

Dear Customer,

Please be informed that pursuant to Point 7 of the General Terms and Conditions **the following points of Beta Blue Kft's General Terms and Conditions are modified with effect from 15.07.2016.**

Point 3 If the Service Provider terminates the service contract or suspends the service, it shall notify the Customer of this at least 3 working days in advance via e-mail, SMS and telephone, identifying the reason for, and the date and fact of the termination of contract or suspension of service, as well as the time starting from which the Customer must buy route tickets for the relevant motor vehicles specifying also the registration numbers. The notification shall warn the Customer that if they fail to buy a route ticket they will be liable to pay fines.

If the service contract is terminated by the Customer, or the legal relationship between the Service Provider and the National Toll Payment Services (hereinafter: NTPS) is otherwise terminated, the Service Provider shall notify the Customer at least 3 working days in advance via e-mail, SMS and telephone of the termination of the contract and its cause as well as the time as of which the Customer must buy route tickets for the relevant motor vehicles also specifying registration numbers. The notification shall warn the Customer that if they fail to buy a route ticket they will be liable to pay fines.

The Service Provider shall be entitled to terminate their individual contract with the Customer by ordinary termination with a notice term of 15 days unilaterally, without giving reasons.

The Service Provider shall be entitled to extraordinary termination if the Customer uses the on-board unit provided by the Service Provider improperly, not for its intended purpose.

The on-board unit shall be deemed to be used improperly particularly if

- a) the Customer does not arrange for and carry out the maintenance tasks specified by the Service Provider and, as a result, the Service Provider is unable to guarantee the proper functioning of the device;
- b) the Customer disturbs the functioning of the on-board unit in a manner which causes the same to be temporarily or permanently unsuitable for supplying proper road usage data in accordance with the actual road usage;
- c) the Customer wilfully vandalises the on-board unit regardless of whether or not such vandalism has an impact on the parameters necessary for ensuring proper reporting of actual road usage;
- d) the Customer breaches its obligation imposed on it by the Service Provider pursuant to Point 4 of this GTC

The Service Provider shall be entitled to terminate data reporting regarding a specific on-board unit by notice upon prior notification of the Customer and the NTPS of the starting date of the termination 15 working days before the date of termination. The notification sent to the Customer must include the motor vehicle's registration number, the OBUID, the effective date of and the reason for the termination, and the fact that from the effective date of the termination the Customer shall find an alternative way of obtaining road usage authorisation.

In case of ordinary termination, the Service Provider shall send a data report on road usage prior to the date of termination independently of the termination. The data reporting obligation shall remain with respect to all road usage before the termination of the legal relationship.

The Service Provider shall also be entitled to terminate data reporting regarding a specific on-board unit with an extraordinary notice upon prior notification of the Customer and the NTPS of the effective date of the termination 1 hour before the date of termination. The notification sent to the Customer must include the motor vehicle's registration number, the OBUID, the effective date of and the reason for the termination, and the fact that from the effective date of the termination the Customer shall find an alternative way of obtaining road usage authorisation.

In case of extraordinary termination, the Service Provider shall send a data report on road usage prior to the date of termination independently of the termination. The data reporting obligation shall remain with respect to all road usage before the termination of the legal relationship.

Complaint management rules:

a) If the Customer submits a complaint to the Service Provider regarding its declaration operator's duties (especially the acquisition of road usage authorisation and the operation of the related on-board unit) and the examination of the complaint requires the cooperation of the NTPS, the Service Provider shall forward the complaint to the NTPS to its e-mail address: (bkcc@nemzetiutdij.hu). The NTPS shall communicate the result of their examination to the Service Provider in writing within 5 working days of the receipt of the complaint. Based on the examination carried out by the NTPS, the Service Provider shall notify the Customer of the result of the examination of the complaint in its own name, directly and in writing and concurrently also send the same in writing to the NTPS.

c) If the Customer submits a complaint to the NTPS, and the NTPS considers that the cooperation of the Service Provider is necessary for the examination of the complaint, the NTPS shall forward the complaint to the Service Provider. The Service Provider shall notify the NTPS of the result of its examination in writing within 5 working days of receiving the complaint, and the NTPS shall notify the Customer directly, in its own name, of the result of the examination and concurrently also send the same to the Service Provider.

Deleted provisions: The Service Provider is entitled to suspend data reporting regarding a specific on-board unit subject to prior notification of the Customer and the NTPS of the starting date of the suspension to be given 3 working days before the date of suspension. The Customer shall be notified before notifying the NTPS, thus the period of 3 working days shall be calculated with respect to the notification of the NTPS. Notification shall be given simultaneously via all the communication channels listed in Point 9.

The notification sent to the Customer must include the motor vehicle's registration number, the OBUID, the starting date of and the reason for the suspension, and the fact that from the starting date of the suspension the Customer shall find an alternative way of obtaining road usage authorisation. In the event of suspension, the Service Provider shall provide data on road usage before the date of suspension, independently of the suspension.

The Service Provider is entitled to terminate data reporting with respect to a specific on-board unit by notice upon prior notification of the Customer and the NTPS of the starting date of the

termination 3 working days before the date of termination. The Customer shall be notified before notifying the NTPS. The notification sent to the Customer must include the motor vehicle's registration number, the OBUID, the starting date of and the reason for the termination, and the fact that from the starting date of the termination the Customer shall find an alternative way of obtaining road usage authorisation. In the event of termination, the Service Provider is obliged to provide data on road usage before the date of suspension, independently of the suspension. Notification shall be given simultaneously via all the communication channels listed in Point 9.

Point 4 The Customer accepts that under certain circumstances the ETC system will establish road usage on a presumed road section using Skipping Session Matching and under certain circumstances it does not perform Skipping Session Matching and, accordingly, it does not generate a toll report nor does it establish presumed road usage. In case of presumed road usage, the general rules applicable to data reporting shall continue to apply, e.g. the establishment of presumed road usage does not create road usage authorisation for those who are not entitled to subsequent payment i.e. presumed road usage does not automatically create road usage authorisation.

If the motor vehicle follows a route other than the presumed route established by Skipping Session Matching, or no presumed route is established on the basis of Skipping Session Matching then an Administrative Penalty shall be imposed.

The Customer also undertakes to activate the penalty alarm function when registering all of its bank accounts on the website www.hu-go.hu in relation to its individual contracts made with the NTPS, and to turn on the low limit function in accordance with its current balance refilling practice and the amount of usage of the tolled road network and the number of Tolled Motor Vehicles. (In case of payment with a bank card, it is the amount of toll for at least one working day projected for all Tolled Motor Vehicles). The Customer shall not assert any claim against the Service Provider on account of any damage arisen due to failure to meet this obligation.

The Customer is aware that, effective as of 1 July 2016, the GTC applicable between the NTPS and the Service Provider contains materially important provisions on the toll system which the Customer should be fully aware of. Thus, in order to ensure its successful participation in the toll system, the Customer shall read the contents of the GTC between the NTPS and the Service Provider on the website www.hu-go.hu, and accept their provisions binding on them and fully comply with all the provisions that are also applicable to the Customer.

Point 5 For the purposes of this contract, no damages shall be deemed to have occurred and none will be paid to the Customer due to any disadvantage suffered by it as a result of the following:

- the Customer fails to make sure that the on-board unit does not send data or any signal to the Service Provider while the motor vehicle in question is being towed or transported.

If the Service Provider equips the on-board unit with an electronic device which indicates – by way of continuous light signals – that it is ready for supplying the data necessary for reporting the toll and also notifies the driver of each ticket tear-off with acoustic and light signals on the relevant toll road sections, and the Customer (or the driver, as the Customer's agent) does not report and pay the toll by an alternative method (such as a route ticket) despite the device showing error signals and continuously indicating the non-operational status of the on-board

unit, or in the event of the acoustic or light signal not indicating the ticket tear-off, then the Customer shall be liable for the resulting fines and damages. The feedback device continuously sends data to the system about the changes in the status of the device, any change of the number of axles, or initiated change of the number of axles. Using this, the system operator can check through Webcontrol whether the driver acted in accordance with the operating instructions.

[Click here to see the entire amended GTC.](#)

Pursuant to Point 7 of the GTC, the customers are reminded of the following:

The Parties agree that the Service Provider shall perform the declaration operator's duties on the basis of the applicable laws and the contract signed with NTPS. The Service Provider notifies the Customer that NTPS reserved its right in the contract signed with the Service Provider to unilaterally modify the same.

In light of this, the Parties agree that the Service Provider shall be entitled to unilaterally modify the provisions of this GTC at any time to make sure it complies with the relevant laws as well as with the provisions of the contract in effect between the Service Provider and NTPS.

The Service Provider shall notify the Customer of any proposed modification at least 8 days in advance. The Service Provider may unilaterally modify the contract by sending the wording of the modification to the Customer via e-mail or by publishing it on the Webcontrol website. If the Customer does not accept the modifications, they are entitled to terminate the contract within 8 days of the notification.

Best regards,

Customer Service Department

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Budapest, 7 July 2016