



**THE TOLL SERVICE CONTRACT OF MULTI ALARM  
CO.  
GENERAL TERMS AND CONDITIONS**

**ISO 9001**  
2. ed. 0. mod.  
Valid: 2022.01.01.

The present General Terms and Conditions (hereinafter referred to as GTC) generally regulate the rights and obligations arising from the Service Contract between the Customer as the Principal and Multi Alarm Co. as the Agent for the payment of the toll for the use of motorways, motorways and main roads, in proportion to the distance travelled.

### **1. Contracting parties**

**Customer:** the principal, natural person, legal entity or unincorporated business entity who concludes a Service Contract with the Service Provider as principal for the use of the toll road section subject to toll for the purpose of e-toll declaration for one or more vehicles.

**Service provider:** Multi Alarm Co. (registered office: 1106 Budapest, Fátyolka u. 8., central administration: 7630 Pécs, Basamalom út 33., Cg. 01-10-044636): service provider, declaration intermediary, performing e-toll declarations on behalf of and for the Customer.

### **2. Subject of the contract**

The Service Provider shall provide data on the use of the tolled primary road section by a tolled vehicle as a basis for the assessment of the toll obligation (hereinafter referred to as "e-toll declaration"). By concluding the Service Contract, the Customer mandates Multi Alarm Co. as the Service Provider to provide data services on behalf and in the name of the Customer to the universal toll service provider and toll collector designated by the state in order to fulfil the obligation to submit the toll declaration required for the imposition and payment of tolls as stipulated in Act LXVII of 2013 (hereinafter: Toll Act).

### **3. Concepts**

**Toll Service Provider:** the National Toll Payment Service Provider Private Limited Company performing the functions of toll collector and universal toll service provider under the Toll Act.

**Service contract: the contract of** engagement between the Service Provider and the Customer (hereinafter together referred to as the Parties) for the e-toll declaration, consisting of the individual Service contract and the present General Terms and Conditions (hereinafter referred to as the GTC), which are annexed to it.

**On-board device:** a device which can be installed in a vehicle or can be installed in a vehicle, marketed by the Service Provider, which is capable of supporting electronic toll collection, is based on a satellite positioning system, is capable of collecting and storing data and sends signals to the Service Provider's remote monitoring system via GSM/GPRS transmission channel.

**Notifiable person:** a person who is registered in the UD System as a person entitled to be notified in respect of a particular vehicle at the time the notification is sent, using the notification contact details provided there.

**UD System:** an electronic system operated by the Toll Charger to enable the declaration, imposition, collection, payment of tolls and support the control of the legal use of the toll road sections subject to tolls.

**Toll:** a statutory charge, including VAT, levied by the Toll Charger for the use of a tolled elementary road section, based on the use of the road in proportion to the distance travelled.

**Tolled elementary road section:** the part of the road network that can be used for toll purposes and is delimited by two road sections for the purpose of toll determination.

**Toll vehicle:** a "toll vehicle" according to the Toll Act.

**Road user:** a person driving a motor vehicle while using the road.

**Correspondence ticket:** a pre-purchased right to use a pre-defined toll road network for the use of at least one toll road section of the toll road network by a pre-defined toll motor vehicle.

#### **4. Customer's and Service Provider's liability and service fee**

4.1 It is the Customer's responsibility to obtain the statutory right to use the toll road sections, to declare the use of the toll road with the assistance of the Service Provider and to pay the toll. The Customer is obliged to ensure that the vehicle subject to the toll is driven with a functioning on-board device on both toll and non-toll road sections.

4.2 By concluding the Service Contract, the Customer entrusts the Service Provider as the toll collection agent with the declaration of the use of the toll road sections.

4.3 By concluding the Service Contract, the Customer declares that he has a right on the toll vehicles concerned which entitles him to conclude the Service Contract.

4.4. The Service Provider shall electronically send the data on the use of the toll road section extracted from the toll vehicle by means of the on-board device distributed by the Service Provider to the Toll Charger on behalf of and in place of the Customer. On the basis of the data provided by the Service Provider, the Toll Charger shall establish and collect the toll.

4.5. Toll assessment, account management, balance recording, toll collection and toll control are not performed under this Service Contract, but by the Toll Charger on the basis of a contract with the Customer.

4.6 The Customer undertakes to pay the one-off service fee (system access fee) to the Service Provider against invoice within the payment deadline indicated therein. The amount of the one-off system entry fee is set out in the Service Provider's current fee table available on the Service Provider's website [www.multialarm.hu](http://www.multialarm.hu).

4.6.1 In the case of a debt owed to the Service Provider, the communication of a written payment demand to the customer or the bill payer shall interrupt the limitation period for the claim.

4.6.2 If the Customer fails to pay the one-off service fee on time, the Service Provider shall charge interest on late payment and, after unsuccessful demand by the Customer, transfer the collection of the claim to a debt collection company. The Customer shall be liable to pay the default interest and the costs related to the recovery. The claim management fee is HUF 5.000, - + VAT.

4.6.3 At the Customer's request, the Service Provider will send the invoice electronically, for the receipt of which the Customer must provide a valid e-mail address.

#### **5. Establishment of the Service Contract**

5.1 In order for the Service Agreement to be concluded between the Customer and the Service Provider, the following conditions must be fulfilled in the following order:

- the Customer enters into a Service Contract with the Service Provider for the declaration of e-tolls, and
- the on-board equipment marketed by the Service Provider is installed in the vehicles covered by the e-toll declaration and is functioning correctly, and
- the Customer is registered in the toll payment system of the Toll Charger, and
- the Toll Charger's request is acknowledged by the Service Provider to the Toll Charger.

The contract shall be concluded for an indefinite period of time, subject to the conditions set out in clause 5.1.

The Parties shall consider the notification of the Customer by the Toll Charger of the successful registration in the UD system as notification of the entry into force of the Service Contract.

## **6. Installation and operation of the on-board device**

6.1 The Service Provider shall provide the on-board device for the connection of the vehicles covered by the Service Contract to the e-toll declaration system for a fee specified in the Service Provider's current fee schedule, which shall become the property of the Customer upon the entry into force of the Service Contract.

6.2 The on-board device and its accessories are the property of the Customer, the GSM/GPRS subscription holder is the Service Provider. The operation of the on-board device is described in the information on its operation and use available on the Service Provider's website ([www.multialarm.hu](http://www.multialarm.hu)).

6.3 The installation and removal of the deck equipment may only be carried out by a service technician appointed by the Service Provider. The Customer shall be liable for the cost of the installation.

6.4 The proper use of the on-board equipment is the responsibility of the Customer. When using the on-board equipment, the Customer shall comply with the instructions contained in the information on the operation and use of the on-board equipment.

6.5. The following cases are not considered to be normal use or an unavoidable cause beyond the control of the Service Provider, in which case the Service Provider shall not be liable for the proper functioning of the on-board equipment:

- interferes in any way with the operation of the on-board equipment by any person other than the service provider designated by the Service Provider,
- the Customer or a third party uses any device or any process that may affect the operation of the on-board device, including the connection of any device that degrades the quality of the operation or communication of the on-board device,
- the on-board equipment is intentionally damaged by the Customer or a third party, regardless of the fact that the damage does not affect its parameters for the fulfilment of the declaration of the actual road use,
- the on-board equipment is damaged or destroyed as a result of an accident, an act of God, damage or other external impact,
- fails to comply with its obligation to use the on-board equipment set out in these GTC.

6.6 The Customer acknowledges that the e-toll declaration is only functional if the remote signaling routes are also functional. The Service Provider shall not be liable for any loss or damage suffered by the Customer due to the failure of the telecommunication service or due to the loss of signals caused by geographical or atmospheric conditions.

## **7. Procedure in case of failure of the on-board equipment**

7.1 The Customer shall immediately notify the Service Provider of any failure, damage or destruction of the on-board equipment by calling +36 72 513 133, and shall make the vehicle available for servicing upon the Service Provider's request. The Service Provider shall not be liable for any disadvantage/damage resulting from the delayed notification of the defect or failure to notify.

7.2 If the Service Provider detects a malfunction of the on-board device and as a result of the malfunction the e-toll declaration is not sent to the Toll Charger or is sent incorrectly, the Service Provider shall notify the person to be notified within 10 minutes of becoming aware of the malfunction at the e-mail address, SMS number and telephone number registered in the Toll Charger's system and provided for notification. The notification shall include the time of detection of the problem, a brief description and the registration number of the vehicle concerned.

7.3 In case of failure of the on-board equipment, the Customer shall acquire the right to use the toll by purchasing a frequent travel ticket prior to the use of the toll.

7.4. The Service Provider is obliged to notify the Notifyee within 10 minutes after the on-board device failure is detected. The means of notification are e-mail, SMS and telephone. The notification must include the fact, time, brief description and registration number of the vehicle concerned.

7.5 The Customer may, at his own risk, request in writing that the Service Provider refrain from notifying him by telephone or SMS of the on-board equipment failure in accordance with Clauses 7.2 and 7.4 of the GTC. In this case, the Customer acknowledges and assumes the risk that, by not notifying by telephone and SMS, the on-board equipment fault may only be notified to the e-mail address registered in the Toll Charger's system and provided for notification. The restriction of the means of notification shall not prevent the imposition of a fine for unauthorized use of the road and the Customer shall be liable for any fine or other legal consequence resulting therefrom.

7.6 The Service Provider excludes all liability for any damages resulting from the malfunction of the on-board equipment, other than the damages and disadvantages incurred in connection with the unauthorized use of the road, in accordance with the provisions of paragraph 314 (2) of the Civil Code.

## **8. Data-latency malfunction and serious malfunction**

8.1 In the event of a possible failure of the remote monitoring system, whether complete or affecting several Customers, due to which the Service Provider is foreseeably unable to provide the data required for the e-toll declaration, but the data can be expected to be recovered after the failure is detected, i.e. the failure does not result in data loss and the data provision to the Toll Charger can be guaranteed within 24 hours of the failure, the Service Provider shall notify the Toll Charger immediately after the failure is detected. In this case, the Customer's use of the road shall not be considered as unauthorized. If the Service Provider is not able to rectify the fault with data loss by the beginning of the 19th hour after the fault occurred, the procedure under clauses 8.2.1 and 8.2.2 of the GTC shall apply.

8.2.1 In the event of a failure of the remote monitoring system, which may affect all or several Customers, and which prevents the Service Provider from completing the e-toll declaration and the data declaration cannot be completed even if the failure is rectified, the Service Provider shall notify the Toll Charger of the serious malfunction within 60 minutes of its occurrence.

8.2.2.2 The Service Provider shall then notify the person designated by the Customer as the Person to be Notified in the electronic toll collection system of the serious malfunction within a maximum of 4 hours of the notification of the serious malfunction to the Toll Charger by e-mail and SMS or e-mail and telephone call, that they must purchase a relative ticket at the earliest 1 hour after the notification.

The notification includes:

- the date on which the serious malfunction occurred,
- a brief description of the malfunction, including the cause of the malfunction,
- the registration number of the vehicle concerned,
- a reminder of the obligation to top up and monitor your balance, the exact date from which you will be obliged to buy a travelcard, and that failure to do so will result in unauthorized use and a fine.

## **9. Procedure in the event of a jump**

9.1 In the event of a so-called jump as defined by the Toll Charger, the Service Provider shall notify the Notified Person by e-mail and SMS message within 5 minutes of the confirmation of the jump report sent by the UD system.

9.2 If the UD system initiates an acknowledgement of the reported jump based on the confirmation, the Service Provider shall notify the Notifyee that a jump has been made for a given vehicle (with the number plate) between the two times and the two GPS coordinates (with the coordinates and times) in the absence of position data(s) with presumed road use.

9.3 If no declaration is initiated in the UD system in relation to the notified jump on the basis of the confirmation, the Notifyee will be notified by the Service Provider,

- stating the reason why the return was not initiated,
- that a jump has been reported for a given Vehicle (with registration number) between two dates and two GPS coordinates (with coordinates and dates) in the absence of position data(s), but no declaration has been initiated.

The Service Provider shall simultaneously notify the Toll Charger of the jump. After notification to the UD system, the jump is handled by the UD system.

## **10. Notification of the Customer**

10.1 The Service Provider shall notify the Customer in the cases provided for in the GTCs using the contact details of the Notifiable Persons registered by the Customer in the Toll Charger's system and sent to the Service Provider by the Toll Charger.

10.2 The Customer undertakes to fill in the contact details in the UD system responsibly during registration, to explain the service to the Notifiable Persons and to modify the registered data in the toll service provider's system without delay. The Customer acknowledges that the Service Provider shall not be liable for any damages resulting from the registration of incorrect data, the failure to register data changes or to provide the registered data to the Toll Charger, the unavailability of the Notifiers, or the behavior of the Notified Persons after notification.

10.3 In case of notification by telephone, the Service Provider's obligation to notify shall be deemed to have been fulfilled if the Service Provider has attempted to notify the Notified Person by telephone at least twice within the period of time prescribed for notification, but the Notified Person has not received the notification. The notification shall also be deemed to have been fulfilled if the person to be notified cannot be reached for reasons in the interest of the Customer.

10.4 In the case of notification by SMS, the language of the notification shall be the language of the Service Agreement.

10.5 If the Customer registers several toll vehicles in the Toll Charger's system to the same telephone number or the same e-mail address, and the notification concerns more than 20 of the vehicles of a Notifiable Person registered to the same telephone number or e-mail address, the Service Provider shall carry out the notification with the following deviations:

10.5.1. for the same e-mail address, send a single e-mail notification for all vehicles covered by the notification, listing in the e-mail the registration numbers of the vehicles concerned,

10.5.2. for the same telephone number:

- may fulfil its obligation to notify all vehicles covered by the notification by means of a telephone call, by providing the registration number of all vehicles covered by the notification during the telephone call,
- may send a notification by SMS for all notified vehicles, provided that the SMS does not contain the full number of the notified vehicles, but refers to notifications made through other notification channels, provided that the telephone call referred to in point (a) has been successfully completed in such a way that the full list (matching) of the number plates of all notified vehicles has been made during the telephone conversation.

## **11. Responsibility of the Service Provider**

11.1. The Service Provider shall be liable for the Customer's disadvantage or damage caused by the defective performance of the Service Contract, if it is proven that the Service Provider is responsible for it, as follows.

11.1.1.1 If the data transmitted by the Service Provider to the Toll Charger contained fewer toll right applications than would have been necessary according to the actual use of the toll road by the Customer, and the Customer was therefore fined, the Service Provider shall reimburse the Customer for the amount of the fine.

11.1.2 If the data service transmitted by the Service Provider to the Toll Charger contained more toll right requests than would have been necessary according to the actual toll usage of the Customer, the Service Provider shall reimburse the Customer for the additional toll charge, unless the Toll Charger is required by law or contract to reimburse the Customer for this amount.

11.2. The Service Provider informs the Customer that it has liability insurance that provides cover for damages resulting

from any breach of contract by the Service Provider, in particular for the compensation of the fine according to 11.1.1 and the additional toll according to 11.1.2.

11.3 The Service Provider shall not be liable for unauthorized use of the road during the suspension of the Service Contract (clause 15 of the GTC).

11.4 The Service Provider shall not be liable to compensate for any damages specified in clause 11.1 of the GTC,

- if the operation of the on-board unit is interfered with in a way that restricts or impedes data transmission to the UD system (in particular, if signal transmission is inhibited, prevented or attempted),
- if the harm/damage was caused intentionally or by a criminal act.

11.5 The Customer may submit a claim for compensation to the Service Provider in writing within 30 days of the occurrence of the damage, together with supporting documents, using the contact details indicated in clause 12.2 of the GTC. Failure to meet this deadline shall result in the loss of rights.

## **12. Handling complaints**

12.1. The Service Provider shall investigate customer complaints related to the e-toll registration activities of the Service Provider (in particular, the application for tolling rights, the operation of the related on-board unit) within 5 working days of the notification of the complaint and provide the Customer with a written reply.

The investigation of the complaint may take longer than 5 working days from the date of notification, if the Toll Charger's involvement is necessary to investigate the complaint. In this case, the Service Provider shall forward the complaint to the Toll Charger, who shall inform the Toll Charger of the outcome of its investigation within 5 working days of receipt of the complaint.

12.2 The Customer may submit a complaint in writing or orally using the following contact details:

- postal address: Multi Alarm Co. , 7601 Pécs, PO Box 331.
- e-mail address: [ugyfelszolgalat@multialarm.hu](mailto:ugyfelszolgalat@multialarm.hu)
- phone: +36 1 216 05 05.

12.3 If the Customer lodges a complaint with the Toll Charger and the Toll Charger forwards the complaint to the Service Provider for handling, the Service Provider shall contact the Customer and handle the complaint in accordance with Clause 12.1 of the GTC.

12.5 The Service Provider shall register the reported complaints and shall keep the main data related to the complaints (status of the case, whether a response was given, the time and manner of the response, etc.).

12.6. In matters not covered herein, the provisions set out in the Service Provider's Complaints Handling Policy shall prevail. The Service Provider's Complaints Handling Policy is available at [www.multialarm.hu](http://www.multialarm.hu).

## **13. Data management**

13.1 By signing the Service Contract, the Customer agrees that the Service Provider may process the data provided by the Customer to the Toll Charger and the Service Provider for the purpose of the e-toll declaration as follows.

13.2 The Service Provider shall record the data transmitted from the on-board device to the remote monitoring centre during the e-toll declaration activity (data containing the vehicle position and the data content of the data service to the Toll Service Provider), as well as telephone conversations with the Service Provider, and shall - with the exception of the provisions of clause 13.3 of the GTCF - retain them for at least two months from the date of recording, but for a maximum period of time specified in the Service Provider's data management information.

13.3 If, during the period of data processing specified in clause 13.2 of the GTC, the Toll Charger notifies the Service Provider that a complaint or dispute is pending, the Service Provider shall keep the data concerned until the Toll Charger's notification of the conclusion of the complaint or dispute.

13.4 During the period specified in clauses 13.2 and 13.3 of the GTC, the Service Provider shall, at the request of the Toll Charger, provide the Toll Charger with the data stored in its remote monitoring system in the following cases and for the following purposes:

- the complaint handling procedure carried out by or with the participation of the Toll Charger in order to investigate the merits of the Customer's complaint,
- a dispute between the Toll Charger and the Customer concerning the payment of tolls, in order to settle such dispute,
- any other dispute between the Toll Charger and the Customer regarding the right to use the toll, in order to settle the dispute.

13.5. The Service Provider informs the Customer that the Toll Charger and the official supervisory or other body designated by law as auditor are entitled to audit the Service Provider's activities related to e-toll declarations. By signing the Service Contract, the Customer acknowledges that during the audit the auditor is entitled to access the data generated in connection with the Service Provider's activities as a contributor to the declaration (including the identifiers and types of on-board equipment used by the Customer, as well as their technical specifications and data) within the retention period set out in clause 13.2 of the GTC. Beyond this, the Toll Charger is entitled to access the individual service contracts.

13.6 The Parties agree that trade secrets and personal data concerning the Customer shall not prevent the performance and completeness of the audit pursuant to Clause 13.5 of the GTC and the lawfulness of the transfer of data.

13.7 The Service Provider shall process the personal data that it becomes aware of in the course of the performance of the service in accordance with its data management information, which is also available on the website [www.multialarm.hu](http://www.multialarm.hu), and in accordance with the legal provisions in force at any given time.

#### **14. Amendment of the GTC**

14.1 The Service Provider is entitled to unilaterally modify these GTC in the following cases:

- changes in the law applicable to the Service Provider or the provision of the service,
- any unilateral amendment to the contract made by the Toll Charger, if it directly or indirectly affects the provisions of these GTC,
- a material change in the circumstances of the service which could not have been foreseen at the time the contract was concluded,
- the need for measures to improve the safety or quality of service,
- the technical conditions necessary for the provision of the service change or technical progress so warrants.

14.2. The Service Provider shall publish the unilaterally amended GTC on the website [www.multialarm.hu](http://www.multialarm.hu) at least 15 days before its entry into force and shall notify its Customers thereof.

14.3 In the event of any amendment to the GTC, the Customer shall be entitled to terminate the Service Contract by giving 15 days' written notice. If an amendment to the GTC enters into force within 15 days of the Customer's notification, the Customer shall be entitled to terminate the Service Contract with effect from the date on which the amendment enters into force.

14.4 After the entry into force of the amendment to the GTC, the Customer's use of the e-toll declaration service shall constitute acceptance of the amendment as an implied acceptance.

#### **15. Suspension/restart by the Toll Charger**

15.1 The Service Contract shall be suspended (suspension of service) in the following cases and for the following period:

- the Toll Charger suspends the Customer's right to use the toll during the period of suspension,
- the on-board equipment of a given toll vehicle is entered by the toll service provider in the register of invalidated on-board equipment in the so-called black list, as long as the on-board equipment is on black list,
- if the Toll Charger suspends the activity of the Service Provider, until the activity is resumed.

15.2 In the event of the suspension of the Service Contract, the Service Contract shall not be terminated, but the Service Provider shall suspend the e-toll declarations to the Toll Charger and the fulfilment of its other obligations as set out in the GTC. If several toll vehicles are subject to toll under the Service Contract and the suspension only affects certain specified toll vehicles, the Service Provider shall fulfil the obligations under the Service Contract for the toll vehicles not subject to the suspension.

15.3 If the Toll Charger suspends the receipt of an e-toll declaration from the Service Provider, the Service Provider shall notify the Notified Person by e-mail, SMS and telephone call at least 2 working days before the suspension takes effect, in order to enable the Notified Person to complete the toll declaration in another way. Notification of the Notified Person by the Service Provider shall be deemed to constitute notification to the Customer and the User.

15.4 If the Service Provider suspends the e-toll declaration, it shall notify the Customer and the Notifiable Person at least 3 working days before the suspension takes effect by e-mail, SMS and telephone call in order to allow the Customer and the Notifiable Person to complete the toll declaration in another way. Notification of the Notified Person by the Service Provider shall be deemed to be notification of the Customer.

The notification includes:

- the fact of suspension of the contract between the Toll Charger and the Service Provider,
- the reason for which, the date from which and the registration number of the vehicle for which the Customer is obliged to change to a relative ticket,
- a warning that failure to purchase a route ticket will result in unauthorized use and possible fines.

15.5 If the e-toll declaration suspended by the Toll Charger is restarted by the Service Provider, the Service Provider shall notify the Customer and the Notified Person of the fact of restart at least 1 day before the restart date, in order to avoid multiple toll payments by the Customer. Notification of the Notified Person by the Service Provider shall be deemed to be notification of the Customer.

15.6 If the Service Provider restarts the e-toll declaration that it has suspended, it shall simultaneously notify the Customer and the Notified Person of this fact.

15.6 Following the notification pursuant to Clause 10.2 or 10.3 of the GTC, the consequences of unauthorized use of the toll road and the additional toll shall be borne by the Customer.

15.7 A force majeure event shall be deemed to be an event beyond the control of the Parties which cannot be avoided. Neither Party shall be liable for non-performance, defective performance or delay in performance of the Service Contract if caused by a Force Majeure Event.

## **16. Termination of the Service Contract**

16.1.1. The Service Contract shall be terminated

- by mutual agreement of the Parties, on a date to be determined by the Parties,
- ordinary termination by the Customer (16.2.1.)
- by ordinary termination of the Service Provider's contract (16.2.2.)
- by immediate termination by the Customer
- by terminating the Service Provider with immediate effect
- in the event of an amendment to the GTC, by written notice of termination given by the Customer to the Service Provider on the 15th day following the notification of the amendment, or on the day of entry into force of the amendment if less than 15 days,
- by immediate termination by the Customer (16.2.3.),
- the date of termination of the UD scheme, the date of termination of the UD scheme,
- if the contract between the Toll Charger and the Service Provider as a declaration intermediary is terminated for any reason, on the date of termination of the contract,
- the death of a natural person Client, legal person, legal entity or unincorporated organization without legal personality,
- the Toll Charger shall notify the Service Provider of the successful completion of the cancellation process of the registration in the UD system.



## **16.2. Termination of a service contract**

16.2.1 The Customer may terminate a Service Contract of indefinite duration without giving any reason by written notice to the Service Provider.

If the Client does not specify the date of termination in his declaration, or if the date specified by the Client in the termination notice is earlier than the date of processing, the termination shall take effect on the date of completion of processing.

The Service Provider will start processing the termination no later than 24 hours of the working day following the day of receipt. The service shall be terminated upon completion of processing, but no later than 24 hours on the 3rd day following the start of processing.

16.2.2.2 The Service Provider may terminate the Service Agreement without giving any reason by written notice to the Customer, giving 30 days' notice. The period of notice shall begin on the day following the day on which the notice of termination is given. If the Service Provider terminates the contract by giving notice of termination, it shall notify the Notified Party and the Toll Charger 15 days before the date of termination. Notification of the Notified Person by the Supplier shall be deemed to be notification of the Customer.

16.2.3. The Customer may terminate the Service Contract with immediate effect if the Service Provider seriously breaches its obligations under the Service Contract through no fault of its own.

16.2.4. The Service Provider is entitled to terminate the Service Contract with immediate effect if the Customer has an overdue debt to the Service Provider for any reason that is more than 30 days overdue and the Service Provider has given the Customer a prior written notice to perform and the Customer has not performed despite the notice. If the Service Provider terminates the contract with immediate effect, it shall notify the Notified Party and the Toll Charger 1 hour before the date of termination.

## **16.3 Procedure in the event of termination of the Service Contract**

16.3.1 If the Service Contract is terminated for any reason, except for clause 16.1.1. c) e) h) of the GTC, the Service Provider shall notify the Notified Person of the fact and date of termination and the registration number of the vehicle(s) concerned at least 5 hours before the termination of the contract. Notification of the Notified Person by the Service Provider shall be deemed to constitute notification to the Customer and the User.

As of the date of termination of the Service Contract, the Customer is obliged to arrange for the acquisition of the right to use the toll by other means (by purchasing a relative ticket, by using another toll collection agent).

16.3.2 If the contract between the Toll Charger and the Service Provider as a contributor to the declaration is terminated for any reason, the Service Provider shall notify the Notified Person at least 3 working days before the termination. The means of notification to the Notified Person shall in all cases be by e-mail, SMS and telephone call. Notification by the Service Provider to the Notified Person shall be deemed to be notification to the Customer.

The notification includes:

- the termination of the contract between the Toll Charger and the Service Provider,
- the reason, the date from which the Customer is obliged to change to a relative ticket for which number plate vehicle.
- a warning that failure to purchase a route ticket will result in unauthorized use and possible fines.

In the case of GTC 16.2.2. and 16.2.4. the notification sent by the Service Provider shall also include

- the OBUID identifier
- the reason for the termination
- and the starting date of the termination.

## **17. Cooperation and other provisions**

17.1 During the performance of the Service Contract, the Parties shall cooperate with each other and provide each other with all information necessary for the performance of the Service Contract, and shall notify each other of any circumstances affecting the performance of the Service Contract.

17.2 Within the framework of cooperation, the Parties shall endeavor to settle any disputes arising from the Service Agreement by amicable settlement. In the event of a dispute that cannot be settled by amicable settlement, the Parties shall apply to the competent court having jurisdiction at the place of the Service Provider's registered office.

17.3 The Service Provider reserves the right to change any element of the technical solution used for e-toll declaration, if the newly used technical solution can provide a service at least equivalent or higher than the previous one, which meets the conditions set by the Toll Charger for audited toll collection intermediaries.

17.4 The regularity of the postal communication is not affected by the undeliverability of the postal item due to the fault of the Customer (in particular, if the postal item is marked "addressee unknown", "address not identifiable", "not sought", "refused", "moved"). Returned items shall be deemed to have been delivered on the date of attempted delivery if the addressee has refused to accept delivery or the item has been marked by the post office as "addressee unknown", "address not identified" or "moved". If the delivery of a letter sent by registered post was unsuccessful because the addressee did not accept the document (it was returned to the Service Provider marked "not sought"), the document shall be deemed to have been delivered on the fifth working day following the day on which the attempt to deliver the document by post was made. Non-receipted mail shall be deemed to have been notified on the 20th day following the date of posting. The Service Provider's postal notification is appropriate if the mailing is made to the postal address (or, in the absence thereof, to the address of the registered office or registered office) provided by the Customer.

17.5. Where these GTC require a written form, the Service Provider accepts a document signed by the Customer (in his/her name) as a valid legal declaration. A document signed by the Customer (in writing) shall be deemed to be in writing if it is sent to the Service Provider electronically in image format. In addition, a notification sent by the Service Provider to the Customer's e-mail address or telephone number (SMS) shall be deemed to be in writing, in which case the dispatch shall be deemed to have been communicated at the time of dispatch, irrespective of when the content of the dispatch was made known to the addressee.

17.6 The Customer may not transfer its rights and obligations under the Service Contract to a third party without the prior written consent of the Service Provider.

17.7 In matters not regulated in the Service Contract, the provisions of the legislation in force at the time, in particular Act LXVII of 2013 on the tolls for the use of motorways, motorways and main roads and the provisions of the Civil Code shall apply.

<b>CONTACT DETAILS OF MULTI ALARM CO.</b>	
Cancel alert	+36 20 9662 244, +36 30 9662 244, +36 70 9662 244
GPS support	+ 36 72 513-133
Customer service	+36 20 9966 013, +36 30 9966 013, +36 70 9966 013 E-mail address: <a href="mailto:ugyfelszolgalat@multialarm.hu">ugyfelszolgalat@multialarm.hu</a>
Technical fault report	+36 20 9966 389, +36 30 9966 389, +36 70 9966 389
Website	<a href="http://www.multialarm.hu">www.multialarm.hu</a>
Mailing address	7601 Pécs, PO Box 331.
Dispatch center outgoing numbers (These are non-recallable numbers by customers!)	+36 20 881 1205, +36 30 344 2805 +36 1 666 2105, +36 72 513 130