

## **General Terms and Conditions**

These Terms and Conditions apply to service contract concluded between user initiating purchases on virpay.hu with or without registration, hereinafter referred to as **USER** and

**Virpay Pénzforgalmi Szolgáltató Kft.** (short name: Virpay Kft., Headquarters: 9200 Mosonmagyaróvár, Szent István király út 49. A. lház. 1., Registry court, company registration number: Győri Törvényszék Cégbírósága, 08-09-026652, tax number: 14767728-2-08), hereinafter referred to as **SERVICE PROVIDER**,

if the USER initiated purchase with or without registration by accepting the General Terms and Conditions, and „Privacy Policy” on virpay.hu website.

### **Subject of the service provided, content of the contract, conclusion of the contract:**

The SERVICE PROVIDER shall provide the possibility for the USER to use the virpay.hu website, including all its services and functions.

The contract shall be concluded between the Parties by using the service in accordance with the rules for the conclusion of contracts by electronic means.

The service used after the registration is considered as written contract which is recorded on the SERVICE PROVIDER's website, and the USER can access to it at any time with the user name and password provided by him during the registration, and he can also modify his data at any time.

The USER will receive a proof of purchase, confirming the fact and subject of the purchase to the e-mail address provided by him.

### **Process of the order, conditions of the service, obligations of the parties:**

USERS are not required to register on virpay.hu website. The USER can pay the price of the e-vignette without registration, by bank card.

The registration is just a possibility for returning buyers to make the further e-vignette purchases easier and faster.

The e-vignette always shall be purchased before entering the toll road section which means that it is recommended to purchase it prior to travel.

If the e-vignette is purchased after the vehicle enters the toll road section, it is not valid for road use retroactively. This means that it is considered unauthorized road use and shall result in a penalty.

From 2018, those bona fide road users which mistakenly entered the toll road network, have maximum 60 minutes from the entry to purchase road use authorization.

Following the successful e-vignette purchase, the SERVICE PROVIDER sends a confirmation e-mail, including the purchase data to the e-mail address provided by the USER.

It is recommended – after checking registration number and validity date - to print and retain the confirmation e-mail, as the USER can prove the authority of toll road usage with this e-mail. It is recommended to retain the counterfoil and the confirmation message received after the purchase

for a period of 2 years from the last day of the validity period of the e-vignette. Financial execution in itself doesn't constitute a road use authorization automatically, the USER in his own interest shall print the confirmation e-mail received from the SERVICE PROVIDER.

The SERVICE PROVIDER shall process the USER's data only in accordance with the „Privacy Policy”.

The SERVICE PROVIDER shall provide the service ordered from the time of registration or purchase.

The USER shall be responsible for the validity of e-mail address provided by him during the registration or purchase process, and he is also responsible for the security and confidentiality of the password chosen by him during the registration.

It is the obligation for the USER to inform the SERVICE PROVIDER immediately about the unauthorized usage with his identification number.

The USER declares that he has full legal capacity to conclude a contract.

The SERVICE PROVIDER is not responsible for direct or indirect damages caused by the malfunction or possible failure of service provided by him.

The USER shall use the service only for legal purposes. It is forbidden to use the service for illegal purposes, and to re-sell the services purchased to third parties. The USER takes note that the usage of the service shall be carried out on his sole responsibility.

The USER takes note that SERVICE PROVIDER arbitrary may decide to delete the USER's registration without prior notice.

#### **Duration and termination of the contract:**

Parties conclude this contract for indefinite period.

The USER shall terminate the contract in accordance with the Privacy Notice (he can delete his registration). Furthermore, the SERVICE PROVIDER has the right to terminate the contract with immediate effect, if becomes aware that the USER uses the service for illegal purpose. The modification in provisions of this contract can be initiated by the SERVICE PROVIDER unilaterally. In this case the SERVICE PROVIDER's obligation to send the modified contract to the USER via e-mail or internal correspondence at least 15 days before the change shall come into force. The USER takes note that with the usage of the service - with the entering- following the change came into force, he accepts the modifications in the conditions of the contract.

Considering that the SERVICE PROVIDER starts the performance of the contract with the prior agreement of the USER, the USER takes note that he shall lose the right to terminate the contract after completion of the service. The right to withdraw in respect of distance contracts will not apply to the USER on the basis of point a) of paragraph (1) of Section 29 of Government Decree 45/2014. (II. 26.) in case of a contract for service providing after completion of the service.

In case of possible complaint during the usage of the service, the USER shall contact the customer service of the SERVICE PROVIDER using any of the following contacts:

Mailing address: 9200 Mosonmagyaróvár, Szent István király út 49. A. lház. 1.

E-mail address: [ugyfelszolgalat@virpay.hu](mailto:ugyfelszolgalat@virpay.hu)

Phone number: +36 30 3036 608

The complaint of the USER is recorded by the SERVICE PROVIDER and it is examined within 8 days.

#### **Terms of payment:**

The payment is done through the secure bank card acquiring system of Borgun and OTP Bank.

The system also accepts bank cards issued by other banks which are appropriate for internet payments.

The bank card data provided by the USER are visible and processed only by OTP Bank Nyrt. and B-Payment Szolgáltató Zrt.

The USER shall declare by ticking the option „the data are correct” that the data provided by him are correct and represent the data of the service purchased by him, and the purchased service will not be re-sold to third parties, furthermore accepts that VirPay Kft. issues an electronic invoice about the purchase (if the USER requested for it).

The USER also accepts that he has no option to ex post complaint in case of inaccuracy and impropriety of these data neither to VirPay Kft nor to NÚSZ Zrt or B-Payment Szolgáltató Zrt or OTP BANK Nyrt.

**Control:**

Toll road sections may only be used with a valid e-vignette. The payment for the Hungarian toll road usage can be checked at any point of the toll road section network electronically, based on registration number, without stopping the vehicles. It is recommended for the USER in his own interest to keep the counterfoil (the confirmation message including the serial number of the e-vignette in case of electronic service) in the vehicle during the validity period, and further to retain them for a period of 2 years from the last day of the validity period of the e-vignette. Financial execution in itself doesn't constitute a road use authorization automatically in case of e-vignette purchase. The valid e-vignette serial number is a must for the authorization.

**Invoicing conditions:**

**Electronic invoice**

If the USER indicates his demand on VAT invoice during the purchase on the website of VirPay Kft., in that case the system will send an electronic invoice (e-invoice) within 48 hours to the e-mail address provided by the USER during the purchase.

If the USER is registered user and he initiated the purchase by logging in to the portal, in that case he can download his e-invoice at any time by clicking on „Vásárlásaim” menu point on the left side of the portal.

Each electronic invoice contains two documents (a PDF and an XML). The electronic invoice is original, the USER's copy (it is valid without signature and stamp), suitable for accounting and complies with the Decree No. 23/2014. (VI. 30.) NGM.

The PDF document can be printed out by the USER at any time, its data content is corresponding to the data content of the XML file.

The XML document is a text file created in a format defined by the NAV and provided with digital signature and timestamp by Virpay Kft.

The USER shall store the XML document on his own interest, as the employees of NAV shall request for this XML file from the USER in case of possible fiscal control.

If the USER loses the XML file of the e-invoice, the customer service shall be contacted by the USER, and the SERVICE PROVIDER will send the certified copy to the e-mail address provided by the USER during the purchase within 3 working days.

**Legal and technical background of the electronic invoice**

Referring to the paragraph 1, Section 176 of Act CXXVII. of 2007 on the Value added tax (including simplified invoice based on paragraph 1, Section 176. on the simplified invoice) the invoice can be issued electronically. For more information about electronic invoicing, please visit the website of NAV.

The invoices issued by VirPay Kft. are certified by the acutely secured electronic signature and timestamp of Microsec Kft. For further technical details on electronic invoicing please visit the website of Microsec Kft.

**Other provisions:**

Issues not covered by this contract shall be governed by the current law on the Civil Code (Act V of 2013 ) and other applicable law, furthermore by the current Hungarian Internet standards.

In the event of any dispute between the Parties, the Parties shall be subject to the exclusive jurisdiction of the court competent for the headquarters of the SERVICE PROVIDER, which shall be acknowledged by the USER by accepting the General Terms and Conditions.

If any clause of this GTC is not valid, the entire contract between the SERVICE PROVIDER and the USER shall not be invalid, the invalid part shall be replaced by a similar rule closest to the will of the Parties.

The SERVICE PROVIDER is entitled to unilaterally modify the terms of this GTC at any time. The SERVICE PROVIDER informs the USER about the changes via [virpay.hu](http://virpay.hu). Following the modification, the use of the website is subject to the acceptance by the USER through the website in a way ensured there.