

GENERAL TERMS AND CONDITIONS

Data reporting by tax return intermediaries and related location services

Effective from 1 January 2026

1. INTRODUCTORY PROVISIONS

- 1.1. The purpose of these General Terms and Conditions is to regulate the performance of location determination tasks provided to the Customer by Setech Flotta Kft. (hereinafter: **Reporting Agent** or **Service Provider**) on behalf of the Customer, and, on that basis, the Customer's data reporting/declaration obligation as a Party Obligated to Pay Fees under the Toll Act to Magyar Közút Nonprofit Zrt. (hereinafter: **MK** or **Universal Toll Service Provider**) on behalf of the Customer: **Data Reporting** or **Road Use Data Reporting**; the performance of location determination tasks and Road Use Data Reporting shall hereinafter be referred to collectively as: **service**).
- 1.2. A **Specific Contract** has been concluded between the Customer and the Service Provider regarding the service, to which these General Terms and Conditions (hereinafter referred to as **GTC** or **these GTC**) form an integral part. When and if these GTC contain references to the legal relationship between the Service Provider and the Customer, this contract or these GTC, they shall in all cases be understood to refer to the entire contract formed by the Individual Contract and these GTC. These GTC regulate the conditions relating to the service and its use, the rights and obligations of the Parties and the essential circumstances relating to the service.
- 1.3. Setech Flotta Kft. provides location tracking services to partners with whom it has a contractual relationship or is entering into a contractual relationship, provided that they have the On-Board Device specified below, which was provided to them by Setech Flotta Kft. or which Setech Flotta Kft. has incorporated into its service IT system – location tracking based on data sent to the IT system of Setech Flotta Kft. by the On-Board Device installed in the Vehicle.

Setech Flotta Kft. has entered into a contract with the Universal Toll Service Provider to perform the tasks of a Declaration Agent in accordance with the Toll Act and the regulations issued for its implementation. The contracted Declaration Agent is entitled to perform its declaration agent activities from the Start Date specified in the connection licence issued by the Universal Toll Service Provider.
- 1.4. The Customer, as the Party Obligated to Pay Fees, is entitled to perform the tasks of a Declaration Agent on behalf of its vehicles registered with the Hungarian Motor Vehicle Registration Authority () that are subject to tolls and travel on Tollable Elementary Road Sections owned or operated by it, in respect of the toll payable for

the use of motorways, motorways and main roads, which came into force on 1 July 2013 (hereinafter: Toll Act).

1.5. Based on the provisions of the Toll Act:

- a. Road use authorisation must be obtained for the use of Tollable Road Sections by Tollable Motor Vehicles;
- b. the operator of the motor vehicle is primarily responsible for ensuring that the Toll-Paying Motor Vehicle has Road Use Rights when travelling on public roads;
- c. road use rights exist with a Toll Service Provider obliged to pay fees (including the Universal Toll Service Provider) for the duration of the contract concluded for the submission of declarations to the Toll Collector and the payment of tolls in accordance with the Toll Act, provided that the Road User fulfils its legal obligations in connection with the declaration;
- d. The Road User may use a Declaration Agent in order to fulfil their declaration obligation to the Toll Service Provider (including the Universal Toll Service Provider) through a Declaration Agent contracted by the Toll Service Provider, by transmitting the data recorded by the On-Board Device. /Toll Act, Sections 3(1) and (6), 6(1)(b) and 6(8)/

2. TERMS OF SERVICE

2.1. A prerequisite for using the service is that the Customer has, in relation to the toll-liable Vehicles operated by it and covered by these GTC, an On-Board Device that is suitable for supporting electronic toll collection activities, professionally installed and properly operated On-Board Unit suitable for collecting, storing, processing and remotely receiving/transmitting the data necessary for electronic toll collection operations in Hungary (On-Board Unit or OBU), and which On-Board Unit

- a) transmits the data directly to the Service Provider's Processing System,
- b) is certified by the Service Provider as suitable for data transmission required for reporting activities, and based on the data received directly from the On-Board Unit into the Service Provider's data processing system, the Service Provider performs the Vehicle Location Determination for the Customer, which also forms the basis of the Data Report required for toll reporting.

2.2. If the Service Provider has not specified a separate suitability period for the given On-Board Device (e.g. units installed in vehicles prior to the establishment of a legal relationship for the service covered by these GTC), the On-Board Device shall also be deemed suitable for the data transmission required for reporting activities if the Service Provider issues a unique device identification number (Device ID, OBU ID) for

the given On-Board Device, which shall also be registered in the electronic toll system.

- 2.3. The Device ID is issued for the given On-Board Unit on the basis of the legal, technical, and IT requirements governing the Service Provider's Data Provision. If the requirements and system expectations relating to the system or the Data Provision by the On-Board Unit change after the Device ID has been issued, the Service Provider may revoke the suitability of the On-Board Device in view of the changed technical requirements, or may make the maintenance of the OBU ID subject to technical, maintenance or other conditions.

3. DESCRIPTION OF THE SERVICE

- 3.1. In accordance with the provisions set out in the Introductory Provisions, Setech Flotta Kft., as the Service Provider, shall perform the location tracking activity in relation to the Vehicle(s) involved by the Customer for the service covered by these GTC, and, as a Declaration Agent, shall provide the Data Service required for toll declaration to the Universal Toll Service Provider (Road Use Data Service) for the Toll-liable Vehicles covered by this contract by the Customer as the Toll Payer, if the Customer as the Toll Payer enters into a contract with the Universal Toll Service Provider. provides the data necessary for toll declaration to the Universal Toll Service Provider (Road Use Data Provision).
- 3.2. With regard to issues not regulated or not regulated in detail in these GTC, the general terms and conditions applied by MK to individual contracts for the use of the electronic toll collection system proportional to the distance travelled, and the general terms and conditions (MK Declaration Intermediaries GTC) applicable to individual contracts for the provision of data by declaration intermediaries shall apply.
- 3.3. The Service Provider, as a declaration intermediary, undertakes to continuously fulfil the data reporting obligation required for toll declaration on behalf of the Customer obliged to pay the toll, as its performance assistant to the MK.

Data reporting: data reporting by the Service Provider via the interface provided by the Universal Toll Service Provider,

- which the Service Provider generated from the Customer's location data in the format and with the data content specified by the Universal Toll Service Provider, and
- based on the specified tollable road section and time data, the Universal Toll Service Provider prepares the toll declaration of the toll payer using the data previously provided by the Customer, the tollable road section data provided by and the vehicle data covered by this contract , the Universal Toll Service Provider shall prepare the toll declaration of the

Customer obliged to pay the toll, based on the order received in a separate contract concluded with the Customer.

- 3.4. The Service Provider's responsibility with regard to Data Provision is limited to determining the location of the vehicle and, on this basis, providing data on the use of toll road sections. The provision of all necessary technical equipment and systems is the responsibility of the Service Provider or its contractual service provider.
- 3.5. Road Use Data Provision covers the provision of data relating to the use of toll road sections within the national borders of Hungary.
- 3.6. The Service Provider shall not be held liable for any errors or malfunctions in the transmission of data by the On-Board Device that are due to reasons beyond the control of Setech Flotta Kft. This includes, but is not limited to, GSM and GPRS system errors; any installation carried out by the owner/operator/user of the Vehicle that affects the data transmission capability of the On-Board Device in any way (e.g. incorrect installation of the antenna, antenna shielding, installation of devices in the vehicle that interfere with the unit's signal transmission, power supply contact failure, disassembly of the On-Board Device by the Customer, etc.).

4. OBLIGATIONS OF THE SERVICE PROVIDER

- 4.1. The Service Provider shall provide the Universal Toll Service Provider with the Data necessary for the Customer's declaration. The start date of Data provision for each vehicle shall be the date of successful completion of the registration of the vehicle with the Universal Toll Service Provider, as confirmed by the Service Provider.
- 4.2. Within the framework of Data Provision, the Service Provider shall continuously notify the Universal Toll Service Provider if the Customer requests road use authorisation for a given Tollable Road Section in relation to a Tollable Vehicle determined by the On-Board Device and subject to these GTC. In this context, the Service Provider shall process the data received from the On-Board Device in its processing system in accordance with the toll payment principles determined by the Toll Service Provider and, as a result, shall determine that a Tollable Elementary Road Section has been used and shall notify the Universal Toll Service Provider thereof in the prescribed form and manner. content and manner prescribed for it.
- 4.3. The Service Provider shall provide the Data Service in compliance with the professional and technical conditions and requirements specified in the legislation and in the contract concluded with the Universal Toll Service Provider as a Declaration Intermediary.
- 4.4. The Service Provider shall provide the Data Service exclusively in respect of the Customer's toll-labile Vehicle(s) covered by the Data Service, which the Customer has successfully registered with the Universal Toll Service Provider at .

4.5. The Service Provider operates a 24-hour Customer Service Centre, which, among other things, but not exclusively:

- provides information to the Customer on issues arising in connection with the tasks of the Declaration Agent;
- handling complaints from the Customer regarding the activities of the Declaration Agent;
- ensures that notifications are sent to the Customer (e.g. On-Board Device error, Data Loss error, Data Loss error, Customer notifications required in the event of a jump adjustment)

4.6. The Service Provider shall be obliged to notify the Customer as follows:

- a) If the Service Provider detects a fault in a given On-Board Device, it shall notify the Customer within 10 minutes of detecting the fault by text message, e-mail and telephone. The notification shall include the time the problem was detected, a brief description of the fault and the data necessary to identify the vehicle concerned (registration number). The Service Provider shall only be obliged to notify the Customer if, due to the specific characteristics of the On-Board Device and the system, it is able to determine the malfunction of the device beyond doubt or with a high degree of probability (e.g. in the case of continuous operation of the On-Board Device without ignition). The Customer may opt out of SMS or telephone notifications at their own risk. The Customer may submit this request via the Service Provider's contact details.
- b) In the event of a fault in the Service Provider's processing system that affects all or a large number of road users – i.e. not a fault in an individual On-Board Unit – which prevents the mass delivery of data to the Universal Toll Service Provider, but which is expected to be rectified after detection and does not result in data loss (Data Delay), the Service Provider shall notify the Customer – by text message, e-mail and telephone call – of the fact of the error involving Data Loss, the time of its detection, and the registration numbers of the Vehicles affected by the error if the Service Provider has not been able to rectify the error within 18 hours of its detection. At the same time, the Service Provider shall notify the Customer that the Customer shall be obliged to purchase a ticket for the Vehicles affected by the error from the 24th hour of the error. In the event of a Data Loss error as described in this paragraph, the Service Provider shall have 24 hours to rectify the error. The Customer also acknowledges that after the Data Delay error has been rectified, the delayed data will be submitted to the Universal Toll Service Provider, so the Customer is obliged to top up their balance managed by the Universal Toll Service Provider even during the period of the error.

- c) If the Service Provider's processing system has a fault that affects all or many road users – i.e. not a fault with an individual On-Board Unit of which the Service Provider is aware that it will not be able to send Data Reports after the start of the error even after restoration, the Service Provider shall notify the Customer of the error and the registration numbers of the Vehicles affected by the error within 4 hours by text message, e-mail and telephone call. The notification shall include the time from which the Customer is obliged to purchase a ticket for the Vehicles affected by the fault.
 - d) If the Service Provider is required to perform a so-called Jump Adjustment within the framework of Data Provision under the conditions specified by the Universal Toll Service Provider, it shall notify the Customer of the Jump. The Service Provider's task and responsibility in this regard shall be limited to the performance of the mandatory Jump Adjustment within the Data Provision and to notifying the Customer and the Universal Toll Service Provider thereof. The Customer may lodge a complaint against the Jump directly with the Universal Toll Service Provider. The Service Provider shall not handle complaints from the Customer regarding the Jump.
- 4.7. If the MK bans the On-Board Device registered by the Customer from the toll payment system in accordance with the applicable rules (blacklist), it shall notify the Service Provider thereof. In this case, the Service Provider shall be obliged to stop data reporting no later than 24 hours after the first section ticket purchase request is rejected by the toll payment system, where the reason for the rejection is that the On-Board Unit has been blacklisted. If data provision is suspended for this reason, the Service Provider shall not be obliged to notify the Customer.
- 4.8. The Service Provider shall retain the data recorded in its IT system in relation to the Customer's registered vehicles for the period specified in the MK Declaration Intermediaries GTC. If, within the data retention period specified herein, MK notifies the Service Provider that a complaint handling procedure or legal dispute is pending in relation to the Customer, the Service Provider shall retain the relevant Customer data until notification of the conclusion of the complaint handling procedure or legal dispute.
- 4.9. The Service Provider shall fulfil its notification obligations imposed by the MK towards the Customer by notifying the person who is registered in the toll payment system as the person entitled to receive notifications in relation to a given vehicle at the time of sending the notification, using the contact details provided therein.
- 4.10. The Service Provider shall notify the Customer affected by the suspension or termination at least 3 working days prior to the suspension of the service or termination of this contract by sending a notification to the person to be notified by email and telephone call. The notification shall include the registration number of the vehicle affected by the suspension or termination of the contract, the registration

code of the On-Board Device concerned, the start date of the suspension or termination of the contract, and a warning to the Customer that the suspension or termination of the contract, and that failure to purchase a route ticket will result in unauthorised use of the road.

- 4.11. If the Service Provider resumes the suspended data provision to the Customer upon the cessation of the reason for the suspension, the Service Provider shall notify the Customer at least 5 hours prior to the resumption by email and telephone call, indicating in the notification the time of resumption of data provision, the registration numbers of the vehicle(s) concerned and the corresponding OBU registration codes. Until the date of resumption of data provision specified in the notification, the Customer shall be obliged to purchase a route ticket for the vehicle concerned. The Service Provider shall not be liable for any damages resulting from failure to purchase a route ticket, including any fines.

5. CUSTOMER OBLIGATIONS

- 5.1. The Customer shall ensure that the On-Board Device is installed and placed in the vehicle in a professional manner. (The minimum requirement for professional installation is that it is carried out by the Service Provider or by service centres or service partners in a contractual relationship with the Service Provider, in accordance with the installation instructions specified by the manufacturer for the given device). The Customer is responsible for ensuring that the On-Board Device, which can be operated from the cigarette lighter, is installed in the vehicle in a professional manner, and for ensuring that any additional device installations, or other installations (e.g. electrical installations) in the vehicle are carried out in such a way that they do not affect or interfere with the proper functioning of the On-Board Device.
- 5.2. The Customer acknowledges that successful registration of the vehicle is conditional upon the provision of the specified data (including the vehicle's registration number, nationality code and the unique identifier generated by the Service Provider for the On-Board Unit providing location data (Device, UBU ID) to the Universal Toll Service Provider. The Customer is responsible for providing correct registration data that matches the data recorded by the Service Provider. In the event of incorrect data entry, the Service Provider will send a "failed" response to the request from the Universal Toll Service Provider.
- 5.3. The Customer acknowledges that the Service Provider is only obliged to provide data in respect of the toll-paying vehicle(s) covered by the data provision, which the Customer has successfully registered with MK and to which the On-Board Unit has been assigned. With regard to the vehicles registered by the Customer, the start date of data provision shall be the successful completion of the registration of the given vehicle and the assigned On-Board Unit with MK, as confirmed by the Service Provider.

- 5.4. If the Customer modifies the registration data provided to the Universal Toll Service Provider and the modification affects data that is also held by the Service Provider, the Customer is obliged to report the modification of the affected data to the Service Provider as well, if possible, prior to the modification at the Universal Toll Service Provider, but at the latest at the same time. The Service Provider shall not be liable for any damages incurred by the Customer as a result of failure to report the data change or delay in doing so.
- 5.5. The Customer acknowledges that, with regard to its toll-paying Vehicles subject to Data Reporting, the Service Provider is obliged to retain the data recorded in its processing IT system for a period of 2 years from the date of recording. The Customer also acknowledges that, within the retention period, the Service Provider is obliged to make the data available to the MK in the cases specified in the legislation or in the contract concluded with the MK, in the form and with the data content specified by the MK.
- 5.6. The Service Provider shall perform data processing and data transfer in the course of or in connection with the performance of this contract in accordance with the provisions of Act CXII of 2011 on the right to self-determination in information and freedom of information with regard to data falling within the scope of that Act.
- 5.7. The Customer shall immediately notify the Service Provider if the On-Board Device has been damaged or if it has been stolen from the vehicle, and shall be obliged to maintain the On-Board Device regularly and to ensure that any periodic inspections of the On-Board Device required by the Service Provider are carried out.
- 5.8. The Customer is obliged to check the functionality of the On-Board Device before each departure, prior to commencing road transport with the vehicle, and to monitor the functionality of the Device throughout the entire journey.

6. HANDLING TECHNICAL FAULTS

- 6.1. In the event of a fault with the On-Board Device, the Customer is obliged to immediately suspend travel with the vehicle, in compliance with the rules of road traffic.
- 6.2. If a technical fault occurs that cannot be remedied within 5 minutes of the Service Provider becoming aware of it, the Customer shall be obliged to continue travelling by purchasing a ticket for the route. The Service Provider shall not be held liable for any damages incurred by the Customer as a result of a breach of the obligations imposed on the Customer in this paragraph (in particular, fines imposed on the Customer for unauthorised use of the road).
- 6.3. If the Service Provider has notified the Customer of a technical fault, the Customer shall be obliged to purchase a ticket from the times specified above, depending on the fault, in order to ensure their right to use the road.

- 6.4. If the Service Provider has demonstrably fulfilled its notification obligation within the prescribed time limit, but the Customer has nevertheless failed to purchase a route ticket, the Service Provider shall not be liable for any fines imposed on the Customer for the resulting unauthorised use of the road.
- 6.5. The Customer is responsible for receiving notifications from the Service Provider. The Customer acknowledges that the Service Provider is obliged to attempt to notify them by telephone twice. If two calls are unsuccessful, the Customer shall be deemed to have been notified.
- 6.6. The Customer acknowledges that the Service Provider makes audio recordings of conversations with the Customer Service Centre, which it retains for 6 months.

7. SPECIAL PROVISIONS

- 7.1. If the Customer's Toll-Subject Vehicle is transported and the use of the Toll-Subject Road Section is not done under its own power (e.g. transported or towed vehicle), the Customer shall only be exempt from the obligation to pay tolls for the duration of the transport if no data is received by the Service Provider from the On-Board Device concerned during the transport.
- 7.2. The Customer shall ensure that the On-Board Device does not transmit any signals during the transport.
- 7.3. If the Vehicle is transported and the Customer is unable to stop the signal transmission on its own, it shall be obliged to delete the vehicle concerned from the Universal Toll Service Provider's system and notify the Service Provider thereof.
- 7.4. Upon completion of transport or return of the vehicle to road traffic, the Customer shall be obliged to re-register the vehicle concerned in the Universal Toll Service Provider's system and to notify the Service Provider of the re-registration (including all vehicle data) and request the continuation of data collection.

The Service Provider shall not be liable for any damages resulting from failure to do so (including fines imposed for unauthorised use of the road by the Customer).

- 7.5. The Customer acknowledges that, in accordance with the requirements imposed on the Service Provider by the Universal Toll Service Provider, if data is received from the On-Board Device, the Service Provider is obliged to provide the data service and has no discretion in this regard. The Customer also acknowledges that if the Customer fails to ensure that the On-Board Unit stops collecting data, the Service Provider shall provide the Data Service, on the basis of which the Universal Toll Service Provider shall charge the Customer for the use of the road.

- 7.6. If the Customer has deliberately misled the Service Provider regarding the status of the Vehicle during transport, and the vehicle reported for transport is participating in road traffic and the Road User is therefore fined for unauthorised road use, the Service Provider shall not be liable for the fine.

8. COSTS OF THE ROAD USE DATA SERVICE

- 8.1. The Customer shall not be obliged to pay any fee to the Service Provider in consideration for the Road Use Data Service.
- 8.2. The Customer shall pay the costs of mobile data transmission required to use the service based on the invoice issued by the Service Provider.

9. LIABILITY

- 9.1. If the Service Provider provides incorrect or incomplete data received from its properly functioning On-Board Device to the Universal Toll Service Provider for reasons attributable to it, or breaches its other obligations to the Customer set out in this contract and is thereby fined for unauthorised road use, the Service Provider shall be liable for the fine imposed for this reason.
- 9.2. If, for reasons attributable to the Service Provider, the Data Report contained fewer road use authorisation requests than would have been necessary based on actual road use, and as a result the Customer is fined, the Service Provider shall be liable for the fine imposed for this reason.
- 9.3. The Service Provider's liability shall not exempt the Customer from its notification and damage mitigation obligations under the Civil Code. The Customer shall forward any administrative fine received in connection with any road toll to the Service Provider within 2 working days of receipt of the notice of the fine. The Service Provider shall investigate the case without delay, but no later than within 2 working days, and shall notify the Customer whether the fine is the result of incorrect or incomplete data provided by the Service Provider . If the fine was incurred for reasons attributable to the Service Provider, the Customer shall, upon written request from the Service Provider, appeal against the notification of the fine and to refer to the fact that the reason for the fine is the incorrect or incomplete data provided by the Service Provider, in connection with which the Service Provider has assumed responsibility towards the MK in the context of legal aid proceedings, and the Customer requests the termination of the proceedings and the waiver of the fine. If the Customer complies with the provisions of this section and the authority nevertheless upholds the fine, the Service Provider shall be liable for the full amount of the fine.
- 9.4. The Service Provider informs the Customer that it has liability insurance as required by the MK for its activities. The Service Provider's Declaration Agent shall only be exempt from the obligation to take out liability insurance in the event of a change in the conditions prescribed by the Universal Toll Service Provider.

- 9.5. If the Customer fails to fulfil any of its obligations to the Service Provider set out in this contract and the Service Provider suffers damage as a result, the Customer shall be obliged to compensate the Service Provider for the damage. This does not apply to damages covered by the Service Provider's liability insurance and compensated by the Insurer.
- 9.6. If the Customer fails to fulfil any of its obligations towards the Service Provider set out in these GTC and the Service Provider suffers damage as a result, the Customer shall be obliged to compensate the Service Provider for the damage.

10. SUSPENSION OF DATA SERVICE

- 10.1. If the Universal Toll Service Provider, exercising its right under the individual toll payment agreement concluded with the Customer, suspends the provision of Road Use Entitlement Data to the Customer, the Service Provider shall also be entitled to suspend its Data Provision obligation for the same period of time.
- 10.2. If the UD system is suspended, temporarily or permanently shut down, the Service Provider shall be entitled to suspend its Data Provision obligation.
- 10.3. If circumstances arise that jeopardise, render impossible or adversely affect the fulfilment of the obligations imposed on the Service Provider by the MK, or if the suspension is necessary to protect the Customer from damage, the Service Provider shall be entitled to suspend its Data Provision obligation.
- 10.4. If the On-Board Device becomes unsuitable for sending the data necessary for Data Provision due to a breach of an obligation imposed on the Fee Payer or for reasons arising in the Customer's sphere of interest, the Service Provider shall be entitled to suspend its Data Provision activities after becoming aware of this.

If the Service Provider becomes aware of the circumstances giving rise to the suspension of Data Provision more than 5 hours prior to its occurrence, it shall notify the Customer of the suspension of Data Provision and its exact time at least 5 hours prior to the suspension.

The Service Provider shall immediately notify the Customer of the suspension of Data Provision by text message, e-mail and telephone call, which notification shall include the registration number of the vehicle affected by the suspension, the ID of the Device concerned, the start date of the suspension, and a warning that the Customer is obliged to purchase a ticket for the route due to the suspension, and that failure to purchase a ticket for the route will result in unauthorised use of the road.

The Customer acknowledges that if the Service Provider has informed them of the suspension in accordance with the provisions of this contract and, despite this, they have failed to purchase a route ticket for the period of suspension and have been fined as a result, the Service Provider shall not be liable for the fine imposed.

- 10.5. If the Service Provider resumes the suspended Data Service to the Customer, the Service Provider shall, prior to resuming the Data Service in the UD system, notify the Customer, indicating in the notification the date of resumption of the service, the registration numbers of the vehicle(s) concerned and the corresponding Device and OBU IDs.

11. CONCLUSION OF THE CONTRACT

- 11.1. The provisions contained in these GTC shall become binding on the Customer upon acceptance of the GTC by the Customer.
- 11.1.1. The legal relationship shall enter into force on the date of signing the Individual Contract assigned to the GTC or, in the absence of an Individual Contract, on the date of acceptance into the system by the On-Board Device Service Provider.
- 11.2. The location determination and data provision legal relationship under these GTC shall be established between the parties for an indefinite period. The minimum conditions for the commencement of the service comprising location determination and data provision under the GTC are as follows:
- The Individual Contract assigned to these GTC has been signed by the parties and received by the Service Provider, or
 - The On-Board Device, which has been pre-registered by the Service Provider and is available from the Service Provider's sales partners, has been purchased by the Customer at , and the purchased On-Board Device has been successfully registered in the UD system.

12. TERMINATION OF THE CONTRACT

- 12.1. The parties are entitled to terminate the location tracking and data provision legal relationship under the GTC by mutual agreement at any time. Location tracking and data provision shall cease at 24:00 on the date of termination of this contract.
- 12.2. Either party is entitled to terminate the location and data provision relationship under these GTC by giving the other party 30 days' notice in a unilateral statement. The notice period shall commence on the day following the receipt of the notice of termination by the other party and shall expire on the 30th day following receipt. In the event of termination by ordinary notice, location tracking and data provision shall cease at midnight on the last day of the notice period.
- 12.3. The Service Provider shall be entitled to terminate the location determination and Data Provision legal relationship with the Customer with immediate effect in accordance with these GTC in the following cases:

- If the Customer breaches its obligations under these GTC and fails to remedy the breach despite a written warning from the Service Provider;
- If the Service Provider terminates its contract with the Universal Toll Service Provider with immediate effect, or in the event of other specific conditions provided for in the contract concluded with the Universal Toll Service Provider, terminates the contract with the Universal Toll Service Provider for a period shorter than the normal notice period;
- If the UD system is phased out in accordance with legal provisions;
- If, for any reason, the Service Provider's right to act as a Declaration Agent is revoked or terminated by law, or if the Universal Toll Service Provider has terminated its contract with the Service Provider.
- If, with regard to the Customer's road toll-liable Vehicles covered by this contract, the Service Provider has terminated the location tracking activity forming the basis of the Data Provision for reasons arising within the Customer's sphere of interest, or if the data transfer necessary for location tracking has ceased for reasons arising within the Customer's sphere of interest.

- 12.4. The Customer shall be entitled to terminate the location determination and Data Provision legal relationship under the GTC with immediate effect if the Service Provider breaches its obligations set out in these GTC and fails to remedy its breach of contract despite a written warning from the Customer.
- 12.5. If the Service Provider terminates this contract with immediate effect, it shall not be liable for damages to the Customer.
- 12.6. If the location determination and Data Provision legal relationship between the parties pursuant to the GTC is terminated, or if either party gives ordinary notice of termination, or if the Service Provider gives immediate notice of termination, thereby terminating the Data Provision, the Service Provider shall send a warning notice at least 5 hours prior to the termination of the Data Provision – by SMS, e-mail and telephone call – to the Customer, warning them of the date from which they are required to purchase a Route Ticket for the Vehicle with the specified registration number, and that failure to purchase a Route Ticket will result in unauthorised use of the road. The Service Provider shall not be liable for any fines that may be imposed for failure to purchase a Route Ticket.

13. AMENDMENT OF THE GTC

13.1. The Service Provider reserves the right to unilaterally amend these GTC in the following cases:

- If the amendment to the contract is required by law;
- If the Universal Toll Service Provider has amended the contract concluded with the Customer on the basis of its unilateral right to amend the contract in such a way that compliance with the amendment is only possible by amending these GTC;
- If the contract to be concluded between the Customer and the Universal Toll Service Provider, as well as the provisions contained in the general terms and conditions applied by the Universal Toll Service Provider to the Customer, require the amendment of this contract;
- If any change occurs in the toll system that necessitates an amendment to these GTC.
- If the Customer does not wish to accept the proposed amendment, it shall be entitled to terminate the location and data provision relationship under the GTC with immediate effect within 5 days of receipt of written notification of the amendment . If the Customer does not exercise its right to terminate the contract within the deadline provided herein, it shall be deemed to have accepted the amendment communicated by the Service Provider, and the communicated amendment shall take effect on the 6th day from the date of receipt of the notification thereof, or, if the Service Provider has set a later date for entry into force, on the specified date.

14. CONTACT

14.1. Request for information, reporting of faults/complaints/delivery and towing:

- telephone number: +36 1 205 3431
- e-mail: operator@setech.hu

All enquiries and reports must include the Customer's name, vehicle registration number and/or Device OBU ID. The Service Provider will only accept reports containing the information specified here as complete. The Service Provider will only accept requests for information, error/complaint/transport and towing reports as contractual if the Customer submits them via one of the contact details provided.

- 14.2. The Service Provider shall send notifications via text message, e-mail and telephone call as specified in these GTC to the contact details provided by the Customer for the given On-Board Device.
- 14.3. The Customer shall ensure that the contact details provided specifically for the purpose of receiving notifications in relation to the given Vehicle (Device, OBU ID) match the contact details provided to the Universal Toll Service Provider in all cases. If the contact/notification details registered in the electronic toll system change, the Customer shall notify the Service Provider thereof in writing (by e-mail, fax), which must include the data affected by the change and the date of the change at the Universal Toll Service Provider. The Service Provider shall not be liable for any damages incurred by the Customer as a result of failure to comply with or delay in complying with the notification obligation. If there is a change in any of the contact details provided by either party, the other party shall be notified immediately. The party failing to comply with the obligation to report the change in data shall be liable for any damages caused to the other party and shall bear its own damages.

15. OTHER PROVISIONS

- 15.1. The Parties shall primarily attempt to resolve any disputes arising from the legal relationship of location determination and data provision in accordance with the GTC by amicable means. If the negotiations between the parties are unsuccessful, either party shall be entitled to refer the dispute to the courts for resolution. The Parties shall submit to the jurisdiction of the Hungarian court having jurisdiction over the Service Provider's registered office for the resolution of their legal dispute.
- 15.2. Issues not covered by these GTC shall be governed by Hungarian law, in particular the provisions of the Hungarian Civil Code, the Toll Act, the Toll Act Enforcement Decree, and other Hungarian laws governing the Service Provider's activities under this contract.
- 15.3. If the Service Provider publishes this document in a foreign language, the Hungarian version shall govern the interpretation of the contract, and the foreign language version shall serve for informational purposes only.
- 15.4. Given that MK, as a universal road toll service provider, is the legal successor of Nemzeti Útdíjfizetési Szolgáltató Zrt. (hereinafter: NÚSZ Zrt.), the provisions of the MK Declarant Intermediary GTC and of these General Terms and Conditions shall also apply to Individual Contracts concluded between the Service Provider and the Customer prior to 1 January 2026.