total amount of the offset increased by tax of the services under the contract and about all additional costs that may arise in addition**:

Before the order or use of the services and prior to click on the Payment button, the User finds information on the gross prices of the services, the comfort fee and other costs to pay in addition under the appropriate menu item of the Simple Application; so in case of Parking under the Parking, in case of E-Vignette under E-Vignette, in case of Entry tickets, Tickets under Tickets, in case of movie tickets under Cinema, in case of Cinema City tickets under Cinema City menu item. No other cost may arise for the User in addition to the gross prices, fees and other costs displayed before clicking on the Payment button.

In case of using the Parking service, due to the nature of the service the amount of the payable parking fee may not be pre-calculated therefore prior to initiate the service the hour rate, the minimum parking fee, the maximum parking time and the parking duration subject to fees applicable in the parking zone will be indicated, in turn, before the payment the zone hour rate, the comfort fee, the maximum parking time, the starting time of the parking and the maximum amount of parking fee calculated with the maximum parking time including the comfort fee will be displayed.

The indicated prices contain the total amount of the consideration increased by tax in Hungarian forints, they are gross prices containing VAT. Due to the nature of the services, the indication of unit price is not possible except in case of the Parking service. If the User is obliged to pay administration fee, comfort fee or other fees in return of the use of the service, it is precisely indicated in the Simple Application in course of the payment process. The administration fees are the fees charged for the services, it is not an amount charged for the use of the bank card or other payment method. Any packaging or shipping fee is included in the consideration indicated in the Simple Application. All the costs are included in the total amount of the consideration.

e) **In case of a contract concluded for an indefinite period or a contract including subscription:**

The Service Provider does not apply contracts for an indefinite period or for a flat rate. The amount of the consideration includes all the costs relating to the concrete purchase.

f) **About the usage charges of the device enabling communication between distant parties for the conclusion of the contract:**

The telecommunication service provider of the device being used in carry out purchases (mobile phone, telephone, computer with internet connection, tablet, etc.) may charge a fee based on the User's individual subscription or other contract as an offset of the internet, mobile, or other electronic connection or special payment method (e.g.: mobile payment). However, the Service Provider itself does not apply premium rate services.

g) **About the conditions of the performance, especially about the payment and settlement deadline and about the method of complaint handling by the company:**

The payment and the delivery of the purchased service (Entry ticket, Tickets, movie ticket, E-Vignette, Parking ticket) to the registered user account of the User in the Simple Application happens practically in real time, immediately. If the physical delivery of the above mentioned services is not possible, the Service Provider delivers them electronically. If the performance of the service is automatic, the settlement deadline is immediate as well.

The User, by means of the payment methods under the present GTC, settles the offset of the service immediately after ordering.

h) **About the Consumer's right of cancellation and termination:**

The information regarded to the rights of 14 days cancellation and termination without justification of the User as consumer according to the Article 20 b) of the Decree Nr 45 of 2014 (II.26.) on the detailed rules of the contracts concluded between consumer and company (hereinafter referred to as: **Decree**), is indicated here and in Annexes 2 and 3 of the present GTC.

With regard to the right of cancellation and termination, User under the present clause shall be interpreted exclusively as consumer according to the law.

The purchase may be interrupted at any time before clicking on the "Payment" or the "Order with payment obligation" button without consequences.

According to the Article 29 (1) a) of the Decree Nr 45 of 2014 (II. 26) the User may not exercise its right of cancellation or right of termination if the Entry ticket for the Event, the movie ticket for the Film or the Cinema City ticket is valid for a concrete date (term-day, closing date). In this case the Service Provider is not enabled to re-exchange the Entry ticket or to refund the value of the purchase (except in case of the cancellation of the performance).

In the event that the User purchased a Ticket which is not only valid for a fix date (e.g.: museum entry tickets which can be used at any time, etc.) and if the User above that Ticket purchase used other service which falls under the rules of the consumer's rights of cancellation and termination according to the Decree Nr 45 of 2014 (II.26) such as parking and e-Vignette service, these rights may be exercised in the following way:

i) The Service Provider shall commence providing the service within 14 days after concluding the contract relating to the service i.e. after to the payment if the User using the service expressly requires and agrees by a separate statement that the Service Provider does commence providing the service under the present GTC before the expiry of the 14 days period of time according to the Article 20 (2) b) of the Decree. In the event that the User makes this statement the User expressly acknowledges that he shall not exercise his right of cancellation and termination under the Article 20 (2) b) of the Decree after the performance of the whole of the service so he loses his right of cancellation and termination. Taking into consideration that the performance of the whole of the

service happens proceed to the payment immediately, after the Payment the User shall not exercise his right of cancellation and termination.

ii) If the User does not make this statement, he acknowledges that the Service Provider shall not commence providing the service, in turn the User has the right of cancellation in a duration determined in the Article 20 (2) b) of the Decree (14 days) counting from the day of the conclusion of the contract which right may be exercised by means of filling in a sample declaration constituting annex 2 of the present GTC.

The consumer shall exercise the right of cancellation and termination of the User either by means of a form letter attached as annex 2 to the present GTC in accordance with annex 2 of the Decree, or by means of an unambiguous declaration which shall be sent to the address of the Service Provider defined in the present GTC or to the e-mail address ugyfelszolgalat@simple.hu. The right of cancellation or termination is exercised within the deadline if the User sends it until the deadline prescribed in the previous paragraph. The burden of proof shall lie with the User to prove that he exercised his right of cancellation or termination in accordance with the provisions of the present paragraph.

In case of the exercise of the right of cancellation by the User under the present clause, the Service Provider refunds all consideration performed by the User including the costs arisen in connection with the performance, without delay but not later than within 14 days counting from the receipt of such declaration by the Service Provider. In course of the refund the Service Provider applies a payment method identical with the payment method of the original transaction, except the User gives his expressed consent to the application of another payment method, and that shall not be subject to any additional charge for the User.

In case of the exercise of the right of termination, the Service Provider is entitled to the offset of the service provided until the date of termination and the User shall be refunded by that part of the offset which exceeds the value of the actual service provided. In course of the settlement the amount payable proportionally by the User shall be calculated on the basis of the total amount of the consideration increased by tax. If the User proves that the total amount is extravagant, the proportional amount shall be calculated on the basis of the market-value of the service performed until the date of the termination of the contract. In course of the definition of the market-value the identical services of the companies exercising the same activity shall be taken into account on the offset applicable at the date of the conclusion of the contract. According to the present paragraph, the User is obliged to reimburse the Service Provider for its reasonable costs if the Service Provider commenced providing the service at the expressed prior request of the User and he exercises his right of termination after commencement of the performance.

Taking into consideration that the reconsignment of the product is not possible due to the electronic performance of the services therefore no costs shall be arisen from the reconsignment of the product.

Whereas the Service Provider does not have any costs arisen from the exercise of the right of cancellation, termination after the commencement of the performance of the contract therefore the User is not obliged to refund such reasonable costs.

i) **About the legal obligations on warranty and product guarantee**

Warranty

In which cases the User may enforce his warranty rights?

In case of the defective performance of the Service Provider, the User may enforce his warranty claim in accordance with the Civil Code.

What kind of rights shall the User have on the basis of the warranty claim?

The User – at his choice - shall have the options: to choose either repair or replacement unless compliance with the chosen warranty right is impossible or it results in disproportionate expenses on the part of the company as compared to the alternative remedy. If the User did not or could not ask for repair or replacement then the User may ask for a commensurate reduction in the consideration or he may repair the defect himself or have it repaired at the company's expense or – in the last resort – he may withdraw from the contract. The User shall be entitled to switch from the warranty right he has selected to another but the cost of switch-over shall be covered by the User unless it was justified or made necessary by the company's conduct.

In which time limit the User may enforce his warranty rights?

The User shall be required to inform of the lack of conformity without delay but no later than within two months of the time it is detected. The User shall not enforce his right to warranty after two years from the performance of the contract.

Against who the User may enforce his warranty claim?

The User may enforce his warranty claim against the Service Provider.

What kind of other conditions the enforcement of the warranty claims require?

Within six months from the performance, if the User justifies that the product purchased or service used was provided by the Service Provider there is no other condition of the enforcement of the warranty claim than to inform the Service Provider of the lack of conformity. But after six months from the performance the User is obliged to prove that the detected lack of conformity has already been existed at the time of the performance.

Product guarantee

In which cases the User may enforce his product guarantee rights?

In case of lack of conformity of any movable property the User – at his choice – may enforce warranty or product guarantee claims.

What kind of rights shall the User have on the basis of product guarantee claims?

The User shall have solely the right to demand from the manufacturer to have the product repaired or to provide replacement.

In which cases the product shall be deemed defective?

A product shall be deemed defective if it does not meet the requirements related to conformity in effect at the time of placing on the market, or it does not meet the specifications provided by the manufacturer.

In which time limit the User may enforce his product guarantee claim?

The User may enforce his product guarantee claim within two years effective from the date of placing the given product on the market. This deadline shall apply with prejudice.

Against who and by which conditions the User may enforce his product guarantee claim?

Product guarantee claim shall only be enforced against the manufacturer or distributor of the movable property. In case of the enforcement of product guarantee claim the defect of the product shall be proven by the User.

In which cases the manufacturer (distributor) shall be relieved of product guarantee obligation?

The manufacturer (distributor) shall only be relieved of product guarantee obligation, if he able to prove that:

- he manufactured or placed the product on the market in the course of operation other than in the course of its business activity, or
- the state of scientific and technical knowledge at the time when he put the product into circulation was not such as to enable the existence of a defect to be discovered, or
- the defect in the product was caused by the application of a regulation or a regulatory provision prescribed by authorities.

In order to relieve the manufacturer (distributor) has to prove only one of the causes.

The User shall not enforce warranty and product guarantee claim simultaneously, parallel to each other, because of the same defect. In case of a successful enforcement of his product guarantee claim the User shall enforce his warranty claim against the manufacturer for the replaced product or the repaired part thereof.

j) **Customer and other services; about the existence of a guarantee and the conditions thereof**

In connection with the services the User may find more information on a particular topic in the present GTC, or in the e-mail addresses and telephone numbers given on the Website. Point 96 of the present GTC contains the contact data of the customer service. According to the Decree Nr 151/2003 (IX.22) and its annexes the Service Provider does not take guarantee, no guarantee requirements are established for the product scope and services purchased by the Service Provider.

k) **About the availability of a code of conduct according to the act on the prohibition of the unfair commercial practices against the consumers and the method of requesting a copy thereof**

It is not available, no copies can be requested.

l) **In case of fix-term contracts, about the duration of the contract, in case of contracts for an indefinite period, about the conditions of the termination of the contract**

Unless otherwise specified, in case of fix-terms contract, the duration of the contract adjusts to the duration of the service.

Unless otherwise specified, in case of contracts for an indefinite period, the period of notice is 15 days. The contracts may be terminated by the mutual consent of the parties as well. More information on the duration of the contracts and the conditions of the termination is contained in the present GTC.

m) **In case of a fix-term contract which may transform to a contract for an indefinite period, about the conditions of the transformation and the conditions of the termination of such contract transformed to a contract for an indefinite period**

There is no such case.

n) **About the shortest duration of the consumer's obligation under the present contract**

It adjusts to the duration of the services.

o) **About the deposit or other financial collateral payable or to be secured by the consumer at the request of the company and about its conditions**

None.

p) **About the operation of the digital data content and the applicable technical protection measures**

The Service Provider performed and maintain, permanently update the necessary protection measures in connection with the operation of the servers and other appliance (including infrastructure ensuring network connection) operated by the Service Provider. The Service Provider ensures the appropriate placement and physical protection of the devices and ensures the protection of the stored data by means of the electronic devices available. For more information see the rules relating to Data security of the present GTC.

q) **About the interoperability of the digital data content with the hardware and software according to the reasonable knowledge of the company:**

The Simple System browser interoperates in an independent manner with all regularly used and widespread operation system and it can be displayed on mobile device (mobile phone, tablet).

r) **About the possibility of the use of the method of adjustment of complaints and settlement of disputes out-of-court which is obligatory for the company based on the law or the decision of the company and the availability thereof**

Users with their complaints may turn to the Service Provider in accordance with clauses 87-89 of the present GTC who shall make every endeavor to bring the infringement to an end and to the remedy thereof. The Service Provider and the User shall settle their disputes primarily out-of-court by conciliation. If the conciliation does not lead to an outcome the User under the laws in effect and the present GTC may apply to an authority, court or conciliation body.

s) **About the possibility of an access to a conciliation body, about the name and postal address of the conciliation body having competence on the basis of the seat of the Service Provider**

The conciliation body has competence in the out-of-court settlement of the disputes between the consumer and the company in connection with the quality, safeness of the product, the application of the product liability rules, the quality of the service, and the conclusion and performance of the contract between the parties (hereinafter referred to as: consumer dispute): to this end for the sake of the simple, quick, effective and cost-effective enforcement of the consumer's rights it attempts to create an agreement and if the conciliation fails it makes a decision in the case. The conciliation body shall give advice at the request of the consumer or the company in connection with the consumer's rights and obligations. The condition of the initiation of the procedure before the conciliation body is that the consumer directly attempts to settle the dispute with the concerned company. The procedure of the conciliation body starts at the request of the consumer. The request shall be filed in writing to the president of the conciliation body. The conciliation body having competence on the basis of the seat of the Service Provider: Conciliation Body of Budapest 1016 Budapest Krisztina krt. 99, postal address: 1253 Budapest POB: 10.

t) **About the possibility of addressing the Financial Arbitration Board:**

Service Provider informs the User, that any disputes regarding the generation and conclusion of legal relations regarding the provision of services between consumers and persons that fall under 39. § of Act CXXXIX. of 2013, such as those regarding the Simple Card service herein, as well as those regarding the actions of Service Provider as tied agent under Hpt. 10. § (1) ab) may be sought to be settled out of court, before the Financial Arbitration Board. The Financial Arbitration Board aims to secure an agreement between the involved parties, in lieu of which it makes its decision.

Service Provider informs the User moreover, that further information regarding the proceedings of the Financial Arbitration Board may be accessed and viewed at https://www.mnb.hu/bekeltetes

Furthermore, Service Provider informs the Users, that the National Bank Of Hungary, Financial Consumer Protection Centre operates a financial consumer protection website at https://www.mnb.hu/fogyasztovedelem, the contents of which Service Provider calls User's attention to explicitly.

Provisions related to the payment

95.   The fee of the Services used through the Simple System may be paid by bankcard.

User shall be allowed to request an invoice to be issued about User's purchases completed via the Simple System as follows:

a)   Vending Machine: In case of using drink vending machines no invoice can be requested. In case of using the parking meter (Westend parking) an invoice can be requested within 15 days following the payment, in a request in e-mail sent to the ugyfelszolgalat@otpmobil.com e-mail address. In case of an invoice is requested, a copy of the Westend parking receipt shall be attached to the e-mail.
b)   Food Ordering: An invoice can be requested from the delivery person upon payment.
c)   Taxi: An invoice can be requested from the driver upon payment
d)   Invoices about the purchases completed in Cinema, Cinema City, e-Vignette and Parking services can be requested in the Simple Application right before choosing a payment method, on the same screen as the payment methods.
e)   Service Provider shall be deemed as an intermediary in case of buying Tickets sold by INTERTICKET Kft. via the Ticket Services. Accordingly, the Service Provider hereby informs the User that in all cases of such transactions, the issuer of the receipts is INTERTICKET Kft. (reg. seat at 99. Váci út, 1139 Budapest, company reg. no. 01-09-303201, tax no. 13421739-2-41), with the technical background being provided by Számlázz.hu (KBOSS.hu Kft., reg. seat at 126-128. Bécsi út, 1034 Budapest, company reg. no. 01-09-303201, tax no. 13421739-2-41). Regarding any other aspects of purchase of Tickets sold by INTERTICKET Kft.in the Simple System in the Ticket Services and the payment and billing provisions thereof, the terms of this GTC shall apply. Service Provider shall not be liable for any damages resulting from the actions, negligence or practice of, nor for the late bill issuing of, nor for any circumstances arising at INTERTICKET Kft. or KBOSS.hu Kft.; thus, Service Provider expressly waives all liabilities pertaining thereto. All complaints, notices, disputes and issues are handled and ruled on by INTERTICKET Kft., Service Provider shall only forward such notices to Interticket Kft., should any such be sent to the contacts of the Service Provider. Service Provider shall also not be liable for the handling, processing or the fulfilling of any such complaints or notices.

Regarding the purchase of Tickets other than sold by INTERTICKET in the Simple System the Service Provider issues the invoice and the User are entitled to request an invoice in the Simple Application right before choosing a payment method, on the same screen as the payment methods.

In case of the aforementioned points d) and e) the invoice shall be issued immediately following the purchase and sent to User's e-mail address registered in the Simple System as an electronic invoice. By accepting this GTC User agrees to such electronic invoice be sent. If User did not request an invoice upon purchase, in accordance with the provisions of Section 163 paragraph (2) point c) of Act 127 of 2007 on the Value Added Tax, the invoice can be requested posteriorly, within 15 days from the purchase at Simple's customer service and the User is entitled to request of the modification of his/her billing data entered originally in the same deadline. It is not possible to request an invoice posteriorly later than 15 days from the purchase according to the above mentioned legal provisions.

f) Regarding invoices requested about Parking, the invoice shall be issued and sent by the 10th calendar day of the next calendar month as an electronic invoice to the e-mail address registered by User in the Simple System.

Any error occurred in course of the payment process shall be denoted at the customer service of the Service Provider.

96. **Bankcard payment**

In case of bankcard payment the User chooses the desired service first then he selects the bankcard payment options, enters the bankcard data on the online surface of the Simple System and starts the payment.

The User may register one or more bankcards to the Simple System during which he enters the name, number, expiration date and CVC code of the bankcard. The User may delete the registered bankcard and create a new one at any time. In case of bankcard payment the User may pay by registered bankcard by selecting the required registered bankcard; the User may pay by a bankcard which is not registered to the Simple System.

The User is able to pay with and register American Express, Visa, MasterCard and Maestro bankcards issued by any bank in the Simple System. OTP Bank PLC shall manage the bankcard payment transactions.

In course of the bankcard registration the Service Provider stores the bank card data, that is the bankcard number, the expiration date of the bankcard, the identifier and entered name of the bankcard by the User in the OTP Bank system which is the number of the card issuer company and the last 4 number of the bankcard as a default if the User does not give one.

Registration of bankcards is possible both on the simple.hu website and directly in the downloaded application.

97. **Payment with OTP Cafeteria Card**

The User may pay for the part of the Services determined by the Service Provider with the types of vouchers available on Cafeteria Card issued by OTP Pénztárszolgáltató Zrt. and OTP Országos Egészségpénztár. Currently the following Services can be paid with Cafeteria Card with the types of vouchers indicated herein:

a) E- Vignette (Gift Voucher)
b) Tickets from the supply of the www.jegy.hu website (Culture Voucher).

The Service Provider is entitled to change, extend or narrow the Services payable with Cafeteria Card in its sole discretion; the Service Provider informs the Users about those changes on the Websites.

For using the Cafeteria Card for the Services the general terms and conditions of the issuer thereof shall apply.

98. **Requesting an invoice in case of bankcard payment**

In case the User would like to receive an invoice of the purchase for the Tickets, Cinema City, Parking, E-Vignette services he may ask it from the Service Provider by giving his invoicing data in the Simple Application, whilst for the Food ordering and Taxi services he may ask it directly from the Business Partner by giving him the sufficient data. In case of purchasing under the Bookline card, User can request the bill from the operator of the Bookline Webstore.

The User by the acceptance of the present GTC expressly acknowledges and accepts that the Service Provider issues electronically invoices or bills as electronic invoice or electronic bill of the offset of the services used by the User.

Customer service, settlement of disputes

99. The User may turn to the Service Provider with his complaint concerning the Simple System in writing included the complaint sent via post or via electronic letter (e-mail), verbally, complaints announced personally at the following contact data of the Service Provider:

Address of the announcement of written complaints:
a) Seat of the Service Provider: 1093 Budapest, Közraktár u. 30-32.
b) Address of the Service Provider: 1093 Budapest, Közraktár u. 30-32
c) E-mail address of the Service Provider: ugyfelszolgalat@simple.hu

Address of the announcement of verbal complaints:

i. personally at the seat of the Service Provider: 1093 Budapest, Közraktár u. 30-32. Verbal complaint may be made personally on working days between 9.a.m. and 4.p.m. In case of submitting verbal complaint, minutes shall be kept on the complaint, the complaint has to be examined and if it is possible and necessary the complaint shall be remedied; in other cases the complaint has to be examined within 30 days and the User submitted the complaint shall be informed about the result of the examination within this deadline.

ii. via telephone, 24 hours every day of the week, on one of the following telephone numbers: 06 1 3666 611; 06 70 3666 611; 06 30 3666 611; 06 20 3666 611.

The personal customer service operating at the seat of the Service Provider may be engaged free of charge by the User, and the telephone customer service line is operated by Service Provider at normal rate, with no additional charge; however, based on the telephone service subscription of the User, the call may entail telephone expenses for the User, which shall be borne by the User.

In case of submitting complaints via telephone, the telephone conversation with the administrator shall be recorded. Upon initiation of a call by the User, his consent to the record of his voice shall be deemed to be given. If the call is able to be identified beyond reasonable doubt, the call record may be provided to the User in 30 days, following their written request. Records are stored for fiye years.

In order to maintain balance between the Service Provider and the User, User is afforded the right to make records of their own, having to firstly notify the Service Provider thereof. User may not publish the records made by either of the Parties, and may only use them in the proceedings of a legal debate with the Service Provider. In case of any discrepancies, the version stored by the Service Provider shall prevail.

100. In case of submitting a written complaint the Service Provider examines the complaint within 30 days and the Service Provider provides the User submitted the complaint with a written answer on the merits. If the Service Provider refuses the complaint, he is obliged to justify it.

101. In case of the refusal of the complaint the User may turn to the conciliator operating near the commercial and industrial chamber seated in the county of the User's home address, in the lack thereof he may turn to the Budapest Conciliation Body operating near the Budapest Chamber of Commerce and Industry having competency on the basis of the Service Provider's seat (1016 Budapest, Krisztina krt. 99. III. em. 310.; Mailing address: 1253 Budapest, POB 10), furthermore, the User is entitled to turn to the circle costumer protection authority having competence on the basis of the home address of the User; in second instance cases to the Pest County Government Bureau. The availabilities of the circle costumer protection authority having competence on the basis of the home address of the User are indicated on the following website: jarasinfo.gov.hu.

Data processing

102. The Privacy Notice available in the Website contains the information concerning the personal data managed in the Simple System.

Technical requirements

103. In order to use the Simple System application there are minimal system requirements of the Mobile Device to possess one of the following operation system:
- Android 5.0. or newer
- IOS 11.0

Ownership, copyright

104. The Simple System together with the applications, software, documentation, source codes, objective codes, graphical, text and other materials, including the Website and the Simple logo as well are copyrighted works protected by the Act LXXVI of 1999 on the Copyright on which the Service Provider has exclusive ownership and copyright.

105. Any use of the Simple System and any authorization of the use thereof are prohibited without the license of the Service Provider.

106. The Simple System and any and all patents, copyrights, design or other IP protection, business secret, know-how, other intellectual property rights on the Simple System constitutes the sole and exclusive ownership and right of the Service Provider and remain in the exclusive ownership and right of the Service Provider irrespectively of whether they are separately registered or accepted according to laws of the country where the Simple System is situated.

107. The User is not allowed to take such measures or demeans himself in such a way which infringes or threatens the ownership, IP or other rights of the Service Provider or through which the User obtains rights concerning the Simple System, except the limited licence under the present GTC.

108. Any rights, software, system version or result, including any developments or further developments of the Simple System in connection with any reproduction, translation, modification, adaptation, decompilation, breach of the source code of the Simple System and any and all products arisen from the Simple System constitute the exclusive ownership and the rights of the Service Provider.

109. The User undertakes not to remove any information or data concerning confidentiality, trademarks, intellectual property and rights management from the Simple System.

Warranty of title

110. The Service Provider hereby represents and warrants against the User that he obtained exclusive ownership and rights on the Simple System made available to the User, that the Simple System is considered as an individual and original creation and that third persons or organizations do not have any copyrights or any other claims related to the Simple System which shall restrict, prevent or exclude the exercise of the acquired rights of the User based on the present GTC.

The extent of the User's license

111. By registering to the Simple System and by downloading the Simple System the User gains the following non-exclusive, non-assignable, non-transferable license without limitations concerning territory and languages, for the duration of the legal relationship with the Service Provider according to the present GTC:

a) running and operating the Simple System,
b) displaying on screen the Simple System.

    The license covers the use of the Simple System and the use of the corrected, modified or updated Simple System by the Service Provider.

112. The User is not entitled to adapt, translate or modify the Simple System in any way, including the troubleshooting; he is not entitled to reproduce the Simple System in any way as well as to use the Simple System in any way which exceeds the extent and range of the license determined in the point 104. The User is not entitled to translate the language of the Simple System to another language or has translations prepared by third party. Furthermore, the User is not entitled to use the Simple System translated into other language by him or by third person.

113. The User is entitled to install, run and use the Simple System only on devices owned or lawfully used by the User. Only the Service Provider has right to maintain the Simple System. In case of violating this provision, the Service Provider's liability is excluded for the damages caused in the data, files and devices of the User or of the Simple System.

114. The User is always entitled to use only the last updated version of the Simple System, the User is not entitled to use the previous versions before the last updated version after the new version has been installed or updated on the User's device.

115. The User is not entitled to sublicense, to transfer to assign the right of exploitation of the Simple System or any part of it to third person, or to assign his right fully or partly under the present GTC to third person.

116. The source code of the Simple System shall not be delivered to the User it remains in the exclusive ownership and possession of the Service Provider.

117. The User is not entitled to know the source code. The User is not entitled to modify the Simple System or any part of it, to reproduce and translate the source code even if it is necessary for ensuring the compatibility and cooperation of the Application with the User's existing information technological systems.

118. The User is not entitled to decompile, translate, adapt, reproduce, crack the source code of the Simple System and he is not entitled to analyse the operation and the interim architecture of the Simple System.

119. The User is not entitled to distribute, publish or make available to third persons the Simple System or any part of it, including the software documentation.

120. The Service Provider gains exclusive and absolute rights to the use of the published comments (e.g.: chat, blog), remarks, suggestions, ideas of the User relating to the use of the Simple System. The Service Provider becomes the exclusive owner of all rights connected to such remarks and he may not be limited the usage thereof in any way. The Service Provider is entitled to exploit, use, disclose, adapt, delete, publish without any limitation and any compensation thereof provided to the User in any way.

Trademarks

121. The trademarks, in particular but not limited to Simple, Simple Labs logos and names, on the Service Provider's Website and in the Simple System constitute the exclusive ownership of the Service Provider. Third persons are not allowed to use, distribute or publish these designations without the expressed previous written consent of the Service Provider in any way.

Limitation of liability

122. The Service Provider ensures the Simple System „as it is", „with all of its defects" and „in condition viewed" to the User and all risks concerning the adequate quality, performance, adequacy, efficiency shall be borne by the User.

The User is required to ensure the sufficient hardware and software context for the installation and use of the Simple System.

123. The Service Provider excludes his liability for all consequences arisen from all reasons which do not belong to the Service Provider's activity subject to the present agreement. The Service Provider is not liable for how and for what purposes the Simple System is used for by the User or third person – in particular he is not liable for whether the User or third person exercise its activity during the use of the Simple System according to the relevant legal and other contractual provisions.

124. In case of false operation of the Simple System the User is entitled to claim to correct the defect on its choice according to the provisions concerning the false performance of the Civil Code. If the Service Provider does not undertake to correct the defect or if he does not accomplish it within 30 working days, the User is entitled to abandon the agreement and he is entitled to claim the compensation of his damages suffered in connection with that. The defect which does not encumber the appropriate use shall be corrected until the publication of the next program version.

125. The User shall inform the Service Provider immediately if he realizes defect and he shall declare all circumstances in connection with that. The User shall closely cooperate with the Service Provider according to the instructions of the Service Provider during the identification of the defect and the troubleshooting. The User shall communicate all information the Service Provider requires to the Service Provider.

126. The User shall regularly save the programs and data files being on his mobile device using the Simple System and he shall ensure the saving thereof. The Service Provider is not liable for the failure of the other software products and data files stored on the User's mobile device using the Simple System and for the consequences arisen from that, therefore the User shall manage his data storage devices with particular care.

127.   The Application operates only in environment legally cleared and free from viruses. The Service Provider excludes his liability for the consequences and failures arisen from unlawful access, inappropriate use, hardware failure, inappropriate operating environment (including power failures).

The Service Provider is not liable for any damages the User or third person suffered and which are arisen from the data basis connected to the Simple System by the User, the databases created in the Simple System by the User, the data carried in into the Simple System by the User; exclusively the User shall have liability for that.

The Service Provider does not have liability for the correctness of the data, information in the Simple System and for the damages the User or third person suffered and which are arisen from the use of those data and information.

The Service Provider is not liable for any quality or attribute of the utilised network connection, as contracted for by and between the User and third parties; including, but not limited to the quality of the connection, the available bandwidth, the connection speed, or the precision of mobile global positioning (GPS/A-GPS). The Service Provider is not liable for any and all damages incurred – be they direct or indirect – from the abovementioned third-party factors and criteria. The accuracy of mobile global positioning (GPS/A-GPS) shall be checked by the User before using Simple services which utilise mobile global positioning; and in the event of inaccuracy, shall manually refine positioning.

The Service Provider is not liable for any content concerning the Simple System including particularly but not limited to the unlawful, inadequate, obscene, indecent, threatening, humbling, abusive, insulting, injurious content; furthermore, the Service Provider is not liable for the behaviour, data transmission or data of any third person.

The Service Provider is not liable for any viruses or for any functions which influence or restrict the access and use of the Simple System, for the incompatibility of the Simple System with other webpage, services, software, hardware, for any delay or failure which the User realizes during the use of the Simple System and during the initiating, managing or finishing of appropriate and actual data transmission or transaction and for any damages and costs arisen from the use of the services ensured by third parties and available through references or which can be bound to them in any way.

128. The Service Provider is not liable if he fails any deadline or task according to the present GTC because of Force majeure – in particular because of elemental disaster, political events, the delay or refusal of the licenses out of the Service Provider's competence or of magisterial measures, strikes, failure or interruption of public utility, telecommunication, communication services as well as if the performance became impossible because of Force majeure. The same provisions shall apply if the Force majeure affects the performance of the Service Provider and of his subcontractors, contributors or agent.

129. If the User suffers damages for which the Service Provider is liable according to the present GTC, the User is entitled to enforce his claim for damages only to the extent of HUF 500,000 i.e. HUF Five hundred thousand against the Service Provider. The Service Provider shall be liable only for such damages the damage claim for which the User announced to the Service Provider – unless shorter limitation period or limitation for submission of claims specified in the law – in writing within 6 (six) months calculated from the date on which the damages occur or from the date on which the User become aware thereof. The provision according to the present clause shall not be applied for damages caused intentionally.

130. The Service Provider is not liable for the quality of or in other way for the manufactured goods and provided services by the Counterparty in quality or legal respect thereof. The address of such problems shall be carried out between the Counterparty and the User.

131. Furthermore, the Service Provider is not liable for any damages or consequences which are arisen from that the User's user name or password necessary for the access to the Simple System are stolen, abstracted, unlawfully obtained in other way or lost by the User.

The User expressly waives – in the circle the law allows – to enforce any damage or other claim against the managing director of the Service Provider in connection with the present agreement. The Service Provider's managing director is entitled to refer to this limitation of liability directly.

License control

132. The User acknowledges that the Service Provider is entitled to check on the use of the Simple System and that it should be possible and that he is required to present information at the request of the Service Provider about the samples of the Simple System subject to the present contract.

133. If the User fails his obligation arisen from the previous point then the Service Provider is becoming entitled to terminate the agreement with immediate effect and/or to suspend the exploitation rights according to the contract and/or to enforce the payment of the damages caused.

Maintenance of the Simple System

134. The Service Provider maintains and updates the Simple System at the distance of time, in the way, with the content, with the frequency determined by him in his sole discretion. The Service Provider informs the User about the publication of the updated, new version of the Simple System on the User's registered e-mail address.

135. The User acknowledges and expressly accepts that during the maintenance and the update determined herein the Service Provider may access the User's mobile devices and network using and running the Simple System in on-line way and may communicate with these devices and networks during which data - except personal and business data - may be transmitted from the User's devices and networks for the purpose of the identification of the User's devices. The User expressly accepts this data communication and data transmission and undertakes to make it continuously possible.

The Service Provider undertakes that he uses the data gained in the aforementioned way only for his maintenance activity, he does not disclose them to incompetent third persons and he does not allow any access to those third persons, he keeps them strictly confidential and he undertakes to delete those data immediately if the purpose of the data management is occurred.

136. In applying the present GTC update is every modification affecting any part or element of the Simple System the purpose of which is to keep the Simple System up to date, to maintain the Simple System, to ensure that one of the existing functions of the Simple System operates more advantageously, to update the Simple System in the way of the modification, correction of the given system part or system element, including particularly the modifications necessary because of the modifications of other software constituting the environment of the Simple System (e.g. operation system).

137. The maintenance activity of the Service Provider does not cover the failure if it occurred as a consequence of the following events or behaviour in the Simple System:

a) direct damages caused by elemental powers;
b) breakage occurred during usage
c) inappropriate use, negligence, damages caused intentionally;
d) running program installed without the professional counselling of the Service Provider or against it;
e) work managed by third party;

f)   inappropriate, negligence use of the hardware infrastructure running the Simple System or any failure thereof.

138. The Service Proivder may upgrade the Simple System with frequency, in the way, in the date, with the content determined in his sole discretion. By applying the present GTC upgrade is the modification of the Simple System or any part or element of it the purpose of which is to ensure non-existing functions.

Modification of the GTC

139. The Service Provider is entitled to modify the present GTC in his sole discretion unilaterally. The reason of the modification can be in particular but not limited to:

a)   fundamental change in the circumstances of the Service Provider;
b)   essential change of technology;
c)   change of law;
d)   reason in connection with the Service Provider's operation, business interests, technological or technical possibilities, economy or circumstances influencing the services.

140. The Service Provider is obliged to freely publish the GTC, the modification of the GTC and the consolidated text of the GTC on the Website in a well seeable place, on the first page of the Website or in a directly accessible way from the Website, in a storable, displayable, printable form. The modification of the GTC takes effect on the 8th day after the publication and the modification of the GTC shall apply for every agreement concluded after or before the effective date of the modification of the GTC.

141. The Service Provider shall inform the Users about the modification of the GTC electronically in a way that the Service Provider informs the User about the modification of the GTC and the content of the modified GTC when the User firstly enters the Simple System after the modification in a pop-up window. The User accepts the modification of the GTC by clicking before entering.

142. If the User does not protests against the modification of the GTC in writing within 8 days from the publication or from the notice by the Service Provider (which occurs later), it shall be deemed as accepting action with which the User expressly accepts the modification of the GTC.

If the User expressly protests against the modification of the GTC, and he expressly does not accept it, the User is entitled to terminate his agreement with the Service Provider in writing within 15 days.

Expiration and termination of the agreement

143. The Service Provider is entitled to terminate his agreement concluded with the User under the present GTC in writing without any justification within 15 days by sending termination notice.

144. The User is entitled to terminate his agreement concluded with the Service Provider under the present GTC in writing without any justification within 15 days by sending termination notice.

145. The Service Provider is entitled to terminate his agreement concluded with the User in writing with immediate effect:

a)   if the User exceeds the license granted under the present GTC;
b)   if the User seriously breaches the provisions of the present GTC.

146. The Parties are entitled to terminate the agreement under the present GTC by mutual consent in writing at any time.

147. The Parties concluded the agreement under the present GTC for an indefinite period.

148. The User shall compensate the damages the Service Provider suffers because of the User's breach of the agreement under the present GTC. The obligation for damage compensation covers the direct, indirect, consequential, responsibility damages caused to the Service Provider as a consequence of the User's breach of contract, the loss of profits of the Service Provider and the costs necessary for the elimination of the damages on the side of the Service Provider.

Miscellaneous provisions

149. If any provision of the present agreement is void or became void, this void provision does not affect the other provisions of the agreement.

150. The present GTC is governed by the law of Hungary, the Hungarian authorities and courts have exclusive jurisdiction to judge any legal dispute arising from the present agreement.

151. The Parties shall disclose its notices to each other in writing. The notice shall be deemed as written notice if it is delivered by personally, by courier service, by post as well as electronically if the electronic letter is sent from the electronic address of the Parties determined in the agreement and the addressee confirmed the receipt thereof.

152. Unless the contrary is proven the notice shall be deemed as delivered to the other Party and as read by the other Party in the following dates:

a)   in case of delivery by courier on the 5th day from the posting date;
b)   in case of air post on the 7th day from the posting date;
c)   in case of electronic letter until 24:00 o'clock of the 2nd working day after the date of sending the notice.

153. The present GTC has two language versions: Hungarian and English, in case of its interpretation, the Hungarian version shall prevail.

154. To issues not governed under the present GTC, the provisions of the Hungarian Civil Code shall apply.

155. The present GTC is concluded for an indefinite period of time.

Annex:
Annex 1: Service charges announcement

Annex 1

ANNOUNCEMENT – SERVICE CHARGES

PARKING SERVICES

Type of the fee	Rate of the fee(gross amount including VAT)
Parking comfort fee	70,- Ft

E-VIGNETTE SERVICE FROM 1th January 2019

Rate of the fee (gross amount including VAT)

	Category				
	D1	D2	B2	U	D1M
Weekly	210,- Ft	250,- Ft	400,- Ft	190,- Ft	150,- Ft
Monthly	250,- Ft	300,- Ft	600,- Ft	210,- Ft	190,- Ft
Yearly	950,- Ft	950,- Ft	4950,- Ft	950,- Ft	-
Country	250,- Ft	300,- Ft	600,- Ft	210,- Ft	-

Annex 2

Declaration of Cancellation/Termination (sample)

(We request to fill it out and send back to us only in case of the intention of cancellation/termination of the contract, if you purchased a ticket which is not only valid for a fix date or if you did not purchase a ticket but any other services.)

"Addressee: OTP Mobile Ltd.
1093 Budapest, Közraktár u. 30-32.
e-mail: ugyfelszolgalat@simple.hu

Undersigned hereby declare that I/we exercise my/our right of cancellation/termination in respect of the contract relating to the purchase of the following product(s) or the provision of the following service:

Date of the conclusion of the contract/ date of the receipt:

Code number of the electronic ticket (only in case of ticket purchase):

I being fully aware of my criminal law liability hereby declare that I have not used the ticket. (only in case of ticket purchase)

Consumer's name:
Consumer's address:

Consumer's signature: (only in case of paper based declaration)

Done at…

Annex 3

Information on Cancellation/Termination

Right of Cancellation/Termination

Provided that you have purchased a ticket which is not only valid for a fix date (e.g.: museum entry tickets which can be used at any time) or above the tickets, if you have purchased other service, then you are entitled to cancel the contract within 14 days without any justification. In case of ticket purchase, the cancellation/termination deadline expires on the 14th day counting from the conclusion of the contract, if you have purchased a product different from the ticket then the deadline expires on the 14th day counting from the day on which you or a third person other than the carrier receive the product.

If you are willing to exercise your right of cancellation/termination, send us your unambiguous declaration containing your intention of cancellation/termination (e.g.: by post, by fax, or in a letter sent electronically) to the following address: OTP Mobile Ltd., seat: 1093 Budapest, Közraktár u. 30-32.; telephone: +36-1-776-6901; email: ugyfelszolgalat@simple.hu. For this purpose you may use the declaration of cancellation/termination sample forming Annex 2. You exercise your right of cancellation/termination within the time limit if you send your declaration of cancellation/termination before the expiry of the time limit.