

General Terms of Contract

Annex 1 “MVbike Community Bike Rental System” – “MVBike” General Terms of Contract

Preamble

The Mária Valéria Bike Community Bike Rental System is a community rental bike system implemented as part of the project “Mária Valéria Bike” - Cross-border public bike system in Esztergom and Štúrovo under the identification number SKHU/1601/2.2.1/127. The MV Bike Community Rental Bike System (hereinafter referred to as “MVBike”) is a new transport option in Esztergom and Štúrovo. Bicycles designed individually for this dedicated purpose are available for rent in the busiest hubs of the city, near city functions (schools, kindergartens, offices) and plants, from rental stations of uniform design, and after the use can be left at any other docking station.

Bikes can be rented by regular users using MVbike card, and with the help of a PIN code received in text message following registration by occasional users. The Operator does not guarantee successful receipt of the text message, and cannot be held responsible, if the text message is not delivered.

Bikes can be rented 24 hours a day.

The MVbike card is a plastic card with a unique identifier (“smart card”) entitling its user to rent one bicycle at a time. Cards with half-year or one-year validity can be acquired at points of purchase and in the Central customer service office for a card rental fee and after signing a rental contract for the use, purchasing a pass and topping up a minimum amount. With the use of the card it is possible to rent bikes of uniform design of the MVbike system with MVbike label directly at the docking station, where the rental process can be conducted with a card reader labeled MVbike. The given point of purchase issues its own invoice on the applicable card fee, rental fee, as well as the amount topped up.

For the use of the MVbike System, occasional Users have to register on the www.mariavaleriabike.eu website or at the MVbike rental stations, where registration is possible, or at the card selling points, or in the Central customer service office. Following registration and purchase of ticket, rental is possible at the control pole of the rental stations, using the PIN code received in text message. The Operator does not guarantee successful receipt of the text message, and cannot be held responsible, if the text message is not delivered.

Rental bikes are locked to the docking station with electronically controlled locks.

The Mária Valéria Bike Community Rental Bike System is owned by the Municipalities of Esztergom and Štúrovo, whereas the operator of the MVbike system is the T-Systems Magyarország Zrt.

The present General Terms of Contract (hereinafter referred to as GTC) contain the conditions of using the MVbike System. The GTC forms inseparable part of all contracts for the use of the MVbike card and the rental bike entered into by the Users of the MVbike System and the operator of the MVbike System. By registering to the MVbike System and/or purchasing the MV Bike cars and pass at the card selling points, the User explicitly accepts the present GTC.

- Contact details of the call center: +36-20/420-6078; +36-20/422-8880
(With respect to the call center customer service, the Operator employs Neuzer Kft as a contributor)
- Website: www.mariavaleriabike.eu

I. DEFINITION OF TERMS

For the purpose of the present GTC, the following terms shall bear the meaning determined hereunder:

1. *Docking station*: structure located at the rental stations responsible for fixing the MVbike bicycle. Its components are the TAG reader, the card reader, the lock and two high power led light sources.
2. *MVbike bicycle*: individually designed bicycle, all elements of which can be dismantled using a specific unique tool. Its frame and parts are not standard, its seat cannot be removed. It is equipped with large-surface front and rear mudguard, front luggage rack, tire with light-reflecting strip, as well as a dynamo mounted on the front hub ensuring permanent lighting.
3. *User*: natural or legal person entering into contract for the use of the MVbike card for a definite period of time, or becomes entitled to use MVbike bicycles according to the present GTC after registering as an Occasional User and having an MVbike with positive balance or Pin code received in text message and a purchased ticket.
4. *MVbike card*: magnetic card available at the card selling points and in the central customer service office for a definite period of time, for half year of one year.
5. *Rental*: the MVbike bicycle is used by the User for the duration and in the manner determined in the GTC.
6. *Rental station*: Site for the rental of MVbikes located within the administrative territory of Esztergom and Štúrovo, consisting of a Control pole, a specified number of Docking stations and MVbike bicycles.
7. *Dispatcher center/call center*: a center available for calls of the users and interested persons, where dispatchers provide information on the operation of the System, register the reported failures and notes, and take care of eliminating technical problems and other faults.

8. *Central Customer Service Office:* Here the User may enter into the contract for the MVbike card, obtain the MVbike card for the rental of MVbike bicycles, top up the desired amount to the card, request invoice in case of online ticket purchase or balance topup, replace lost or damage cards, personally report failures and conduct full-scale administration. The Customer Service shall forward the error report made in person to the dispatcher center, otherwise it is not competent in the resolution of systemic or technical problems.

Central Customer Service Office: name, address, business hours and contact details

Name: Altrix Sport Bolt

Address: Esztergom, Kossuth Lajos u. 65, 2500

Phone:(06 33) 502 175

E-mail:

Business hours:bolt@neuzer-bike.hu

Monday – Friday:9 a.m.-5 p.m.

Saturday: 9 -12 a.m.

Sunday: -

Card selling points: name, address, business hours and contact details details:

Name: Prímás Pince

Address: 2500 Esztergom Szent István Tér 4.

Phone.: +3633541965

E-mail: -

Business hours:

Monday – Friday: 9.00-17.00

Saturday: 9.00-17.00

Sunday: 9.00-17.00:

Name: Rugby Club Hotel és Sportcentrum

Address: 2500 Esztergom, Nagy Duna sétány 1.

Phone.: +36204760454

E-mail: info@rugbyclub.hu

Business hours:

Monday – Friday: 8.00-22.00

Saturday: 8.00-22.00

Sunday: 8.00-22.00

Name: Euro Bufet

Address: Železničný rad 11, 94302 Štúrovo

Phone.: 00421 944 943 075

E-mail: zoltanhornyak@gmx.com

Business hours:

Monday – Friday: 5.00-20.00

Saturday: 6.00-20.00

Sunday: 6.00-20.00

Name: Mestská športová organizácia

Address: Športová 5, Štúrovo, 943 01

Phone.: +421 36 752 48 67

E-mail: -

Business hours:

Monday - Wednesday- Friday: 9.00-14.00

Name: Wellness hotel Thermal Štúrovo / Thermal Wellnesshotel

Párkány

Address: 94301 Štúrovo, Pri Vadaši 2

Phone.: 00421/36/7560101

E-mail: hotel@vadas.sk

9. Card selling points: contracted partners, where the MVbike card (magnetic card) can be purchased and the desired amount can be topped up to the MVbike card.

10. Updated list, addresses and opening hours of Card selling points can be found on the website www.mariavaleriabike.eu.
11. *Control pole*: equipment interconnected with the station for reading the MVbike card and for rental using the PIN code received in text message; its components are the control computer, the card reading system, the monitor and the control keyboard. At the control poles of rental stations with registration option it is possible to register.
12. *Operator*: the operator of the MVbike system is T-Systems Magyarország Zrt. (Trade Register Number: 01-10-044852, registered address: 1097 Budapest Könyves Kálmán körút 36., postal address: 1097 Budapest Könyves Kálmán körút 36, tax ID: 12928099-2-44, e-mail address: kiss.balint@t-systems.hu).
13. *System*: The Mária Valéria Bike Community Bike Rental System, a community rental bike system implemented as part of the project “Mária Valéria Bike” - Cross-border public bike system in Esztergom and Štúrovo under the identification number SKHU/1601/2.2.1/127.
14. *Website*: Internet website www.mariavaleriabike.eu operated by the Operator.

II. Scope of the GTC

Effect of the present GTC extends to all services related to the System rendered by the Operator within the administrative borders of Esztergom and Štúrovo listed in the information published on the Website.

Individuals under the age of 14 are not entitled to enter into contracts for the use of the System. With respect to natural persons over the age of 14, the Operator shall regard the contracts entered into for the use of MVbike bicycles as contracts of minor importance to cover everyday needs, pursuant to Section 2:12 (2) b) of the Hungarian Civil Code, and does not require the consent of legal representative to enter into such contracts.

By purchasing the MVbike Card, the User accepts the provisions of the present GTC as mandatory.

The present GTC shall remain in effect for an indefinite term starting from December 27, 2019. The Operator is entitled to amend the GTC and its annexes; such modifications also apply to the contracts effective at the time of the amendment. Potential amendments are announced 10 days before their effective date under the Announcement on the Website, and will enter into force, when published under Information/Contracts. In case, if the User does not wish to acknowledge the amending provisions of the GTC, then he/she is obliged to return the MVbike Card to the Operator at the customer service office or at any Card selling point within 10 days from the announcement date of the amendment. Failure to return the MVbike Card is regarded as acknowledgment of the amended GTC.

With respect to issues not specifically regulated between the Parties, provisions of the Hungarian law shall govern.

III. Bike rental options

III.1. For Regular Users /

MVbike Card or pass of permanent nature shall in each case be purchased at the Central Customer Service Office or at the Card Selling Points. After the expiry of the purchased MVbike Card, the User can extend the validity of the card and to purchase a new pass solely at the Central Customer Service Office or at the Card selling Points.

Natural person above the age of 18 may possess no more than four MVbike Cars and accordingly may rent no more than four MVbike bicycles at a time.

Natural persons below the age of 18 may possess no more than one MVbike Card at a time.

Non-natural person Users may possess no more than ten permanent MVbike Cards at a time. In case of requests for ten MVbike cards, request of the non-natural

person shall be approved and authorized by the Operator in advance via entering into a separate agreement with the non-natural person.

For the purchase of the permanent MVbike Card, the Operator - and the seller acting in its own name, but selling the card for the benefit of the Operator - shall request the provision of the following data:

- name, birth name
- citizenship,
- address of Hungarian residence or place of stay (if both are available)
- number of personal ID/driving licence
- place and date of birth
- mother's name:
- Mobile phone number
- e-mail address

Hungarian citizens shall certify the above data with valid personal identification documents (personal ID, card-format driving licence and address card or foreign passport), Slovakian and other citizens shall do the same with valid personal identification document. For foreign citizens with residence permit in Hungary - including temporary permits - valid address card issued by the Hungarian authorities is required. In case of any change to his/her personal data, the User is obliged to notify the Operator within 5 days, and to present the corresponding documents to the Operator at the Card Selling Point or in the Central Customer Service Office.

Detailed rules related to data controlling are contained in Section VI of the GTC.

Non-natural person, institution or NGO Users - if registered in Hungary and/or Slovakia with their effective certificate of incorporation or other document certifying the registration, and the specimen signature (sample signature) of the person entitled to represent the entity. If it has not been registered in Hungary and/or in Slovakia, then the MVbike Card and the pass can be purchased with documents certifying the registration abroad, as well

as the document certifying the right of the representative to represent the company. Before the purchase, the representative entitled to sign for the company must certify his/her own identity pursuant to the rules applicable to natural persons. A third person authorized by the representative entitled to sign for the company may also act, in which case the authorization contained in a private or authentic instrument with full probative value must contain the above listed personal data of both the representative and of the authorized person.

The MVbike entitles the person legitimately using it to use bikes located in the MVbike Rental Station.

In case of natural person Users based on MVbike card, only the person, for whom the MVbike card was issued is entitled to use the MVbike card. Should the User transfer the MVbike card or the ID and PIN code issued to him/her to another person, the User for whom the MVbike card was originally issued shall be responsible to the Operator for the activities of or potential damage caused by any third person actually using the MVbike card, ID and PIN code issued for the User.

Non-natural person Users may transfer the cards issued to him/her for use to natural persons determined by the User in question. Non-natural person Users are responsible to the Operator for the activities of and damage caused by the persons, to whom they transferred the MVbike cards for use.

The user may not partly or wholly transfer the balance of the MVbike issued for the User to an MVbike card issued for another User. Maximum amount of the balance related to an MVbike card is contained in the information on the Website. The balance can be topped up as many times, as needed; the maximum amount is limited to the maximum extent of the balance.

III.1.1. The MVbike card

The MVbike card is a plastic card with unique identifier entitling the holder of the card to rent one bicycle.

MVbike cards can be applied for at the card selling point and in the central customer service office by paying the fees of a half-year or one-year pass, the fee of the MVbike card and by topping up the minimum amount to the card; addresses of the card selling points are indicated on the control pole screens under the “Card Selling Points” menu tab, and on the Website.

Validity of the MVbike card is the same as the expiry time of the pass. Expiry time of the MVbike card will automatically be extended by purchasing a new pass at the Card Selling Points and in the Central Customer Service Office.

Should the User lose, damage or otherwise make useless the MVbike card issued to him/her, or if the card becomes useless otherwise, the User must purchase a new MVbike card. The User shall be responsible for the MVbike card issued to him/her and for the contractual use of the same. The User for whom the MVbike card has been issued shall be responsible for the loss or non-contractual (fraudulent) use of the MVbike card in question. The User is obliged to report to the Operator the loss, destruction or damage of the MVbike card issued for him/her within 1 (one) working day as of being aware of the loss, destruction or damage of the card; such report must be made in person in the Central Customer service Office or at any of the Card Selling Points, or over telephone to the call center.

III.1.2. Annual pass and card fee

For the use of the MVbike Card a half-year or annual pass granting access to the System has to be purchased. The price of the pass and the fee of the MVbike Card are indicated on the Website. In case of passes purchased at card selling points located in Slovakia, the fee determined in Euros, whereas in passes purchased at Hungarian card selling points or Central Customer service Office, the fee determined in Hungarian forints shall be paid.

Passes and card prices

	EUR	HUF
Annual pass	20	6500
Six-month pass	12	4000
Monthly pass	2.5	850
Fee of the Mária Valéria Bike card	2	600

In case if during the validity period of the rental period specified in Section III.1.3. increases or the free of charge period decreases, the pass can be returned within 8 days at any card selling point in the country of the original purchase, and the time-proportional amount will be reimbursed.

Passes can be purchased parallel to application for MVbike card or to the extension of validity period of an existing MVbike card at the Card selling points, simultaneously with signing a new MVbike card and Bike Rental Contract.

Additionally, when selection the MVbike card, a minimum amount of HUF 1000 / EUR 3 has to be topped up to each acquired MVbike card. The topped up amount can be used during the validity period of the pass or of an another pass purchased within one month following the expiry of the first pass. After the expiry of the pass, the unused amount is reimbursed at the Card Selling Points. Rental fee of the MVbike bicycle is deduced from the topped up cash amount. Should the balance of the User drop to zero or below, or the validity of the MVbike card or of the pass expires, the User loses his/her eligibility to use MVbike bicycles. In this case the Docking station gives an intermittent beeping sound. At the time of repeatedly topping up the balance, the negative balance has to be settled, and then an additional minimum amount of HUF 1000/EUR 3 must be topped up. MVbike cards can be topped up at the Card selling Points, in the Central Customer Service Office and on the Website.

III.1.3. Rental fee

First half hour of each new rental initiated with the purchased and valid pass is free of charge. After the first half hour, each started half hour is considered as rental, and will be charged accordingly. Rental fee is indicated on the Website.

Maximum rental period is 10 hours per occasion.

III.1.4. Renting with MVbike card

With an MVbike card, the User may start the rental directly at the Docking station. In order to start using the MVbike bicycle, the card must be touched to the card reader located on the Docking station. This is followed by a sound and flashing light signal, after which the lock holding the bike opens. The signal keeps flashing for 20 seconds, during which the bike can be removed from the docking station. Otherwise, the mechanism is relocked. After starting the rental, two minutes are available to check the technical condition of the bike. After this, the rental fee begins to be charged. If any failure (vandalism, defect, ruptures, etc.) is detected on the bike, then it can be replaced to the docking station within the 2-minute period mentioned above. The User is obliged to report any failure of the bike or of the docking station at the control pole.

III.2. For Occasional Users / Occasional Rental

Occasional MVbike rental is available to natural persons over the age of 14, who do not possess a permanent MVbike Card. Non-natural persons are not entitled for occasional rental. For occasional rental, Users must possess a debit/credit card and a mobile phone. An amount equal to the deposit must be available on the debit/credit card as a minimum.

Occasional rental can be initiated on the Website.

Effect of occasional rental is valid for the duration of the selected ticket. In case if a User wishes to initiate multiple occasional rental with the same debit/credit card, the amount of the deposit will be separately locked on the card for each rental. In case of

Occasional rental, the holder of the debit/credit card is considered as the contracting party, The service provider conducting the sale on the website does not verify, whether the card is used legitimately, and therefore the seller does not bear responsibility for the use of the card. Such contracts are deemed as lawfully executed, and the seller shall deduce the fees payable for the delivery of the contract from the deposit locked on the User's debit/credit card,

III.2.1. Registration

Registration is necessary for the use of the MVbike system, which can be done on the www.mariavaleriabike.eu website and at the control pole of MVbike rental stations with registration option. Such MVbike rental stations can be found under the "Rental stations" menu tab of the control pole.

A text message with an 8-digit PIN code is sent to the mobile phone number specified during the registration, which is used to identify the User.

III.2.2. Ticket purchase

After the registration, a ticket granting access to the MVbike system must be purchased for bike rental, which can also be done on the www.mariavaleriabike.eu website.

Ticket price:		
	EUR	HUF
24-hour ticket	1.3	400 HUF
72-hour ticket	3	1,000 HUF
Weekly ticket	5	1.500 HUF

The ticket is available for the selected period. This duration is either 24, 72 hours, or 1 week. The valid ticket entitles the User to rent one bike, the duration of which rental may not exceed 10 hours per occasion.

Ticket prices are indicated in the information located on the Website.

When a ticket is purchased, the system will lock HUF 5000 (or EUR 15, if the Card Selling Point is located in Slovakia) as deposit on the debit/credit card of the User. After the expiry of the purchased ticket, the system will deduce the price of the ticket from the amount of the deposit, and will release the remaining amount on the debit/credit card of the User. The purpose of the deposit is to ensure the collection of the fees claimed from the buyer (rental fee, compensation for damages, etc.). If the amount of the deposit is not sufficient to cover all these fees, the User will still be responsible for full payment of the fees not covered by the deposit.

III.2.3. Rental fee

The rental fee is indicated in the information located on the Website. For conventional bicycles, the first half-hour is free of charge.

Rental fee		
The first thirty minutes are free of charge	EUR	HUF
Conventional bike		
Each started half-hour	0.5	200
Electric bike		
Each started half-hour	0.5	200

Maximum rental period is 10 hours per occasion.

III.2.4. Rental with PIN code

Rental can be initiated after registration and ticket purchase. After selecting the “Rental with PIN code” menu point, the 8-digit code has to be entered, and when it is accepted, the serial number of the selected bike has to be entered. This can be read from the docking station. After this, the docking station indicates with sound and

flashing light signals that the bike can be removed from the docking station. The signal keeps flashing for 20 seconds, during which the bike can be removed from the docking station. Otherwise, the mechanism relocks the bicycle. After starting the rental, two minutes are available to check the technical condition of the bike. After this, the rental fee begins to be charged. If any failure (vandalism, defect, ruptures, etc.) is detected on the bike, then it can be replaced to the docking station within the 2-minute period mentioned above. Defective bikes or docking stations have to be reported directly at the control pole.

III.3. For all Users

1. In case of power outage or failure/discharge of batteries at the Rental Stations, the User will be unable to remove the bike from the Docking Station, however after the completion of the Rental it will still be possible to return the MVbike bicycle to the Docking Station. The Operator reminds the Users that in case if the MVbike is returned to a defective Docking Station, then until the operation is restored and the failure is eliminated, the User will not be able to rent MVbike bicycles from either the defective or any other Docking Station. In such case, please contact the Dispatcher Center.
2. After the Rental, the User may return the MVbike bicycle to any empty docking station of the Rental Station. Upon returning the bike, lights on the docking station switch on and flash for 20 seconds, which indicates that the bike is returned. The moment of returning the MVbike bicycle to the Docking Station is the final moment of the Rental, and is recorded as such by the head unit of the Docking Station.
3. The Operator warrants that for the duration of the Rental, no third party has any right or claim for the MVbike bicycle that would restrict, limit or exclude the User from the use of the MVbike bicycle. Keeping the bikes in condition suitable for regular use is the task and responsibility of the Operator. However, with respect to the fact that there is no permanent personal duty present at the Rental Stations, it may happen

that Users place (return) defective bikes to the station. Because of this, the responsibility of taking care of and granting the suitability for regular use of the bikes is shared between the Operator and the User, whereas the User must act as stipulated in section IV/6.

4. Tangible assets forming part of the MVbike system are owned by the Municipalities of Esztergom and Štúrovo, so the damages suffered by the tangible assets forming part of the system are considered as damages suffered by the Municipality of Esztergom and of the city of Mesto Štúrovo. In the course of non-contractual use of the MVbike system, the User may also cause damage to the tangible assets owned by the Operator; such damages are considered as damages suffered by the Operator, for which the User will be liable toward the Operator. Municipality of Esztergom and the City of Štúrovo are entitled to transfer the right of enforcing the compensation for damages to the Operator, so in the course of enforcing the claims the Operator may act against the User.

III.4. Provisions applicable in case of terminating the contract for all Users.

1. The Operator is entitled to terminate the contract without any advance notification and without granting a deadline for the remedy of any problem, if the User or the person for which the User authorized the use of the MVbike card or of the MVbike bicycle violates the provisions of the present GTC. In case of termination, the User or the person authorized by the User to use the System must stop the use of the System immediately, return the MVbike bicycle to one of the Rental Stations and submit the MVbike card to one of the Card Selling Points

or to the Central Customer Service Office. Even if the MVbike card is not submitted, the Operator will void the MVbike card parallel to the termination. Parallel to the termination of the MVbike Card and the Bicycle Rental Contract, the User is obliged to pay HUF 40,000 to the Operator as penalty. The Operator is entitled to enforce the penalty by deducting it from the balance of any MVbike card concerned by the termination. In case if the User has multiple valid contract at the time of the termination, the Operator is entitled to terminate with immediate effect all contracts for the same reason.

2. In case of termination of the contract, the Operator is entitled refuse entering into a new contract with the User and to inform the Card selling points about this decision at the Operator's sole discretion.
3. The User is entitled to terminate permanent contract at any time with a unilateral legal statement. Together with the statement, the User is obliged to return also the MVbike to any card selling point located in the country, where the purchase was made. Based on the legal statement, the Operator shall void the MVbike card, and the unused amount still on the card shall be repaid to the User.

IV. REQUIREMENTS RELATED TO THE USE OF THE MVBike

1. Maximum rental period of the MVbike is 10 hours per occasion, after the expiry of which period the User must return the MVbike bicycle to any Rental Station and replace it to the Docking Station. In case if the User is unable to return the MVbike bicycle to the Rental Station for the error attributable to the Rental Station, he/she must immediately inform the Operator accordingly via the call center, and to act as agreed with the call center. In case of use exceeding the maximum rental period, the dispatcher center shall declare the MVbike bicycle as missing, on the basis of which the Operator shall be entitled to take legal and other actions and to initiate the corresponding proceedings.

2. MVbike bicycles can solely be used within the administrative borders of Esztergom and Štúrovo, which can be verified on the www.mariavaleriabike.eu website.
3. The User must use the MVbike bicycle in a regular manner, and pursuant to the provisions stipulated in the present General Terms of Contract.
4. The User is obliged to use the MVbike Bicycle in compliance with the road traffic rules, indulgently and in a professional manner.
5. By actually using the MVbike bicycle, the User represents that based on health conditions and physical characteristics he/she is suitable for the use of the MVbike bicycle, and assumes responsibility for potential injuries suffered during the Rental for causes attributable to the User. The User shall take care of his/her own health, asset and liability insurance.
6. Before the use of the Bicycle, the User must make sure that the technical condition of the Bicycle is suitable for regular use. By starting the use, the User acknowledges that the Bicycle is in condition suitable for use.
7. The User is obliged to protect the MVbike bicycle from theft, loss, damage, destruction or any other damage, and to act with due and usually required care to avoid such events and to take the necessary actions.
8. The User may not make any alteration or repair to the MVbike bicycle.
9. It is forbidden to transfer the use of or sublet the MVbike bicycle. The MVbike bicycle can exclusively be used by the User, except for Users with legal personality, for whom the rules stipulated in Section II.1. shall apply.
10. The User may not carry passengers on the MVbike bicycle.
11. It is not permitted to use the MVbike bicycle under the influence of alcohol, drug or narcotics.
12. The User is obliged to report any extraordinary events involving the MVbike bicycle - especially damage, theft or accident caused or suffered by the User - to numbers +36-20/420-6078; +36-20/422-8880, and also the police at the same time, if necessary.

V. RULES GOVERNING RESPONSIBILITIES, ENFORCEMENT OF CLAIMS

1. The User shall be responsible for any damage originating from the fact of not using the MVbike as stipulated in the present General Terms of Contract, or if the User failed to meet the obligations pursuant to the Usage Contract and the General Terms of Contract. This responsibility for damages by the User is comprehensive.
2. The Operator may waive the enforcement of the user's responsibility for the obvious potential damages of the MVbike only in case, if the User reported such damages via the control pole or phone numbers +36-20/420-6078; +36-20/422-8880 before starting the use of the MVbike bicycle. This provision does not exclude the Operator's right to enforce claims against the User causing damages.
3. The Operator may enforce its civil law - or in given cases criminal law - claims pursuant to the applicable legal provisions.
4. For asset protection purposes, stations are under continuous video surveillance control; these records will be used in cases of vandalism, failure or other damages.

VI. DATA PRIVACY

1. The Data Controlling Policy introduced to and accepted by the User upon signing the corresponding contract is available on the website (www.mariavaleriabike.eu).

VII. HANDLING COMPLAINTS

1. The User may report complaints related the System both in writing or orally to the Operator via the Central Customer Service Office, using the contact details specified in the present GTC.
2. A protocol is recorded on the complaint, which protocol is then forwarded by the Central Customer Service Office to the Operator in writing.
3. The Operator shall give a material response to the complaint within 30 (thirty) days as of the date the complaint was submitted, provided that the complaining party provided his/her contact details in the complaint.

VIII. AMENDMENT OF GENERAL TERMS of CONTRACT

1. The Operator is entitled to unilaterally amend the present General Terms of Contract by announcement at least 10 days before the effective date of the amendment. Publication on the website is regarded as announcement. In case if the rental fee increases or the duration of the free of charge period decreases, the Operator is obliged to send direct notification to the User possessing MVbike via email provided earlier by the User. Potential to failure to send such notification does not prevent the modification of the fee or duration, however the User will be entitled to exercise his/her right to return the pass pursuant to III.1.2. for 30 days as of the effective date of the amendment.

2. The Operator shall give advance notification on the amendment of the General Terms of Contract under the Announcement menu item on the Website, as well as in the Central Customer Service Office and at the Card Selling Points in a location well visible for the Users, at least 10 days before the effective date of the amendment. The provided information shall include exact reference to the amended provisions of the General Terms of Contract,

the effective date of the amendment, and the availability of the amended General Terms of Contract.

IX. MISCELLANEOUS PROVISIONS

With respect to the contracts between absent parties stipulated in Government Decree 1.A/45/2014. (II.26.), the information provided prior contracting

- shall include the description and operation of the service on the website referred to in Section I.14.
- the name of the company can be found in section I as operator.
- Registered address, postal address, phone number, fax number, e-mail address of the company can be found under the operator in Section I.
- The location, where the operator conducts its business activities is the registered office indicated in Section I. Consumers may submit their complaints to any of the contact details of the operator specified in Section I.
- The whole VAT-included amount of the consideration for the contracted product or service is included in the present GTC and on the website.
- The Operator does not apply contracts for indefinite period of time or contracts with flat rates. The amount of the consideration depends on the duration of the rental, the calculation method of which is contained in the present GTC and on the website.
- As consideration for the internet, mobile or other electronic connection of the device used to conduct the purchase (mobile telephone, telephone, computer or tablet with internet access, etc.) or potentially for a specific means of payment based on the individual subscriber or other contract of the user, provider of electronic communications services or the provider of payment services may charge fees; the operator shall not charge separate fees.

- Rules regarding the handling of complaints are contained in Section VIII of the present document.
- The user is entitled to withdraw from the contract or to terminate the same within 14 days. In case if the user decides to exercise the rental right within 14 days as of purchasing the MVbike card or the ticket, the start of the rental will be construed as an application by the user to commence the service provision within the 14-day deadline. The user acknowledges that his/her right for withdrawal/termination within 14 days shall cease with the start of the rental.
- the operator operates a customer service pursuant to section I.8. of the present document.
- The operator is not a signatory to the code of conduct pursuant to the act on the prohibition of unfair commercial practices against the consumers, and does not abide by the same.
- The contract between the operator and the user is entered into for the definite period indicated on the pass or ticket purchased by the user.
- In case of Occasional User - pursuant to Section III.2.2. - the amount of the deposit is HUF 5,000 / EUR 15, which amount is locked on the debit/credit card.
- Upon the request of the consumer or the company, the arbitration body will give advice regarding the rights of the consumer and obligations of the company. Arbitration body is the independent body operating under the aegis of the county (and Budapest) chambers of commerce and industry. Name of the competent arbitration body, based on the Service Provider's registered offices: Registered address of the Budapest Arbitration Body: 1016 Budapest, Krisztina krt. 99. Floor III 310. postal address: 1253 Budapest, PO.: 10.

2. Contact person(s) and their contact details on behalf of the Operator: Name: Bálint Kiss. Address: 1097 Budapest Könyves Kálmán körút 36. E-mail address: kiss.balint@t-systems.hu

3. The present General Terms of Contract shall enter into force on December 27, 2019.

4. With respect to issues not regulated in the present General Terms of Contract provisions of the applicable Hungarian legal provisions shall be applied.