

Budapest Közút Zrt. General Terms and Conditions for Using the Teherforgalmi Online Behajtási Információs Rendszer [Online Freight Traffic Access Information System] (TOBI)

(effective as of 06 december 2016)

1. SERVICE PROVIDER DATA

Name: Budapest Közút Zrt.

Registered Seat: 1115 Budapest, Bánk bán u 8-12.

Customer Service: 1075 Budapest, Rumbach Sebestyén utca 19-21.

Customer Service hours: Monday - Thursday (except Wednesdays): 9:00 AM - 5:00 PM

Wednesday: 9:00 AM - 7:00 PM, Friday: 9:00 AM - 3:00 PM

Website: tobi.bkk.hu

Telephone: +36 1 3 255 255

Fax: +36 1 235 1040

2. CONTRACTUAL CONDITIONS AND GENERAL PROVISIONS

2.1. INTRODUCTORY PROVISIONS

- 2.1.1. The General Terms and Conditions (hereinafter: GTC) contains the general conditions for the legal transactions conducted with the use of the TOBI system between the Budapest Közút Zrt. (hereinafter: Service Provider) and its Customers, regarding the requests and issuance of road operator permits, access permits, and access-parking permits (hereinafter: service), which conditions are inherently binding upon both the Service Provider and the Customer unless any contrary provisions are agreed upon.
- 2.1.2. The GTC is public; Customers can view those on the Service Provider's website. At the Customer's request, the Service Provider will make the GTC available at the Customer Service point free of charge.
- 2.1.3. The Service Provider maintains the right to unilaterally amend or expand the GTC in accordance with the provisions of relevant legislation. Such expansions and amendments pertain to the legal transactions in question as of their entry into effect.
- 2.1.4. At least 5 days prior to the entry into effect of amendments, the Service Provider will notify Customers by way of its website.
- 2.1.5. All Customers who have successfully registered on the website or at the Service Provider's central Customer Service point and who acknowledge the relevant provisions of the GTC as binding are authorized to make use of the services provided by the Service Provider.

- 2.1.6. If neither the present GTC nor additional provisions are applicable to any issues that arise in a legal transaction, the provisions of Act V of 2013 on the Civil Code or other pieces of governing legislation are to be applied.

2.2. DEFINITIONS

- 2.2.1. Customer: a natural or legal person acting in full capacity who/that makes use of the Service Provider's services.
- 2.2.2. User: The natural person registered in the TOBI system who is authorized to proceed in the name of the Customer. A User can be registered for more than one Customer and a Customer can have more than one User.
- 2.2.3. VAT Act: Act CXXVII of 2007 on Value Added Tax.
- 2.2.4. Bank Transfer: A payment service conducted on the basis of the Customer's instructions, as the party providing payment, during the course of which the Customer, as the party providing payment, is debited to the credit of the beneficiary; the term also includes bank transfers by court order and bank transfers conducted on the basis of transfer orders.
- 2.2.5. Road Operator Permit: A permit issued in the name of the Service Provider for the use of one or more public roads and/or private roads not closed to public traffic, on the basis of NFM Decree 13/2010 (X.5.) of the Ministry for National Development on the road use within the administrative boundaries of Budapest of vehicles exceeding certain total weight, axle load, and size restrictions (hereinafter: Decree on Road Operator Permit).
- 2.2.6. Access Permit: A permit issued in the name of the Budapest Local Government for temporary access to one or more restricted traffic zones, restricted traffic public roads, or protected zones, on the basis of Főv. Kgy. Decree 92/2011 (XII.30.) of the Budapest General Assembly on the rules of freight traffic within the administrative boundaries of Budapest (hereinafter: Freight Traffic Decree) and Főv. Kgy. Decree 30/2010 (VI.4.) of the Budapest General Assembly on the development of unified rules for parking with vehicles, the fees payable for parking, and the rules on storing inoperative vehicles (hereinafter: Parking Decree).
- 2.2.7. Access-Parking Permit: A permit issued in the name of the Budapest Local Government on the basis of the Parking Decree for temporary access to one or more protected zones.
- 2.2.8. Individual Identifier: A combination of letters, digits, and symbols provided by the Service Provider to ensure the unequivocal identification of the Customer.
- 2.2.9. Authentication: A procedure that enables the bank to check the use of the non-cash payment instrument, also including its personal security elements.

- 2.2.10. Payment Request: A document not subjected to the rules of strict accounting that is issued by the TOBI system on the request of the service requested in the system, requesting preliminarily payment for such service. The issuance of a payment request is a prerequisite to the payment of the service fee and for the issuance of the respective invoice.
- 2.2.11. Current Account: the payment account opened on the basis of an obligation defined by relevant legislation, by the owner of the account for the purposes of conducting its financial transactions resulting from its regular business activities.
- 2.2.12. Restricted Traffic Public Road: Public roads designated in the manner defined by Article 14 (1) r) of KPM-BM Joint Decree 1/1975 (II.5.) of the Ministry for Transport and the Ministry for Internal Affairs on the rules of traffic on public roads (hereinafter: KRESZ), onto which roads entry with trucks, tractors, agricultural tractors, and slow vehicles exceeding the total weight designated on a sign is prohibited.
- 2.2.13. Restricted Traffic Zone: Areas designated in the manner defined by Article 14 (1) z/2) of the KRESZ and established in the Freight Traffic Decree where entry with trucks, tractors, agricultural tractors, and slow vehicles that exceed the total weight designated on a sign is prohibited.
- 2.2.14. Registration Fee: The part of the administrative, technical, and other costs incurred when recording the vehicle data and identifying the vehicle during an application for Access Permit or Access-Parking Permit that is paid by the applicant. The assessed request can only be validated once the Registration Fee has been paid.
- 2.2.15. Application Fee: The part of the administrative, technical, and other costs incurred when assessing, replacing, or amending the issuance of an Access Permit or Access-Parking Permit that is paid by the applicant.
- 2.2.16. Depot: The address in the public road goods transport permit excerpt of the truck, tractor, agricultural tractor, or slow vehicle in question.
- 2.2.17. Storage Location: The depot as defined by Article 7 (2) of MT Decree 89/1988 (XII.20.) of the Ministerial Council on public road traffic services and the operation of vehicles used on public roads.
- 2.2.18. Public Interest: Activities performed in the interest of society, thus especially environmental and nature protection, public safety, public health, and public education.
- 2.2.19. Combined Access Permit: A permit that includes more than one neighbouring Restricted Traffic Zones extending to vehicles exceeding 12 tonnes.

- 2.2.20. Micro- and Small Companies: The Micro- and Small Companies defined by Articles 3-5 of Act XXXIV of 2004 on Small and Medium-sized Enterprises and the Support Provided to Such Enterprises.
- 2.2.21. Certified Association Membership: The members of the shipping or interest representation organizations that concluded a contract with the body issuing the permit that, based on a certification issued by the given association or interest representation organization, is authorized to receive a discount.
- 2.2.22. Urgent Request: A request for which an urgency application fee has been paid.
- 2.2.23. Discounts: The discounts defined in the Freight Traffic Decree and the Parking Decree that the Customer is entitled to receive.

2.3. USING THE SERVICE

- 2.3.1. The Service Provider's TOBI system works best with Internet Explorer 8 or higher, Mozilla Firefox 3.6.5 or higher, and Google Chrome. The system has not been optimized for use with mobile devices; the Service Provider does not support use on mobile devices.
- 2.3.2. The Service Provider is not liable for errors and the resulting damages arising from the use of other browsers than those set forth above or of mobile devices.

2.4. CUSTOMER REGISTRATION

- 2.4.1. Customer registration is necessary for using the TOBI system. Customers can be registered at the tobi.bkk.hu address.
- 2.4.2. The Service Provider is not liable for damages incurred as a result of data incorrectly entered during Customer registration.
- 2.4.3. The Service Provider is also not liable for damages incurred as a result of the Customer having forgotten the password or if such becomes available to any unauthorized persons due to a reason not attributable to the Service Provider.
- 2.4.4. To validate the depot discount of Micro- and Small Companies, the Customer has to declare that the Customer qualifies as a Micro- or Small Company as defined by Articles 3-5 of Act XXXIV of 2004 on Small and Medium-sized Enterprises and the Support Provided to Such Enterprises. The sample declaration poses Annex no. 1 to the present GTC; the discount can only be validated after the original declaration has been submitted to the Service Provider. If any changes occur to the Customer data after the submission of the declaration, the Customer is liable and responsible for informing the Service Provider

of such changes by submitting a new declaration within 3 workdays of such change. Discounts cannot be validated for applications previously submitted and assessed.

- 2.4.5. Those members of the shipping or interest representation organization that has concluded an agreement with the Service Provider are authorized to validate the association discount who have given the association or interest representation organization authorization to issue certification of their membership. This discount can be validated by the organization starting on the 2nd workday following the submission of the certification to the Service Provider. Discounts cannot be validated for applications previously submitted and assessed. The Service Provider is not liable for damages incurred as a result of data entered late or incorrectly by the shipping or interest representation organization.

2.5. VEHICLE REGISTRATION

- 2.5.1. For vehicle registration access permit, you need to request access-parking permit for each vehicle where
 - 2.5.1.1. there was no registration before in the system
 - 2.5.1.2. there was a registration before in the system but the registered vehicle got a new licence plate number or a new traffic license
- 2.5.2. The service provider will finalize the vehicle data. Approval cannot be requested for the given vehicle prior finalizing. The data of the vehicle will be shown as it was done at the vehicle registration. If the customer has changed the data of the vehicle than we can only request access permit for the given vehicle once the service provider has approved those changes.
- 2.5.3. In the case of vehicles with test license plates, vehicle data have to be verified and recorded every time. Therefore, when applying for a new Access Permit or a new Access-Parking Permit for a vehicle with a test license plate (starting with the letter "P"), the vehicle has to be registered and the registration fee has to be paid.
- 2.5.4. The system issues a proforma invoice for the registration fee when applying for the first Access Permit or first Access-Parking Permit for a registered vehicle or when applying for any new Access Permit or Access-Parking Permit for vehicles with Test license plates.
- 2.5.5. A fee is not payable for vehicle registration when applying for a road operator permit.
- 2.5.6. The Service Provider is not liable for damages incurred as a result of data incorrectly entered during Vehicle registration.

2.6. APPLICATION

- 2.6.1. The Customer is liable for ensuring that the data entered when submitting Road Operator Permit, Access Permit, and Access-Parking Permit applications is true.
- 2.6.2. The Service Provider is not liable for damages incurred as a result of applying for the wrong type of permit or for entering incorrect data when submitting Road Operator Permit, Access Permit, and Access-Parking Permit applications.
- 2.6.3. Access Permit and Access-Parking Permit applications can only be assessed if the full amount of the Application Fee has been credited to the Service Provider's bank account. Applications for which the Application Fee has not been paid, has not been paid in full, or the transfer of which has only been initiated do not qualify as submitted.
- 2.6.4. Road Operator Permit applications can only be assessed if the full amount of the connected process fee has been credited to the Service Provider's bank account. Applications for which the process fee has not been paid, has not been paid in full, or the transfer of which has only been initiated do not qualify as submitted.
- 2.6.5. Customers cannot unilaterally amend the data of Road Operator Permit, Access Permit, and Access-Parking Permit applications after they have been submitted. Access Permit and Access-Parking Permit applications can only be changed during assessment and in the manner recommended by the person performing the assessment.
- 2.6.6. The Application Fee paid when applying for an Access Permit or Access-Parking Permit, Urgency Application Fee, and the process fee paid when applying for a Road Operator Permit will not be returned by the Service Provider if the request is denied or the Customer cancels the application. The Service Provider will not return these fees even if the Customer submitted an Access Permit or Access-Parking Permit for a location that does not require such based on the provisions of relevant legislation, or if the validity period defined in the application has expired before the assessment period of the submitted application defined in relevant legislation.
- 2.6.7. If the Application Fee for an Access Permit or Access-Parking Permit or the assessment fee for a Road Operator Permit is not paid, the Service Provider will consider the application to be cancelled as of the day following the last day of the validity period of the request or the 30th day following the filing or receipt of the application. The Service Provider will not return the paid Application Fees in such cases.
- 2.6.8. By accepting the present GTC, the Customer acknowledges that the payment of the Application Fee does not guarantee the issuance of the Access Permit or the Access-Parking Permit; it is merely a prerequisite for its issuance.

- 2.6.9. By accepting the present GTC, the Customer furthermore acknowledges that the payment of the Application Fee does not guarantee the issuance of the Road Operator Permit; it is merely a prerequisite for its issuance.
- 2.6.10. The Service Provider keeps data provided in the applications for Access Permits, Access-Parking Permits, and Road Operator Permits for a period of 10 years. It will disclose these to the Customer if requested in writing.
- 2.6.11. The Service Provider will not accept complaints regarding deficiencies after payment of the fee.
- 2.6.12. The greatest permissible vehicle total weight for submitting Access Permit and Access-Parking Permit applications is determined in the following manner:
- 2.6.13. For specific towed vehicles:
 - 2.6.14. o The sum of the greatest permissible vehicle total weight of the tractor and the greatest permissible vehicle total weight of the towed vehicle.
- 2.6.15. The sum of the greatest permissible vehicle total weight of the tractor-trailer and
- 2.6.16. 2/3 of the greatest permissible vehicle total weight of the semi-trailer.
- 2.6.17. For variable towed vehicles:
 - 2.6.18. o The sum of the greatest permissible vehicle total weight of the tractor and the greatest permissible towed weight.
 - 2.6.19. o The sum of the greatest permissible vehicle total weight of the tractor trailer and 2/3 of the greatest permissible towed weight.

2.7. PAYMENT

- 2.7.1. The Service Provider only accepts the bank cards defined by CIB Bank. If payment is provided online by bank card, the CIB Bank's online interface is used. The Service Provider is not liable for any errors incurred in the CIB Bank online interface. In case of an error, Customers can provide payment for the Road Operator Permit, Access Permit, or Access-Parking Permit application by Bank Transfer or in cash at the Service Provider Customer Service.

- 2.7.2. Access Permits, Access-Parking Permits, and occasional Road Operator Permits can only be issued if the full amount of the connected Application Fee has been credited to the Service Provider's bank account.
- 2.7.3. If the Customer provides payment by bank transfer, it acknowledges that the application has been paid when the amount(s) of the related proforma invoices have been credited to the Service Provider's bank account. The Service Provider is not liable for damages incurred as a result of the time that money transfers take between banks.
- 2.7.4. If the Customer provides payment by bank transfer, the Service Provider can ensure that the transaction is processed simultaneously to the amount being credited to the bank account if:
- 2.7.5. The ID number(s) of the pertinent proforma invoice(s) is/are included in the comment section exactly as shown.
- 2.7.6. If more than one proforma invoices are being paid by Bank Transfer, the exact ID numbers are to be separated by any of the following symbols in the comment section: period (.), comma (,), semicolon (;), slash (/), backslash (\), underscore (_), dash (-), or space ().
- 2.7.7. If the Customer provides payment by bank transfer, the Service Provider is not liable for the damages incurred as a result of an inaccurate reference to the ID number(s) of the proforma invoice(s) being paid.
- 2.7.8. If a permit is cancelled, the Service Provider will issue an invoice for the amount of the Access Permit corresponding to the unused period.
- 2.7.9. In case a license plate is changed, the Service Provider will issue an invoice for the difference between the amount of the Access Permit corresponding to the unused period and the new Access Permit. The longer period that an Access Permit is being applied for, the greater the discount per day, in line with Article 14 (1) of the Freight Traffic Decree. However, technically, changing a license plate is equal to cancelling an existing permit and requesting a new one, foregoing the assessment process. Therefore, the Customer renounces the discounts for the remaining period when changing a license plate.
- 2.7.10. The Service Provider is not liable for damages incurred as a result of entering incorrect data in any part of submitting Access Permit or Access-Parking Permit applications. Accordingly, the Service Provider will not return Application Fees related to applications or vehicle registrations unless the service cannot be fulfilled due to a reason attributable to the Service Provider despite of it having been paid by the Customer.
- 2.7.11. If the Customer pays an amount that is greater than the Road Operator Permit, Access Permit, or Access-Parking Permit, the costs incurred in returning the difference are to be borne by the Customer. The Customer consents to having such costs deducted by the Service Provider from the amount to be returned by accepting the present GTC.

Furthermore, the Service Provider maintains the right to return payments that cannot be linked to vouchers, are unidentifiable, or are for smaller amounts, and to deduct the transaction fee from those.

2.8. INVOICING

2.8.1. Customers can request copies of invoices 1 fiscal year following the issuance of the original invoice.

2.9. MAINTENANCE

2.9.1. The Service Provider will publish on its website any notices pertaining to maintenance required for the operation of its services. As far as possible, the Service Provider will perform the planned maintenance necessary for the operation of the TOBI system outside working hours. However, the Service Provider is not liable for downtime resulting from urgent repairs, security measures, or maintenance activities performed at other times.

2.10. SECURITY

2.10.1. The level of safety offered by the online security system provided by the Service Provider is adequate and its use does not pose a risk; however, we recommend that the Customer take the following safety precautions. Use antivirus and anti-spyware software with an updated database, and install the operating system's security updates.

2.10.2. The Service Provider is not liable for any damages that are incurred as a result of visiting the website. The Customer is liable for protecting its computer and the data stored on it.

2.10.3. The Service Provider stores the data made available to it by the Customer solely for the defined purposes of fulfilling applications and for subsequently proving the conditions of any issued permits.

2.10.4. The Service Provider will not disclose the Customer's data to any third parties and will proceed in accordance with the relevant provisions of Act CXII of 2011 on Informational Self-Determination and Freedom of Information.

Annex No. 1

Statement

I, the undersigned (mother's maiden name:, place and date of birth:, personal ID no.:) as the executive officer of the company (company registration number:, tax number:, registered address:), in light of my criminal liability, hereby declare that the company qualifies, on the basis of Articles 3-5 of Act XXXIV of 2004 on Small and Medium-sized Enterprises and the Support Provided to Such Enterprises, as a

micro-company*

small company*

I hereby issue the present Statement for the purposes of utilizing the discounts offered by Decree 92/2011 (XII.30.) of the Budapest General Assembly on the rules of freight traffic within the administrative boundaries of Budapest.

Budapest,

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(executive officer)