**CONTRACT**

**FOR DATA PROVIDING SERVICE**

**in the Electronic** **Toll** **Collection System** **(HU-GO)**

****

Contract Number**:**

Contracting parties:

|  |  |
| --- | --- |
| **Company name**/**Name:** |  |
| **Address / Headquarters:** |  | **Fax:**  |  |
| **Phone numbers:** |  | **e-mail:** |  |
| ***Person (not affiliated with a company):*** | **ID** number**:** |  |
| **First Name and last name:** |  | **Place of birth:** |  |
| **Mother's maiden name and surname:** |  | **Date of birth:** |  |
| ***For business users:*** |
| **ID number:** |  | **VAT:** |  |
| **Representative:** |  | **Contact person:** |  |

as **a Subscriber** (hereinafter: **Subscriber)** and

|  |  |
| --- | --- |
| **Company name**/**Name:** | T.E.L.L. System Services Ltd. |
| **Headquarters:** | 4034 Debrecen, Slaughterhouse u. 2 | **Email:** | ugyfelszolgalat@eutdijfizetes.hu |
| **Phone numbers:** | 52/530-130 | **Fax:** | 52/530-131 |
| **Representative:** | Péter Gáll, Director of Izvršni | **ID number :** | 09-09-022041 |
| **Contact person:** | Siteri Mariann | **PIB:** | 23582196-2-09 |

as **mediator in the calculation** of miles **traveled** (hereinafter: Accounting **Intermediary)**

1. **Contract Subject:**

The Contracting Parties shall establish that a subscription contract has been concluded between subscribers and CVS Mobile DD., Gradnikove Brigade Street 11, Ljubljana, Slovenia, as the Service Provider, in connection with the vehicle device numbers (vehicle tracking unit) specified in Annex No.1 of this contract agreement, for the use of GPS vehicle tracking services. The service provider along with devices specified in Annex No. 1 of This contract record road usage data.

With this contract, the Subscriber instructs the Accounting Intermediary to participate in the fulfilment of the Contract for toll payment concluded with ÁAK (Állami Autópálya Kezelő Zrt. – State Highway Manager z.d.d.) The Accounting Intermediary under the Toll Act participates in procuring the right to use roads for the subscriber and therefore forward to ÁAK the following:

* request of the Subscriber for the rights to use the road,
* data on the road usage by subscriber, in format and data content as specified by the ÁAK.

The accounting intermediary further obligates themselves that in the cases, and the content specified in the General Terms of the Contract, they will notify the Subscriber of the relevant circumstances related to the use of the road on their part. The accounting intermediary accepts the order and declares that the basis of the contract with the AAK is authorized to execute the order. The subscriber is informed that the e-toll service may only be used in Hungary.

1. **The contracts comes into effect:**

The subscriber is informed by the Accounting Intermediary that this contract comes into effect from the date on which the Subscriber registers the vehicle and GPS device in the vehicle on the registration website of the ÁAK[(www.hu-go.hu).](http://www.hu-go.hu) During the registration process, the Accounting Intermediary confirms the registration of subscribers according to ÁAK. After the successful conclusion of the registration procedure, the accounting intermediary is obliged to fulfil the obligations undertaken by this contract. The registration process shall be successfully concluded when the OBU ID and PIN identifiers belonging to a given vehicle (a GPS device in the vehicle with a unique identifier) of the Subscriber may be paired with the Accounting Intermediary in the ÁAK system and on the success of that Subscriber gets a confirmation on the registration page of the ÁAK. The subscriber is informed that in the system the device undergoes preliminary check. Before registration, the Accounting Intermediary shall electronically provide the Subscriber with a list of devices that can start registration on the ÁAK website, or the means for which a technical inspection has been completed. In relation to devices where a preliminary check has shown that an error exists, registration cannot be started until the device is repaired or possibly replaced. The subscriber is informed that they shall surrender the rights of use of data they receive from the Accounting Intermediary to the ÁAK. The subscriber is informed that inclusion in the JDB class according to the number of axles in the ÁAK system is the task and responsibility of the Subscriber. The subscriber is not authorised to use the GPS device in a vehicle other than the one for which it is registered to.

1. **Notification obligation:**

The sides attached Annex no.1 of this contract establishes contacts (telephone number, SMS, e-mail) through which the Accounting Intermediary is obliged to comply with the obligation to notify.

The subscriber is informed that if the information provided in Annex No. 1. and data that, during the process of registering the Subscriber entered in the ÁAK system, do not match, the obligation to notify only through contacts entered into the ÁAK system during the registration process.

1. **Service charge:**

The subscriber is not charged with the obligation to pay an additional fee other than the subscription fee for the use of GPS tracking services of vehicles specified in the contract made with the Service Provider, for them the service under this contract is provided free of charge by the Accounting Intermediary. The parties determine that if subscriber in Annex no. 1. for confirmation to change the the number of axles, use the telephone number and use the SMS service relating to this, the fee for the same shall be paid to the telecommunications service provider by the Subscriber. The condition of using the axle number change service is to mount the switch to change the number of axles into the vehicle and order the service at the e-mail address ugyfelszolgalat@eutdijfizetes.hu. Confirmation of the modification of the number of axles. The accounting agent will start from the date (date of activation) specified in the e-mail confirming the order. Until the date of activation of the axis number change, it is possible only and exclusively on the website of [the www.hu-go.hu](http://www.hu-go.hu), and after the date of activation –depending on the subscriber's order – only and exclusively by SMS or by using a switch to chose the number of axles.

1. **Other regulations:**

The subscriber gives consent to the Accounting Intermediary for handling and recording the data specified in this agreement.

By signing this contract, the Subscriber gives his explicit consent that the Accounting Intermediary uses the services of the realization partner during the fulfilment of the contract. In the cases specified in the General Terms and Conditions of the contract, the Service Provider is liable for the damage suffered by the Subscriber, in respect of which the coverage provides professional liability insurance concluded by the Broker with AIG Europe Limited, a subsidiary in Hungary. The Subscriber agrees that the Service Provider will comply with the reporting obligation through the contacts defined in the ÁAK system during the Subscriber registration procedure, and will publish general information on fulfilling the order on the service provider's website (www.info.easytrack.hu). The Contracting Parties consider that the reporting obligation has been fulfilled. The Subscriber accepts that the Service Provider provides its services on the basis of data defined during registration in the ÁAK system and data provided by the Subscriber during registration (registration number, OBU ID, PIN code). The Subscriber accepts that the penalty, the fine imposed by ÁAK for incorrectly entered data or connections, cannot in any way be transferred to the Accounting Intermediary. The Subscriber is responsible for the accuracy of the data entered into the ÁAK system. Further conditions for fulfilling orders that are not regulated by this Agreement are determined by the General Terms and Conditions (GTC) which form an integral part of the Order Agreement. The Subscriber declares that he is acquainted with the provisions of the General Terms and Conditions of the contract and that by signing this Contract on the order he accepts it as binding for himself. Acceptance of the OUU also means an obligation that the Subscriber will comply with the provisions of the always valid OUU and the law. If the Subscriber does not accept the provisions of the GTC, no Order Agreement will be concluded between the parties. The OUU can be downloaded from www.info.easytrack.hu.

The Parties have read this Agreement and signed it as an expression of their will in approval. The contracting parties declare that they will strive for an amicable settlement of the disputed issues. In case of failure, they determine the exclusive jurisdiction of the Municipal Court in Debrecen, or - depending on the value limit - the County Court in Debrecen, and determine the applicable law as Hungarian law.

Persons acting as representatives of the parties declare that they are authorized to sign, represent and make the decisions necessary for the conclusion of this contract.

The parties, after reading and interpreting, signed this agreement as a document that expresses their will in everything, as a sign of approval.

date: Location:

 **……………………………. …………………………….**

 **Subscriber Billing Agent**

**Additional information:**

* Information on those to be reported (Annex No 1)

**CALL CENTER AVAILABILITY:**

Phone: +36-30/294-00-00, +36-1/883-8851, E-mail: ugyfelszolgalat@eutdijfizetes.hu

Postal address of the Call Centre **T.E.L.L. Kft. Customer relationship 4034 Debrecen Vágohíd u. 2. Hungary**

The call Center is available 24 hours a day. Our associates are at your disposal in Hungarian, English, German, Czech, Slovak, Romanian and Polish.