

## GENERAL TERMS AND CONDITIONS

### on the use of the Simple System

30 July 2025

#### 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 SimplePay Private Company Limited by Shares (SimplePay Plc.).
4. Public company data of the SimplePay Plc.:

Seat:	1138 Budapest, Váci út 135- 139-building B floor 5.
Place of business:	1138 Budapest, Váci út 135-139- building B floor 5.
Postal address:	1138 Budapest, Váci út 135-139- building B floor 5.
Reg. No.:	01-10-143303
Registered by:	Metropolitan Company Court
Tax No.:	32835155-2-44
Repr. by:	Péter Bese CEO, individually, his contact details are the same as the Service Provider's
Bank account:	11794008-20543226-00000000) OTP Bank Nyrt.
Telephone:	+36 1 776-6901
Fax:	+36 1 776 6902
E-mail:	<a href="mailto:ugyfelszolgalat@simple.hu">ugyfelszolgalat@simple.hu</a>
Principal activity:	Other information technology services

#### 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](http://www.simple.hu)), and the comfort functions and services related thereto, such as the Simple Account Service and the SimplePay payment interface. The Simple System includes the Simple by OTP Group Application, which is the next generation mobile application of the Simple System. The Simple System includes the Simple Classic Application, which is the first legacy mobile application of the Simple System, which will be replaced by the Simple by OTP Group Application on the date specified by the Service Provider in the Announcement. Wherever this GTC refers to the Simple System or Simple Application, it shall be understood to include both the Simple Classic Application and the Simple by OTP Group Application.
6. **User:** Private person who registered to Simple System and has agreed to be bound by the present GTC.
7. **Service Provider:** SimplePay Private Company Limited by Shares, 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. This includes, for example payment from Simple Card Credit or through Virtual Point of Sale (VPOS, as well as qvik Service, a Payment (instant transfer) solution based on Uniform Data Entry Solutions, provided by Simple on the basis of the relevant provisions of MNB Regulation No. 35/2017 (XII. 14.) on the processing of payments, the business terms and standards of GIRO and the relevant provisions of the tripartite agreement between GIRO, Innopay and Simple as the subaggregator providing the Uniform Data Entry Solution and the proof of execution of the payment transaction to Merchants, the business terms forming an integral annex thereto, and aggregator agreement between Innopay and Simple.
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 of cellular data.
12. **Website:** Content available at (URL) [www.simple.hu](http://www.simple.hu), and [www.simplejatekok.hu](http://www.simplejatekok.hu).
13. **Event:** any 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. **KEEE Act:** The Act CXLV of 2020 on the unified electronic sale of public services.
17. **KEEE Government Decree:** Government Decree No667/2020 (XII. 28.) on the execution of the act on unified electronic sale of public services.
18. **Unified electronic sales services:** Services determined in the section of 1 a)-d) of the KEEÉ Act among which the effect of the present GTC covers public parking services based on the section 1 a) of the Act; providing public national roads for traffic purposes to be used in exchange for toll based on the section 1 b) of the Act (Motorway toll, E-Vignette) as well as passenger transport services under section 1 d) of KEEÉ Act: train, national and local train services, local, overland public road, water passenger transport services provided as public services by service providers standing under the majority influence of the state or local governments. In the framework of sale of E-Vignettes the Service Provider sells the types of E-Vignettes listed in the separate Announcement.

In the framework of the passenger transport services the Service Provider sells the Transport mobile ticket determined in the Proclamation of the present GTC.

The Transport mobile ticket means electronic transport ticket necessary for using the passenger transport services under the section 2 c) of the NMPS Act; the Proclamation contains the list of Transport mobile tickets sold by the Service Provider.

19. **NMP:** The National Mobile Payment Plc. indicated as national mobile payment organization by the section 9 (2) of the KEEÉ Act.
20. **EEÉS:** unified electronic sale system defined in section 2 (1) of the KEEÉ 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. **Simple Account Service:** the entirety of the payment and related services provided by the Service Provider within the Simple System, including the Simple Wallet.

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 and Visa issued by OTP Bank Nyrt. and in possession of the User to facilitate touch-free payment procedures within Simple Account Service.
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 Service Provider to merchants selling online.
32. **SimpleBusiness services:** services provided by the Service Provider to merchants who sell in physical stores, enabling electronic payments.
33. **Announcement:** Information and notifications published by the Service Provider on the [www.simple.hu](http://www.simple.hu) Website under the menu Announcements (<https://simple.hu/hirdetmenyek/>) the current, effective version and previous versions of which are available in Hungarian and English language here.
34. **Payment request:** on the basis of the Hungarian National Bank's Decree 35/2017 (XII. 14) on the handling of money transactions, the instant transfer related to the initiation of a payment addressed to the paying party (User) by the merchant as beneficiary, pursuant to Section 2 (1), Point 5 a standardised message in a processing payment system, which contains at least all the data required to enter an immediate transfer order.
35. **Simple Application Android Auto:** a version of the Simple Application developed and made available for Android Auto, in which the Simple Application features are available only in a limited scope and with limited functionality. Some of the functionality of the Simple Application can be displayed on the vehicle's display using Android Auto, while some of the functionality is only available in the Simple Application on the Mobile device, such as payment. This GTC also applies to the Simple Application Android Auto version.
36. **Simple Bit Program:** A system operated by the Service Provider within the Simple System that provides access to a point collection, promotional sweepstakes program, and other discounts and offers.

#### **SCOPE OF SERVICES AVAILABLE THROUGH THE SIMPLE SYSTEM**

37. 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. SimplePay Plc. is solely responsible for the conduct of the draws, sweepstakes and prizes (collectively, the Promotion) organised and available in the Simple System and Application. Apple is not a sponsor of the Promotions and is not responsible in any way for the conduct of the Promotions.

38. 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.
39. The following services are available in the iOS and Android operating system version of the Simple System at the present time:
- a) QR quick payment (tools of the quick payment methods of the SimplePay online payment platform integrated in the Simple Application)
  - b) Falatozz.hu: food ordering
  - c) Party
  - d) Parking and E-Vignette: purchase of parking ticket and E-Vignette.
  - e) Loyalty-Cards service
  - f) Coupon
  - g) Explorer
  - h) Simple Bit
  - i) Cheque payment
  - j) Purchase of Transport mobile ticket
  - k) Insurance: Device insurance and Car Towing Insurance, Bicycle Insurance
  - l) Supporting money transfer
  - m) OTP Healthcare card balance enquiry and top-up
  - n) OTP SZÉP card balance enquiry
  - o) NFC payment on Android device
  - p) Partner finder

#### Phase-out

- The "Ticket" card and associated ticket purchasing service among the Simple Services will be phased out with effect from 26 February 2025. Entry tickets purchased before the "Ticket" card is phased out, for events scheduled after this date, will still be available under the "My Wallet/My Tickets" tab in the Simple app.
- The "Movie ticket purchase" card and associated ticket purchasing service among the Simple Services will be phased out with effect from 1 July 2025. Entry tickets purchased before the "Ticket" card is phased out, for events scheduled after this date, will still be available under the "My Wallet/My Tickets" tab in the Simple app.

#### Provisions on the Simple by OTP Group Application

40. The Service Provider makes the new mobile application of the version of Simple System running on the Android and iOS operation systems (hereinafter referred to as: "Simple by OTP Group Application") available in application stores. The Service Provider makes the Simple by OTP Group Application running on both operation systems available for the Google Play and App Store application stores available on different dates.
41. The same services shall be available for the Android and iOS version of the Simple by OTP Group Application. The Simple by OTP Group Application shall operate and shall be available parallel with the current Simple Application until the Service Provider decides on the termination of the former Simple Application and the availability thereof. The Simple by OTP Group Application may be used parallel with the current Simple Application and both the current application and the Simple by OTP Group Application may be installed and used on the same device at the same time. The Service Provider terminates the Simple Classic Application on mobile devices with iOS operation system on 29 March 2024; Users cannot access or download it from this date. The Simple Classic Application will remain usable and available on Android mobile devices until the date indicated in a separate Announcement by the Service Provider.
42. The User can log in to the Simple by OTP Group Application with his/her existing account and log-in data for the current Simple Application. A new User can use and log in to the Simple by OTP Group Application if he/she registers in the Simple by OTP Group Application.
43. By the launch of the Simple by OTP Group Application, it shall be available in Hungarian language only.

44. The Service Provider is entitled to turn on functions and services currently available in the existing Simple by OTP Group Mobile Application for the Simple by OTP Group Application gradually, in different steps within its sole discretion, whilst continuously extending the scope of functions and services available in the Simple by OTP Group Application. The Service Provider shall state which of the Services and functions are available in the Simple by OTP Group Application at the time in the notice published on the Website. The Service Provider shall update this notice upon turning on new Services and functions.

#### **Provisions applicable to the Simple Classic Application**

45. The Service Provider shall gradually phase out the Simple Classic Application of the Simple System, and shall gradually, in a scheduled manner, switch off certain services and functions of the Simple Classic Application. The Service Provider shall inform the Users in an Announcement about which functions and services of the Simple Classic Application will be switched off and when. The Service Provider will keep the Users informed about these phasing-out steps by updating the Advertisements on its Website. The Simple by OTP Group Application will replace the Simple Classic Application in its entirety on the date specified in the Advertisement published by the Service Provider. The Service Provider will also inform the Users of the date of the complete termination of the Simple Classic Application in an Announcement.

#### **USER REGISTRATION**

46. 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](http://www.facebook.com))
  - c) with the Users’ Google + account (e-mail address and name)
  - d) with the ID of the User used in Apple services (Apple login, with e-mail address used in Apple) if the User uses mobile device at least with iOS 13.0 operation system.
  - e) When registering, users may optionally also provide their data as per the following:
    - Telephone number
    - Name
    - Maiden name
    - Time of birth
    - Gender
    - Primary city
    - Fields of interest
    - 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. The Service Provider may send notifications (including confirmations) related to the use of the Simple System to the email address provided by the User during registration, and the User bears sole responsibility for reviewing and taking notice of such communications.

47. 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.
48. 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.
49. 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.
50. 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.

51. 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.
52. 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.
53. 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.
54. 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.

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

#### **Deletion of User registration**

55. The User can initiate the deletion of his/her Simple registration (profile) directly from the Simple Application, in the My profile details menu, by selecting "Delete Simple account". By clicking on this button, the User will be informed in the Simple Application about the active products and services purchased by the User that are available to the User in connection with the Simple account and which products and services will be permanently lost if the User deletes the Simple account. Following this information, the Simple System will ask the User to confirm his intention to cancel.

In the case of a Simple Application installed on a mobile device with the Android operating system, Users can access the website below to delete their Simple registration (profile):

<https://simple.hu/simple-fiok-torlese/>

56. To confirm the deletion of the Simple account, the User will be required to provide his Simple password. In case of confirmation of deletion, the User's Simple account (profile) will be automatically suspended, then the Simple support service will permanently delete the Simple account, about which the User will be notified by e-mail. The deletion will be completed by the Service Provider within 5 working days. The deletion of the Simple registration (profile, account) will be carried out by anonymizing the User's data, except for the data that the Service Provider retains in accordance with the Privacy Notice despite the deletion of the Simple account.
57. Consequences of the deletion of the Simple account (registration, profile):
  - a) The User will no longer be able to access the Simple System with his username and password, including the simple.hu website, the SimplePay interface and the Simple Application.
  - b) The User's credit cards previously registered in the Simple System will be deleted.
  - c) The balance on the User's Simple Card at the time of cancellation cannot be replenished or recharged by the User. Users are requested to redeem their Simple Card balance before initiating the deletion of their Simple Account. If the User does not do so, Simple customer service will contact the User prior to the actual deletion of the Simple account.
  - d) The User's Cheques saved in the Simple Application will no longer be available.
  - e) The User's Loyalty Cards, SuperShop Cards saved in the Simple Application will no longer be available and will be deleted.
  - f) The User's Simple Bits saved in the Simple Application will be deleted.

- g) Tickets, E-Vignettes, insurance purchased by the User in the Simple Application or in the Simple System with the Simple Account will no longer be available in the Simple System and in the Simple Application, they cannot be restored by the User in the Simple Account even in case of a new Simple registration, but they will remain valid and usable outside the Simple Account:
  - E-Vignettes have been registered in the National Toll Payment System and sent out as an e-mail receipt at the time of purchase, so their validity can be verified;
  - The insurance policies concluded in the Simple Application remain valid and in force until the expiry of the insurance contract, which has been sent to the User by e-mail. In case of Device Insurance, if at the time of deletion of the Simple account by the Simple customer service, the Device Insurance is still in the 15-day assessment period and has not yet been assessed, the application for connection to the Device Insurance will be deleted at the time of deletion of the Simple account, and the contract for the Device Insurance will not be concluded.
- h) Coupons acquired by the User in the Simple Application will no longer be available and redeemable.
- i) The User's participation in the Explorer program shall automatically terminate, and the User shall forfeit all coupons, discounts, benefits and sweepstakes participation rights obtained in the Explorer program.
- j) The User will not be able to use the NFC payment service.
- k) The transport mobile tickets and passes purchased by the User in the Simple Application can no longer be validated by the User, but the User can refund the transport mobile tickets not yet validated after the deletion has been initiated. The already validated mobile transport ticket cannot be refunded in this case either. If the User does not refund the purchased but not yet validated transport mobile tickets, they will be lost at the time of the deletion of the Simple account by Simple's customer service, without any payment obligation on the part of Simple.
- l) The initiation of the deletion of the Simple profile in the Simple Application does not stop the running parkings, the User is obliged to stop them, failing which they will run until the closing time of the respective parking zone. The parking currently running at the time of the deletion of the Simple account by the customer service will be stopped at the time of the deletion of the Simple account by the customer service, the User will be obliged to pay the parking fee by other means from the moment of sending the e-mail to the User informing him of the deletion. Simple expressly disclaims any liability for parking fines and other damages incurred by the User as a result of the deletion of the Simple account. The above shall also apply to prepaid parking.

#### **Login notification, two-factor authentication**

58. If the User has given his/her prior consent, i.e. if he/she has requested and enabled this feature in the Simple Application and the Simple Application, for avoiding and reducing abuse of the Simple account and Simple registration of the Users and for data protection reasons the Service provider sends e-mail message to the e-mail address provided by the User during registration in case of login into the Simple System with the registered Simple account of the User from all and any new mobile devices or devices already has been used for this purpose. The notification contains the place of login (Simple website, Simple Application, etc.), time of login and e-mail address used for login. For ensuring the safety of the Users' Simple account, it is suggested requesting to turn on the notification.

Two-factor authentication is required for registration in the Simple Application as well as for the subsequent login of a registered User with an e-mail address from an unknown or a new device. In the course of this two-factor authentication, if the User logs into the Simple Application from an unknown device, or into the Simple Account during SimplePay payment, the Service Provider will send the User a code to the e-mail address registered in the Simple Application, and the User will have to enter this code into the dedicated interface of the Simple Application or SimplePay service. The access code is valid for 5 minutes, after which the User will be asked to enter the code again. Within this 5-minute validity period, the User may attempt to enter the code up to 3 times. If the User has already failed to enter the code three times within this 5-minute validity period and/or has already requested a new code three times, the User's account in the Simple Application will be suspended for 15 minutes, after which the User will be able to re-enter the account by requesting and entering a new access code. The User cannot deactivate the two-factor authentication enabled by him.

The Service Provider draws the attention of the Users to the fact that two-factor authentication enables them to effectively protect their Simple Account and the data stored therein against fraud, abuse and unauthorized access. The Service Provider also reminds the Users that the access data of their e-mail address registered in the Simple Application and the code received during the two-factor authentication should be treated confidentially and not disclosed to third parties.

Users are also required to use an e-mail address and password pair for accessing the Simple System that they do not use elsewhere. If the User fails to comply with this obligation, he/she shall be deemed not to have acted with due care and shall be solely liable for any consequences or damages that would not have occurred had he/she not complied with this obligation; the Service Provider shall therefore exclude its liability.

## **ACCEPTANCE OF THE GTC**

59. 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.
60. 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.
61. 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**

62. 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.
63. The Simple System is susceptible to provide the following services and to control the following processes:

### **General process of purchase**

64. 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.

## **SIMPLE ACCOUNT SERVICE**

65. The Simple Account Service is a set of different payment and related services, which includes the different payment services available in the Simple Application and through the Simple account on the SimplePay payment page. The Simple Account 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) Bank card registration: registration of OTP Bank Plc issued bank cards via OTP Direct service into the Simple System.
    - f) 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
      - a) with Simple wallet, i.e. his/her bankcard previously registered in Simple System (hereinafter: **“Simple Wallet”**) or
      - b) with a new, not yet saved bankcard, with Apple Pay, Google Pay, or qvik Service
- in case of online purchases at such online merchants, which uses SimplePay services of Simple.

The User can initiate the Simple account payment after logging into the Simple account. In the SimplePay payment page in the given merchant’s webstore the Simple System login interface will appear, where the User can log in into the Simple account by using Facebook account, Google account or e-mail address and password. After the log in the User and chooses the payment option to be used (Simple Wallet, qvik Service, Apple Pay, Google Pay, new bankcard) then he/she returns to the SimplePay payment page, where he/she manages the payment with the payment method chosen.



During the login process with two-factor authentication, the User can optionally remain logged in on the given device's browser for 90 days, with the option to not use this feature or log out at any time later.

If the User stays logged in, there is no need to log in again on the SimplePay payment page; the payment process can be initiated while already logged in. However, for completing a new transaction, depending on the payment method, the User must be identified by entering a password, using biometric authentication, or via mobile banking approval.

The 90-day session is restarted if the User re-authenticates themselves on the given device's browser by successfully completing a stored card payment with their Simple password.

- g) 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 Simple Wallet 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 Simple Wallet 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 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.

- h) Push notification 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 Account 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 Wallet which he/she wants to use for payment. After that the payment will be managed with the bankcard chosen.

If the User enabled on his/her mobile phone the automatic push notification function for 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 disabled on his/her mobile phone the automatic push notification function for the Simple Application, the User can request the sending of push notifications within the Simple Wallet Simple Application menu and then he/she receives the push notification.

## **BANKCARD REGISTRATION**

- 66. User is to register their debit cards within the Simple Wallet, with which they may pay for purchases made in the Simple System and the Application after registration.
- 67. 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.
- 68. User may register more than one cards in the Simple Wallet, and may select one of these upon payment, or may elect to provide new card data upon their preference.

69. After card registration, if the registered card and User's Mobile devices are both compatible with NFC payments, User may perform card digitisation. If the User's Card is unsuited to Card.
70. The Simple Wallet 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.

## **NFC PAYMENT FUNCTION**

71. 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 or Visa 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.
72. 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.

73. The digitisation of Visa bankcards issued by OTP Bank Nyrt. is only possible on Mobile devices with Android operating system and this function is only available in the Simple by OTP Group application.
74. 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.
75. During the Card digitisation process, a security identification occurs via an SMS code that is sent to the mobile phone number provided by the User, which code is entered by the User in the Simple Application. The Card digitisation shall fail if the Mobile device or its operating system or the bankcard to be digitised does not comply with the conditions set out in these GTC, or if the operating system of the Mobile device is rooted, or if the User does not enter the SMS code, or if the SMS security identification fails.

76. The Service Provider discloses and the User hereby acknowledges that OTP Bank Nyrt. provides the Card Digitalisation service, separately from the Simple Account 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 of June 2019 and amended with regard to Visa Card digitisation. 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.
77. 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.
78. 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.
79. To enable and use the NFC payment function, User is obligated to provide their phone number.
80. 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.
81. 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 and iOS operation system.
82. In case of bankcards registered and stored in the Simple Application on iOS Mobile device it is necessary for the operation of NFC payment function to add Simple Card to this function and to the iOS wallet necessary for the operation of this function; for that purpose a specific button will appear in the Simple Application on the Simple Card through which this function can be activated.
83. If the bankcard registered and stored in the Simple Application has been already added to the iOS NFC payment function, the bankcard will be designated with a specific sign in the Simple Application.
84. In case of Simple Card it will be indicated in the My bankcards menu of the Simple Application for the User whether the given Simple Card is digitalised on the given Mobile device and also the information that in what kind of other wallet service was the Simple Card digitalised.
85. 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.
86. In case of Visa bankcard digitalisation, the User can be informed about the success of the NFC payment transaction with the digitalised Visa bankcard from the transaction message received from his/her issuer bank, from the transaction list of the issuer bank's mobile or internet bank application or from his/her bank account statement issued by the issuer bank. Any information provided by Simple on this cannot be deemed as authentic; the User cannot base any decision on it, the User cannot enforce any claim against Simple related to it, Simple expressly excludes its liability for this.

## SIMPLE CARD PAYMENT FUNCTION

87. If User does not possess a debit card meeting the above criteria of Card digitisation, then User may take part in the Simple Account 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.
88. 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
89. 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.
90. 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.
91. Service Provider states and User acknowledges that the Simple Card may only be charged up to a monthly maximum of HUF 45.000,-, that is forty-five thousand Hungarian forints, and subsequently, the Credit may be used as payment to the above monthly maximum.
92. 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.
93. During the charging of a Simple Card under the Simple Account 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.
94. Service Provider states and User acknowledges that the Simple Card service is provided by OTP Bank Nyrt., fully separate from the Simple Account 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.
95. 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.
96. 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, SimplePay Plc. will, in all instances, move for the rejection of the disclaiming procedure pursuant to the present GTC and the pertaining data.
97. Service Provider informs User, and User expressly acknowledges that all data and information provided in relation to the Simple Account 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 the 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.
98. 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](https://alk.mnb.hu/bal_menu/piaci_szereplok/nyilvantartasok/penz_kozv_lekerdezo)
99. Regarding the tied agency of the Service Provider, the consumer protection information and the complaint regulations of this GTC shall apply accordingly.

## **SUPPORT OF MONEY TRANSFER VIA BANK**

100. 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.
101. 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.
102. 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.
103. 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.
104. 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.
105. 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.
106. 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.
107. 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.

108. 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.
109. 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.
110. 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.
111. 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:
112. [https://alk.mnb.hu/bal\\_menu/piaci\\_szereplok/nyilvantartasok/penz\\_kozv\\_lekerdezo](https://alk.mnb.hu/bal_menu/piaci_szereplok/nyilvantartasok/penz_kozv_lekerdezo)
113. Regarding the tied agency of the Service Provider, the consumer protection information and the complaint regulations of this GTC shall apply accordingly.
114. 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.
115. 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.

#### **SUPPORT OF BANK ACCOUNT BALANCE VIEWING**

116. This service is not available in Simple Application and System the Service Provider does not provide this service.

#### **BANK CARD REGISTRATION VIA BANK**

117. 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 OTP Direct service 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 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.
118. 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.
119. Bank card registration via the OTP Direct service 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 service, and who have downloaded the required banking applications to their device running the Simple System.
120. The OTP Direct service is provided by OTP Bank Plc., both in a technical and legal sense, the Service Provider does not take part in it, 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.
  121. Service Provider informs the User, and User expressly acknowledges that the bank card 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.
  122. Service Provider is not involved in the above bank card registration service, neither directly nor as an intermediary, during the use of this service User enters into a contract with OTP Bank Plc., with OTP Bank Plc. is responsible for the adequate and legal fulfilment of said service. The Service Provider does not provide any activities belonging under the effect of Hpt. and Pft., which would need any licence or announcement and the Service Provider does not qualify as the intermediary or agent of OTP Bank Plc.
  123. In accordance with the above, the Service Provider is not responsible for whether the OTP Direct service provided by OTP Bank Plc. is operating properly and lawfully, or whether the credit card data recorded by OTP Bank Plc. during the registration of the credit card are true, appropriate and correct, and the Service Provider expressly excludes its liability in this regard. The Service Provider shall only be liable, and then only under the conditions and subject to the limitations set out in these GTC, for the proper functioning of the Simple System as a technical platform for the Service.
  124. Users may submit their complaints and grievances to 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.

## **FOOD DELIVERY SERVICES**

### **Simple Classic Application: Redirection to the Falatozz.hu services**

125. The User cannot directly order food or drinks through the Falatozz.hu card in the Simple Classic Application. By clicking the Falatozz.hu card the User can see a static screen which asks the User to start the Falatozz.hu mobile application or to navigate to the Falatozz.hu website by clicking the on the button appearing in the screen. If the User clicks on this button, the User will be redirected to Falatozz.hu mobile application or Falatozz.hu website or if the User did not installed the Falatozz.hu mobile application on his/her mobile device, he/she will be redirected to the applicatiobn store from where the Falatozz.hu mobile application can be downloaded; then he/she can order food and drinks from the available list after registration according to the general terms and conditions of Falatozz.hu mobile application and/or Falatozz.hu website.
126. After redirection from the Simple Classic Application to the Falatozz.hu mobile application or website, the User enters into a contractual relationship with the operator of the Falatozz.hu mobile application and website, Diston-Line Ltd (seat: 3535 Miskolc, Körmei u. 20. ; VAT No.: 22709776-2-05; Reg. No.: 05-09-019809); the general terms and conditions and privacy notice of the Falatozz.hu mobile application and website shall apply for the User; the Service Provider is not a contractual party in this legal relationship. Consequently, the Service Provider entirely excludes its liability for Falatozz.hu mobile application and website, for the operation thereof, for any transaction, order, services and products in the Falatozz.hu mobile application and website; the User is not entitled to enforce any claim against the Service Provider in connection with them.

127. In Simple Classic Application from version 3.75 and above the User will also be redirected to the Simple by OTP Group Application's food ordering service Falatozz.hu.

#### **Simple by OTP Group Application: Food ordering**

128. Through the Food ordering card in the Simple by OTP Group Application the User can directly order food and drink delivery from the products displayed in the Simple by OTP Group Application and to the delivery locations displayed in the Simple by OTP Group Application. The food ordering service available through the Food ordering card of the Simple by OTP Group Application are operated and provided by Diston-line Kft. (headquarters: 3535 Miskolc, Körmöci u. 20.).

129. The food and beverage offer, available restaurants, delivery locations and prices displayed under the Food ordering card of the Simple by OTP Group Application are determined by Diston-line Kft., in case of ordering food and beverages in the Food order menu item of the Simple by OTP Group Application, the User is subject to the General Terms and Conditions of Diston-line Kft. available on the Falatozz.hu website, for which the Service Provider is not liable in any way.

130. In the food ordering service available on the Food ordering card, Diston-line Ltd. has a contractual relationship with the restaurants available there and with the delivery services delivering the food and provides these services, the User enters into a contractual relationship with Diston-line Ltd. and the restaurants during the ordering and delivery of food. In connection with the ordering and delivery of food, the User may assert claims against Diston-line Ltd. and the restaurants contracted with it, the Service Provider shall not be liable for the activities and performance of these third parties.

131. Process of food ordering:

- a. The User enters the Food ordering card in the Simple by OTP Group Application, and first check the delivery address arising from the account data or enters new delivery address.
- b. After that the User selects the restaurant from which he/she wishes to order, selects the food or drink to be ordered and adds it to the shopping cart. Diston-line Ltd. and its contracted restaurants may also specify a minimum order, which will be displayed to the User when selecting the restaurant.
- c. The User can then add a note to the order for the delivery company and then selects the payment method: payment by credit card available in the Simple by OTP Group Application or cash on delivery to the courier. Before payment, the User will be presented with an order summary where he can check and modify his order.
- d. The User can modify the details of his order in the Simple by OTP Group Application until the payment is made or, in case of cash payment, until the order is submitted, after which he can modify it only by contacting the falatozz.hu customer service.
- e. The User pays for the order either in cash at the courier, or by using the online credit card payment or SZÉP card payment available in the Simple by OTP Group Application. For SZÉP card payment Diston-Line Ltd. has concluded a contract with SZÉP card issuers, so payment can only be made with the SZÉP card that is indicated in the Simple by OTP Group Application. In case of payment by SZÉP card, the User will be redirected by the Simple by OTP Group Application to the payment interface of the financial institution issuing the SZÉP card.
- f. The receipt and invoice for the purchase price paid by the User will be issued by the restaurant and will be attached to the delivered order on paper.

132. Only User older 18 years old is entitled to buy alcoholic beverage in the Food Ordering menu. When ordering an alcoholic beverage, the User must provide his/her age for proof of age in the Simple by OTP Group Application for each order. The age data is not recorded by the application, and the age data must be re-entered when placing a new order or when restarting the order.

133. Only units ordered from one restaurant can be placed in one shopping cart and one order, if you change restaurants the previous shopping cart will be discarded.

In the Food Order menu of the Simple by OTP Group Application, the User can view his/her active, running order and previous food orders for a year back and can re-order his/her previous food orders and in case of re-ordering, can add new items to his/her basket and modify the order and delivery address. In the case of reordering a previous order, if the price of the products included in the previous order has changed in the meantime at the restaurant, the Simple by OTP Group Application will inform the User



of this before the order is placed and the new price will be displayed in the shopping cart. The User may decide not to order the product at the new price. If the previous order cannot be re-ordered for any reason (e.g. the product is no longer available, the restaurant has been closed, etc.), the Simple by OTP Group Application will notify the User.

**Display of discount offers:** in the Food Order menu, the discounts offered by the restaurant are displayed on the page of the given restaurant, or in the case of certain promotions in the shopping cart, and the User decides whether to use them. The discount may be a lower price, a quantity discount, a periodic special price, a percentage discount, a gift, a reduction of the delivery charge or any other action or promotion. The type of discount and all its relevant conditions can be viewed by the User in the Food Order menu. If several discounts are available for one purchase, the discounts cannot be combined and only one discount can be selected per purchase. The cash discount will be deducted from the total amount of the purchase. The discount or gift is provided by the restaurant and not by Simple. If the User cancels in full the purchase to which the discount relates, the User will be refunded the full amount paid less the discount. If the User cancels the order in part, it is at the discretion of the restaurant whether the User may apply the discount to the remainder of the order or forfeit the discount. In this case, the restaurant's customer service will contact the User to see if the User will maintain the order. The restaurant is responsible for the legality of the discount, gift and its conditions, and therefore Simple expressly excludes its liability. The User may enforce his claim related to the discount or gift directly against the restaurant.

## **PARTY**

134. 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 check the planned program of certain catering establishments, night clubs, open-air or indoor bars available in the Simple System.
135. 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.

## **PARKING AND E-VIGNETTE**

### **Common rules of Parking and e-Vignette services**

136. 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 set out in a separate Announcement to the Service Provider for the purchase of parking tickets and e-Vignettes and the User shall be entitled to use the services in the Territory. The Service Provider shall publish the Tariffs and any changes thereto in an Announcement on its Website.
137. The fee of the purchase of parking tickets and e-Vignettes service shall be adjusted through the Simple System.
138. **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.
139. **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.
140. **Special rules for customer complaints management:**

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: 1138 Budapest, Váci út 135-139- building B floor 5.;
- b) At our company's seat, located at 1138 Budapest, Váci út 135-139, Building B, 5th floor, on working days between 9:00 AM and 4:00 PM, either verbally or in writing:
  - in person, verbally and in writing; or
  - through documents submitted by another person; or
  - through an authorized representative.
- c) in electronic letter sent to the following e-mail address: [ugyfelszolgalat@simple.hu](mailto: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.

#### **Rules of Parking service**

- 141. The purchase of parking tickets service shall be used at each public area operated by the NMP service providers (Territory), including also those public parking spaces that are located in an enclosed area and where access, egress and parking are restricted.
- 142. 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
- 143. 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.

#### **Starting a parking**

- 144. The User is able to use the parking Service in the Application by clicking the Parking card in the Simple System.
- 145. The User shall provide the following data when entering the Parking card in 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.
- 146. In the lack of any of the aforementioned data the parking service cannot be started.
- 147. 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.
- 148. 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.

149. 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.
150. The Simple System does not process individual, unique parking discounts afforded by parking companies and local government bodies.
151. After starting the parking successfully the Simple System displays the data of the parking started.
152. One User is able to start parking for more than one vehicle contemporaneously.
153. In case of parking in public areas that are blocked by a barrier or other means, the parking access system reads the vehicle registration number and issues a paper parking ticket to the User, and parking starts when the User requests the parking ticket. The User can pay for the parking in such a restricted area through the Simple Application after entering the vehicle registration number and the serial number of the parking ticket in the Restricted parking submenu of the Parking menu of the Simple Application.
154. 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.

#### Stopping the parking

155. 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.
156. 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.
157. The User provides his invoicing data in the Simple System at the starting of the parking service.

#### **Rules for buying E-Vignettes**

158. The User is able to use the E-Vignette Service by clicking on E-Vignette card in the Simple System.
159. 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.
160. In the lack of any of the aforementioned data the E-Vignette cannot be bought.
161. The Service Provider informs the User about the successful purchase of the E-Vignette via the Simple Application and at the email address provided during registration. If the User does not receive an email notification containing the details of the purchased E-vignette as confirmation of the successful purchase 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

email 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.

162. One User is able to buy only one E-Vignette with one transaction contemporaneously.
163. 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.
164. The Simple System does not control whether the given motor vehicle has previously bought and still valid E-Vignette.
165. 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.

From December 5, 2024, Users may choose the qvik Payment Service, a payment method based on qvik Unified Data Input Solutions, for instant transfer when purchasing an e-Vignette.

If the User selects the qvik Payment Service payment method, they initiate the e-Vignette purchase in the Simple application, and by tapping the "Continue" button, they are redirected to the mobile banking application installed on their device.

The mobile banking application displays the automatically filled payment details (purchase amount and recipient), which the User verifies in the mobile banking application by tapping "Continue to Review," and then approves by tapping "OK, proceed with transfer" in the mobile banking application.

During the purchase, the User provides their password upon logging in to the mobile banking application, or, at their discretion, performs identification using Face ID or Touch ID.

If there is no mobile banking application installed on the User's device, the MNB (National Bank of Hungary) page will automatically open informing the User about the necessity of downloading the mobile banking app. Without such app, the User cannot proceed with the purchase process.

If the payment process is interrupted, such as if the redirection to the mobile banking application on the User's device fails or if the User cancels the purchase before approving the transaction, they may start a new e-Vignette purchase in the Simple application and select an alternative payment method. If the User initiates the payment process but does not approve the payment request in the mobile banking app, the transaction will automatically be interrupted after 5 minutes. If the User has already approved the payment request in the mobile banking app but the payment process is interrupted for technical reasons (e.g., system error, timeout), the transaction will be closed in the Simple system with a "failed" status after 15 minutes. Simple will initiate the refund of the amount already transferred by the User within 5 business days. The date the refunded amount reaches the User's bank account will depend on the settlement schedule of the User's account-holding bank.

The qvik Payment Service is only available in Simple application versions 1.71.0, 3.105.0, or newer, as well as in the Android Simple Classic application; earlier versions do not support the use of the qvik Payment Service. If a User with an Android mobile device has installed both applications providing the qvik Service (Simple and Simple Classic), and, for instance, initiates the payment in the Simple app, they will see an application selector interface upon redirection from the mobile banking app. If the User selects the Simple app, they will receive a successful purchase confirmation. However, if they select the Simple Classic app, the homepage will appear, and they can verify the successful purchase in the transactions list.

Users can redeem SuperShop points when using the qvik Payment Service.

166. After the successful purchase of the E-Vignette the Simple System displays the data of the E-Vignette bought.
167. The User may find the purchased valid E-Vignette under the E-Vignette card in the Simple System.

## **RULES FOR PURCHASE OF TRANSPORT MOBILE TICKET**

168. In case of purchase of Transport mobile ticket (including the BKK mobile ticket and tickets available for purchase under the MÁV pass card as well) the Service Provider and the User enter into an agreement, in the framework of which the User pays the fee determined in the Simple Application to the Service Provider for the purchase of the Transport mobile ticket and is entitled to use the passenger transport services. During the sale of the Transport mobile tickets the Service Provider act as the retainer of NMP and it is entitled to sell Transport mobile tickets based on the retainer agreement concluded with NMP.

169. The User pays the fee of the purchased Transport mobile ticket with one of the payment methods available in the Simple System.

For purchasing tickets under the MÁV pass card, Users may choose the qvik Payment Service, a payment method based on qvik Unified Data Input Solutions, for instant transfer when purchasing an e-Vignette.

If the User selects the qvik Payment Service payment method, they initiate the e-Vignette purchase in the Simple by OTP Group application, and by tapping the "Continue" button, they are redirected to the mobile banking application installed on their device.

The mobile banking application displays the automatically filled payment details (purchase amount and recipient), which the User verifies in the mobile banking application by tapping "Continue to Review," and then approves by tapping "OK, proceed with transfer" in the mobile banking application.

During the purchase, the User provides their password upon logging in to the mobile banking application, or, at their discretion, performs identification using Face ID or Touch ID.

If there is no mobile banking application installed on the User's device, the MNB (National Bank of Hungary) page will automatically open informing the User about the necessity of downloading the mobile banking app. Without such app, the User cannot proceed with the purchase process.

If the payment process is interrupted, such as if the redirection to the mobile banking application on the User's device fails or if the User cancels the purchase before approving the transaction, they may start a new e-Vignette purchase in the Simple by OTP Group application and select an alternative payment method. If the User initiates the payment process but does not approve the payment request in the mobile banking app, the transaction will automatically be interrupted after 5 minutes. If the User has already approved the payment request in the mobile banking app but the payment process is interrupted for technical reasons (e.g., system error, timeout), the transaction will be closed in the Simple system with a "failed" status after 15 minutes. Simple will initiate the refund of the amount already transferred by the User within 5 business days. The date the refunded amount reaches the User's bank account will depend on the settlement schedule of the User's account-holding bank.

The qvik Payment Service is only available in Simple by OTP Group application versions 1.71.0, 3.105.0, or newer; earlier versions do not support the use of the qvik Payment Service.

Users can redeem SuperShop points when using the qvik Payment Service.

170. The Simple Application contains the list and price of the Transport mobile tickets can be purchased in the Simple System. The Service Provider is entitled to modify the types of the available Transport mobile tickets, to terminate to sell certain Transport mobile tickets and to start to sell new types of Transport mobile tickets at any time; the Service Provider discloses those modifications in the Simple Application. The modification of the types and price of the Transport mobile tickets enters into effect with the disclosure in the Simple Application. Simple System and Simple Application shows the effective types and prices of the Transport mobile tickets.

171. The Transport mobile ticket can be used in all territories covered by the transport service providers of the NMP (Territory).

172. The User shall pay the fee of the Transport mobile ticket in exchange for the purchase of the Transport mobile tickets. The Service Provider does not apply service fee, commission on the sale of the Transport mobile ticket; purchase of the Transport mobile ticket does not have any additional cost.

173. The User is able to buy Transport mobile ticket by clicking on the Transport mobile ticket card in the Simple System. Users may only access and view the Transport Mobile Tickets (including both tickets and passes), available for purchase under multiple cards, under the specific card which they used for the purchase.
174. In order to buy Transport mobile ticket, the User shall disclose the following additional data in the Simple System in case of purchasing the Transport mobile tickets listed below:

Type of the Transport mobile ticket	Type of data to be disclosed alternatively
Monthly Budapest pass for legal entities Monthly Budapest pass for private persons Half-monthly Budapest pass for legal entities Half-monthly Budapest pass for private persons	Number of Volánbusz-BKSZ pass ID card Number of driving license (card format) Number of general pass ID card Passport number ID Card number
Monthly Budapest Pass for students in public education Half-monthly Budapest Pass for students in public education	Education ID card number according to Government Decree 362/2011 (XII. 30.), which can be student ID card or pedagogue ID card
Monthly Budapest pass for students in higher education	Education ID card number according to Government Decree 362/2011 (XII. 30.), which can be student ID card or pedagogue ID card Number of driving license (card format) Passport number ID Card number Hungarian ID card number Hungarian Relatives ID card number
Monthly Budapest pass for persons with small children	No. of the pass ID card for persons with small children
Monthly Budapest Pass for pensioners	No. of pensioner pass ID card
Budapest weekly pass Budapest 72 hours pass Budapest 24 hours pass	Number of Volánbusz-BKSZ pass ID card Number of driving license (card format) Number of general pass ID card Passport number ID Card number Student ID card number
Budapest Airport single ticket (time-based ticket) Tatabánya single ticket booked in advance (time-based ticket)	Additional data are not necessary
Tatabánya 10 days all lines pass Tatabánya Daily ticket	Number of driving license (card format) Passport number ID Card number Number of general pass ID card Student ID card number

175. In the lack of the aforementioned data the Transport mobile ticket cannot be purchased.
176. The User is obliged to enter his/her aforementioned additional data in line with the truth and the ID card chosen. The Service Provider does not check the data. Only the User is responsible for the accuracy, truth, completeness and appropriate manner of the data.
177. The transport service providers' policies and general terms and conditions affected by the given Transport mobile ticket contain the conditions of the use of the Transport mobile tickets, the rules of using discounts of the preferential Transport mobile tickets, the list of vehicles covered by the Transport mobile ticket, validity and time-based conditions of the Transport mobile tickets. The User is obliged to be acquainted with them before purchase.
178. The User is exclusively liable for the purchase of the appropriate Transport mobile ticket. The Service Provider is not liable especially for whether the User buys the Transport mobile ticket meeting his/her demands, the User meets the conditions of the preferential Transport mobile ticket, the User is entitled to buy

and to use the Transport mobile ticket chosen, the User uses the purchased Transport mobile ticket lawfully and in line with the rules and contractual terms and conditions of the transport service provider. The Service Providers hereby expressly excludes its liability for any and all penalties, fines and other payment obligations and disadvantageous legal consequences arisen from the breach of those provisions.

179. The User first chooses the relevant city (for example Budapest or Tatabánya) where he/she wants to buy Transport mobile tickets and then chooses the category of the Transport mobile ticket to be purchased (for example full price passes, preferential passes, etc.) and then by entering in the given category he/she chooses the type of the Transport mobile ticket (for example Monthly Budapest pass for private persons). After that the User enters the starting date of the validity of the Transport mobile ticket (year, month, day) and – where it is necessary – the number of one of the aforementioned ID cards. After that the User chooses the payment method in the Simple System, how he/she wants to pay the purchase price of the Transport mobile ticket and then accordingly pays the purchase price of the Transport mobile ticket. In case of immediate starting date of the validity of the Transport mobile ticket, the Transport mobile ticket can be used for travel only after 2 minutes of the time of the purchase transaction. The User is liable for entering the starting date of the validity, the accuracy, appropriate manner of that; the Service Provider is not able to modify the starting date of validity later.
180. The Service provider informs the User about the successful purchase of the Transport mobile ticket. If the User does not receive notification about the successful purchase of the Transport mobile ticket, the User shall purchase the transport ticket in another way; the Service Provider is not liable for the lack of tickets.
181. The User is entitled to transfer the Transport mobile ticket from his/her mobile device to another mobile device maximum two times. Every further transfer is possible only personally, at the customer service of the transport service provider.
182. After choosing the Transport mobile ticket, before payment the Simple System indicates the information about the Transport mobile ticket chosen by the User; payment is possible after the confirmation of these information.
183. The User shall buy the Transport mobile ticket before starting the journey; purchase of the Transport mobile ticket during or after the journey does not create posterior right for travel. Therefore, travel with Transport ticket bought posteriorly shall be deemed as unlawful travel and can cause penalty payment obligation for which the Service Provider is not liable. The User is entitled to start travelling after the notification on the successful purchase of the Transport mobile ticket; the Service Provider is not liable for any legal consequences of the travel without such a notification on the successful purchase.
184. One User is able to buy more same type Transport mobile tickets with one transaction, except the time-based Transport mobile tickets, from which only one ticket can be bought in one transaction. Different types of Transport mobile tickets can be purchased in different transactions.
185. The Simple System does not control whether the User has valid and purchased Transport mobile ticket for the city and destination.
186. The Service Provider is entitled to storno the purchased Transport mobile ticket within 2 minutes from the time of the successful purchase transaction due to technical reasons. In this case, the purchase price of the given Transport mobile ticket will be paid back to the User.
187. Furthermore, the Transport mobile ticket can be re-exchanged until the starting date of its validity period at any time except the Transport mobile tickets with immediate starting time of validity. In case of such a lawful re-exchange, the User receives the purchase price paid.
188. **Special technical conditions:**
  - a. for the purchase of Transport mobile ticket authorisation of call number designation is necessary beyond the general technical conditions herein.
  - b. The services of the MÁV pass card are available exclusively in the Simple by OTP Group application from version 2.3.0 or later, and not in earlier versions or in the Simple Classic application.

189. **Special cause for termination of the contract:** the contract for the purchase of Transport mobile ticket based on this GTC automatically terminates if the contract between the Service Provider and NMP terminates for any reason.

**190. Special provisions for billing:**

The User is entitled to request invoice before payment in the Simple System about the purchase of the Transport mobile ticket including invoice for legal entity and private person.

However, the User is not entitled to request invoice for legal entity about the Transport mobile tickets supported by social policy discount, especially about the following Transport mobile tickets:

- a) Monthly Budapest pass for persons with small children
- b) Monthly Budapest pass for pensioners
- c) Monthly and Half-Monthly Budapest pass for students in public education
- d) Monthly Budapest pass for students in higher education.

Furthermore, if the User requests an invoice for legal entity about the Transport called Monthly Budapest pass for private persons, the User can buy the Transport mobile ticket called Monthly Budapest pass for legal entities and shall pay the price of this pass.

**Special provisions for complaint management in the Transport mobile ticket service:**

191. NMP ensures access to the User to its online platform on which the User is able to follow the centralised mobile purchase service he/she used and is able to use direct complaint management services. The User can turn to the Service Provider with his/her complaint. The complaint shall be submitted to the Service Provider in the following way:

- a) In writing via post to the Service Provider's following address: H-1138 Budapest, Váci út 135-139- building B floor 5.
- b) Personally, verbally at the customer service of the Service Provider on working days between 9:00 AM and 4:00 PM H-1138 Budapest, Váci út 135-139- building B.. floor 5.:
  - o in person, verbally and in writing; or
  - o through documents submitted by another person; or
  - o through an authorized representative
- c) In electronic letter to the following e-mail address: [ugyfelszolgalat@simple.hu](mailto:ugyfelszolgalat@simple.hu)
- d) Via phone, on every day, in daily 24 hours on the following phone numbers: 06 1 3666 611; 06 70 3666 611; 06 30 3666 611; 06 20 3666 611

192. In case of submitting complaint via phone the phone conversation with the Service Provider's employee will be fixed, the fact of which the User is informed at the beginning of the phone call. If the User does not terminate the phone connection and presents his/her complaint after this notification, it shall be deemed that the User granted consent to fix his/her voice.

193. Order of complaint management is the following:

- a) If the Service Provider receives a complaint which belongs to exclusively to the competence of the Service Provider based on its content, the Service Provider answers the complaint based on the general complaint management rules herein.
- b) If the Service Provider receives a complaint, which affects not only the Service Provider but also the transport service provider, the transport service provider answers the complaint to the User. In this case the Service Provider sends the complaint to the transport service provider within 5 working days together with the information related to its own answer. The transport service provider sends the answer of the complaint to the User.
- c) If the Service Provider receives a complaint, which exclusively belongs to the competence of the transport service provider, the Service Provider forwards the complaint to NMP next day after the receipt, which sends the complaint to the transport service provider. In this case, the transport service provider answers the complaint directly to the User.



- d) If the User submits the complaint directly to the transport service provider, but the complaint belongs exclusively to the competence of the Service Provider, the transport service provider sends the complaint to NMP within 5 working days, which sends it to the Service Provider at the latest the next day from receipt. In this case, the Service Provider answers the complaint according to its general complaint management provisions herein.

194. **Management of requests based on equity:** the Service Provider cooperates with the transport service provider through NMP in issuing Transport mobile tickets based on equity and in re-exchange of them initiated after the starting date of the validity. The Service Provider forwards the request received by it to the transport service provider through NMP. The Service Provider informs the User about the result of the equity procedure in case of request received by the Service Provider.

## INSURANCE

195. The User may take out the following insurance packages online in the Simple System, and may also pay the insurance premiums by using the payment methods available in the Simple System:

- a) Joining the Car Towing group insurance as insured person.
- b) Joining the Device group insurance as insured person.

### Provisions on the group Car Towing insurance:

196. Pursuant to its group insurance contract No. GB342 concerning Simple Car Towing insurance (hereinafter: **Car Towing insurance and insurance contract**) concluded with Groupama Biztosító Zrt. (registered seat: 1146 Budapest, Erzsébet királyné útja 1/C; company registration number: 01-10-041071; mailing address: 1380 Budapest, Pf. 1049; hereinafter: **Groupama**) the Service Provider, acting as the tied insurance intermediary of Groupama, provides the Users the opportunity in the Simple System to join the Car Towing insurance contract as insured persons through the Insurance menu of the Simple System. Groupama reported the Service Provider as a tied intermediary to the National Bank of Hungary (registered seat: 1054 Budapest, Szabadság tér 9.) as supervisory authority.

197. The User may join the Car Towing insurance with the application form available in the Insurance menu of the Simple System.

198. The detailed terms and conditions of the Car Towing insurance are contained by the Simple Car Towing insurance terms and conditions and customer notice No. GB342 issued by Groupama (hereinafter: Groupama Insurance Terms and Conditions), while the highlighted and excerpted essential elements of the contract are contained by the Simple Car Towing insurance Insurance Product Fiche No. GB342 (hereinafter: Groupama Product Fiche) which are available to and readable by the Users in the Simple System both during the process of joining the insurance and following the conclusion of the contract. Upon joining the insurance, the User accepts the Insurance terms and conditions, this is a precondition of joining the insurance.

199. Information and terms regarding the data processing carried out by Groupama concerning the Car Towing insurance are contained by the "Practical and conceptual information regarding the processing of personal data and data qualifying as insurance secret and the handling of complaints concerning the insurance contract" (hereinafter: Groupama Information) which are available to and readable by the Users in the Simple System both during the process of joining the insurance and following the conclusion of the contract.

200. Information regarding the data processing carried out by the Service Provider in connection with the Car Towing insurance are contained by the Privacy notice of the Service Provider which is available in the Simple System and also published on the Website.

201. The Service Provider provides the Users the opportunity to join the Car Towing insurance in the Simple System in line with the Groupama Insurance Terms and Conditions and the Groupama Product Fiche, subject to the terms and conditions contained therein. The terms and conditions of the Car Towing insurance are established by Groupama and Groupama may, from time to time, modify the Groupama Insurance Terms and Conditions and the Groupama Product Fiche at its sole discretion in line with the applicable laws.

202. The Service Provider informs the insured Users of any changes to the extent of risk-taking and the modification of the insurance premium at least 60 days prior to the date when the change becomes effective.

**203. The process of concluding the Car Towing insurance contract in the Simple System:**

204. Solely Users registered to the Simple System are entitled to conclude the Car Towing insurance contract in the Simple System.
205. Following the registration to the Simple System, the User firstly submits the license plate number of the motor vehicle to be covered by the insurance or chooses it from the previously recorded motor vehicles.
206. Car Towing insurance can only be concluded in respect of Hungarian-flagged passenger cars with valid registration certificate and valid Hungarian permanent license plate that were put into operation in Hungary and that are utilized for own use which are used in line with the road traffic rules. In case of contracts to be concluded after 15 December 2021, Car Towing insurance cannot be concluded for any taxi, freight transport and rent vehicle including all passenger cars used for freight transport, passenger transport for a commercial purpose or which are used based on a short- or long-term rental relationship and passenger cars with temporary license plate.
207. Groupama reserves the right to reject the application to join the insurance contract in respect of certain motor vehicles, in which case the Simple System stops the process of joining following the submission of the license plate number of the motor vehicle, in respect of these motor vehicles the Simple System does not even display the offered insurance package. Groupama may unilaterally, at its sole discretion, specify the scope of motor vehicles in respect of which Groupama abstains from making commitments and in respect of which the User may not join the insurance contract. The liability of the Service Provider for such decision of Groupama shall be excluded. The User is not entitled to exercise any claims concerning such decision of Groupama against the Service Provider or Groupama.
208. The following Users may join the Car Towing insurance as insured persons:
- a) natural person Users with Hungarian citizenship who are registered as having their permanent residence in Hungary
  - b) legal persons registered in Hungary, having their registered seat in Hungary.
209. Subsequently, the User submits the year of production and other data of the motor vehicle to be insured and answers the questions concerning habits in connection with using cars. All questions must be answered, in absence of that joining the insurance contract is not possible.
210. Subsequently, on the basis of the data provided, the Simple System displays the insurance package offered by the Simple System and the other available insurance packages with the indication of their relevant properties and yearly premiums, and the User chooses the desired insurance package. Here the User can view the detailed contents and terms of the individual insurance packages by clicking on the applicable button.
211. The individual insurance packages and their detailed terms and conditions are contained by the Groupama Insurance Terms and Conditions.
212. The yearly premiums and the relevant properties of the individual insurance packages are contained by the Service Charges Announcement found in Schedule No. 1 of the present GTC.
213. Subsequently, the User declares having read and accepted various documents, terms and conditions and notices related to the insurance by ticking checkboxes and also declares his/her/its intention to join the insurance.
214. Following the electronic submission of these declarations, the Simple System displays the yearly insurance premium payable in respect of the chosen insurance package, the starting date and end date of risk-bearing and the permanent license plate number of the insured motor vehicle. The User may request an invoice concerning the insurance premium in course of this payment process by ticking the appropriate checkbox. An invoice may only be requested to the address of the Hungarian registered seat of a Hungarian legal person. Subsequently, the User pays the yearly premium of the chosen insurance package by using one of the payment methods available in the Simple System.
215. Subsequently the transaction is verified, then, provided that Groupama accepted the application to join the insurance, the Simple System displays the confirmation of the successful payment with the key data of the transaction. Subsequently, the User can view his/her/its existing insurance packages and their relevant properties at any time in the Insurance menu.

216. The starting date of risk-bearing is, in respect of all insurance packages, the 2nd day following the day of joining the insurance, and it ends after 365 days following this starting date.
217. If the User pays the insurance premium by using the coupon received in the Simple System for previous e-Vignette purchase, the starting date of risk-bearing, in respect of all insurance packages, is the day of joining the insurance, and it ends after 365 days following this starting date.
218. As to the rest, joining the insurance contract is governed by the Groupama Insurance Terms and Conditions and the Groupama Product Fiche.
219. The Service Provider sends a confirmation electronically within 1 day from the date when the User successfully joined the Car Towing insurance, to which the Groupama Insurance Terms and Conditions and the Groupama Product Fiche are attached.
220. **Modification of the insurance package:** the User is entitled to modify the insurance package or take out the same insurance package also in respect of another motor vehicle or modify the existing insurance package to another insurance package in cases provided for by the Groupama Insurance Terms and Conditions. The User can not initiate changes to his package in the Simple Application. If the User wish to do so, Simple Customer Service can provide assistance.
221. **Termination of the insurance:** the User may unilaterally terminate the insurance in cases provided for by the Groupama Insurance Terms and Conditions. The User firstly chooses the Car Towing insurance wished to be terminated in the Insurance menu, then the User initiates the termination of the contract by clicking on the Termination button located in the Insurance menu of the Simple System after which the phone number of the Simple Customer Service will be displayed. The User calls this phone number and can terminate the contract. Subsequently, the status of the insurance affected by the termination changes to terminated in the Simple System and the insurance is terminated.
222. In case of joining the Car Towing insurance the User, pursuant to Article 6 (3) of Act XXV of 2005, is entitled to terminate the contract unilaterally with immediate effect within 14 days from the day when the contract was concluded provided that no services were provided between joining the insurance and terminating the contract unilaterally. The Consumer may exercise the right to terminate the contract unilaterally in the Simple System by clicking on the Termination menu entry in the Insurance menu within the above deadline in the way that the User calls the Simple Customer Service's phone number displayed there and initiates the termination of the contract. After this the Car Towing insurance contract and Groupama's undertaking and risk-taking are terminated.
223. **Reporting the materialisation of the risk:** the User shall report the materialisation of the risk to Groupama and/or Groupama's car towing service provider. If the User reports the materialisation of the risk to the Service Provider, the Service Provider does not process it, instead it forwards it to Groupama and/or Groupama's car towing service provider.
224. **Exclusion and limitation of liability by the Service Provider in the Car Towing insurance:**
- a) The Service Provider shall not be liable for the legality of the Car Towing insurance, the Groupama Insurance Terms and Conditions, the Groupama Product Fiche, the Groupama Information and their contents, Groupama's conduct, course of action, infringement, breach of contract or the conduct, course of action, infringement of sub-contractors and assistance service provider engaged by Groupama, the liability of the Service Provider therefor shall be fully excluded, liability therefor shall rest with Groupama. Should the User have any objections, claims or demands in connection with the Groupama Insurance Terms and Conditions, the Groupama Product Fiche, the Groupama Information or the conduct, course of action, undertaking, data processing or omission of Groupama or its sub-contractors or assistance service provider or should the User have any claims in connection with Groupama's failure to fulfil its obligations, breach of contract or infringement, the User may exercise those claims directly against Groupama, the liability of the Service Provider therefor shall be fully excluded.
  - b) In course of joining the insurance, upon the materialisation of the risk and the reporting thereof and in course of the related administration the Users are obliged to provide real and complete information and data. The liability of the Service Provider shall be excluded for all legal

consequences, damage and costs arising from the provision of false or incomplete information or data by the User, from the non-disclosure of substantial facts which the User was aware of or ought to have been aware of, from the reporting of the changes to the User's data or facts in a manner not compliant with the Groupama Insurance Terms and Conditions or from the failure to report such changes. Therefore, the Service Provider shall not be liable, in particular, in case Groupama's risk-bearing and Groupama's obligations as insurer are not established as a result of the above acts or omissions. In such case the User may not exercise any claims against the Service Provider. In case Groupama claims damages, costs from or exercises any other claims against the Service Provider for this reason, the Services Provider is entitled to pass it on to the User and claim the damages, costs paid by the Service Provider from the User or exercise the claim fulfilled by the Service Provider against the User.

- c) The Service Provider shall not be liable and its liability shall be fully excluded if the User cannot join the Car Towing insurance for a reason within its own sphere of interest, for a reason imputable to the User or for a reason within the sphere of interest of an external third person, for instance in case of the lack or error of the User's internet connection, the defect of the User's device or software or virus attack against the User's device or network.
- d) The Service Provider's liability for damages in connection with the Insurance shall not exceed the amount of the premium actually paid by the User in respect of the insurance affected by the damages.
- e) As to the rest, the provisions of the present GTC concerning the exclusion and limitation of liability shall also be applicable to the Insurance service.

#### **Provisions on Device group insurance**

- 225. The Service Provider transmits the device group insurance for smart phones of the Magyar Posta Biztosító Zrt. (seat: 1134 Budapest, Váci út 17., Reg. No.: 01-10-044751; VAT No.: 12833632-4-44; hereinafter referred to as: MPB) as the tied insurance intermediary (agent of MPB according to the section 4 (1) 34/a) point of the Act LXXXVIII of 2014 on insurance activities (Bit) in the menu Device insurance of the menu Insurance of the Simple Application.
- 226. The Users enters into the insurance contract and conclude device insurance with MPB, the Service Provider is not a party in the Device insurance contract between the User and the MPB.
- 227. The Device insurance general terms and conditions (Device insurance GTC), Group device insurance customer information sheet (Notice) and Product Notice (IPID) issued by MPB shall apply to the Device insurance, these contain the detailed conditions of the Device insurance which MPB may modify from time to time. Privacy notice issued by MPB shall apply to data processing by MPB as data controller related to the Device insurance. The Service Provider provides the Users with Notice, Device insurance GTC, Product Notice and MPB Privacy Notice in the menu Device insurance of the Simple Application still before entering into the insurance contract in a downloadable way.
- 228. The Service Provider as the tied insurance intermediary of MPB provides the platform for entering into the Device insurance in the Simple Application through which the Users are able to join the Device insurance.

#### **Brief information on the Device insurance conditions:**

- 229. The basic conditions of the Device insurance are the following on condition that this information are not full, they are only for information, the Device insurance GTC, the Product notice, the Notice and the MPB Privacy Notices contain the detailed conditions of the Device insurance.
- 230. The Device Insurance covers a smartphone device that is included in the list of insurable devices published by the Service Provider on the Website, on which the types of devices are determined by the MPB. The list of these insurable devices is a constantly changing and updating list, so the User must check it before using any Device Insurance. The User can also check whether the User's device using the Simple Application can be covered by Device Insurance by going to the Device Insurance submenu of the Insurance menu in the Simple Application and clicking on the "Check Device" button. The Simple Application will inform the User whether the device is on the list of insurable devices. If it is, the User can proceed with the insurance process; if not, the User will not be able to purchase Device Insurance for that device.

231. The User can choose two different insurance packages, the packages provide the following insurance services in case of the following insurance events:

	Insurance event	Insurance services
<b>Basic Package</b>	<ul style="list-style-type: none"> <li>Break of the device's screen</li> </ul>	<ul style="list-style-type: none"> <li>Change of the broken screen by the service partner of MPB (screen change service),</li> </ul> or <ul style="list-style-type: none"> <li>Providing replacement device by the MPB's Service partner, if the screen cannot be repaired economically (device replacement service)</li> </ul> and <ul style="list-style-type: none"> <li>Carrier service (exclusively in the territory of Hungary)</li> </ul>
<b>Extra Package</b>	<ul style="list-style-type: none"> <li>Break of the device's screen</li> </ul>	<ul style="list-style-type: none"> <li>Change of the broken screen by the service partner of MPB (screen change service),</li> </ul> or <ul style="list-style-type: none"> <li>Providing replacement device by the MPB's Service partner, if the screen cannot be repaired economically (device replacement service)</li> </ul> and <ul style="list-style-type: none"> <li>Carrier service (exclusively in the territory of Hungary)</li> </ul>
	<ul style="list-style-type: none"> <li>Theft of the device through burglary, robbery of the Device, theft of the Device through purse-cutting or plunder</li> </ul>	<ul style="list-style-type: none"> <li>Providing replacement device by the MPB's Service partner, if the screen cannot be repaired economically (device replacement service)</li> </ul> and <ul style="list-style-type: none"> <li>Carrier service (exclusively in the territory of Hungary)</li> </ul>
<b>Full extra package</b>  It can be concluded only in the Simple by OTP Group Application and only for Devices newly purchased.	<ul style="list-style-type: none"> <li>Break of the device's screen</li> </ul>	<ul style="list-style-type: none"> <li>Change of the broken screen by the service partner of MPB (screen change service),</li> </ul> or <ul style="list-style-type: none"> <li>Providing replacement device by the MPB's Service partner, if the screen cannot be repaired economically (device replacement service)</li> </ul> and <ul style="list-style-type: none"> <li>Carrier service (exclusively in the territory of Hungary)</li> </ul>
	<ul style="list-style-type: none"> <li>Theft of the device through burglary, robbery of the Device, theft of the Device through purse-cutting or plunder</li> </ul>	<ul style="list-style-type: none"> <li>Repair of the Device by the service partner of MPB (Device repair service),</li> </ul> or <ul style="list-style-type: none"> <li>Providing replacement device by the MPB's Service partner, if the Device cannot be repaired economically (device replacement service)</li> </ul> and <ul style="list-style-type: none"> <li>Carrier service (exclusively in the territory of Hungary)</li> </ul>
	<ul style="list-style-type: none"> <li>Other accidental harm or damage in the Device</li> </ul>	
	<ul style="list-style-type: none"> <li>Damages in the Device caused by water and humidity</li> </ul>	
	<ul style="list-style-type: none"> <li>Damages in the Device caused by third parties intentionally</li> </ul>	

232. Duration of the insurance is indefinite. The Service Provider will make the Full extra package of the Device insurance available to Users in the Simple Application at the time specified in an Announcement.

#### **Process of conclusion of the Device insurance contract in the Simple Application**

233. Only User registered in the Simple Application can initiate to join the Device insurance contract in the Simple System.
234. To start the contract conclusion process, the User enters Insurance menu in the Simple Application and clicks on Device Insurance menu
235. Simple Application indicates based on the type of the Device if no device insurance contract can be concluded for the device.
236. If the Device is suitable for the Device insurance, the user chooses the desired insurance package (Basic/Extra/Full Extra) where the main characteristics of the given package, the deductible belonging to the package are displayed and the User chooses whether he/she wants to pay the annual insurance fee in one instalment (yearly payment period), quarterly (Quarterly payment period) or monthly (Monthly payment period) and the User can see the amount of those payments.
237. By clicking on Further Details button the User gets more detailed information about the insurance services and conditions of the given insurance package.
238. After that the User enters the IMEI number of the Devices to be insured.
239. The next step is to check the status of the screen in case of Devices purchased more than 14 days ago or the time ago defined in the Announcement issued by Simple, during which the User follows the instructions on the screen and runs his/her finger on the screen. If the screen examination is successful, the User can move on in the contracting process. If this is not successful, i.e. the screen is broken or damaged on the basis of the examination, the Device insurance cannot be concluded through the Simple Application.
240. If the User wishes to take out insurance for a Device purchased no more than 14 days ago or the time ago defined in the Announcement issued by Simple (“**New Device**”), the above screen status will not be checked, the User does not need to take photos of the screen, but the User must upload the invoice for the Device. This facilitated check for New Devices is only available in the Simple by OTP Group Application, the Simple Classic Application will redirect the User to the Simple by OTP Group Application.
241. In case of Devices which do not qualify as New Devices, the User follows the instructions on the screen and takes photos of the screen of the Device to be insured. No private person can be on the photo (including the User). If the screen photo is not good, the User can take another photo. During the screen photos the Service Provider asks for permission from the User in the name and on behalf of MPB to access the Device’s camera and picture gallery for the purpose of taking the photos and sending them to MPB. In case of denying permission, the User cannot move on in the contracting process.
242. After the successful screen photos, the User enters his/her personal data for his/her identification; the User can choose the address from the list of addresses already registered in the Simple Application or the User can enter a new address for the purpose of the insurance. Simple Application automatically display the User’s e-mail address registered in the Simple Application, but the User can enter another e-mail address as well.
243. After that the User makes statements requested by MPB, necessary for concluding the Device insurance contract and displayed on the screen; without those statements (i.e. without clicking the checkbox before the statements) the User cannot move on in the contracting process. MPB determines the text of those statements, the Service Provider only displays them, the Service Provider is not liable for the content, lawfulness and correctness of those statements.
244. After that the User pays the fee of the Device insurance with his/her bankcard in the mobile payment solution of Simple Application. The User receives a confirmation about the successful payment in the Simple Application which contains the main characteristics of the paid Device insurance (package, transaction ID,

IMEI number, starting time of risk carrying, payment period, fee paid). The User also receives notice about the unsuccessful payment in the Simple Application.

- 245. After that the User can see the Device insurance concluded by him/her in the Insurance menu of Simple Application and the main characteristics thereof and if an insurance event (damage) occur, the User can indicate it through clicking on Damage reporting button. The Service Provider will forward the damage report to the MPB, but the Service Provider does not take part in the damage reporting, damage management process.
- 246. The User can modify his/her data entered during the Device insurance contracting process in the Data modification menu of Insurance menu of the Simple Application.
- 247. The User can initiate the unilateral termination of the Device insurance contract by clicking on the button Termination in the Insurance menu of the Simple Application. The telephone number of Simple Customer Service is displayed to the user. The User can cancel the contract by calling this phone number. In this case the Service Provider forwards the statement for termination to MPB.
- 248. After concluding the Device insurance contract, the User can access the Statement of Joining in the Statement of Joining menu of the Insurance menu.
- 249. The Service Provider informs the User about the next due Device insurance payment deadline with an in-app message within the Simple Application. This notice of the Service Provider is not mandatory. The User is obliged to keep the payment obligations and their deadlines, the Service Provider excludes its liability for missing the payment deadline by the User.
- 250. The Service Provider sends an electronic confirmation letter to the User within 1 day after the successful joining to the Device insurance, to which the MPB Device insurance GTC, the Product Notice and the Statement of Joining will be attached.

#### **Exclusion and limitation of liability by the Service Provider related to the Device insurance**

- 251. The Service Provider shall not be liable for the legality of the Device insurance, the MPB Device Insurance GTC, the MPB Product Notice, the MPB Privacy Notice and their contents, MPB's conduct, course of action, infringement, breach of contract or the conduct, course of action, infringement of sub-contractors and assistance service provider engaged by MPB, the liability of the Service Provider therefor shall be fully excluded, liability therefor shall rest with MPB. Should the User have any objections, claims or demands in connection with the aforementioned MPB conditions, documents or the conduct, course of action, undertaking, data processing or omission of MPB or its sub-contractors or assistance service provider or should the User have any claims in connection with MPB's failure to fulfil its obligations, breach of contract or infringement, the User may exercise those claims directly against MPB, the Service Provider is liable only if it unlawfully contributed in causing the damages.
- 252. In course of joining the insurance, upon the materialisation of the risk and the reporting thereof and in course of the related administration the Users are obliged to provide real and accurate information and data. The liability of the Service Provider shall be excluded for all legal consequences, damage and costs arising from the provision of false, inaccurate or incomplete information or data by the User, from the non-disclosure of substantial facts which the User was aware of or ought to have been aware of, from the reporting of the changes to the User's data or facts in a manner not compliant with the MPB Device Insurance conditions or from the failure to report such changes. Therefore, the Service Provider shall not be liable, in particular, in case MPB's risk-bearing and MPS's obligations as insurer are not established as a result of the above acts or omissions. In such case the User may not exercise any claims against the Service Provider. In case MPB claims damages, costs from or exercises any other claims against the Service Provider for this reason, the Services Provider is entitled to pass it on to the User and claim the damages, costs paid by the Service Provider from the User or exercise the claim fulfilled by the Service Provider against the User.
- 253. The Service Provider shall not be liable and its liability shall be fully excluded if the User cannot join the Device insurance for a reason within its own sphere of interest, for a reason imputable to the User or for a reason within the sphere of interest of an external third person, for instance in case of the lack or error of the User's internet connection, the defect of the User's device or software or virus attack against the User's device or network.

254. As to the rest, the provisions of the present GTC concerning the exclusion and limitation of liability shall also be applicable to the Device tied insurance intermediary service.

### **Hello Bicycle Insurance**

255. In the Simple Application, the User clicks on the Insurance card, including the hello Bicycle insurance menu item, to receive general information about the hello Bicycle insurance provided by Magyar Posta Biztosító Zrt. (seat: 1022 Budapest, Bég utca 3-5., company registration number: 01-10-044751, tax number: 12833632-4-44), and then by clicking on the appropriate link the User will be redirected to the Bicycle insurance subpage of the website [www.hello.hu](http://www.hello.hu) operated by Magyar Posta Biztosító Zrt. where the User can read the conditions of the hello Bicycle Insurance and can conclude the agreement for the chosen hello Bicycle insurance type with the Magyar Posta Biztosító Zrt.
256. In case of the hello Bicycle insurance, the Service Provider only redirects the Users from the Simple Application, and in the course of this activity, it performs the activity of a dependent insurance intermediary for Magyar Posta Biztosító Zrt. pursuant to Section 123 (1) 123. of Article 4 and Section 383 (1) of Act LXXXVIII of 2014 on Insurance Activities (hereinafter referred to as the "Bit.").
257. The Service Provider shall not be a party to the insurance agreement between Magyar Posta Biztosító Zrt. and the User concerning the hello Bicycle insurance, and the Service Provider shall not transmit any data or information to Magyar Posta Biztosító Zrt. Users can view the terms and conditions of the hello Bicycle insurance on the Bicycle insurance subpage of the website [www.hello.hu](http://www.hello.hu) operated by Magyar Posta Biztosító Zrt. The Service Provider displays the product brochure and the terms and conditions of the hello Bicycle insurance in the Simple Application.

### **LOYALTY CARDS SERVICE**

258. The User may save his loyalty-Cards, membership cards, any other kind of discount cards, and also SZÉP cards (hereinafter together as **Loyalty-Cards**) under the My Loyalty-Cards submenu in the Wallet menu in the Simple System. The User can save his/her SuperShop Card under the My Loyalty-Cards submenu in the Wallet menu or directly in the Wallet menu in the Simple System.
259. 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.
260. **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.
261. **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 savedLoyalty-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.
262. **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.

263. **Special provisions for SuperShop card:**



- a) The User may save his/her SuperShop card in the Loyalty-Cards menu of the Simple Classic Application and in My Wallet menu of the Simple by OTP Group Application. One User can save only one valid, activated SuperShop card in the Simple Application at one time; the User cannot save more SuperShop card under its Simple account.
- b) The SuperShop card can be opened for presenting purposes after saving in the Simple Application, the User can collect SuperShop points by means of that a QR code is generated from the SuperShop card number which exclusively shops belonging to the SPAR network and the OMV petrol stations are able to read.
- c) By clicking the SuperShop service card in the Simple Classic Application and the SuperShop menu within the My Wallet menu in the Simple by OTP Group Application a website will be opened on which the User can save his/her SuperShop card if he/she does not save it before by clicking the "add" button, or if he/she already has saved his/her SuperShop card in the Simple Application, he/she can open it for presenting purposes.
- d) The Simple Application stores the number of the SuperShop card.
- e) In the My Wallet menu of the Simple by OTP Group Application, the SuperShop card balance query service is available, which allows the User to query the current points balance of his SuperShop card by entering the number of the SuperShop card and the User's date of birth and clicking on the info button. The displayed points balance does not include pending SuperShop points.
- f) Otherwise, the provisions on the Loyalty-cards shall apply for storing SuperShop cards in Simple Application.
- g) **SuperShop points redemption:** when making a purchase in the Simple by OTP Group Application, the User can redeem the SuperShop points on his/her SuperShop card at the time of payment, if he/she uses his/her SuperShop card. 1 SuperShop point can be redeemed for HUF 1. The Service Provider shall publish on the Website, in an announcement (hereinafter referred to as the "SuperShop Announcement"), the range of services available in the Simple by OTP Group Application where payment (redemption of points) with the SuperShop card is possible. The Service Provider may freely amend this SuperShop Advertisement and may freely expand, narrow or modify the range of services payable by SuperShop point redemption by issuing a new SuperShop Announcement and publishing it on the Website. The redemption of SuperShop points for the services included in the SuperShop Announcement is possible for the payment method included in the SuperShop Announcement and available in the Simple by OTP Group Application. The redemption of SuperShop points for purchases made in the Simple by OTP Group Application is subject to the General Conditions of Participation of the SuperShop Loyalty Programme for Cardholders.
- h) **SuperShop point issuance and collection:** The User can collect SuperShop points after purchasing the services available in the Simple by OTP Group Application. For every HUF 100 of the purchase price paid, 1 SuperShop point is awarded. The SuperShop points that can be issued by Simple and collected by the User for each service in the Simple by OTP Group Application and the conditions for collecting points are set out in the SuperShop Announcement. The collection and issuance of SuperShop Points in the Simple by OTP Group Application is subject to the General Terms and Conditions of Participation of the SuperShop Loyalty Program for Cardholders.
- i) It is not possible to apply for a SuperShop Card with Simple.

264. **Exclusion of liability related to the Loyalty Card services:** 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. The User shall guarantee the appropriate data of the saved Loyalty cards, the Simple excludes its liability for saving wrong or incomplete data and for any and all damages arising from it. The User may modify, edit the data of the Loyalty cards by clicking the appropriate button or menu in the Simple Application. Simple Application does not warn the User for wrong, incomplete data entry.

## COUPONS

265. 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.
266. 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.
267. 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 percentage.
268. 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.
269. 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.
270. The Service Provider is entitled to grant discounts for all Users or by only a given circle or group of the Users or by only given Users.
271. 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.
272. 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.
273. 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.
274. 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.

275. The discount cannot be used after the expiration of the validity time.
276. 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.
277. 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.
278. 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](http://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.
279. 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.
280. It is prohibited to modify, reproduce, duplicate, distribute, counterfeit, sale, trade, offer for sale, advertise the Coupon proofing the right for discount.
281. 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.
282. 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 and 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 in such a way that the User opens here the Coupon, clicks on the three points indicated in the right top corner of the Coupon 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 Coupon. The Service 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.
283. Upon sending the Coupon, the Coupon will be deleted from the Simple account of the sending User and will be displayed in the Simple account of the recipient User.
284. Coupon 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 Coupon. After the registration the Coupon will be displayed in the Simple account of the recipient User. Forwarding of the Coupon from the Simple Application does not follow forwarding of the pdf-link received by the User in e-mail.

## EXPLORER

285. The Explorer is a discount program operated by the Service Provider for Users with the Simple Application, provided that they have provided their optional data (name, phone number, time of birth, gender, primary city and fields of interests) during registration or use of the Simple Application and have consented to the processing of these data for profiling purposes. Users participating in the Explorer program are entitled to offers, benefits and experiences from the Service Provider and from partners offering discounts or offers in the Explorer program and in the Explorer function of the Simple Application (hereinafter referred to as “**Explorer**”). The Explorer program may also offer personalized discounts, offers, benefits and experiences.
286. The User can also terminate participation in the Explorer program by deleting the data provided when entering the Explorer program (under the My personal details submenu of the Dashboard menu) and by withdrawing the given Profiling plus consent (under the Marketing settings submenu of the Dashboard menu). Upon termination of participation in the Explorer program, the User will not lose any points, coupons, and any right to participate in any sweepstakes that he/she may have accumulated up to that point.
287. After the termination of participation in the Explorer program, the User may re-enter the Explorer program at any time in accordance with the provisions of these GTC. Upon re-entry, the User shall not receive again the points, coupons and other benefits and advantages acquired during the first activation.
288. Each offer, discount, coupon, benefit of the Explorer has its own terms and conditions of use, which can be found on the pages of the Simple Application containing the detailed terms and conditions of each offer, discount, coupon, benefit.
289. The data voluntarily provided by Users may be modified by the User at any time, except for the date of birth. The date of birth may be modified only once per calendar year and only if the User has provided an incorrect date of birth for any reason. The Service Provider may decide to provide the User with a coupon, discount or other benefit for all the data and for giving consent to their profiling. If the Service Provider so provides, the User shall not receive coupons or other discounts or benefits obtained when providing the data, if the User changes the data already provided. Once per calendar year, on the occasion of his/her birthday, the User will receive a coupon or other discount or benefit of the amount and type that the Service Provider may determine, provided that he/she has indicated his/her date of birth. The Service Provider shall be entitled to decide in its sole discretion on the nature of the birthday coupon, discount or benefit, and may change it at any time before the User obtains it and may grant a different birthday benefit to each User. The User shall not be entitled to assert any claim against the Service Provider in connection with the birthday coupon, discount or benefit.
290. If the push messages of the Simple Application are enabled by the User, the User may receive system message type notifications related to the Explorer program, in particular, but not limited to greetings, login, expiry of activated offers and coupons, service errors/technical errors.
291. The User will only be informed of offers, discounts, coupons, sweepstakes available in the Explorer program by SMS, email, push message or other electronic channel if he/she has given his/her consent to this.
292. The Service Provider displays partner offers in the Explorer function of the Simple Application, in the Simple Application or sends e-mail, push, in-app messages to the Users participating in the Explorer program, but the Service Provider is not responsible for the content, legality of such partner offers and for any damages or problems caused by the use of third-party products and services. The Service Provider shall not be liable for any complaints from third parties regarding the products and services used by the User through the Explorer program, to the extent permitted by applicable consumer protection legislation, and the User may pursue and file such complaints directly with the third-party partner.
293. The Service Provider is not a party to any third party offers displayed or sent by the Explorer. The offers displayed or sent by third parties in the Explorer are subject to the terms and conditions of use of the third party. The terms and conditions and details of how to use offers and discounts are available on the description pages of each offer within the Explorer prior to use.
294. The eligibility of discounts, offers, coupons available in the Explorer program to be combined with other discounts, offers, vouchers provided to Users is governed by the terms and conditions of each offer.

295. The Service Provider reserves the right to terminate the Explorer program unilaterally by notifying the User. The Service Provider shall not be liable for any compensation in connection with unused coupons, offers, discounts and benefits remaining in the Explorer program.

## **SIMPLE BIT**

296. The Simple Bit Program is available to Users with a Simple account within the Simple System.
297. In the Simple Bit Program, Users receive points (“**Simple Bits**”) for certain payment transactions successfully completed within the Simple by OTP Group Application and on the SimplePay payment interface with a Simple account, as well as for performing certain activities and challenges within the Simple Application, as specified on [www.simple.hu/simplebit](http://www.simple.hu/simplebit). Simple Bits can be redeemed for E-Tickets that entitle participation in promotional sweepstakes and other discounts and offers within the Simple by OTP Group Application’s Simple Bit interface.
298. To acquire Simple Bits through payments on the SimplePay payment interface with a Simple account, the User must be logged into their Simple account. Simple Bits acquired through payments on the SimplePay payment interface can be viewed by the User in the Simple by OTP Group Application and can only be used within the Simple by OTP Group Application.
299. The Service Provider has the exclusive right to determine the conditions for acquiring Simple Bits, i.e., which transactions and activities will provide Users with Simple Bits and in what quantity. The Service Provider publishes the conditions for acquiring Simple Bits on the [www.simple.hu/simplebit](http://www.simple.hu/simplebit) website, which it is entitled to modify from time to time. The Service Provider could also publish the number of Simple Bits that can be obtained through each payment method on the SimplePay payment page when logging into the Simple account.
300. The number and expiration of acquired Simple Bits, as well as the related transaction and Simple Bit history, and E-Tickets are displayed on the Simple by OTP Group Application's Simple Bit interface. Simple Bits do not have a monetary value, cannot be transferred, and cannot be exchanged for cash. Only the User whose Simple account has been credited with the Simple Bit following the successful completion of the qualifying transaction or activity is entitled to use the Simple Bits.
301. The Service Provider reserves the right to delete Simple Bits that have been obtained fraudulently or unlawfully, deny their redemption, and exclude the User from the specific promotions, access to other discounts, or even from the entire Simple Bit Program, or suspend their participation.
302. Users are entitled to exchange Simple Bits for E-Tickets for participation in promotional sweepstakes announced from time to time on the Simple by OTP Group Application's Simple Bit interface. When exchanging Simple Bits for E-Tickets for a specific sweepstake, Users accept the rules of the sweepstake available in the Simple by OTP Group Application and/or on the <https://simple.hu> website. In addition to the specific sweepstake rules, the general conditions for participation are contained in the general terms and conditions for sweepstakes available on the Service Provider's <https://simple.hu/altalanos-nyeremenyjatek-feltetelei/> page (hereinafter: “**ÁNYF**”).
303. The Service Provider has the exclusive right to determine how many Simple Bits are required to acquire each E-Ticket, as well as the maximum number of E-Tickets that can be obtained within each sweepstake.
304. The expiration date of acquired Simple Bits is January 31 of the year following the year of acquisition. Expired Simple Bits will be deleted and can no longer be redeemed for E-Tickets. When Simple Bits are exchanged for E-Tickets, the oldest collected Simple Bits will be used first.
305. The Service Provider, either independently or in collaboration with third-party partners, may periodically offer additional deals, discounts, and coupons to Users within the Simple Bit Program. The conditions for utilizing these offers and discounts, along with all additional information, are available on the Simple by OTP Group Application's Simple Bit interface.
306. The Service Provider is not responsible for the prizes, services, and products that can be won in sweepstakes available in the Simple Bit Program or offered by the Service Provider’s partners. Responsibility for such third-party products and services, as well as any damages or defects caused by their use, lies solely with the

third-party provider/partner. The Service Provider is not considered a contracting party or provider for offers made by third parties, and the terms of use of the respective third party apply to those offers.

- 307. Information regarding data management related to the Simple Bit Program and the sweepstakes conducted therein can be found in the data management information available on the [www.simple.hu](http://www.simple.hu) website.
- 308. The Service Provider reserves the right to unilaterally terminate the Simple Bit Program at any time. In such a case, the Service Provider has no obligation to compensate for any unused Simple Bits within the Simple Bit Program.
- 309. The User can view the number of acquired and used Simple Bits, as well as the challenges, events, and transactions related to their acquisition, within the Simple by OTP Group Application.
- 310. The Service Provider will launch the Simple Bit Program for the first time on the date set out by it in a beta test version and will decide at its discretion which Users can participate in the beta test version at the time of the program's launch. The User cannot make any claims against the Service Provider in this regard.

#### **OTP HEALTH CARE FUND CARD TOP UP**

- 311. OTP Health Care fund Card (OTP HCF Card) balance top up and inquiry function is available in the Wallet function of the Simple System for registered Users, which enables 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 card for the use of 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.
- 312. The following functions are available in the Simple HCF function:
  - a) OTP HCF Card balance top up
  - b) OTP HCF Card balance inquiry
  - c) Saving and storage of OTP HCF Card card number which is available only in Simple by OTP Group Application after publishing the related announcement by Simple.
- 313. 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 will appear on the screen.
- 314. 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.
- 315. After the top up the 92 % of the amount topped up can be used with the User's OTP HCF Card.
- 316. The User can save and store his/her OTP HCF Card number in the Simple by OTP Group Application in a way that the stored OTP HCF Card number will be stored after logging out and if the User logs in from a new device into his/her Simple account, the OTP HCF Card number will be automatically displayed. The User can save the OTP HCF Card number by switching on the related switcher and can switch it out with the same switcher in which case the User needs to enter the OTP HCF Card number again for topping up the card or for starting the balance inquiry.
- 317. 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.

318. 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.
319. 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.

#### **OTP SZÉP CARD BALANCE INQUIRY**

320. OTP SZÉP (Széchenyi Resting Card) issued by the OTP Pénztárszolgáltató és Tanácsadó Zártkörűen Működő Részvénytársaság balance menu is available in Wallet menu of the Simple Application for registered Users, through which those natural persons having OTP SZÉP card and registered in the Simple System can inquire his/her OTP SZÉP card balance.
321. Saving and storage of OTP HCF Card card number is available in the same menu which is available only in Simple by OTP Group Application after publishing the related announcement by Simple.
322. In case of inquiry of OTP SZÉP Card balance the User enters the OTP SZÉP balance menu of Wallett and enters his OTP SZÉP card number to be inquired and after that the freely usable balance of the User's OTP SZÉP card will appear on the screen.
323. The User can save and store his/her OTP SZÉP Card number in the Simple by OTP Group Application in a way that the stored OTP SZÉP Card number will be stored after logging out and if the User logs in from a new device into his/her Simple account, the OTP SZÉP Card number will be automatically displayed. The User can save the OTP SZÉP Card number by switching on the related switcher and can switch it out with the same switcher in which case the User needs to enter the OTP SZÉP Card number again for starting the balance inquiry.
324. The other conditions related to the OTP SZÉP card are stipulated in the OTP SZÉP card's rules, general terms and conditions and other policies which the User accepted as binding during the request for OTP SZÉP card.
325. The Service provider excludes his liability in connection with any use and usability of the OTP SZÉP card and the amount available thereon, he is not liable for the appropriate and correct nature of the OTP SZÉP card balance presented during the use of the OTP SZÉP card balance inquiry function, the OTP Pénztárszolgáltató Zrt. is fully responsible for that.
326. The User shall keep the OTP SZÉP card number in safe and he is obliged to announce its loss or its use by incompetent persons to the Service provider immediately.

#### **CHEQUE PAYMENT**

##### **Cheque payment function available in Simple Classic Application:**

327. 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.
328. 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.
329. The User may use the Cheque Payment service after registering in the Simple System.

330. 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.
331. The User is not able to store or save the scanned Cheque data in the Simple Classic Application, 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 Classic Application for future payment.
332. 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.
333. 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.
334. 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.
335. 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 not processable codes, for the accuracy of scanned data, and for inefficient operation of the Cheque Payment service caused by these issues.
336. 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.
337. 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.
338. 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.
339. 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.
340. 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.



341. 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.
342. 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.
343. 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:
- a) whether the amount paid is received by the third party within the time limit for payment;
  - b) the day by which the third-party charges interest or penalty; as well as
  - c) 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.

344. 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.
345. 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.

#### **Cheque payment in Simple by OTP Group Application**

346. The services described herein are available only in the Simple by OTP Group Application, these needs the downloading and running of the Simple by OTP Group Application. The Users using Simple Application are informed about this fact in a message within the Simple Application.
347. The Service Provider switches on the services described in this section at the time decided in its own discretion; about which the Service Provider informs the Users in Notice or in other similar way in advance.
348. The above functions described in sections 327-375 herein are also available in the Simple by OTP Group Application as same as in the Simple Application.
349. The Service Provider provides the services detailed in this section based on an outsourcing contract with Magyar Posta Zrt., and the provisions outlined in –section 346-350 apply with the deviations defined here in accordance with the relevant provisions in section 357-345.
350. The condition of the use of the functions under the present section is the acceptance of the Post GTC by the User via ticking a checkbox or in a similar way.

#### **A) Managing cheque with partial data**

351. The following cheque can be read within this function:
- a) if only the field amount to be paid is not completed; or
  - b) amount payable, name, postal code, address (town, street, house number, floor, door) of the client or ID number of the payment are missing;

- c) amount payable, name, postal code, address (town, street, house number, floor, door) of the client are missing.
352. In case of the above point a), the User reads the Postal code on the Cheque, after which the data of the Cheque are loading except for the payable amount which the User completes manually. After clicking the “Further to payment” button the data of the Cheque are displayed. After this the User can decide on whether he/she wants to pay the Cheque right now or saves the Cheque for later payment. If the User chooses to pay it instantly, he/she can elaborate it through the Simple by OTP Group Application in a way defined in sections 346-362 above. After the payment the User receives a confirmation about the successful or unsuccessful payment. If the User chooses to save the Cheque for the purpose of a later payment, the process continues in the process in point B) for save of the Cheque.
353. In case of the above point b), the User reads the Postal code on the Cheque after which the name of the Issuer and the notice of the issuer are loaded, the other missing data are completed manually by the User in the Simple by OTP Group Application or via choosing a previous cheque and data are loaded from there. If the User chooses the manual completion of the data, he/she must complete the payable amount, name, postal code, address (town, street, house number, floor, door) of the client. If the Cheque contains the ID number of the payment, completion of this is mandatory. Client notice field may be completed optionally. If the User chooses to load the data from previous cheque, he/she clicks on “Choosing previous cheque” button and Cheques paid earlier to the same Issuer are displayed for which the User chooses the Cheque to be loaded. The data of this Cheque are loaded to the Simple by OTP Group Application, which the User checks and corrects if it is necessary or completes the missing fields manually. After that by clicking the “Further to payment” button the data of the Cheque are displayed. After that the User can decide on whether he/she wants to pay the Cheque right now or saves the Cheque for later payment. If the User chooses to pay it instantly, he/she can elaborate it through the Simple by OTP Group Application in a way defined in sections –346-362 above. After the payment the User receives a confirmation about the successful or unsuccessful payment. If the User chooses to save the Cheque for the purpose of a later payment, the process continues in the process in point B) for save of the Cheque.
354. In case of point c) the process is identical with the process indicated in point b) with the difference that in case of point c) the User is not allowed to type the ID number of the payment. However, if the Postal code contains it, it will be loaded and displayed.

#### **B) Save of the Cheque**

355. The User is able to save the Cheque for the purpose of later payment before or after the payment. The User can set a payment deadline for the saved Cheque by manually entering the data and allow a reminder notification of the payment deadline to be sent, the User can also set the time of sending the reminder. By clicking on the reminder push message, the User will later be able to start the process of payment of the Cheque. The Service Provider shall not be liable for any damage resulting from the User's failure to set a payment deadline, setting a wrong or incorrect payment deadline, failure to set a payment reminder, setting wrong/incorrect payment reminder or if the User misses the deadline for payment of the Cheque for any reason.
356. In both cases the data of Cheque read by the Postal code and data completed by the User are saved.
357. In case of saving the Cheque before payment, the payment process is not initiated, the User may pay it later in a time chosen by the User.
358. If the User has already saved the Cheque, it is not saved again.
359. During the Cheque saving process the User must name the saved Cheque.
360. The User may search among the saved Cheques filtered by the Issuer of the Cheque and by the name of the Cheque given by the User.

#### **C) Management of the paid Cheques**

361. The Cheques read and paid in Simple by OTP Group Application by the User are available in the Simple by OTP Group Application. In case of the Cheque with missing information described in point A) and already

paid, the Service provider saves the Cheque data completed by the User attached to the given transaction and then the User may choose them during the reading of another Cheque via Postal code and may load their data.

362. The User is able to search the saved paid Cheques by name of the Issuer of the Cheque.

### **SIMPLE SOCIAL FUNCTION**

363. 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.

364. 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.

365. 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.

366. 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.

367. 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.

368. 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.

369. 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.

370. 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.

371. 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 accept it, the other inviting User will disappear from the friend's list or he/she will not indicated there after 24 hours.

372. 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.

373. 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.
374. 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.
375. 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.
376. Only one Facebook account can be connected to one Simple account, it is not possible to connect more Facebook account to one Simple account.

#### **PARTNER FINDER**

377. By clicking on the Partner Finding card available in the Simple Application, Users can check which purchase conducted at merchants that have a contract with Simple by using Simple's SimplePay and SimpleBusiness services can the User pay by using SimplePay and SimpleBusiness services of Simple. The list of SimplePay, SimpleBusiness partner merchants displayed in the Partner Finder is not exhaustive, but only those merchants who have agreed to be displayed in the Partner Finder. The merchant data and contact details displayed in the Partner Finder are based on the data provided by the merchants, and Simple excludes any liability for their completeness, accuracy or suitability.
378. The Partner Finder may also include offers, coupons, discounts and other benefits (hereinafter referred to as "**Discounts**") available to the User from certain merchants, which the User may use when shopping at the respective merchant. These Discounts shall be provided to the User by the relevant Merchant, and the conditions for the use of the Discount shall be determined by the Merchant. Simple excludes any liability in connection with these Discounts, their eligibility and conditions.

#### **BANK ACCOUNT NUMBER FOR PAYMENT REQUEST**

379. In the Simple Application, under My Bank Account Numbers menu, Users can access the possibility related to Payment Requests, that if the User purchases from a merchant who has a contract with Simple for the SimplePay or Simple Business Service, where the purchase is paid by bank transfer via Payment Request, the SimplePay System will use the User's bank account number recorded and stored in the Simple System to process the Payment Request. The User can enter his bank account number in the Wallet menu in the Simple Application and, in the case of multiple bank account numbers, if this function is available, he can indicate which bank account number is the primary bank account for the Payment Request, i.e. from which bank account number he wishes to make the transfer. A Payment Request can only be executed if the Payment Request is supported by the User's account bank. Simple will notify the User of the Payment Request via the e-mail address registered in the Simple Application and via push message. The User may delete and modify the bank account number recorded here at any time. The User can view the transactions and details of the transactions concerned by the Payment Request in the Simple Application under My Transactions menu.

#### **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**

380. We request our dear Users to read carefully this information before purchasing Parking tickets or e-Vignette services or other services available in the Simple System and to purchase or use 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:**

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

382. **Service Provider's seat, postal address, phone number, electronic mailing address:** see point 4 of the present GTC.

383. **Relevant properties of the services:**

- a) 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.
- b) 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.
- c) In case of purchase of Transport mobile ticket, the relevant properties of the Transport mobile tickets shall be found on the data sheet available under Transport mobile ticket menu item in the Simple System.
- d) In case of joining the Car Towing insurance the relevant properties of the Car Towing insurance shall be found in the Groupama Insurance Terms and Conditions and Groupama Product Fiche available in the Insurance menu of the Simple System.
- e) In case of joining the Device insurance the relevant properties of the Device insurance shall be found in the Magyar Posta Biztosító Zrt's Customer Notification and general terms and conditions and Product Fiche available in the Insurance menu of the Simple System.

384. **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 Transport mobile tickets under Transport mobile ticket menu item, in case of Insurance under the Insurance 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.

385. **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.

386. **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.

387. **The conditions of the performance, especially about the payment and settlement deadline and about the method of complaint handling by the company:**

- a) The payment and the delivery of the purchased service (E-Vignette, Parking ticket, Transport mobile ticket, Insurance) to the registered user account of the User in the Simple Application happens practically in real time, immediately. If the physical delivery of the aforementioned 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.

- b) The User, by means of the payment methods under the present GTC, settles the offset of the service immediately after ordering.
- c) The User may submit the complaints against the Service Provider according to sections 416-423 of the present GTC, the Service provider proceeds on them according to the above provisions.
- d) In case of purchase E-Vignette, Parking ticket, Transport mobile ticket this GTC contains special complaint management provisions which shall apply as a complement to the general rules.
- e) For the complaint related to Insurances the given insurance company's complaint management rules shall apply.
- f) For complaints concerning Cheque payment and the Posta GTC the Users may turn to the customer service of Magyar Posta Zrt indicated in the Posta GTC, the Posta GTC and complaint management policies of Magyar Posta Zrt. shall apply to this complaint.

**388. About the Consumer's right of cancellation and termination:**

- a) 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.
- b) With regard to the right of cancellation and termination, User under the present clause shall be interpreted exclusively as consumer according to the law.
- c) The purchase may be interrupted at any time before clicking on the "Payment" or the "Order with payment obligation" button without consequences.
- d) In case of Transport mobile ticket the right for cancellation can be exercised in the following way:
  - i) The user is entitled to re-exchange the purchased Transport mobile ticket within 2 minutes from the time of the successful purchase transaction. In this case, the purchase price of the given Transport mobile ticket will be paid back to the User.
  - ii) Furthermore, the Transport mobile ticket can be re-exchanged until the starting date of its validity period at any time. If the starting date of the validity period cannot be determined (for example in case of Budapest airport ticket), the starting time of the validity period is immediate, therefore the Transport mobile ticket can be re-exchanged only within the aforementioned 2 minutes long period of time. In case of such a lawful re-exchange the User receives the purchase price paid.
- e) In case of joining the Car Towing and Device insurance the User, pursuant to Article 6 (3) of Act XXV of 2005, is entitled to terminate the contract unilaterally with immediate effect within 14 days from the day when the contract was concluded provided that no services were provided between joining the insurance and terminating the contract unilaterally. The Consumer may exercise the right to terminate the contract unilaterally in the Simple System by clicking on the Termination menu entry in the Insurance menu within the above deadline. By clicking on the Termination button, the Car Towing insurance contract and insurance company's undertaking and risk-taking are terminated.

**389. General provisions on the right of cancellation and termination:**

- a) The consumer User 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](mailto: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.

- b) 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.
- c) 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.
- d) 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.
- e) 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.

### **390. Legal obligations on warranty**

- a) 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.

- b) 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.

- c) 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.

- d) Against whom the User may enforce his warranty claim?

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

- e) 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.

### **391. Legal obligations on product guarantee**

- a) 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.

- b) 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.

- c) 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.

- d) 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.

- e) Against whom 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.

- f) 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.

### **392. Customer and other services; 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. Sections 416-423 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.



**393. 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.

**394. 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 condition of the termination is contained in the present GTC.

**395. In case of a fix-term contract which may transform to a contract for an indefinite period, 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.

**396. The fee of contractual goods and services is tailor-made for the consumer based on automated decision making: no automated decision making applies.**

**397. The shortest duration of the consumer's obligation under the present contract**

It adjusts to the duration of the services.

**398. 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.

**399. The operation of the goods containing digital elements, digital content and digital services 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.

**400. The compatibility and interoperability of the goods containing digital elements, digital content and digital services 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) with iOS and Android operation system on the versions determined herein.

**401. 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 sections 416-423 of the present GTC which general complaint management rules are complemented with special complaint management provisions for given services. The Service Provider shall make every endeavour 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.

**402. 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 first floor 111, postal address: 1253 Budapest POB: 10, e-mail: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu); phone number: +36 (1) 488 21 31, website: <https://bekeltet.bkik.hu>.

**403. About the possibility of addressing the Financial Arbitration Board:**

a) 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, supporting money transfer herein, where the Service Provider acts as tied agent under Hpt. 10. § (1) ab) and regarding the Car Towing and Device Insurance services herein where the Service Provider acts as tide insurance agent according to section a) (1) 34 of the Act LXXXVIII of 2014 on insurances (Bit) 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. The competency of the Financial Arbitration Board does not cover any other services available in the Simple System, the User may turn with his/her complaint on those other services to the conciliation body mentioned in the previous section herein.

b) 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>.

c) Financial Arbitration Board is available under the seat 1013 Budapest, Krisztina krt 55, mailing address: Financial Arbitration Board H-1525 Budapest, Pf.172, customer service: 1122 Budapest, Krisztina krt. 6.; phone number: 06 1 489 9700, 06-80-203-776; e-mail address: [ugyfelszolgalat@mnb.hu](mailto:ugyfelszolgalat@mnb.hu), location of hearings: 1133 Budapest, Váci út 76.

d) 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.

**404. The language of the contract, the prior notice, handling of complaints, customer service administration and communication with the User shall be Hungarian.**

**PROVISIONS RELATED TO THE PAYMENT**

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

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

- a) Invoices about the purchases completed in e-Vignette, Parking services and Transport mobile tickets can be requested in the Simple Application right before choosing a payment method, on the same screen as the payment methods. In case of Transport mobile tickets there could be restrictions on invoices for Transport mobile tickets supported with social policy discounts. In case of invoices requested in the purchases in the e-Vignette, Transport mobile ticket services the Service Provider issues immediately and sends it to the User's e-mail address registered in the Simple System in the form of an electronic invoice.

In the above case, 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 30 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 30 days from the purchase according to the above-mentioned legal provisions.

- b) Regarding invoices requested about Parking, the invoice shall be issued and sent by the 8<sup>th</sup> calendar day of the next calendar month as an electronic invoice to the e-mail address registered by User in the Simple System.
407. Any error occurred in course of the payment process shall be denoted at the customer service of the Service Provider.

### **Rules of bankcard payment**

408. 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.
409. 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. For security reasons, in the versions No. 3.62.1 or higher of the Simple Classic Application, in the versions No. 1.19.0 or higher of the Simple by OTP Group Application, the CVC/CVV code must be re-entered the first time the User makes a payment on the device. Three incorrect entries of the CVC/CVV code will render the card inactive. The User may pay by a bankcard which is not registered to the Simple System.
410. 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.
411. 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 CVC/CVV code 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.
412. Registration of bankcards is possible in the downloaded Simple application.
413. Payment with OTP Cafeteria Card in the Simple System is not possible.

### **REQUESTING AN INVOICE AND ISSUING RECEIPTS**

414. In case the User would like to receive an invoice of the purchase for the, Parking, E-Vignette, Transport mobile ticket services where the Service provider sells the products/services as a distributor in its own name and on its own behalf, she/he may ask it from the Service Provider by giving his invoicing data in the Simple Application. If the User does not require an invoice, the Service provider automatically issues a receipt in those cases at the latest from the date when the legal provisions require the issuance of the receipt.
415. 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**

416. 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:

- a) Address of the announcement of written complaints:
- Seat of the Service Provider: 1138 Budapest, Váci út 135-139- building B floor 5.
  - Address of the Service Provider: 1138 Budapest, Váci út 135-139- building B floor 5.
  - E-mail address of the Service Provider: [ugyfelszolgalat@simple.hu](mailto:ugyfelszolgalat@simple.hu)

b) Address of the announcement of verbal complaints:

- In person, at the seat of the Service Provider: 1138 Budapest, Váci út 135-139- building B floor 5. Verbal complaint may be made personally on working days between 9:00 AM and 4:00 PM:
  - o verbally and in writing; or
  - o through documents submitted by another person; or
  - o through an authorized representative.

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.

- 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.

417. 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.

418. 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 five years.

419. 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.

420. 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.

421. 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. I. em. 111.; 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 with countrywide competency. 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: <https://kormanyhivatalok.hu/>

422. Furthermore, according to Article 14 of the EU Regulation No. 524/2013 the Service Provider hereby informs the User that they are entitled to initiate the dispute resolution with the Service Provider on the online dispute resolution platform available online under the following URL address: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=HU>

423. Users may submit complaints regarding the appropriateness of the advertisements displayed in the Simple Application and the age rating of the advertisements the customer service at the contact details indicated above.

## **DATA PROCESSING**

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

## **TECHNICAL REQUIREMENTS**

425. In order to use the Simple System and Simple Classic Application, Simple by OTP Group Application, there are minimal system requirements of the Mobile Device specified in a separate Announcement. The Service Provider shall publish these current minimal system requirements and any changes thereto in an Announcement available on its Website.

## **OWNERSHIP, COPYRIGHT**

426. 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.
427. Any use of the Simple System and any authorization of the use thereof are prohibited without the license of the Service Provider.
428. 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.
429. The User is not allowed to take such measures or demean 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.
430. 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.
431. 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**

432. 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**

433. 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.

- 434. 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 this GTC. 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.
- 435. 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.
- 436. 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.
- 437. 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.
- 438. 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.
- 439. 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.
- 440. 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.
- 441. 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.
- 442. 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.

#### **License control**

- 443. 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.
- 444. 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.

#### **Trademarks**

- 445. 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

446. 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.

447. 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.
448. 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.
449. 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.
450. 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.
451. 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).
452. 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.
453. 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.
454. 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.
455. 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.
456. 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.

457. 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.
458. 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.
459. 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.
460. Furthermore, the Service Provider is not liable for any damages or consequences which are arisen from that the User's username or password necessary for the access to the Simple System are stolen, abstracted, unlawfully obtained in other way or lost by the User.
461. 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.

#### **MAINTENANCE OF THE SIMPLE SYSTEM**

462. 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.
463. 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.

464. 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).
465. 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.

466. The Service Provider 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**

467. 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.

468. 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 8<sup>th</sup> 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.

469. The Service Provider prepares a summary about the essential provisions of the modification of the GTC which publishes on the Website and in the Simple Application simultaneously with the publication of the GTC. Until the aforementioned effective date the User can decide on whether he/she agrees with the provisions of the modified GTC.

470. If the User does not agree with the modification of the GTC, he/she is entitled to terminate his/her contract with the Service Provider within 8 days from the publication date via sending a letter to the Service Provider; or he/she is entitled to initiate the deletion of his/her Simple Account at the Service Provider which is equal to termination of the contract.

If the User does not exercise his/her termination rights and/or does not request to delete his/her Simple Account at the Service Provider, it shall be deemed as an implied accepting action with which the User accepts the modifications of the GTC.

471. In extraordinary cases, based on compelling legitimate grounds, the Service Provider may publish the modification of the GTC with immediate effect upon publication. Such compelling legitimate grounds may include the following:

- a. If the security, confidentiality, integrity or availability of the Simple System, Simple Application, the Simple Accounts registered therein or the personal data stored therein is compromised or there is a threat thereof or a reasonable suspicion thereof, to restore security;
- b. If there is a mass fraud or reasonable risk or suspicion of mass fraud against Users, to prevent, deter or remedy the consequences of the fraud;
- c. If the Service Provider suffers significant damage to property or there is a reasonable risk of such damage.

In such a case, the User shall have the above right of termination for a period of 8 days from the date of entry into force.

## **TERMINATION OF THE AGREEMENT**

472. 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.
473. 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.
474. 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.
475. The Parties are entitled to terminate the agreement under the present GTC by mutual consent in writing at any time.
476. The Parties concluded the agreement under the present GTC for an indefinite period.
477. 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.
478. If the fulfilment of the present GTC becomes impossible because of such circumstances or reason for which neither of the Parties are liable and which are out of the control of the party and which the party could not foresee when entering into the contract and fulfilling the contract and which the party was not able to avoid or prevent (hereinafter referred to as: Force majeure), the present GTC ceases to exist between the Parties. In this case the parties shall account with each other, and the fee of the services provided before the termination of the contract shall be returned. If the party has already paid for the services but the services has not been fulfilled, the fee shall be returned. Particularly the following shall be deemed as Force majeure according to this GTC:
- a) Natural disaster, in particular fire, earthquake, flood, windstorm, bolt,
  - b) War, revolution, sabotage, rebellion
  - c) Export, import prohibitions, boycott, embargo, restrictions and prohibitions by the law introduced after the conclusion of the contract
  - d) Deny or delay of licenses, authority actions out of the control of the Service Provider, strike, outbreak of public and utility, telecommunication, communication services
  - e) Malicious attacks against the Service Provider's IT system
  - f) Epidemic.

## **MISCELLANEOUS PROVISIONS**

479. If any provision of the present agreement is void or became void, this void provision does not affect the other provisions of the agreement.
480. 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.
481. 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.
482. 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.

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

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

## ANTI-CORRUPTION PROVISIONS

485. **For the purposes of this Chapter:**

- a) **Banking Group:** the totality of the undertakings constituted by OTP Bank Plc, its subsidiaries and all undertakings in which OTP Bank Plc or its subsidiaries have a controlling influence or a participation pursuant to Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises (Hpt.).
- b) **Anti-Corruption Legislation:** Anti-corruption laws applicable in any jurisdiction include regulations related to bribery, corruption, and anti-money laundering. These laws encompass mandatory provisions, court decisions, and administrative rulings. Notably, they refer to: a) the United Nations Convention against Corruption (Law No. CXXXIV of 2005); b) provisions in the Treaty on the Functioning of the European Union; c) the European Communities' Convention on Combating Corruption Involving Officials of the European Union and Officials of the Member States; d) The Council Framework Decision (July 22, 2003) on combating corruption in the private sector; e) Council Decision 2008/852/IB (October 24, 2008) establishing a network of anti-corruption contact points; f) The Criminal Code (Act No. C of 2012); g) the Act XXV of 2023 on Complaints, Whistleblowing, and Rules Related to Reporting Abuses or any relevant provisions replacing the listed laws.
- c) **Anti-Corruption Policy:** the Anti-Corruption Policy of OTP Bank Nyrt., which is available on the website of OTP Bank Nyrt. [at https://www.otpbank.hu/static/portal/sw/file/Korruptcioellenes\\_Politika.pdf](https://www.otpbank.hu/static/portal/sw/file/Korruptcioellenes_Politika.pdf) and which is applicable to the Service Provider as the legal entity of OTP Bank Nyrt. Banking Group.
- d) **Person performing a public function:** (a) an officer, official or employee of a government or of any of its ministries, government departments, authorities or bodies (legislative, administrative or judicial) assisting it in its work, (b) an officer, official or employee of a regional government body, (c) an officer, official or employee of a public international organisation; (d) a person acting in an official capacity or in a public capacity on behalf of or for the benefit of a government or a ministry, government department, public authority or an organisation assisting it, regional government body or public international organisation; (e) an officer of a political party (or a political party itself); (f) a candidate for government office; (g) an international organisation (e.g. (g) officials of international organisations (e.g. the United Nations or the World Bank); (h) persons who have functional authority as officials but are not actually employed by the government; (i) consultants and special advisers to governments or public officials; and (j) officials and employees of state-owned enterprises and institutions (including business enterprises), including, inter alia, hospitals, health care facilities and universities.

486. The User declares that it is aware of and complies with the Anti-Corruption Policy and the Anti-Corruption Legislation and that it will comply with its obligations and enforce them with its employees and business partners.

487. The User shall immediately notify the Service Provider in writing of any charges brought against the User for violation of anti-corruption legislation.

488. The User undertakes to

- a) not to use any amount paid to him/her by the Service Provider or any member of the Banking Group, or any other remuneration, for any purpose in violation of the Anti-Corruption Legislation;
- b) not make, or have made, any direct or indirect offer or payment of any remuneration, payment or other payment to any person performing a public function for the purpose of influencing or causing the influence of a decision of a public body;
- c) provide the Service Provider, upon written request to that effect, within 5 days with information on the use made by the Service Provider of remuneration and any other payment received from any member of the Banking Group.

489. The Service Provider shall be entitled to terminate the Contract with immediate effect if the User's declaration under the anti-corruption provisions of the Contract, at the time of making it or at any time during the term of the Contract with the Service Provider, is (a) incorrect, (b) untrue, or (c) misleading, or if the User fails to comply with any of its obligations under the anti-corruption provisions of the Contract.

**Annex:**

Annex 1: Service charges announcement

**ANNOUNCEMENT – SERVICE CHARGES****TRANSPORT MOBILE TICKETS AND THEIR PRICE AVAILABLE FOR SALE IN THE SIMPLE APPLICATION**

They are indicated on the bkk.hu website and in the menu BKK Transport mobile ticket and Transport Mobile ticket of Simple Application.

**CAR TOWING INSURANCE PACKAGES AVAILABLE IN THE SIMPLE SYSTEM, THEIR PREMIUMS AND THE RELEVANT PROPERTIES OF THE INDIVIDUAL PACKAGES****CAR TOWING INSURANCE PACKAGES AVAILABLE IN THE SIMPLE SYSTEM, THEIR PREMIUMS FROM 24:00 OF AUGUST 2023 to 24:00 OF 04 DECEMBER 2024:**

Insurance product		Insurance premium	
Name	Package	Type	Amount
Simple Motor Vehicle Car Towing insurance No. GB 342	Base	One-time	6.590 Ft
	Comfort		10.490 Ft
	Premium		19.790 Ft
	Base package within 24 hours from purchasing an e-Vignette		5.931 Ft
	Comfort package within 24 hours from purchasing an e-Vignette		9.441 Ft
	Premium package within 24 hours from purchasing an e-Vignette		17.811 Ft

**CAR TOWING INSURANCE PACKAGES AVAILABLE IN THE SIMPLE SYSTEM, THEIR PREMIUMS FROM 00:01 OF 05 DECEMBER 2024:**

Insurance product		Insurance premium	
Name	Package	Type	Amount
Simple Motor Vehicle Car Towing insurance No. GB 342	Base	One-time	14.990 Ft
	Comfort		20.690 Ft
	Premium		39.900 Ft
	Base package within 24 hours from purchasing an e-Vignette		8.994 Ft
	Comfort package within 24 hours from purchasing an e-Vignette		12.414 Ft
	Premium package within 24 hours from purchasing an e-Vignette		23.940 Ft

**THE RELEVANT PROPERTIES OF THE INDIVIDUAL PACKAGES**

In case of contracts to be concluded after 15 December 2021:

- a) Every insurance package can be used for passenger cars, the Car Towing insurance cannot be used for truck vehicles.

- b) The Car Towing insurance cannot be used for freight transport, taxi and rent vehicles, including all passenger cars, which are commercially used for freight transport, passenger transport or based on long- or short-term rental.
- c) The Car Towing insurance cannot be used for passenger cars with temporary licence plate.
- d) The vehicles adapted for the transport of disabled persons are exceptions of the excluded vehicles, Car Towing insurance can be concluded for them.
- e) The Car Towing insurance does not cover damages caused by rodential animals. Therefore, we suggest keeping attention when you choose the parking place of the vehicle.
- f) In Premium Package towing will be restricted in the way detailed below.

### **BASE INSURANCE PACKAGE**

If the risk materialises Groupama provides the following services:

Towing	50 km
On-site assistance:	
Charging battery	✓
Changing wheels	✓
Towing	✓

In the framework of on-site assistance, we charge the battery of your car or change the wheels that have a flat tire. In case there is a bigger problem, we tow your car to an address provided by you within a 50 kilometres radius, for example to your home or to a repairer.

If the repairer is closed and cannot accept your car, we take care of its safe storage. It is important that in the latter case we only cover the towing expenses, the costs of repair must be paid by you.

It might be the case that repairing your car takes a longer period of time. If you request so, we arrange accommodation or an alternative travel option for you and for the persons travelling with you. You can also decide to go home instead and have someone pick up the car later, we are also at your disposal when arranging so. It is important, however, that we do not cover the costs of the accommodation or the costs of travelling in neither of these cases, those must be paid by you.

You may use the services of the package in Hungary, once a year.

### **COMFORT INSURANCE PACKAGE**

If the risk materialises Groupama provides the following services:

Towing	✓
Reimbursement	
Accommodation	✓
Taxi	✓
Travelling home or to another destination	50 000 Ft
On-site assistance	
Charging battery	✓
Changing wheels	✓

You can use the services of the package in Hungary on an unlimited number of occasions. In the framework of on-site assistance, we charge the battery of your car or change the wheels that have a flat tire. In case there is a bigger problem, we tow your car to an address provided by you, for example to your home or to a repairer.

We tow your car from any country of Europe to home in Hungary and to a place you indicated in Hungary. We help you find the closest repairer which is able to accept your car or help you store it in case the repairer is not open at the time. If you decide to have your car repaired immediately, the costs of the repair must be paid by you.

In the framework of the Comfort package, we arrange accommodation for you and cover its expenses to a limit of 15 000 Ft/person/night. If you decide to go home or travel to another destination instead, we cover the expenses thereof to a limit of 50 000 Ft. If you do not request accommodation and you are also assisted in travelling, we cover those expenses that arise when someone has to pick up the repaired car to a limit of 30 000 Ft. Calling helplines or taking a taxi are not free either, so we also pay for these to a limit of 15 000 Ft in total.

### **PREMIUM INSURANCE PACKAGE**

If the risk materialises Groupama provides the following services:

Towing	✓
Reimbursement	
Accommodation	✓
Taxi	✓
Travelling home or to another location	125 000 Ft
Tire service	17 500 Ft
On-site assistance	
Charging battery	✓
Changing wheels	✓
Replacement car abroad	✓

You can use the services of this package both in Hungary and abroad on an unlimited number of occasions. In the framework of on-site assistance, we charge the battery of your car or change the wheels that have a flat tire and cover the costs of tire service to a limit of 17 500 Ft. If there is a bigger problem and your car cannot be repaired on site, we tow it to the address provided by you, for example to your home or a repairer of your choice.

We tow your car home in Hungary from any European country, and we also take it to the location of your choice within Hungary maximum 2 times a year and up to HUF 400 000/damage event. We help you find the closest repairer where your car is accepted, or we help you store it safely if the repairer is not open at the time. If you decide to have your car repaired immediately, the costs of the repair must be paid by you.

In the framework of the Premium package, we arrange accommodation for you and cover its expenses to a limit of 15 000 Ft/person/night. If you decide to go home or travel to another destination instead, we cover the expenses thereof to a limit of 125 000 Ft. If you do not request accommodation and you are also assisted in travelling, we cover those expenses that arise when someone has to pick up the repaired car to a limit of 75 000 Ft. Calling helplines or taking a taxi are not free either, so we also pay for these to a limit of 15 000 Ft in total. You can also rent a car abroad the costs of which we cover for a maximum of 3 days.

**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: SimplePay Plc.

1138 Budapest, Váci út 135-139- B. ép. 5.em.

e-mail: [ugyfelszolgalat@simple.hu](mailto: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...



## **Information on Cancellation/Termination**

### **Right of Cancellation/Termination**

You are entitled to rescind the contract within 14 days. Without justification. Likewise, if the performance of the contract has been started in case of a contract for services, you are entitled to terminate the contract for the future within 14 days.

The deadline for rescission/termination of the contract expires after 14 days calculated from the day of conclusion of the contract in case of contracts for services.

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: SimplePay Plc., seat: 1138 Budapest, Váci út 135-139- B. ép. 5.em.; 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.

You exercise your right for rescission/termination if you send your statement for rescission/termination before the expiration of the above indicated deadline.

### **Legal consequences of rescission/termination of the contract**

If you rescind this agreement, we refund all payments (including the fee of delivery but except of the extra costs arisen because you chose the delivery method other than the cheapest one offered by us) fulfilled by you immediately but not later than within 14 days calculated from the receipt of your statement. During the refund we apply the payment method identical to your original payment method except that you grant expressed consent to another payment method; you are not obliged to pay any extra costs because of this other payment method.

If you requested that we start the provision of the services within the termination period, if you terminate the agreement, you are obliged to reimburse the pro rata fees for the period until the date of termination of the contract. Likewise, we refund that part of the fees paid by you which exceeds the fees of the services we provided.