

**Dear Customer,**

Pursuant to Point 5.3 of the General Terms of Contract, we hereby inform you that the following provisions of the **General Terms of Contract of iData Kft. are modified as of 1 September 2018.**

1.6. The Principal acting as the Data Controller shall be responsible for compliance with the effective data protection laws. The Principal acknowledges that the information collected by the Service Provider is not qualified as personal data and the Service Provider processes it and delivers it to the Principal in accordance with the Principal's instructions. The Principal acknowledges that the information collected may qualify personal data for the Principal and it shall handle them accordingly, and that the Service Provider shall not be liable for the Principal's practice of using the information in relation to compliance with the data protection law. In providing its services, the Service Provider does not process the data of any identifiable natural person using the equipment monitored by it therefore the data processed by it do not qualify as personal data. At the same time, the Principal may be able to identify those persons in which case the Principal shall qualify as data controller and the Service Provider shall qualify as data processor with respect to the data processing operations carried out on behalf of the Principal. Notwithstanding the foregoing, the Principal agrees that in the performance of the contract the Service Provider may aggregate the data collected by the GPS units in an anonymous manner and disclose the same to third parties for traffic data analysis or other similar purposes. The Principal acknowledges further that the Service Provider may disclose the Principal's personal data to a third party if it becomes necessary to assert any lawful claim against the Principal.

1.7. The equipment delivered to the Principal shall remain the Service Provider's property until full payment of the purchase price or during the lease term. If the contract should be terminated for any reason and the Principal has not acquired title to the assets then the Principal shall enable the Service Provider to remove the equipment in Hungary within 8 days after termination of the contract. If no such removal is possible for any reason, or the Principal fails to meet its payment obligations by the deadline above, then the Principal shall pay the Service Provider the historical cost of the equipment which shall be the list price included in Annex 1 of the individual subscription Contract.

2.1. The Principal shall give the Service Provider a certificate of performance upon installation of the equipment in which it shall record the registration number or other unique identifier (chassis number etc.) of the vehicle equipped and the number and description of the equipment installed.

6.2. The Service Provider shall issue an invoice on parking including all parking events during the invoiced period once a month, subsequently.

6.3. The Service Provider may at its discretion also issue an aggregate invoice on installations performed in the given month which shall list all installation operations in the invoiced period in an itemised manner.

9.2. During the restriction period, the Service Provider shall continue to store the data collected by the GPS units, however, the Principal shall not be given access to such data due to the restriction. The Service Provider shall not be liable for any damage arising from the restriction of the services. During the service restriction period, the Principal shall remain obligated to pay the contractual fees, i.e. the restriction shall in no way affect the Principal's fee payment obligation. With respect to any complaint arising in relation to the collection of data during the restriction period, the Principal shall be

entitled to submit its request for deletion to the Service Provider, and the Principal shall be solely liable for any damage arising from failure to do this.

## 12. Special provisions relating to the payment of parking fees

12.1. Based on an individual reseller contract with National Mobile Payment Ltd (Nemzeti Mobilfizetési Zrt.), the Service Provider is entitled to provide mobile parking services using the GPS unit mounted in the Principal's vehicle in Hungary.

12.2. If the Principal wishes to use the service on the basis of a relevant individual contract, it shall either enter the zone code of the given parking zone using the keyboard installed in the passenger compartment or instruct the GPS unit to find the coordinates of the parking place and start fee payment. In the latter case the Service Provider shall not be liable for any damage arisen due to the error of or erroneous location by the GPS unit, and the Service Provider shall be solely responsible for choosing this fee payment method.

12.3. In response to a fee payment request, the Service Provider shall send a reply message which can be "successful", "unsuccessful", or "ambiguous zone". The Principal shall check the reply sent by the Service Provider and the Principal shall be fully liable for any damage arisen from failing to do so.

12.4. In case the response is "unsuccessful", or if the Principal receives no response at all, the Principal shall pay the parking fee to the operator using another method and the Principal shall be liable for any damage arising from its failure to do so, and no claim may be asserted against the Service Provider for this.

12.5. In case of an "Ambiguous zone" response, the Principal shall enter the zone code of the parking zone. If the Principal fails to provide the zone code or provides a wrong zone code, the Principal shall be liable for any damage arising therefrom.

12.6. If the payment of the fee fails for whatever reason, the Service Provider shall notify the Principal in a message. After such notification, the Principal shall restart the fee payment process or pay the parking fee using another method, and the Principal shall be liable for any damage arising from its failure to do so.

12.7. The Service Provider shall send its response messages and notifications always to the e-mail address provided by the Principal. Receiving and viewing these messages is the Principal's duty and responsibility.

12.8. In the individual contract on using the service, the Principal may choose whether the fee payment process started should be terminated upon expiry of the parking period in effect in the given parking zone without any further intervention or it should restart until the Principal stops the process manually using the keyboard. In the latter case, the Principal acknowledges that the parking fee will be charged until the Principal stops the process and any additional costs arising from this shall be borne by the Principal. The Principal may change the above choice by sending a written request to the Service Provider.

12.9. The Principal shall advance the parking fee by making an advance bank transfer to the Service Provider's dedicated bank account. The Service Provider shall keep record of the Principal's payments, spending and account balance which records shall be made available to the Principal for inspection at all times. The Service Provider shall settle all fees and costs related to parking by means of deducting the same from the advance payment. If the advance paid by the Principal decreases to zero or below the minimal sum necessary to commence the parking period, then the Principal may not initiate any further fee payment, and any parking already commenced will be immediately stopped. The Principal shall be liable for any costs and/or damage arising from its failure to replenish the advance payment, and the Service Provider disclaims any liability in relation to this.

12.10. The Service Provider shall send the Principal an invoice relating to the current month within 15 days after the invoiced month to settle accounts for the parking events during the invoiced period in an itemised manner. The Service Provider shall also notify the Principal in a message if the payment of the parking fee has stopped or interrupted for any reason. The Service Provider shall not be liable for any damage arising from Principal's ignoring the contents of such message.

12.11. The Principal acknowledges and agrees that any complaints relating to the payment of the parking fee shall be handled in accordance with the procedure described on the Service Provider's website ([www.itrack.hu](http://www.itrack.hu)) also subject to the provisions of Act CC of 2011 on the national mobile payment system and Government Decree 356/2012. (XII13.).

12.12. The Principal acknowledges and agrees that the service is provided by way of reselling the service provided by National Mobile Ltd., therefore Service Provider shall not be liable for any damage or costs arising for a reason attributable to National Mobile Ltd., and no such damage or cost shall be charged to the Service Provider.

12.13. The Principal accepts and acknowledges that its individual contract made with the Service Provider for the payment of parking fees shall terminate without any further action or notice also if the Service Provider's reseller contract made with National Mobile Ltd. is terminated for whatever reason and thus the Service Provider's reseller status ceases.

### 13. Data processing regulations

13.1. With respect to the processing of personal data during the provision of the service, the Service Provider shall qualify as Processor, and the Principal Data shall qualify as Controller.

13.2. When accessing any personal data, the Service Provider shall exercise utmost care and comply with the relevant legislation including in particular Act CXII. of 2011 on Informational Self-determination and Freedom of Information ("Infotv.") and Regulation 2016/679 of the European Parliament and of the Council ("General Data Protection Regulation" or "GDPR"), and act in compliance with the obligations determined by the relevant authorities on the basis of the governing laws and regulations.

13.3. The Service Provider shall perform its data processing activities according to the above and based on the Privacy Notice available on the website [www.itrack.hu](http://www.itrack.hu). The Principal declares that it has read the notice, understood and accepted its content and does not wish to raise any objections against it. The Principal declares further that being a data controller it is the Principal's duty to notify the data subjects of the data processing related to the service, and it undertakes to provide such notification in accordance with the Service Provider's Privacy Notice.

13.4. The Service Provider shall retain the Principal's vehicle related information within the iTrack system in a retraceable manner for 2 years after starting the recording of data; route data older than that will be permanently deleted without further notice. The Principal may declare in writing in the Data Storage Declaration whether it wants to apply a procedure to the storage (archiving) or deletion of its data different from the one described above.

13.5. The final deadline of data storage is 8 years.

13.6. Recovery of archived data costs HUF 5,000 for the first vehicle and HUF +500 for every additional vehicle but no more than HUF 50,000. Recovered data will be available within the iTrack system in the same way as current data. After recovery, data can be retrieved for a period of 30 days and then they will be archived again.

## **The full text of the modified General Terms of Contract is available by clicking here.**

Regarding Point 5.4 of the General Terms of Contract, we call our Customers' attention to the following:

Should the modified version of the General Terms of Contract contain provisions that are substantially more disadvantageous for the Customer than the former provisions, the Customer shall have the right to terminate the individual contract upon 30 days written notice within 15 days of the date of communication of the modification.

Yours sincerely,

Customer Service Department:

iData Kft.

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Budapest, 1 August 2018