

**Díjnet Zrt.**

**Magyar Posta Zrt.**

This document covers:

1. the general terms and conditions for the use of the mobile phone application (iCSEKK) offering an access path for VPOS payment via the Internet provided by Magyar Posta Zrt.,
2. the general terms and conditions for the use of the service related to the settlement of bill payments and postal bill payments using the Postal Code (QR Code) mobile phone application provided by Magyar Posta Zrt., and
3. the general terms and conditions for the use of the payment or deferred payment service by scanning the QR code initiated by presenting the bill letter and the use of the mobile balance top-up service provided by Díjnet Zrt.

## Magyar Posta's

### General Terms and Conditions

**for the use of the mobile phone application (iCSEKK) offering an access path for VPOS payment via the Internet**

#### 1. GENERAL DATA, CONTACT DETAILS

##### 1.1. Name and address of the service provider

Name: Magyar Posta Zártkörűen Működő Részvénytársaság

Registered office: 1138 Budapest, Dunavirág utca 2-6

Postal address: 1540 Budapest

Company registration number: 01-10-042463

Tax number: 10901232-2-44

##### 1.2. Contact details for the central customer service; Customer Service for private customers

Customer Service in person	Budapest, District X, Üllői út 114-116
Postal address:	3512 Miskolc
Phone	06-1-767-8282
Fax	06-46-320-136
E-mail	<a href="mailto:ugyfelszolgalat@posta.hu">ugyfelszolgalat@posta.hu</a>
Hours for phone and online customer service	Monday to Wednesday and Friday 8 am to 5 pm, Thursday 8 am to 8 pm.
Hours for customer service in person	Monday to Wednesday 8 am to 5 pm, Thursday 8 am to 8 pm, Friday 8 am to 4 pm.

##### 1.3. Internet access:

[WWW.ICSEKK.HU](http://WWW.ICSEKK.HU)

##### 1.4. Access to the General Terms and Conditions

These General Terms and Conditions (hereinafter referred to as the "GTC") can only be accessed electronically.

##### 1.5. Definitions:

In these General Terms and Conditions the terms below have the following meanings:

- a) "Company" means Magyar Posta Zrt;
- b) "User" means all customers of the Company who are end users of the Application;
- c) "Application" means the mobile phone application called iCsekk that provides an access path for VPOS payment via the Internet and the content currently appearing in the Application, as well as the design and structure of the Application, texts, images, photographs, illustrations, compilations and graphic material appearing in the Application; broadcasts, advertising slogans, databases, proprietary information related to the Application; all elements of the Application protected by copyright or other right (including source and object codes), all other material that can be linked to the Company, and all trademarks, protected services, company name, logos, domain names, patents and all intellectual products which are protected by copyright and industrial property rights and are the property of the Company or of a partner contracted with the Company.

- d) "Application Environment" means the platforms through which the User accesses and uses the Application.

## **2. INTRODUCTORY PROVISIONS**

- 2.1. The Company provides the mobile phone application and its functions subject to these GTC.
- 2.2. The Company publishes these provisions for the User within the Application and on its website ([OTHER GENERAL TERMS AND CONDITIONS](#)).
- 2.3. The Company is entitled to unilaterally amend these GTC at any time, without giving reasons and without separate notice. The Company will publish amendments to these GTC at least 2 days before the amendment comes into force. The notice of amendment will be published on the [GENERAL TERMS AND CONDITIONS](#) page of the Company's website and in the Application. By using the Application after the amendment has become effective, Users accept the changes and acknowledge that they are bound by them.

## **3. SERVICES AVAILABLE THROUGH THE APPLICATION**

- 3.1. After registration and log-in:
- a) making a bill payment using the Postal QR Code
  - b) making a postal bill payment using the Postal QR code
  - c) earning MyPost Card loyalty points on the payments in a) and b)
  - d) making payment or deferred payment by scanning the QR code initiated by presenting the bill letter
  - e) mobile balance top-up
- 3.2. The Company does not guarantee the range of the services available through the Application and may unilaterally amend, expand or terminate the services at any time.

## **4. CONDITIONS OF USING THE APPLICATION:**

- 4.1. To use the Service, the User must have
- a device supported by the Application (smartphone (Android, Huawei and iPhone) or tablet (Android and iPad)),
  - and active Internet access via that device.

Ensuring Internet access is the responsibility of the User. Downloading the Application and new versions and the use of the Application may incur data traffic costs depending on the conditions of the Internet service used by the User. The User is obliged to bear such costs. The Service is only available if the above technical conditions are ensured by the User.

- 4.2. The Application can be installed in the following ways:
- a) the User downloads the iCsekk mobile phone application for the operating system of the device from the appropriate location below:
    - for Android <https://play.google.com>
    - for IOS <http://store.apple.com>
    - for HUAWEI operating system [HUAWEI](#) AppGallery.

- b) after successful installation, the User must enter his or her e-mail address and password in the application interface,
  - c) and then accept the GTCs listed in this document, in particular the provisions limiting specific liability, on the registration interface and acknowledge the Privacy Notice (by marking the checkbox), thereby completing the registration.
- 4.3. Registration requires an e-mail address and a password of the User's choice (8 to 30 characters long, upper and lower case letters without any accents, containing at least one number). The registration is validated through a confirmation message sent to the e-mail address given while registering.
- 4.4. The e-mail address of the Customer/Payer using the Application must be used to register in the Application.
- 4.5. By downloading the iCsekk application and registering, the User enters into a contract with Magyar Posta Zrt. based on which Magyar Posta Zrt. provides the use of the iCsekk application for the User under the agreed terms and conditions, and grants the right of use for this. Under the terms and conditions set out in these GTC, the contract is entered into without a separate written agreement by using the Application available in Hungarian and English. The contract concluded will not be filed separately and will not constitute a separate written contract. The appearance and loading of the Application on the User's mobile phone confirms the conclusion of the contract by the Service Provider, and, by this act, the contract enters into force.
- 4.6. It is only possible to make a payment in the Application after the GTC and the Privacy Notice have been accepted as described above.
- 4.7. By using the Application, the User acknowledges and agrees that:
  - a) the Company grants the User access to the Application for non-commercial, non-exclusive, limited personal use only, whereby the User undertakes to:
    - only use the Application within the framework and for the purposes permitted by these GTC, the relevant law and generally accepted practice;
    - not access or attempt to access the Application in a manner other than that defined in the Application Environment;
    - not carry out any activity that may interfere with the normal operation of the Application (or the servers and networks serving it) for their intended purposes;
  - b) these GTC do not grant to the User the right to use any content or images, signs, logos, brands or emblems to be found in or used in the Application; they are owned by or licensed to the Company, thus their use in any form requires the prior and express permission of the Company or a rightholder contracted with the Company;
  - c) unauthorised use of the Application is not permitted, in particular the use of the Application on an interface other than that provided by the Company or in a manner differing from the instructions given by the Company is forbidden. The User is not entitled, either in whole or in part, to change, lend, sell or share the Application, or to reverse engineer any of the solutions and procedures used by the Application, or the code of the Application;
  - d) all copyright works available in the Application, in particular images, logos, graphics, photos and film or video material, designs, software products, executable files and codes, and databases are protected, and the rightholder of these is the Company.

- The User may use the copyright works only for the purpose of using the services available through the Application, but is not entitled to reproduce, adapt, publish, transfer to third parties or otherwise exploit the copyright works.
- e) the Company reserves the right to unilaterally restrict or terminate access to the Application or remove any service or content from the Application at any time without giving any reason;
  - f) the Company may communicate operational notices and administrative messages in connection with the use of the Application to the User through the Application (e.g. in a banner or pop-up window).
- 4.8. The use of the Application presumes that the User is aware of and accepts the possibilities and restrictions as well as the risks offered by the Internet. The User notes that the User must assess any risks associated with the use of the Application and ensure the safe use of the mobile phone.
- 4.9. The Company is entitled to update the Application at any time. In the event of a change of version, in order to keep the Application operating in an up-to-date manner, the User must download and install the new version of the Application on the mobile phone the first time he or she logs in after the version change.
- 4.10. Outages may limit the use of the Service. Planned outages will be conducted by the Service Provider when maintenance, repair, expansion or other similar activities are carried out on the Application(or the servers and networks serving it). The Service Provider will publish the time of the planned outages on the Service's website at least 3 calendar days in advance.
- 4.11. The User expressly acknowledges that in exceptional cases the continuous operation may be interrupted without the prior knowledge and intention of the Service Provider, and during the interruption the Application will not be usable and it will not be possible to initiate VPOS payments through it. The User expressly acknowledges that any resulting damages will have to be born exclusively by the User. The Service Provider will be liable to the User only for damages caused intentionally or by gross negligence and proven in their amount. However, even in this event, the Service Provider will not be liable for consequential damages and loss of profit. This limitation of liability is justified by the fact that the User does not pay any fees to the Service Provider for using the Service.
- 4.12. In the event of the interruption of the Service, the Service Provider will be obliged to take all economically reasonable measures to ensure that the Service is restored as soon as possible.
- 4.13. The Application may not work or may not work properly with certain operating systems, and thus the Service Provider will bear no liability for any operating problems.
5. For the convenience of Users and to detect and minimise incorrect data entry, the Application requests access to the User's contact list. Depending on the operating system, consenting to this may be a condition of using the Application. The Service Provider does not store or process these data and does not transmit such data to third parties.



**Magyar Posta's**  
**General Terms and Conditions**  
**for the use of the service related to the settlement of**  
**bill payments and postal bill payments**  
**using the Postal Code (QR Code) mobile phone application**  
  
**for the Customer/Payer using the service**

**Effective from 30 December 2021**

With the Postal Code given on the bill payment form and postal bill payment form (hereinafter referred to as the "Bill Form"), a payment can be made to a payment account using the IT solution (iCsekk application) designed for this purpose. The presence of the Postal Code on the Bill Form is a prerequisite for initiating the payment.

The conditions for using the services provided by Magyar Posta to paying customers (hereinafter referred to as the "Payer") in relation to payments initiated through the iCsekk IT application (hereinafter referred to as the "Application"), which is designed to read the Postal Code, are set out in these General Terms and Conditions.

In matters not regulated in these General Terms and Conditions, in the case of a Service initiated by a Bill Payment Form – also regarding the Service as a non-cash payment method of the bill payment form –, the provisions of the General Terms and Conditions on the use of the bill payment service will apply, and in the case of a Service initiated by a Postal Bill Payment Form – also regarding the Service as a non-cash payment method of the postal bill payment form –, the provisions of the General Terms and Conditions on the use of the postal bill payment service (hereinafter referred to as the "GTCs") will apply.

**1. Definitions related to payment made using a Postal Code:**

- 1.1. **Application** means the IT application called iCsekk, which, when installed on mobile devices (mobile phones and tablets), enables Magyar Posta's paying Customers, after registering in the application, to settle the amount on the Bill Form using the virtual point of sale (VPOS) service accessed via an Internet communication channel.
- 1.2. **Customer/Payer (hereinafter referred to as the "Payer")** means the person who downloads the Application and initiates payment through it.

- 1.3. **Acceptance time** means the time when, after scanning the Postal Code, the payment of the Bill Form is successfully made by means of a bankcard suitable for making purchases on the Internet. During payment, the Application confirms the success of the payment transaction by sending a message to the given e-mail address and by adding the transaction to the "Paid bills" in the Application's menu.
- 1.4. **Bill Form** means the bill payment form and postal bill payment form based on which a payment can be made into a payment account with the help of the Application.
- 1.5. **Postal Code** means an encrypted two-dimensional barcode known as a QR code, containing the data of the payment and given on the Bill Form in compliance with the terms and conditions specified by Magyar Posta.
- 1.6. **Service** means performance of the payment order of the Payer, submitted using the Postal Code given on the Bill Form and the Application.
- 1.7. **IT Service Provider** means Díjbeszedő Informatikai Kft., which provides the operational and management tasks of the Application in order to ensure access to the Service.
- 1.8. **VPOS service** means an online card acceptance solution, whereby the payment of the value of Bill Forms can be initiated and executed by entering specific bank card details.
- 1.9. **PAC** means the Postal Accounting Centre.
- 1.10. **E-mail address used for payment** means the e-mail contact provided by the Payer, which must match the e-mail address provided to the card issuing bank. If the e-mail address provided to the card issuing bank is the same as the e-mail address provided at the time of registration, it is not necessary to provide a separate e-mail address for payment. If the e-mail address used at the time of registration is different from the e-mail address provided to the bank, the e-mail address used for payment can be saved by entering it under "Profile data" in the "E-mail address used for payment" field of the application and selecting it. The Payer can modify the data at any time under "Profile data" in the Application's menu.
- 1.11. **Registration e-mail address** means the e-mail address that was given as a compulsory element during registration in the Application.
- 1.12. **Account holder** means the beneficiary of the bill payment to be paid through the Application.

## 2. Terms and conditions of the use of the Service

- 2.1. The installation of the Application by the Payer on a device with the features set out in point 2.2 is a prerequisite for using the Service.
- 2.2. The Application can be installed in the following ways:

- The Application can be installed in the case of smartphones (Android, Huawei and iPhone) from Google Play, Apple Store or Huawei AppGallery directly or by following the link contained in the code after scanning the Postal Code using any code reader.

- In the case of tablets (Android and iPad), the Application is installed from Google Play or Apple Store directly or by following the link contained in the code after scanning the QR code using any code reader.

Internet access (GPRS or Wi-Fi) is needed to download and use the Application. The Application may not work or may not work properly with certain operating systems, and thus Magyar Posta will bear no liability for any operating problems.

- 2.3. By installing the Application, the Payer accepts the conditions of use of the Application and the GTC that define how to use the Service, and, together with the present GTC, the GTC on the use of the bill payment service and the GTC on the use of the postal bill payment service that form part of these GTC.
  - 2.3.1. Registration requires an e-mail address and a password of the User's choice (8 to 30 characters long, upper and lower case letters without any accents, containing at least one number). The registration is validated through a confirmation message sent to the e-mail address given while registering.
  - 2.3.2. The registration in the Application must be made with the e-mail address of the bank card holder who intends to make the payment.

### **3. Postal code scanning and payment**

- 3.1. A payment transaction can only be initiated through the Application if the Payer has accepted the current GTCs in the Application. If the Payer does not accept the said GTCs, the Payer will not be able to use the Application.
- 3.2. During the payment of the Bill Form, the Payer scans the Postal Code given on the Bill Form by using the camera of the device running the Application (by pressing the camera icon).
- 3.3. The data required to complete the payment of the Bill Form are entered into the Application by scanning the Postal Code or, in the case of reading certain types of payment forms, by the Payer entering the data requested by the system under "Bill data".
  - 3.3.1. If a type of payment form is scanned which requires additional data to be given for payment, the Application will indicate this by displaying the cells to be completed on the "Bill data" page.
  - 3.3.2. Giving the amount and the name and address details of the Payer as they appear on the Bill Form is compulsory. Without providing these details, the payment cannot be made. The system indicates mandatory data to be given with an asterisk "\*".
  - 3.3.3. Depending on the type of the payment form, the Application provides the possibility to enter, in addition to the mandatory data to be given for bill payment, other optional data, such as:
    - Payee ID number – if available on the payment form or bill,
    - Reference – if the account holder requests a reference from the payer, the Payer has the option to give that to the account holder.

- 3.3.4. If the account holder includes the Payer ID number on the Bill Form, but the Payer does not give this by recording it during the payment, the Payer will be liable for any incorrect accounting resulting from this.
- 3.3.5. Magyar Posta will make the payment based on the information given by the Payer, and will not be liable for any damage resulting from the provision of incorrect information.
- 3.3.6. If an address abroad is given when entering the name and address of the Payer, the first four characters of the postcode must be entered.
- 3.4. Based on the scanned/recorded data, payment may be initiated at the same time as the scanning/recording or at a later time.
  - 3.4.1. Payment can be made at the same time as the scan by selecting the “Pay now” button and making a bank card payment, which is considered a bank card purchase.
  - 3.4.2. If “Pay later” is chosen, the data of the scanned bill will be displayed under “Waiting bills” in the menu, from where the payment can be made after retrieving the stored data.
  - 3.4.3. If paying the scanned bill at a later date is chosen, alert(s) can be set in “Settings” in the Application’s menu, using the calendar of the phone.

- 3.5. Under “Paid bills” in the Application’s menu, previous transactions can be downloaded by selecting the period required.

The Application provides the option of exporting the transaction lists in the format of a table covering the period of time set by the User.

- 3.6. If the Application cannot read/interpret the Postal Code required for the execution of a payment order automatically, that particular order will not be executed and the system will send notification about this in an error message. The payment of such a Bill Form may be initiated at a postal service outlet and through other channels provided by Magyar Posta announced in the applicable General Terms and Conditions.
- 3.7. Providing QR codes on Bill Forms and printing the QR code according to the data content specified by the account holder – the conformity between the QR code and the data specified in the OCR line – is the task and responsibility of the account holder or the personalising agent/manufacture commissioned by the account holder. Magyar Posta assumes no responsibility towards the Payer for incorrect printing, incorrect data content – any discrepancy between the data appearing in the QR code and in the OCR line – and the resultant potential inability to scan or to process, or for incorrect performance, or the potential improper functioning of the Service in consequence of these.

#### **4. Conditions of payment**

- 4.1. The Payer may initiate the payment of the Bill Form with a bank card suitable for online purchases, in relation to which the card issuer’s Announcement/Contract contains provisions. When using the Service, payment by bank card is made via the payment interface of the contractual partner involved in the bank card payment, by providing the data required by the contractual partner. The details and conditions of the bank card payment will be provided by the contractual partner.

- 4.2. In the Application, it is possible to set a default payment method from the offered payment methods, which can be changed at any time in the "Settings" menu.
- 4.3. When initiating payment, the Application may request authentication data to comply with the applicable law, which must be given as a condition of making the payment.
- 4.4. The payment transaction can be started by pressing the "Pay now" button, which redirects to the payment interface of the contractual partner. The bank card is accepted with the involvement of the contractual partner of Magyar Posta, during which the available funds are checked and the account providing cover for the card is debited. The bank card data will be used by the partner only for initiating the payment relating to the payment transaction in question.
- 4.5. The e-mail address used for the payment and given by the Payer may be checked for agreement with the e-mail address provided for the card issuing bank in order to comply with international card acceptance rules. In the event of a discrepancy, additional identification may be required.
- 4.6. Magyar Posta will send an automatic e-mail message to the Payer's registration e-mail address confirming successful payment and acknowledging acceptance of the order.

The Application also allows the resending of the confirmation e-mail to be initiated.

- 4.7. If the payment is successful, the data of the settled Bill Form will be transferred to the "Paid bills" menu item.
- 4.8. If unlawful use or misuse of the non-cash means of payment or the data thereof is detected, the procedure to be followed by the holder of the non-cash means of payment, the conditions for bearing the loss and the amount thereof are specified in the bank card issuer's/payment service provider's information on bank cards and the Act on the provision of payment services currently in force. If unlawful use or misuse of the non-cash means of payment or the data thereof is detected, Magyar Posta recommends its customers to contact the issuer of the means of payment immediately in order to minimise any loss or damages arising from this.
- 4.9. Magyar Posta does not and cannot check the correctness of the bank card data provided by the Payer for payment. Accordingly, any damages caused by the potential incorrectness of these data (e.g. a typing error) will be borne solely by the Payer. As Magyar Posta is not able to check the identity of the user of the service due to the nature of the Application, Magyar Posta bears no liability for any damages resulting from any unauthorised use of the Application and the service under these GTC.

## **5. Acceptance conditions, execution deadline**

- 5.1. With the help of the Application, one Postal Code can be scanned within the framework of each payment transaction and payment of a maximum of HUF 290,000 may be made within each payment transaction.
- 5.2. The Service is available for use depending on the accessibility of the Application. Orders for payment received between 00.00 and 22.00 on working days are deemed accepted on the same day, while payments made between 22.00 and 24.00 on working days and those made on public holidays and weekends are deemed received on the subsequent working day.

- 5.3. The Payer can initiate the payment transaction by selecting the “Pay now” button, which also means that the item is approved. The Payer can withdraw a saved payment transaction in the Application while the order for payment is in the “Waiting bills” folder. After payment, the Payer cannot cancel the order for payment, or request its withdrawal or the refund of the payment.
- 5.4. Magyar Posta ensures that the amount of the order for payment received through the Application can be credited to the beneficiary’s/payment service provider’s account based on the payment account number/customer code contained in the Postal Code by the end of the working day following the receipt of the order for payment at the latest.
- 5.5. During the payment transaction, the Application does not impress any validation information on the Bill Form, and the Bill Form is not validated with a stamp which is used when a payment is made at a postal service outlet. The Bill Form continues to be available to the Payer in its full size and in its original form without validation.
- 5.6. If a Bill Form paid using the Application is scanned again, the Application will warn the Payer that the amount of the Bill Form has already been paid once.
  - 5.6.1. Using the paid Bill Form again should be avoided as this will result in a double payment for which Magyar Posta cannot accept liability. The amount of the second payment cannot be repaid to the Payer as it will be forwarded to the beneficiary account holder.
  - 5.6.2. The Payer may request the beneficiary account holder indicated on the Bill Form for the settlement of the repeated payment.
  - 5.6.3. Magyar Posta acknowledges receipt of the order for payment by moving the transaction to the “Paid bills” menu item.

## **6. Managing the refund of amounts that cannot be credited to a payment account (rejected amounts) by the account servicing payment service provider**

- 6.1. Magyar Posta will inform the Customer by letter of the circumstances of the refusal to accept the payment and of the fee charged by Magyar Posta and the payment service provider, and the grounds for the fee.
- 6.2. As regards a Bill Form settled by using this Service but rejected by the account servicing payment service provider, Magyar Posta will return the amount refunded by the payment service provider servicing the account to the card account that funded the transaction, subject to the charge of the fee incurred as published in the Announcement on “Fees for Magyar Posta’s payment services”.
- 6.3. On the expiry of a retention period of 1 year from the date of payment, any claim related to the amount will lapse.

## **7. Interruption, suspension of the Service, complaint handling**

- 7.1. Magyar Posta and the IT Service Provider may limit or suspend the operation and functions of the given Application. In such cases, payments may be initiated at postal service outlets and through other channels made available by Magyar Posta and announced in the applicable General Terms and Conditions.

- 7.2. The Service may be suspended or interrupted, and the transfer of orders for payment received may be suspended if the performance of Magyar Posta's contractual obligations is prevented by circumstances beyond its control (force majeure) or by provisions prescribed by law or legal acts of the European Union, under which the burden of proof lies with Magyar Posta.
- 7.3. Magyar Posta assumes no liability for any damage incurred in connection with the suspension of the Service in view of the fact that it also provides for the payment of Bill Forms by other means (e.g. at postal service outlets or through other channels made possible by Magyar Posta).
- 7.4. Magyar Posta may refuse to enter into a contract for the Service included in these GTC if the performance of the contract conflicts with the law, an administrative decision, an international treaty or agreement, or the Service could not be performed due to a reason beyond the control of Magyar Posta.
- 7.5. If money laundering or other criminal offences are suspected, or in cases under Act LII of 2017 on the implementation of the financial and asset restraint measures imposed by the European Union and the UN Security Council, Magyar Posta may suspend the execution of the suspicious order for payment immediately, pending investigation. If the suspicion is confirmed, Magyar Posta will refuse to execute the suspended order for payment.
- 7.6. Magyar Posta will regard as suspicious any order for payment concerning which information is received from the clearing bank suggesting misuse of or the suspicion of misuse of bank card or account data. Due to the paramount objective of preventing fraud, no administrative decision is required for deeming data suspicious.
- 7.7. Magyar Posta informs its customers about how to submit complaints concerning transactions initiated through the Application and how complaints are handled as well as other legal remedies in the currently effective Financial Complaints Handling Policy.
- 7.8. Magyar Posta displays the Financial Complaints Handling Policy in all postal service outlets and also publishes it on its website.

## **8. Customer information**

### **8.1. Complaint handling**

Questions and potential complaints regarding the technical operation of the Application can be sent to [info@icsekk.hu](mailto:info@icsekk.hu), while complaints concerning payment can be communicated to Magyar Posta Zrt.'s Customer Service Directorate (e-mail: [ugyfelszolgalat@posta.hu](mailto:ugyfelszolgalat@posta.hu), phone: 06-1-767-8282, 06-30-770-8282).

If Magyar Posta needs other additional information from the Customer in order to fully investigate the observation received, it will contact the Customer to obtain this information, requesting that it be sent as soon as possible.

If the Customer is not satisfied with the response to his or her observation, a complaint may be made as described in Magyar Posta's Financial Complaints Handling Policy.

## 8.2. Prior and subsequent information

- 8.2.1. Magyar Posta publishes these GTC on its website ([www.posta.hu](http://www.posta.hu)), at postal service outlets and in the Application.
- 8.2.2. Upon the request of the Customer/Payer, Magyar Posta will also provide these General Terms and Conditions in a printed form or on a durable medium. Such requests may be made to Magyar Posta Zrt.'s Customer Service Directorate (e-mail: [ugyfelszolgalat@posta.hu](mailto:ugyfelszolgalat@posta.hu), phone: 06-1-767-8282, 06-30-770-8282).
- 8.2.3. Magyar Posta may unilaterally amend the provisions of these General Terms and Conditions. Magyar Posta publishes changes to the GTC in Hungarian on its website ([www.posta.hu](http://www.posta.hu)) and in the Application at least 2 calendar days before they enter into force.
- 8.2.4. Making payment transactions initiated through the Application is free of charge for customers making payments. The fees of other services related to the Service are included in the currently effective Announcement on "Fees for Magyar Posta's payment services". The fees/costs related to the purchase transaction and applied by the Payer's account servicing payment service provider will be borne by the Payer.
- 8.2.5. Magyar Posta will meet its obligation to provide subsequent information free of charge by transferring the transaction to the "Paid bills" menu item and sending confirmation to the e-mail address after the payment transaction has been completed by the Application.

## 8.3. Receipt duplicate, information supply

- 8.3.1. Magyar Posta does not issue printed proof of payment (a receipt) for payment transactions initiated with the Postal Code. In order to prove the payment, the Customer/Payer may request confirmation on paper under the receipt duplicate service within 5 years from the date of the payment by presenting a legible copy of the Bill Form paid through the Application for a fee as published in the Announcement on "Fees for Magyar Posta's payment services". The request must be sent by post to the Postal Accounting Centre Payment Information Service Department (PEK Pénzforgalmi Információ Szolgáltatási osztály, 1725 Budapest, Pf.91.) or by e-mail to [PEKKozonsegszolgalati.Osztaly@posta.hu](mailto:PEKKozonsegszolgalati.Osztaly@posta.hu).
- 8.3.2. The Customer/Payer may request payment information in connection with the use of the Service – within 5 years of the date of acceptance – by presenting a legible copy of the Bill Form paid via the Application, the confirmation e-mail of the acceptance of the transaction or the copy of the duplicate of the receipt issued by the Postal Accounting Centre in accordance with point 8.3.1. only via the contact details indicated in point 8.3.1. Magyar Posta provides payment information on the Bill Forms paid by using the Postal Code mobile phone application on the basis of the data and information available in its IT systems. Magyar Posta does not provide payment data on the Bill Forms paid by using the Postal Code mobile phone application.
- 8.3.3. Magyar Posta provides information on the procedure of the fee payment obligation and the amount of fees payable by the Customer/Payer in its currently effective Announcement on "Fees of Magyar Posta's payment services", which is published on its website and displayed in the customer areas of its premises.

## **9. Data management and processing**

9.1. For this Service, Magyar Posta's data processor, as the operator of the Application, is Díjbeszedő Informatikai Kft. (1117 Budapest, Budafoki út 107-109, company registration number: 01 09 173831, tax number: 24370510-2-43; e-mail: [dbri@dbri.hu](mailto:dbri@dbri.hu))

9.2. Data processing

Magyar Posta Zrt. manages the data during the performance of the services specified in these GTC in compliance with the provisions of its [Privacy Notice](#). The detailed Privacy Notice of Magyar Posta Zrt. is available on the website of Magyar Posta ([www.posta.hu](http://www.posta.hu)) under the "Privacy Notice" menu item and at postal service outlets.

The Announcement containing the fees is available for viewing at all postal service outlets and on Magyar Posta's website ([www.posta.hu](http://www.posta.hu)).

**Magyar Posta Zrt.**

**DÍJNET ZRT.**

## **GENERAL TERMS AND CONDITIONS**

**for the use of the payment or deferred payment service by scanning the QR code initiated by presenting the bill letter and the use of the mobile balance top-up service**

**Effective from 30 December 2021**

Our service may be used on the terms and conditions below, so please read them carefully. The General Terms and Conditions (**GTC**) contain the general terms and conditions **for the use of the payment or deferred payment service by scanning the QR code initiated by presenting the bill letter and the use of the mobile balance top-up service (Service)** provided by Díjnet Zrt. (**Service Provider**) via the iCsekk application, and the rights and obligations arising between the contracting parties during the use of the Service. Definitions relating to the Service are set out in Chapter 11 of these GTC.

### **1. DETAILS OF THE SERVICE PROVIDER**

#### **1.1. Name, registered office and address of the Service Provider**

Company name: DÍJNET Zártkörűen Működő Részvénytársaság

Abbreviated company name: Díjnet Zrt.

Registered office: 1117 Budapest, Budafoki út 107-109

Postal address: 1117 Budapest, Budafoki út 107-109

Tax number: 14113765-2-43

Company registration number: Cg.01-10-045817

Commercial court: Company Registry Court of Budapest-Capital Regional Court

Website: [www.dijnethu](http://www.dijnethu)

The document containing the General Terms and Conditions is available under the subpoint "GTC" in the "Help" menu item indicated by a question mark icon in the top right-hand corner of the Application and on the website [www.icsekk.hu](http://www.icsekk.hu).

#### **1.2. Contact details of the Service Provider and the Service Provider's Customer Service**

E-mail:

Questions and potential complaints regarding the technical operation of the Application can be sent to [info@icsekk.hu](mailto:info@icsekk.hu), while complaints concerning payment should be communicated to Díjnet Zrt.'s Customer Service (e-mail: [info@dijnethu](mailto:info@dijnethu)).

If Díjnet Zrt. needs other additional information from the Customer in order to fully investigate the observation received, it will contact the Customer to obtain this information, requesting that it be sent as soon as possible.

### **2. SCOPE OF THE GENERAL TERMS AND CONDITIONS**

The GTC contain the general terms and conditions for using the Service provided by the Service Provider as well as the rights and obligations arising between the contracting parties in the course of using the Service.

The GTC apply to the Service Provider and the User. The legal relationship under the GTC does not affect the legal relationship that exists between the User and the Partners or is established upon making the payment initiated by the use of the Service, which is governed by separate contracts. The Partners are aware of and have taken note of the provisions of these GTC.

### **3. CONCLUSION AND TERMINATION OF THE CONTRACT**

#### **3.1 Conclusion and entry into force of the contract**

The contract between the Service Provider and the User is concluded in accordance with the contents of the GTC.

When using the Service, the Application will notify the Service Provider of the initiation of a payment transaction via the Application, and the Service Provider will notify the Payment Service Provider by transmitting the data necessary for the payment. The Payment Service Provider will then notify the Service Provider of the success or failure of the transaction. The Service Provider will inform the User of the content of this message from the Payment Service Provider by a message appearing in the Application and by e-mail. The Service Provider will not be liable for the veracity of the Payment Service Provider's message.

A contract concluded in the above manner will be deemed to be a written contract, which the Service Provider will record by means of the System logging the User's specific identification data, the date of the conclusion of the contract and the date of entry into force. The logged data will be kept by the Service Provider for 5 years after the last attempted payment transaction initiated via the Service, after which the data will be erased.

The language of the contract and the GTC is Hungarian. The Service Provider may also publish the GTC in foreign languages. In case of any dispute, the Hungarian language version will prevail.

The User is not obliged to use the Service even after accepting the GTC and concluding the contract.

The contract is not terminated by the removal of the Application. However, the User may terminate the contract after the removal of the Application by sending a written notice to the Service Provider's contact details given in point 1.1. The period of notice is 30 days.

The Service Provider may also terminate the contract by giving notice of termination. The period of notice is also 30 days.

If the GTC are amended, the Service Provider is obliged to publish the amendment to the GTC on the Service's website 2 days before the amendment enters into force, and to have the User accept the amendment at the User's first log-in after the amendment enters into force, and to record the fact and date of acceptance and the version number of the GTC in the System.

#### **3.2 Suspension of the Service**

If, after an amendment to the GTC, the User does not accept the new text of the GTC, the User will not be able to use the Service until the new text of the GTC is accepted. During this period, the provisions of the previously accepted GTC will otherwise remain in force, especially the rules on copyright and industrial property protection and data processing.

### **3.3 Refusal to provide the Service**

The Service Provider reserves the right, subject to the obligation to state reasons, to refuse to conclude a contract with any person who initiates the download of the Application, to withdraw from or terminate the contract with immediate effect, or to refuse to provide the Service. The Service Provider will notify the User of this fact in writing via the Application and, if necessary, via other contact details at its disposal.

The above may occur, in particular but not exclusively, in the following cases:

1. If untrue or inadequate data are provided.
2. If the User obstructs, endangers or attempts to obstruct or endanger the functioning of the Service for its intended purpose. If the Service Provider refuses to provide the Service in the above circumstances, the person wishing to use the Service or the User may not claim that the Service Provider's refusal is the reason for the delay in payment of the Partner's bill because other payment methods and access channels independent of the Service Provider are still available to the User.
3. If, when downloading and installing the Application, the User does not accept the GTC or the Privacy Notice.

## **4. TECHNICAL CONDITIONS**

To use the Service, the User must have a mobile phone supported by the System and active Internet access for that mobile phone. Ensuring Internet access and bearing the cost of that is the responsibility of the User. The Service is only available if the above technical conditions are ensured by the User. In the event of a change of version, the User must download and install the new version of the Application on the mobile phone the first time he or she logs in after the version change.

Outages may limit the use of the Service.

The User expressly acknowledges that in exceptional cases the continuous operation may be interrupted without the prior knowledge and intention of the Service Provider, and during the interruption the System will not be usable and it will not be possible to initiate VPOS payments through it. The User expressly acknowledges that any resulting damages will have to be born exclusively by the User. The Service Provider will be liable to the User only for damages caused intentionally or by gross negligence and proven in their amount. However, even in this event, the Service Provider will not be liable for consequential damages and loss of profit. This limitation of liability is justified by the fact that the User does not pay any fees to the Service Provider for using the Service.

In the event of the interruption of the Service, the Service Provider will be obliged to take all economically reasonable measures to ensure that the Service is restored as soon as possible.

The Application may not work or may not work properly with certain operating systems, and thus the Service Provider will bear no liability for any operating problems.

The technical conditions (IT infrastructure) necessary for providing the Service are ensured for the Service Provider by Magyar Posta Zrt. under a separate contract. The Service Provider is entitled to use additional subcontractors and other partners assisting in performance (e.g. Díjbeszedő Holding Zrt.) in the course of providing the Service.

The Service Provider will be liable for the subcontractors and partners assisting in performance as if it had provided the service itself.

A system message will be considered to have been sent even if the User does not open it or if, after the message has been sent, the Service Provider receives a system message of non-delivery or any similar system message (e.g. mailbox full, telephone number does not exist, deleted without being read).

If the User requests and authorises it, the Service Provider will notify the User of the bill (demand) received in the System by means of a Push message. The User acknowledges that the bill (demand) will be entered into the System (i.e. become payable) even if the notification or Push message is not received by the User for any reason or is not received with the correct content. Considering that the Push message notification is made through telecommunication systems independent of the Service Provider, the Service Provider will not be liable for the delivery of the Push message with the appropriate content to the User.

The User may, if he or she so wishes, request notification by Push message before the due date for payment of the bill. The fact of delivery of these messages is also governed by the same principles as above.

The User can access the data necessary to make payment by bank card or have them sent to his or her mobile phone in the following ways:

- a) from the bill or other (transactional) paper or other medium of the amount to be settled, after selecting the relevant item in the Application's menu or the camera icon on the starting page, the User uses his or her mobile phone to take a picture of and scan the QR code containing the most important data necessary to complete the payment transaction.
- b) by receiving a data package containing the bill data through automatic data transmission from the IT systems of the Service Provider or its contracted Partners, and opening it with the Application, in which case the Service Provider will ensure payment only until the expiry of the bills' due date for payment.
  - ad a) Providing and printing QR codes on the bill is the responsibility of the Partner, and the Service Provider will not be liable to the User for any incorrect printing and the resultant potential inability to scan or to process, or for the correctness of the scanned data, or the potential improper functioning of the Service in consequence of these.
  - ad b) The Service Provider's automatic system sends the bill data to the Service Provider's server via a web service (GPRS connection) based on the data sent by the Partner, thus the Service Provider will not be liable to the User for the timely arrival of the data or the correctness of the data sent, or the potential improper functioning of the Service in consequence of these. The Service Provider will notify the User by means of a Push message that a bill has been received and that the data can be downloaded from the Service Provider's server.
  - ad c) The bill data is sent to the Service Provider's server by the Service Provider's or its contracted Partners' automatic system based on the data sent by the Partner, thus the Service Provider will not be liable to the User for the timely arrival or correctness of the data, or for the potential improper functioning of the Service in consequence of this.

For Users who have already registered in the Application before the entry into force of the GTC, the Service Provider will provide the possibility of displaying in the Application the bills paid in the previous version of the Application after registration in the new Application. After successful validation, the bills will appear in the list of paid bills.

## 5. PAYMENT OF DEBT WHEN THE SERVICE IS USED SUCCESSFULLY

The User takes note that the Service merely provides a possibility for the User to access the payment account belonging to his or her bank card free of charge and to initiate a card payment transaction in order to settle his or her outstanding debt to the Partner via the Application and the Internet.

In view of the above, the Service Provider assumes no liability for the performance or non-performance of the Partner or for any action taken by the Partner concerning the User. This contract and the Service does not affect the legal relationship between the User and the Partner. This does not apply in cases where, under the Partner's general terms and conditions, the fact of payment itself establishes a legal relationship between the User and the Partner, and the payment was initiated through the Service.

The System will send a notification of the successful payment transaction through the Application. However, this does not mean that, within the meaning of the Civil Code, the pecuniary debt is settled simultaneously with the above notification, i.e. the amount of the debt has been credited to the Partner's account. As with traditional payment/access methods, crediting the sum may take several banking days.

### Use of e-mail address for payment

The e-mail address used for payment will be forwarded when the transaction is paid to OTP Mobil Kft. (1143 Budapest, Hungária krt. 17-19, company registration number: 01 09 174466, tax number: 24386106-2-42, [ugyfelszolgalat@simple.hu](mailto:ugyfelszolgalat@simple.hu)) as the data controller.

It depends on the Payment Service Provider, the other operators involved in the payment transaction and the Partner's respective rules and general terms and conditions

- (i) whether the amount paid is received by the Partner by the payment deadline;
- (ii) how the Partner charges interest or penalty for late payment; and
- (iii) whether the Partner terminates or withdraws from its contract with the User or applies another sanction after the successful use of the Service in view of the delay in the payment of the debt due in accordance with the Civil Code.

Partly in view of the fact that the User does not pay a fee to the Service Provider for the Service, the Service Provider does not guarantee that, when the Service is used successfully, the Partner will

- (i) provide the Service at an earlier time than the traditional payment methods;
- (ii) not charge interest or penalty for late payment until the date of the settlement of the pecuniary debt in accordance with the Civil Code (crediting the amount of the debt to the Partner's account); and
- (iii) not terminate or withdraw from its contract with the User or apply another sanction after the Service has been used successfully in view of the delay in the payment of the pecuniary debt in accordance with the Civil Code.

The Application provides the option of exporting the transaction lists in the format of a table covering the period of time set by the User.

## 6. MOBILE BALANCE TOP-UP

As part of the Service, the Service Provider provides the User with the possibility of topping up his or her mobile phone balance via the Application. This service element is provided by the Service Provider based on an agreement with Mobile Online Kft. (registered office: 1204 Budapest, Alsó határút 99).

Central office of Mobile Online Kft.:

Address: 1194 Budapest, Vas Gereben utca 137/A.

Phone: +36 1 237 06 33

Fax: +36 1 237 06 32

The Service Provider, as with the other service elements, only provides a payment platform for top-ups and is therefore not a reseller. Mobile Online Kft. has the right and the obligation to investigate any complaints related to top-ups.

Mobile Online Kft. reserves the right to restrict, in whole or in part, temporarily or permanently, the use of the mobile balance top-up service in order to prevent fraud. Further specific information on this may be requested from Mobile Online Kft.'s central office.

The Service Provider will indicate successful payment transactions among the User's "paid transactions". The bank account statement associated with the bank card used for the payment provides physical proof of the purchase.

- For the following telecommunications service providers, the User can make a request for a VAT invoice for the top-up of the balance directly to the telecommunications service provider, as listed below, where further information may also be obtained.
  - For Telenor Hungary Zrt.: via the MyTelenor online customer service, in person at the showrooms or by calling customer service on 1220.
  - For Magyar Telekom Nyrt.: via the online customer service, in person at Telekom stores or by calling customer service on 1777.
  - For Vodafone Hungary Zrt.: via the online customer service, or by calling customer service on 1270.

In these cases, only the telecommunications service provider is entitled to issue a VAT invoice. The invoice will be issued by the telecommunications service provider in the name of the contracted holder of the top-up card.

The User is responsible for providing the correct mobile telephone number. The Service Provider will not be liable for any damages arising from being given an incorrect number.

Otherwise, mobile balance top-ups are subject to the general terms and conditions published by the telecommunications service provider concerned. When topping up the mobile balance, the User enters into a contractual relationship only with the telecommunications service provider.

## 7. DATA PROTECTION

The Service Provider may store, process and use the personal data provided by the User in connection with the service and transfer such data for data processing and to Díjbeszedő Informatikai Kft.

Any damages caused by the potential incorrectness of the bank card data (e.g. a typing error) will be borne solely by the User. As, due to the nature of the System, the Service Provider cannot identify the person using the Service, the Service Provider will not be liable for any damages caused by any unauthorised use of the System.

To ensure the security of the User while using the Service, the Service Provider has put in place a number of security measures. However, the User's cooperation is also essential in minimising the risks arising from the use of the System.

The Service Provider will not be liable for the processing or use of personal data other than in accordance with these rules if the damages were caused by the intentional or negligent conduct of the User, and the Service Provider acted in accordance with these rules and the obligations under the Service's Privacy Notice.

The personal data processing and the data security related to the Service is otherwise governed by the current Privacy Notice accessible on the website [www.icsekk.hu](http://www.icsekk.hu) and in the Application. The Service Provider must oblige its subcontractors, agents or other partners assisting in performance to comply with the rules laid down in the Privacy Notice.

## 8. FEE FOR THE SERVICE

The User does not pay the Service Provider a fee for the use of the Service. Nevertheless, this does not preclude other payment obligations to third parties arising for the User in connection with the Service, such as transfer fees and financial transaction fees, under a separate legal relationship.

The Service Provider will conclude a contract with the Partners on the remuneration of the Service, since the use of the Service by the User (i.e. the convenient and quick settlement of the User's debt) is essentially in the interest of the Partner.

## 9. ADDRESS AND PHONE NUMBER OF THE SUPERVISORY BODY

The User may refer any dispute concerning the provision of the Service to the consumer protection authority or the courts.

### **Consumer Protection Section, Technical, Licensing and Consumer Protection Department, Budapest Capital Government Office (Budapest Főváros Kormányhivatala Műszaki, Engedélyezési és Fogyasztóvédelmi Főosztály, Fogyasztóvédelmi Osztály)**

Address: 1052 Budapest, Városház u. 7.  
Postal address: 1364 Budapest, Pf. 144.  
Phone number: +36-1 450-2598  
E-mail: [fogyved\\_kmf\\_budapest@nfh.hu](mailto:fogyved_kmf_budapest@nfh.hu)

### **Budapest Arbitration Board (Budapesti Békéltető Testület )**

Address: 1016 Budapest, Krisztina krt. 99.  
Phone number: (1) 488-2131  
Fax: (1) 488-2186  
E-mail: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu)  
Website: <http://www.bekeltet.hu/>

A list of other arbitration bodies can be accessed here: <https://www.dijnet.hu/bekelteto-testuletek.html>

The trademarks and logos appearing on the Service's website belong exclusively to the Service Provider, Magyar Posta Zrt. and the Partners. These marks may not be used, copied, distributed or published in any way by third parties without the explicit prior written consent of the Service Provider, Magyar Posta Zrt. or the Partner concerned. The marks and other materials are protected by copyright and the rights pertaining thereto belong to the Service Provider, Magyar Posta Zrt. and the Partners. Other materials may not be used, copied, distributed or published by third parties without the explicit prior written consent of the Service Provider, Magyar Posta Zrt. or the Partners. The Service Provider consents to the User storing bill information on his or her mobile phone, copying such data to other data carriers or printing such data.

## **10. OTHER PROVISIONS**

Neither the User nor the Service Provider will be liable for the performance of their obligations under the contract in cases where unforeseeable circumstances (force majeure) arise which are beyond the control of either party and prevent the performance of the contract or the use of the Service. Such circumstances include, in particular, acts of war, rebellion, sabotage, bombings, serious energy supply disruptions or natural disasters, industrial action, measures taken in response to instructions by the bodies authorised to act under the Defence Act and the Police Act, or the interruption of electricity or Internet services.

Matters not regulated by this contract will be governed primarily by Act V of 2013, Act CVIII of 2001, Act LXXVI of 1999 and the relevant provisions thereof.

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## 11. Definitions

**iCsekk Application** means the mobile phone application that allows Users to access their payment account through their mobile phone for the purpose of initiating a payment transaction by bank card (VPOS) via an Internet connection.

**Service Provider** means the business entity which makes the Service available to Users on behalf of or on the instruction of the Partners.

**System** means the information technology systems and processes supporting the Service.

**User** means a natural person having full legal capacity or legal person or entity without legal personality who accepts the GTC and uses and enjoys the Service.

**Partner** means a legal entity that has a claim against the User based on a legal relationship between the User and the entity and that participates in the System based on a contract with the Service Provider.

**GTC** means this document containing the general terms and conditions of the Service governing the relationship between the Service Provider and the User.

**Payment Service Provider** means the Payment Service Provider(s) contracted by the Service Provider to operate the VPOS facility whose names and contact details are published by the Service Provider on the website [www.icsekk.hu](http://www.icsekk.hu).

**VPOS facility** means a virtual card reading terminal through which the bank card holder is able to initiate secure payment transactions on an Internet interface.

**System message** means a notification message automatically generated by the System which is sent to the User's registered mobile phone via SMS text message or is displayed directly in the Application.

**QR code** means a two-dimensional (Quick Response) barcode which, when scanned with the Application, loads the data of the claim featuring in the code carrier that are necessary to use the System into the User's phone. The QR Code is a registered trademark, standard and patent of Denso Wave Incorporated. However, the patent holder has waived its rights to the patent and thus it can be accessed and used free of charge as described in these GTC. By accepting the GTC, the User agrees not to use the QR Code for any purpose other than the Service and to comply with the rules concerning the use of the QR Code. For detailed conditions of use, the User may consult this link: <http://www.qrcode.com/en/patent.html>.

**E-mail address used for payment** means the e-mail contact provided by the Payer, which must match the e-mail address provided to the card issuing bank. If the e-mail address provided to the card issuing bank is the same as the e-mail address provided at the time of registration, it is not necessary to provide a separate e-mail address for payment. If the e-mail address used at registration is different from the e-mail address given to the bank, the e-mail address can be saved by entering it under "Profile data" in the "E-mail address used for payment" field of the application and selecting it. The Payer can change this e-mail address at any time under "Profile data" in the Application's menu.

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