

# GENERAL TERMS OF CONTRACT

**Effective: as of 15 September 2019**

## 1. Rights and Obligations of the Service Provider

- 1.1. The Service Provider provides GPS tracking and other related services to its Customers. The Service Provider renders its services at the reasonably expectable quality standard and uses the available technical and technological solutions in order to ensure the proper operation, monitoring and maintenance of the system. Given the nature of wireless telecommunication and the operating principle of GPS systems, the Service Provider agrees to guarantee 95% service availability. The Customer hereby understands that for this reason, among others, the GPS system cannot provide full protection against the theft of vehicles. Thus, the use of the GPS system by the Customer does not provide full guarantee against the theft of the vehicle, only minimises the risk thereof. With regard to the above, the Customer explicitly understands and acknowledges that the Service Provider will not assume any liability for damages or any other responsibility in the event of the possible theft of the vehicle.
- 1.2. In the vicinity of external devices (e.g. power plants, power distributors, heavy-current and radar equipment, military devices), the expected quality level of the service may decrease, however, this may not form the basis of a Customer complaint, therefore, the Service Provider may not be held liable therefor.
- 1.3. To ensure the uninterrupted operation of the service, the Service Provider has the right to carry out technical checks on the unit installed in the vehicle based on prior arrangement with the Customer.
- 1.4. The Service Provider informs the Customer of all material issues concerning the service including, in particular, of the available services and any change in the technical standards and conditions of those services.
- 1.5. The Service Provider shall handle any and all data and information that it may become aware of in connection with the service in a confidential manner and may not disclose them under any circumstances, except if so required under a legislative obligation.
- 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.
- 1.8. The Service Provider shall not be held liable for any damage caused without any fault on its part. The Service Provider shall be liable for any damage incurred by the Customer only in the event that the damage resulted from the intentional act or gross misconduct of the Service Provider or any person acting on the Service Provider's behalf.
- 1.9. The Service Provider shall repair any failure within three workdays of the Customer's notice within the territory of Hungary on condition that the Customer can provide access to the vehicle. Should the Service Provider fail to fix the problem within three workdays of the error report, the Service Provider – at the Customer's written request - shall reduce the monthly service fee charged in respect of the vehicle on a pro rata basis.
- 1.10. The Customer understands and acknowledges that at the request of authorities or courts the Service Provider shall be required, within the limits of the law, to cooperate in the disclosure of data stored in the iTrack system and/or in the archives. The Service Provider shall not be held liable for any damage or cost incurred by the Customer as a result of such data disclosure.
- 1.11. The Service Provider agrees to make every reasonable effort in order to protect the data stored on its server.
- 1.12. In the event of any data loss that is directly attributable to the Service Provider's fault, within 15 calendar days of such data loss the Customer may submit a written request for a prorated monthly fee compensation in respect of the lost data, provided that they were stored for less than one month. If data stored for more than one month are lost, no compensation or fee reduction is available.

## 2. Rights and Obligations of the Customer

- 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.

- 2.2. Under the contract, the Customer shall pay a monthly fee for the service provided by the Service Provider against the Service Provider's invoice.
- 2.3. The Customer may dispute the amount of the invoice within the expiration of the payment date indicated in the invoice. The Service Provider shall examine the merits of the complaint. If doubted, the correctness of the content of the invoice shall be proved by the Service Provider. If the complaint proves to be justified, the Service Provider shall credit the amount of the difference to the Customer in the next month's invoice.
- 2.4. Unless otherwise provided for in the contract, the Customer will be issued an invoice on the monthly fee on a quarterly basis in the case of one vehicle and on a monthly basis in the case of several vehicles. Should the Customer fail to settle the amount of the invoice within the date of payment indicated thereon or to verify that it has taken every necessary measure to transfer the amount, the Service Provider shall be entitled to charge a default interest at an annual rate of 15%. In the event of an unjustified invoice complaint, the Customer shall be subject to the obligation to pay a default interest on any overdue amount.
- 2.5. Should the Customer fail to pay the amount of the invoice within the due date, the Service Provider will send a written payment reminder to the Customer. If the Customer does not settle the outstanding amount of the invoice within 15 days of the date of the payment reminder, in the case of at least two overdue invoices, the Service Provider shall have the right to terminate the contract with immediate effect in writing.
- 2.6. The Customer may request the temporary cessation of the service after the expiration of the contract concluded for a definite term. In this case, instead of the monthly fees set out in the contract, the Customer shall pay a monthly cessation fee of HUF 1,000.-, which also includes the costs of maintenance of the GSM SIM cards. In this case, the service can be restored immediately and free of charge. The temporary cessation of contracts made for an indefinite term may be requested on a maximum of 2 occasions a year and for a duration of at least one month on each occasion, however, the total duration of temporary cessation may not exceed six months annually. The Service Provider may decide at its own discretion whether or not to approve a cessation request during the term of an indefinite contract. If the Service Provider approves the cessation, the term of the contract will be extended by the duration of the cessation. The frequency and duration of temporary cessation shall be regulated in accordance with the rules concerning contracts made for an indefinite term.
- 2.7. The Customer who signs the contract shall be responsible for the payment of the service fee regardless of the actual user of the service or the owner or user of the vehicles involved in the service. The Customer shall make the GPS unit installed in the vehicle available to the Service Provider based on prior arrangement for the purposes of performing the necessary maintenance or repair works or the replacement of the on-board unit in order to meet its obligations undertaken in the service contract. Should the Customer fail to allow access to the vehicle, the Service Provider may not be held liable for the failure or disruption of the service, and the Customer shall pay the service fees set out in the contract as well as the expenses incurred by the Service

Provider as a result of its attempt to repair the error. During the repair and maintenance of the installed devices and the remedy and examination of potential customer complaints, the Customer shall cooperate with the Service Provider in every respect including, in particular, the disclosure of data and information as well as any declarations the Service Provider may require in order to ensure contractual performance. The Customer's late performance of the above obligation shall preclude the Service Provider's concurrent delay or default.

2.8. Based on the Customer's written order, the international service may be activated in the case of each vehicle in a way that the Customer shall give the registration number of the vehicles concerned. If the Customer does not order the activation of the international service or if it was deactivated subsequently, the data of the vehicle's movement abroad will only be accessible when the vehicle returns to Hungary and loaded its data onto the server using the domestic network.

### 3. Term and Termination of the Contract

3.1. The Parties may agree to execute the contract for an indefinite term or for a definite term as agreed in an individual contract. The contract made for a definite term terminates:

- upon the expiration of the definite term,
- upon the mutual agreement of the Parties,
- upon immediate termination with cause,
- upon the termination of the Customer or the Service Provider without a legal successor.

3.2. If the contract is made for a definite term, after the expiration of that period it turns into a contract made for an indefinite term with a 30-day period of notice. If at least 30 days prior to the expiration of the definite term either Party notifies the other Party in writing that it does not intend to renew the contract after the expiration of the definite term, the contract terminates upon the expiration of the definite term.

3.3. Unless otherwise provided for by the Parties, if the contract is made for an indefinite term, it may be terminated without cause upon 30 days' written notice.

3.4. If the contract is executed for a definite term, it may only be terminated in the event of the other Party's material breach with immediate effect, upon a written notice. A payment delay of more than two months shall be deemed a material breach of contract on the Customer's part.

### 4. Guarantee

4.1. If the contract is concluded for a definite term, the guarantee period covers the entire term of the contract. Should the contract concluded for a definite period of time become indefinite after the expiry of the definite period, the guarantee may be used exclusively during the definite period of time. In the case of contracts made for an indefinite term, the Service Provider provides a 12-month guarantee for each installed device. Under no circumstances and in no way shall the guarantee period be extended

even in the case of devices in respect of which the Service Provider has fulfilled its repair or replacement obligation within the scope of the guarantee. The Parties may agree on a different guarantee period in an individual contract.

The guarantee period in the case of the tyre pressure gauge and in the case of tablets, cellular phones, printers or other IT devices shall be 12 months.

The guarantee is not valid if the error arises as a result of failure to use the device under normal conditions or due to any external intervention.

4.2. The guarantee shall only be deemed valid if the installation is performed by the Service Provider's authorised technician. The guarantee period starts upon installation. The Customer shall send the Service Provider a written report of any error within 3 workdays of occurrence thereof. In the event of any failure to do so, the Service Provider shall be released from its guarantee obligation. A further condition for the validity of the guarantee is that the Customer has fulfilled all of its payment obligations within the due date prior to the occurrence of the error to be repaired under the guarantee. The guarantee does not affect any other warranty right granted to the Customer under a legislative act. The guarantee covers any and all costs of repair. Guarantee claims may be enforced at the Service Provider's premises. Otherwise the Service Provider is entitled to charge a fee for on-the-spot repairs.

4.3. In the event that the Customer and the Service Provider agree to extend the contract after the expiration of its definite term by entering into another contract for a definite term, the guarantee period will be valid for the entire term of the new contract only if the Parties explicitly agree so in their individual contract.

## 5. Modification of the Individual Contract and the General Terms of Contract

5.1. The individual contract may only be modified in writing, upon the Parties' mutual consent. The Customer may initiate a modification via its duly authorised representative.

5.2. The Service Provider may modify the conditions set out in the General Terms of Contract unilaterally in the event of any change in the relevant legislation, or if so required by an administrative or court decision, or upon the occurrence of any change in circumstances of key significance that was unforeseeable at the time of conclusion of the contract.

5.3. The Service Provider shall make any modification to the General Terms of Contract available at its website ([www.iTrack.hu](http://www.iTrack.hu)) at least 30 days prior to the effective date of such modification. The Service Provider shall send the Customer a written notice of the modification to the Customer's email address designated in the individual contract.

5.4. Should the modified version of the General Terms of Contract contain provisions that are substantially more disadvantageous for the Customer than the former ones, 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.

## 6. Invoicing

- 6.1. Invoices shall be issued in accordance with the relevant provisions of Act CXXVII of 2007 on Value Added Tax.
- 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.

## 7. Changes in the Customer's Data

- 7.1. The Customer shall notify the Service Provider of any change in its data in writing within 15 days of the date of such change, in the form of a notice specified in Section 8 hereof.
- 7.2. The Customer's above notification obligation shall include but is not limited to the notification of any change in the Customer's company data or personal data if the Customer is a natural person, mailing and invoicing address, email and telephone numbers and contact persons.
- 7.3. The Customer shall notify the Service Provider of any change in the registration number of the vehicle in which the Service Provider has installed the devices or if the Customer sells or leases the vehicle equipped with the devices or in the event of any change in the use or ownership of the vehicles. The Customer shall also notify the Service Provider if it has removed the installed devices or any part thereof for any reason whatsoever or used a solution that inhibits or prevents the operation of the devices.
- 7.4. The Customer shall assume full liability for any failure to fulfil its notification obligation detailed in this Section and explicitly acknowledges that should the Service Provider issue an incorrect invoice on the service or the lease due to the absence of such notification, the Customer shall settle the amount of the invoice in the first place and may not dispute the content of the invoice subsequently.
- 7.5. If the vehicles equipped with the devices are sold, the Customer shall inform the Service Provider of the new owner of the vehicles. The Customer shall also cooperate with the Service Provider to facilitate the conclusion of the new Service Contract between the Service Provider and the new owner or the assignment of the Service Contract concluded by the Customer to the new owner. Should the sale of the vehicles take place prior to the expiration of the contract made for a definite term, the Customer shall be released from its obligation to repay the discounts provided by the Service Provider and the payment of a default penalty only if the Service Contract made with the new owner of the vehicles enters into effect.



## 8. Notices

- 8.1. The Parties shall communicate any information that may become necessary during the performance of the contract via notices sent to the email addresses set out in the individual contract.
- 8.2. Notices concerning the conclusion, modification or termination of the contract and complaints about the Service Provider's invoice shall be exclusively sent in written format to the mail address specified in the individual contract. A registered letter sent with a return receipt to the mail address designated in the individual contract shall be deemed delivered on the 5<sup>th</sup> day following its posting even if the receipt is returned to the sender with the endorsement "no response", "unknown recipient", "moved house" or "refused".

## 9. Restriction of the Service

- 9.1. Should the Customer fail to pay the Service Provider's invoice within the due date and to settle its debt despite the Service Provider's written reminder, the Service Provider may restrict the service provided through its GPS tracking unit and any other services until the total outstanding amount is paid.
- 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.
- 9.3. The Customer explicitly understands and acknowledges that if it settles the total outstanding amount, the Service Provider will restore the service within 3 workdays and will make the data collected during the period of suspension available to the Customer.

## 10. Special Provisions on Anti-Theft Protection

If the contract also covers services related to anti-theft protection, the rules set out in Section 9 shall be applied with the exception that during the period of restriction of the service the Service Provider is not subject to the alert obligation defined in the contract. The Service Provider shall not be held liable for any damage arising during the period of restriction. The restriction shall terminate within 3 workdays of the date of payment of the full outstanding amount of the service fee, and after that the Service Provider shall forward the alerts as agreed in the contract.

## 11. Special Provisions on the Tachograph System

- 11.1. In the framework of the service provided with the help of the Tachograph System, the Service Provider continuously downloads, forwards to the Customer and stores data from the tachograph in return for a fee. It is the Customer's responsibility to apply for an operator card required for the tachograph and for providing the service, hand it over to the Service Provider, ensure the validity of the card and replace it if necessary. Should the contract be terminated for any reason, the Service Provider shall return the card to the Customer.
- 11.2. The Customer shall immediately report any error or disorder in the transmission of tachograph data. The Customer explicitly understands and acknowledges that the Service Provider will not assume any liability for any damage, cost or fine that may arise as a result of the Customer's failure to report errors. In the event of any failure occurring in the transmission of data, it shall be the Customer's responsibility and obligation to download data directly from the tachograph. The Service Provider shall not be held liable for any damage, cost or fine arising from failure to meet the above obligation. The Customer hereby understands that after the installation of the Tachograph System the tachograph needs recalibration. The recalibration is the Customer's obligation, and the Service Provider shall not be held liable for any failure to meet this obligation.

## 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.