

## GENERAL TERMS AND CONDITIONS

### Regarding the use of services sold by Nemzeti Mobilfizetési Zrt. through unified electronic sales in the OTP Digital Service

EFFECTIVE FROM: 3 July 2025

#### DEFINITIONS

1. Within these GTC, the following definitions shall apply as having the meaning described hereunder:

a)	<b>Reseller:</b>	The SimplePay Private Company Limited by Shares (registered seat: 1138 Budapest, Váci út 135-139. B. ép. 5. em.; company reg. no.: 01-10-143303; tax number: 32835155-2-44; bank account number: OTP Bank Nyrt. 11794008-20543226-00000000) as the reseller defined in Section 1(b) of Act CXLV of 2020 on the Unified Electronic Sales of Certain Public Services (hereinafter: the KEEÉ Act) and in Government Decree 667/2020 (XII. 28.) on the implementation of the Act on Unified Electronic Sales of Certain Public Services (hereinafter: the KEEÉ Government Decree), which has entered into contract with NMF Zrt. for the mediation of services to the Service Users.
b)	<b>Service User:</b>	A natural person, legal entity, or organization without legal personality that is in a contractual relationship with NMF Zrt. for the purchase of services available through the unified electronic sales system and establishes a contractual relationship with the Reseller for the use of the Services.
c)	<b>Service:</b>	<p>The subject of the contract between the Reseller and the Service User, which refers to the unified electronic sales service provided by the Reseller under the OTP Digital Service framework, sold by NMF Zrt., and aimed at making the road available for traffic purposes for a toll fee. Within this framework, the Reseller sells the types of E-vignettes specified in the separate Notice published on its website, <a href="https://simple.hu/hirdetmenyek/">https://simple.hu/hirdetmenyek/</a>, which are listed and available for sale under the OTP Digital Service.</p> <p>The Reseller reserves the right to make only certain types of the listed E-vignettes available and purchasable, based on its own discretion. The Reseller does not guarantee that all types of E-vignettes will be continuously available and purchasable.</p>
d)	<b>OTP Digital Service:</b>	The digital banking services (OTP InternetBank, OTP MobilBank) provided by OTP Bank Nyrt. under the OTP Digital Service Agreement Business Regulations and made available with the functionality published in the Notice on OTP Digital Services and upon the fulfillment of the technical conditions posted on the OTP Bank Nyrt. website, in which the E-vignette as per this GTC is available for purchase 24 hours a day, seven days a week.
e)	<b>Unified electronic sales service:</b>	The services specified in Section 2, points a)-d) of the KEEÉ Act, of which the scope of this GTC applies to the provision of road infrastructure for traffic purposes against toll as specified in Section 2, subsection b) of the Act (hereinafter: Motorway toll, E-vignette).

g)	<b>GTC:</b>	These General Terms and Conditions, together with its annexes, including any amendments to these GTC.
h)	<b>Fee Table:</b>	Annex 1 of these GTC, which contains the fees and costs that may be charged by the Reseller.
j)	<b>Application:</b>	The online platforms of OTP Digital Service (OTP InternetBank, OTP MobilBank).
k)	<b>NMF Zrt.:</b>	According to Section 2, subsection (1) of the KEEÉ Government Decree, the company designated as the national mobile payment organization: Nemzeti Mobilfizetési Zrt.
l)	<b>EEÉR:</b>	The national mobile payment system as defined in Section 1, subsection d) of the KEEÉ Act.
m)	<b>KEEÉ Act:</b>	Act CXLV of 2020 on the Unified Electronic Sales of Certain Public Services.
n)	<b>KEEÉ Government Decree:</b>	Government Decree 667/2020 (XII. 28.) on the implementation of the Act on Unified Electronic Sales of Certain Public Services.

## CONTRACTING PARTIES, THE SUBJECT AND SCOPE OF THE GTC

- The contract under these GTC is established between the Reseller and the Service User for the use of the Service in exchange for the payment of the fee specified in the Fee Table.

The compensation for the Service is paid by the Service User through the OTP Digital Service. The detailed general terms and conditions for the use of the OTP Digital Service are contained in the OTP Digital Service Agreement Business Regulations and the in Notice on OTP Bank Digital Services in force, issued by OTP Bank Nyrt., which provides the OTP Digital Service (collectively hereinafter referred to as: **OTP Digital Agreement BR**). Acceptance of these terms is required simultaneously with the acceptance of this GTC for the Service User to access the Service under this GTC. By accepting this GTC, the Service User expressly consents to receive an invoice or receipt issued electronically and sent electronically by the Reseller for the compensation of the Service provided.

## TECHNICAL CONDITIONS

- The use of the Service requires the equipment and technical conditions specified in the OTP Digital Agreement BR related to the OTP Digital Service.
- The Service User is required to ensure, at their own expense, the existence of the above conditions and their proper configuration — including hardware maintenance — for the use and operation of the Service. The cost of the internet connection is borne by the Service User. The Service User is also responsible for the full cost of establishing the electronic connection necessary for the use of the Service. The Reseller does not verify whether the Service User meets the above minimum technical requirements.
- The Reseller is entitled to unilaterally modify the minimum technical requirements at any time, particularly, but not exclusively, when such changes are deemed necessary by the Reseller, in its sole discretion, due to ongoing technological advancements or for the security of the Service. The Service User is required to ensure, at their own expense, the modified technical requirements. If the Service User fails to meet this obligation, the Reseller shall not be liable for any damage incurred by the Service User or any third party as a result.
- The Reseller shall not be liable for damages arising from the Service User's improper use of the equipment required for accessing the Service (e.g., the disconnection of the mobile phone or tablet due to lack of charge, or malfunction due to improper use), or if the Service User fails to exercise due care in selecting a suitable and secure environment in which to use the Service.

The Reseller shall not be liable for damages resulting from virus infections in the Service User's computer system.

## USE OF SERVICE

7. In order to purchase the E-vignette, the Service User must provide at least the following information in the OTP Digital Service:

- a) The license plate number of the vehicle affected by the E-Vignette
- b) The issuing country of the license plate number of the vehicle affected by the E-Vignette
- c) The type of vehicle affected by the E-Vignette (car, motorcycle, bus)
- d) The start date of the validity period applicable to the given vehicle type for the E-Vignette (for example: 2024. 03. 01.), the duration of the E-Vignette's validity, and its territorial validity (for example: weekly (10-day), monthly, annual county-specific), and for an annual county-specific vignette, the designation of the desired county.

If any of the above details are missing, the E-Vignette cannot be purchased.

The Service User is required to purchase the E-Vignette before entering the toll section of the road. The retroactive purchase of the E-Vignette, except for the one purchased within 60 minutes after the first entry onto the toll section, does not grant retroactive road usage rights. Therefore, a retroactively purchased E-Vignette will be considered unauthorized road usage and may result in a penalty fee, for which the Reseller is not liable. The Service User may only enter the motorway upon receipt of the notification confirming the successful purchase of the E-Vignette sent by OTP Digital Services. The Reseller is not liable for any legal consequences of motorway usage without the confirmation of a successful purchase.

A Service User may purchase multiple county-specific E-Vignettes in a single transaction.

The Reseller does not verify whether the vehicle already has a previously purchased and still valid E-Vignette.

After selecting the type of E-Vignette, the Service User selects the desired payment method and completes the payment according to the chosen method.

The Service User is obliged to pay the following fees for motorway usage through the Service:

- a) The motorway usage fee defined by law;
- b) The convenience fee payable once per E-Vignette, as specified in the Reseller's Fee Table.

The Service User pays the fee through the OTP Digital Service using the payment methods made available there.

Upon successful purchase of the E-Vignette, the Service User will receive the purchase confirmation receipt in electronic form to the email address provided during the purchase.

The Service User can request an electronic invoice for the motorway usage fee and the convenience fee by selecting the corresponding option within the OTP Digital Service and will receive it to the email address provided during the purchase. The Service User expressly accepts and acknowledges that the Reseller will issue a receipt for the motorway usage fee and the convenience fee, and will send an electronic invoice upon separate request, which will be delivered electronically to the Service User.

## **DATA PROTECTION PROVISIONS**

8. Detailed information regarding data processing during the provision of the Service are included in the Reseller's privacy notice, which forms an appendix to these GTC.

## **CONCLUSION, AMENDMENT, AND TERMINATION OF THE CONTRACT**

### **Conclusion of the contract**

9. The contract between the Reseller and the Service User under this GTC is concluded when the Service User purchases the E-Vignette through the OTP Digital Service. The date of conclusion of the contract is the date of the E-Vignette purchase through the OTP Digital Service.
10. The Service User acknowledges that they are only entitled to use the Service if they have accepted the GTC, including the provisions regarding data protection, as binding upon themselves.
11. The contract is concluded for an indefinite period.
12. The Service User acknowledges that the Reseller is entitled, in its sole discretion, to unilaterally determine which services and processes are available and operational within the Service.
13. The Reseller is entitled to engage a third party to assist in the provision of the Service.

### **Amendment of the GTC**

14. The Reseller is entitled to unilaterally amend this GTC, including the Notice, at its own discretion and judgment. The reasons for the amendment may include, but are not limited to:
  - a) A significant change in the Reseller's circumstances;
  - b) A significant change in technology;
  - c) A change in legislation;
  - d) Regulatory decision;
  - e) Reasons related to the Reseller's operations, economic interests, technical or technological capabilities, management or circumstances affecting the service.
15. The Reseller is required to make the GTC, as well as any amendments to the GTC and the updated version of the GTC available in a manner that can be accessed directly from the E-Vignette purchase function page of the Application. The GTC must be published in a form that is downloadable, viewable, and printable free of charge. Any amendment to the GTC shall come into effect on the 8th day after publication and shall apply to all contracts concluded both before and after the amendment to the GTC comes into effect.
16. The Reseller shall prepare a summary of the essential changes to the GTC, which will be available on its website.
17. If the Service User does not object in writing to the Reseller within 8 days from the publication of the amendment to the GTC, it shall be considered as tacit acceptance, thereby accepting the amendment to the GTC.

### **Termination of the contract**

18. The Reseller is entitled to terminate the contract with the Service User, based on this GTC, with a 15-day notice period, without providing any justification, by giving written notice.

19. The Service User is entitled to terminate the contract with the Reseller, based on this GTC, with a 15-day notice period, without providing any justification, by giving written notice.
20. Termination of the contract does not relieve the Service User from the obligation to settle any unpaid debts arising from the contractual relationship.
21. The Reseller is entitled to terminate the contract with the Service User immediately, by giving written notice:
  - a) if the Service User exceeds the usage license specified in this GTC;
  - b) if the Service User substantially breaches the provisions of these GTC.
22. The Parties are entitled to terminate the contract under this GTC at any time by mutual agreement in writing.
23. This contract will automatically terminate if the Reseller's agreement with NMF Zrt. is terminated for any reason.
24. If the Service User causes damage to the Reseller by breaching the contract under this GTC, they are obligated to fully compensate for the damage. The obligation to compensate extends to any consequential damages, incidental damages, liability damages, lost profits suffered by the Reseller, and costs incurred by the Reseller in mitigating the damage.

## **CUSTOMER SERVICE, COMPLAINT HANDLING**

### **Complaint handling, dispute resolution**

25. NMF Zrt. operates customer service available to the Service User through the contact details listed on the website <https://nmzrt.hu/elerhetoseg/ugyfelszolgalat>, where the Service User can track the unified electronic sales services they have used and can also access direct complaint handling services.
26. The Service User should primarily address their complaint directly to the Reseller's customer service.
27. Complaints can be submitted to the Reseller in the following ways:
  - a) In writing, by mail addressed to the Reseller at the following address: 1138 Budapest, Váci út 135-139. B. ép. 5. em.;
  - b) Verbally, in person at the Reseller's customer service at the following location: 1138 Budapest, Váci út 135-139. B. ép. 5. em., between 13.00 and 15:00 on Tuesdays and Thursdays on working days;
  - c) By email, sent to the following email address: [ugyfelszolgalat@simple.hu](mailto:ugyfelszolgalat@simple.hu);
  - d) By phone, available every day, 24 hours a day, at any of the following phone numbers:  
06 1 3666 611  
06 70 3666 611  
06 30 3666 611  
06 20 3666 611
28. In the case of a verbal complaint, including complaints submitted in person or by phone, a record must be made of the complaint, it must be investigated immediately, and if possible, it should be resolved immediately. Otherwise, it must be investigated within 30 days, and the Service User filing the complaint must be informed in writing about the outcome of the investigation.

29. In the case of a written complaint, including those submitted by mail, email, or online via the website, the Reseller shall investigate the complaint within 30 days and provide a substantive written response to the Service User within this deadline. If the Reseller rejects the complaint, they are obligated to provide a justification for the rejection.
30. In the case of a complaint made by phone, the conversation with the customer service representative will be recorded, and the Service User will be notified of this at the beginning of the call. If the Service User does not terminate the call after receiving the notification and proceeds to present their complaint, it will be considered that they have consented to the recording of their voice.
31. If the Service User submits the complaint to the Reseller, and the Reseller determines that the matter is outside of its competence, the Reseller is obligated to forward the complaint to NMF Zrt. within 72 hours. The Reseller must notify the Service User of the forwarding of the complaint within 5 days.
32. In the case of a complaint rejection, the Service User may turn to the conciliation board operating at the county chamber of commerce and industry competent for their place of residence, or, if there is no such board, to the Budapest Conciliation Board operating at the Budapest Chamber of Commerce and Industry (1016 Budapest, Krisztina krt. 99, III. floor, 310; Mailing address: 1253 Budapest, P.O. Box 10). Furthermore, the Service User may contact the consumer protection authority competent for their place of residence or the Reseller's registered office. The mailing address of the consumer protection authority competent for the Reseller's registered office is: Budapest Metropolitan Government Office, Consumer Protection Department, 1364 Budapest, P.O. Box 144.

## **LIABILITY**

### **Liability for the accuracy of provided data**

33. The Reseller excludes liability for any damages arising from the provision of incorrect, faulty, or false information by the Service User during the use of the Service. The Reseller does not verify the authenticity of the data provided by the Service User.
34. If the Reseller becomes aware that the Service User, during the use of the Service, provides the personal data of another person or a non-existent person, or provides false or inaccurate information in violation of this GTC, the rights of a third party or applicable laws, the Reseller is entitled to terminate the contract with the Service User with immediate effect.

### **Limitation of liability**

35. The Reseller shall not be liable in any way for any increase in motorway fees resulting from changes in legislation. Furthermore, the Reseller is entitled to freely modify the convenience fee as per the Fee Table, subject to compliance with the rules for unilateral contract modification.
36. The Reseller shall not be liable for any damages incurred by the Service User as a result of the Reseller's service entitlement being revoked, or due to modifications that prevent the Reseller from fulfilling its obligations under this GTC starting from the date of the modification. In such cases, the provision of the Service shall cease on the date specified in the notification regarding this matter.
37. The Reseller shall not be liable for the quality of the Service if the Service User does not use the Service for its intended purpose, nor for any damages arising from the Service User's failure to comply with the conditions set out in this GTC, or from the Service User's delayed performance of obligations.

38. The Reseller shall not be liable for damages incurred by the Service User during the use of the Service, caused by mobile service providers, financial institutions, partners, or other individuals involved in the provision of the Service, in their interest – due to regular operations or any omissions occurring during those operations. The Service User is entitled to assert their compensation claim directly against the third party responsible for the damage.
39. The Reseller shall not be liable for damages incurred by the Service User due to the following reasons:
  - a) the Service User uses the Service for purposes other than its intended use;
  - b) the Service User fails to comply, either partially or entirely, with the provisions of the GTC;
  - c) the use of the Service fails or is carried out inadequately due to reasons not attributable to the Reseller.
40. The Reseller excludes its liability for any consequences arising from reasons that are not related to the Reseller's activities under this contract. The Reseller is not liable for how the Service User or a third party uses the Service, or for what purpose – specifically, the Reseller is not liable for whether the Service User or a third party exercises their activity in accordance with the applicable laws and other contracts during the use of the Service.
41. In the case of defective performance of the Service, the Service User may assert a warranty claim in accordance with the provisions on defective performance under the Act V of 2013 on the Civil Code.
42. The Service User is obligated to immediately notify the Reseller if any defect is detected, along with all related circumstances. The Service User agrees to closely cooperate with the Reseller, following the Reseller's instructions, in determining and rectifying the defect. The Service User is required to provide all the information requested by the Reseller during the defect notification process.
43. The Service User is obliged to regularly back up the programs and data files on the mobile device used to access the Service and ensure their preservation. The Reseller is not liable for any malfunction, data loss, or resulting consequences of other software products or data files stored on the mobile device used by the Service User to access the Service. Therefore, the Service User must exercise particular care when performing activities related to data storage.
44. The Service operates only in a legally compliant and virus-free environment. The Reseller excludes its liability for any consequences or malfunctions arising from unauthorized access, improper use, hardware failures, or an inadequate operational environment (including power outages).
45. The Reseller is not liable for the accuracy of the data and information contained in the Service, nor for any damages that may arise to the Service User or any third party from the use of such data and information.
46. The Reseller is not liable for any content related to the Service, including but not limited to illegal, inaccurate, obscene, inappropriate, threatening, abusive, defamatory, offensive, or unlawful content. Furthermore, the Reseller is not liable for the behavior, data transmission, or data of any third party.
47. The Reseller is not liable for any viruses or other limiting functions that affect access to and use of the Service, the Service's incompatibility with other websites, services, software, or hardware, nor for any delays or errors that the Service User may notice during data transmission or the initiation, execution, or completion of transactions in a proper and timely manner while using the

Service. The Reseller is also not liable for any damages or costs arising from the use of services provided by third parties through links, or any services connected in any way to such links.

48. The Reseller is not liable if any deadline or obligation under this GTC is missed due to force majeure, or if performance becomes impossible due to force majeure. The same provision applies if the force majeure events are related to the performance of the Reseller or its subcontractors, collaborators, or performance aids.
49. If the Service User suffers any damage for which the Reseller is responsible under this GTC, the Service User is entitled to claim a maximum of HUF 50,000 (Fifty Thousand Forints) as compensation from the Reseller. The Reseller is only liable for those damages that the Service User has reported in writing to the Reseller within 6 (six) months from the occurrence of the damage or from the moment the Service User became aware of it, provided that no shorter limitation period for claiming damages is established by law. The provision in this clause does not apply to damages caused intentionally.
50. The Reseller assumes no quality or other liability for the motorway and other electronic services provided by NMF Zrt. to the Service User, neither in terms of quantity, quality, nor legality. Any issues of this nature and the enforcement of compensation claims are solely handled between NMF Zrt. and the Service User.
51. The Reseller further assumes no liability for any damage or consequences arising from the theft, misappropriation, or other unlawful acquisition of the Service User's username or password required to access the Service, or if the Service User loses them.
52. The Reseller shall not be liable, regardless of time constraints, if the Service cannot be accessed due to an error, maintenance, or development of the EEÉR, or if it becomes unavailable due to reasons within the scope of NMF Zrt. or another third party's control, nor if the issue arises within the scope of the motorway operator's control.

The Service User expressly waives – to the extent permitted by law – any right to assert any claims for damages or other claims against the Reseller's executive officer in connection with this contract. The Reseller's executive officer may directly refer to this limitation of liability.

## **MISCELLANEOUS**

53. If any provision of this contract is invalid or becomes invalid, such provision shall not affect the validity of the other provisions of the contract.
54. The laws of Hungary and Hungarian law shall apply to this GTC, and any legal disputes arising therefrom shall be adjudicated by Hungarian authorities and courts.
55. The Parties shall communicate their notifications related to this GTC in writing. Written communication includes personal delivery, delivery by courier, delivery by postal mail, as well as delivery by electronic mail, provided that the email is sent from the electronic address designated by the Parties and its receipt has been acknowledged by the recipient.
56. Unless proven otherwise, the notification shall be deemed delivered to the other Party and read by the other Party on the following dates:
  - a) In the case of delivery by courier, on the 5th day from the dispatch of the shipment;
  - b) In the case of delivery abroad by airmail, on the 7th day from the dispatch;
  - c) In the case of delivery by electronic mail, by 24:00 on the 2nd business day following the sending of the message.



57. The present GTC was drafted in Hungarian, and the laws of Hungary shall apply to it.

Budapest, 17 March 2025.

**ANNEXES:**

**Annex no. 1: Notice – Service fees (E-vignette)**

**Annex no. 2: Privacy Notices**

**Annex no. 1****NOTICE – SERVICE FEES****E-VIGNETTE SERVICE**

The current amount of the Customer Convenience Fee is determined according to the notice regarding the convenience fees for the purchase of the SimplePay parking ticket and e-vignette, which can be accessed at the following link: <https://simple.hu/hirdetmenyek/>.

**Annex no. 2****Privacy Notice**

The Privacy Notice related to the Services specified in point 1 of the GTC by the Reseller, as defined in the GTC, is available at the following link:

<https://simple.hu/e-matrica-egyuttmukodes/>