BUDAPESTI KÖZLEKEDÉSI KÖZPONT

GENERAL TERMS AND CONDITIONS
for the users of the BudapestGO journey planning application
(effective from 12 November 2026 until further notice)

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I. INTRODUCTORY PROVISIONS

According to Article 23 (4) of Act CLXXXIX of 2011 on Local Governments of Hungary, the priority task of the Municipality of Budapest (hereinafter referred to as "**Municipality**") is, among others, to provide and operate local public transport.

In Decree 20/2012 (III. 14.) of the Assembly of the Municipality of Budapest on the performance of Budapest's transport management tasks (hereinafter referred to as the "**Designating Decree**"), the Municipality designated BKK as the transport organiser to perform tasks on behalf of the Municipality within the scope and in the manner specified in the Designating Decree on the basis of Act XLI of 2012 on Passenger Transport Services, Act LXXXVI of 2005 on Rail Transport and Act I of 1988 on Road Transport. BKK is a company wholly owned by the Municipality and established for the performance of public tasks and the provision of public services.

Based on the Designating Decree and the Framework Agreement on the Provision of Tasks and Public Services concluded between the Municipality of Budapest and BKK with effect from 1 April 2016 (hereinafter referred to as the "**Framework Agreement**"), the objectives to be achieved by BKK as a transport organiser include the implementation of an integrated ticketing and passenger information system. The designated tasks of BKK as a transport organiser include the sale and control of tickets and passes, revenue collection, including closely related tasks prescribed by law, the implementation of pre-planned passenger information services and the ordering of passenger information tasks to be performed by service providers operating the vehicles, the enforcement of the obligation of service providers to perform the necessary information providing tasks as well as the performance of extraordinary passenger information tasks.

BKK's BudapestGO mobile application supports the implementation of the above tasks on an innovative, integrated platform. Within this single, integrated mobile application, BKK provides journey planning services, personalised, real-time travel information and the possibility to purchase travel entitlements after registration, through a centralised mobile sales service provided by the National Mobile Payment Ltd (NM Zrt.). BKK is entitled to mediate services related to the purchase of travel entitlements on the basis of an individual reseller contract with NM Zrt.

The prices of the tickets and passes available in the Application are the prices provided by the relevant service provider to NM Zrt. and, through it, to the resellers.

II. DEFINITIONS

- **Application/App:** the BudapestGO mobile application, a mobile application operated by BKK as defined in these GTC, which provides BudapestGO Users with access to information related to municipal public services and other services of public interest available in Budapest and a communication interface for matters related to these services, and which can be used to use the Service. Available free of charge in App Store and Google Play Store
- **BKK (BKK Centre for Budapest Transport):** organisation appointed by the Municipality of Budapest for all tasks pertaining to ticket/pass sales and passenger information services; operator of the Application and service provider.
- **BKK ID number:** asix-digit alphanumeric string of characters, which is automatically generated by the system upon registration and sent to the User by email after successful registration, and it can be found in the User account.
- **Business Policy:** BKK's Business Policy sets out the rights and obligations of the users of the public passenger transport network of BKK Zrt. and of the local lines of the capital, the agglomeration bus lines and the suburban railway (HÉV), organised by BKK. The Business Policy also specifies the rights and obligations that apply in the legal relationship concerning public passenger transport services between transport operators that have concluded a public service contract with BKK and the passengers, in the passenger transport contract. The Business Policy is available at https://bkk.hu/en/tickets-and-passes/travel-terms-and-conditions/
- **Customer Service Centres**: the in-person sales outlets indicated in the BKK Customer Service Centres section of the Contacts section of the BKK website (https://bkk.hu/magunkrol/elerhetosegek/)
- **Civil Code:** Act V of 2013 on the Civil Code of Hungary
- **Email address:** the valid and existing real email address provided by the User to register in the Application and subscribe to the Newsletter, which can be modified at any time during the use of the Application in the Personal Data section.
- **GTC:** this present General Terms and Conditions document along with its annexes, including any amendments to it.
- **IT Operator of the Application:** the contractual partner of BKK for executing the IT tasks necessary for the proper operation of the Application (currently Telekom Rendszerintegráció Zrt..)
- **Name:** User's full name as shown in User's personal photo ID
- **Password:** the unique password provided by the User during the registration process, necessary for registration and use of the Service.
- **PTA:** Act XLI of 2012 on Passenger Transport Services
- **Public Transport Mobile Ticket**: the electronic transport ticket purchasable via the app that is required for using the passenger transport service pursuant to Section 1(d) of Act CXLV of 2020 on the Uniform Electronic Sale of Certain Public Services.
- **Registration:** the User registers through the Application in a self-service manner by providing his/her data in accordance with these GTC, which is a condition for the use of certain Services provided through the Application.
- **Service**: an set of online services expanding over time offered by BKK through the Application as an integrated system, which can be used by Users. BKK is entitled, at its sole discretion, to freely define and modify the scope of the services at any time, to add new functions or options to the services, to unilaterally

modify existing services or any of their features at any time, to suspend individual services or to terminate the Application as a whole together with the services.

- **Service Provider:** transport service provider whose public transport mobile ticket products are available in the app (e.g.: BKK, Volánbusz etc.)
- **User:** the natural person who downloads and uses the Application and also registers to use certain additional features and thereby becomes entitled to use the functions of the Application and to access the Services through the Application. The term "User" shall also include that of the consumer within the meaning of Section 8:1(3) of the Civil Code, who is a natural person acting outside the scope of his/her profession, self-employed occupation or business activity.
- **User account:** the Application menu item where the User's own data is available. Such data includes the User's data related to the use of the Services, as well as billing and payment data. The User Account shows the User's fare products and notifications sent to the User through the Application.

III. The scope of the GTC

1. The General Terms and Conditions (hereinafter **"GTC"**) are general contractual terms which are unilaterally determined in advance by one party for the purpose of concluding several contracts, without the involvement of the other party, and which is not individually negotiated by the parties. The GTC shall become part of the agreement of the parties or of the contract only if the other party has acknowledged its content and if the other party has accepted it expressly or, failing that, implicitly. These GTC qualify as general contractual terms in accordance with 6:77 of the Civil Code and shall be treated as such.

2. These GTC are intended to regulate in a uniform manner the legal relations between BKK and the User in connection with the use of the Application.

3. These GTC apply to BKK Zrt. as the provider of the Application Services and to the User.

4. Date of first publication of these GTC is 3 November 2023. These GTC are in force from the date indicated on the cover page and shall remain in force for an indefinite period.

5. BKK reserves the right to change the manner and conditions of the provision of the Service, subject to the provisions of the GTC on the amendment of the GTC, and to suspend or discontinue the provision of the Service.

6. BKK shall publish any amendment to these GTC at least 15 (fifteen) calendar days prior to the entry into force of the amendment online on the www.bkk.hu/budapestgo website and in the BudapestGO application under "More/Settings/Documents" along with an in-app notification.

7. BKK reserves the right to unilaterally amend the GTC. In the event of an amendment to the GTC, BKK will also inform Registered Users of the relevant amendment to the GTC and how to accept the amendments by sending a notification via the Application within the above deadline. If the User continues to use the Service after the entry into force of the amendment to the GTC, he/she accepts the new GTC with the content of the amended terms and conditions.

8. In all cases, amendments to the GTC shall be made by publishing a consolidated version of the GTC, and upon its entry into force, the previous GTC shall cease to be valid.

9. These GTC have been prepared in Hungarian and English and are published by BKK in both languages on the www.bkk.hu/budapestgo website and they are also available in paper form at the BKK customer service centres. In the event of any discrepancy between the two versions, the Hungarian version shall prevail.

IV. ACCEPTANCE OF THE GTC

1. By registering for the Application, the User accepts the contractual terms of these GTC and the BKK Business Policy along with the Licence Conditions.

2. The User acknowledges that he/she is entitled to use certain Services of the Application only if he/she has accepted these GTC as binding for him/her and has registered.

3. An online contract (hereinafter: **Contract**) is concluded between BKK and the User in relation to the Services available in the Application, which can only be concluded through electronic data transmission via the Application and does not constitute a written contract. The Contract is concluded upon activation of the registration. Visiting the Application, browsing it or initiating the registration process does not in itself create the Contract (or any other agreement) between BKK and the User.

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4. BKK informs the User that the Contract to be concluded is an electronic contract.

5. The Contract and these GTC are without prejudice to transport network provisioning and passenger transport contracts concluded between transport operators and passengers (the beneficiaries of the Public Transport Mobile Tickets) in connection with the use of the Public Transport Mobile Tickets.

V. SERVICES AVAILABLE VIA THE APPLICATION

1. Service availability

The User can access all Services via the BudapestGO mobile application on Android and iOs platforms. The Application can be downloaded free of charge from the individual stores.

2. Technical requirements for using the Application

- Mobile device (minimum iOS 13 or Android 8 system, the latest mobile operating system version and four versions prior to that are supported)
- Active internet connection, registration (or Facebook/Google/Apple ID+ login) as well as billing and bankcard details required for purchase
- A working camera is required to use the products purchased.

3. Functions of the Application

3.1. Settings/interactive options in the User Account:

- logout: logs User out from the Application
- name change: you can change the first and last name you entered during registration
- change email address: it is possible to change the email address provided during registration
- change password: it is possible to change the password provided by the User during registration, or if the User has registered for Facebook/Google/Apple ID+, it is possible to pair a unique password to the registered account.
- biometric identification setting: it is possible to set the User to be identified by fingerprint or FaceID instead of an alphanumeric password
- Linked accounts: it is possible to link a Facebook, Apple or Google account to an existing registration, or disconnect a linked account
- bankcard management (available after registration): possibility to save, remove or rename bankcards. Separate bankcard registration is required for occasional and automatic re-purchases.
- modify or delete billing data (available after registration). You can enter a new billing address or modify/delete a previously created one.
- language selection: the User has the possibility to choose the language (English or Hungarian) in which he/she wants to use the Application.
- sorting option for upcoming departures nearby: sorting of close departures by departure time or stop distance per line and direction.
- error notification when the mobile device is shaken: in the event of an error, an error notification interface is displayed when the phone is shaken, if this function is switched on
- the possibility to view and accept the legal statements: the GTC, the Privacy Policy, the Business Policy and the Licence.
- account deletion: account deletion can be initiated by the User.
- show version number: the version number of the Application.
- Can we help you? menu option: the following options are displayed to help you use the Application:
    - FAQ: the most frequently asked questions and answers about using the App and travelling.
    - Feedback on the functioning of the Application: a notification page will be displayed on which the User can send feedback to the IT operator of the Application regarding the functioning, layout and functions of the Application, even by adding an attachment. The option is also available via the "Report a bug by shaking" function.
    - Feedback on BKK services: the menu item directs the User to the BKK web reporting interface. By selecting forms by category, the User has the possibility to submit comments to BKK.

- Contact details: the email address, telephone number and the exact address of the BKK Central Customer Service.
- Main functions of the the Application: View a few screen shots showing how to use the app.
- How the Public Transport Mobile Ticket works: a short series of screenshots to help you use the Public Transport Mobile Ticket.

3.2. Map browsing

The Application provides users with a map browsing function without registration, which, depending on the zoom level, displays various types of information, such as BKK lines and their stops, regional buses, trains by MÁV Hungarian State Railways, MOL Bubi public bicycle stations, Mobi-Points, Bike Pumps, Points of Interest (POI), drinking fountains, public toiilets, BKK and partner sales points. Each of these information points is an interactive element, and by tapping on them, the User can access further, more detailed information.

3.3. Journey planning

The map-based Service, available in the App without any registration, is a journey planning option. The planning is supported by a search field where you can enter a free-text address, line number, stop name, and further planning parameters to refine your needs, such as travel time, calculate the fastest route, or prefer a low-floor vehicle. Registration is required for saving addresses and using the quick planning function.

3.4. Buying a public transport mobile ticket

3.4.1. In the Application, after registering in the user account and providing the billing and bankcard details, the User has the possibility to purchase a public transport mobile ticket.

3.4.1.1. In the case of the purchase of a transport mobile ticket, a legal relationship for passenger transport services within the meaning of Section 1 (d) of Act CXLV of 2020 on the Uniform Electronic Sale of Certain Public Services is established between the individual public transport service provider belonging to the Transport Mobile Tickets available through the Application and the User, under which the User becomes entitled to use transport services according to the business rules of the given service provider after payment of the price of the mobile ticket. The User also has the option to initiate the purchase of a mobile transport ticket for another User of the Application, in which case the purchase of the mobile transport ticket creates a legal relationship between the beneficiary User and the public transport service provider associated with the mobile transport ticket for the purpose of passenger transport services as described in this section. BKK shall be considered a reseller of National Mobile Payment Ltd. in the sale of the Public Transport Mobile Ticket and shall be entitled to sell the Public Transport Mobile Ticket on the basis of the resale agreement concluded with National Mobile Payment Ltd.

3.4.1.2. The purchase can be initiated from the My Tickets screen by pressing the Buy button. By default, the Application offers the Public Transport Mobile Tickets for Budapest public transport, but it is also possible to purchase other electronic transport tickets required for the use of passenger transport services provided

by public transport operators in Hungary under point d) of Act CXLV of 2020 on the Uniform Electronic Sale of Certain Public Services.

3.4.1.3. The list of the types and purchase prices of the Public Transport Mobile Tickets that can be purchased through the Application are set out in the Service Agreement of each Service Provider concluded with NM Zrt. BKK may at any time change the range of available BKK Public Transport Mobile Tickets, discontinue the sale of certain Public Transport Mobile Tickets and introduce the sale of new Public Transport Mobile Tickets. Changes to the Public Transport Mobile Tickets and their purchase prices for the various Service Providers shall enter into force upon publication in the Application.

3.4.1.4. BKK does not charge any convenience or other fees for the Public Transport Mobile Ticket purchased by the User through the Application.

3.4.1.5. During the purchase process, the User sets the necessary parameters depending on the type of the fare product: type of ticket or pass, validity period, quantity, photo ID type, photo ID number, billing address, whether he/she wants to be notified before expiry, whether he/she wants to save the bankcard used for payment or whether he/she pays with a previously saved bankcard and if he/she wishes to set automatic renewal. If the User initiates the purchase of a Transport Mobile Ticket for another registered User as described in Section 3.4.1.1, they must provide the details of the beneficiary of the purchase during the purchase process: the beneficiary's BKK ID number and, in the case of pass and daily travelcard types, their ID card number. The User also has the option of saving the specified BKK ID in their own profile. In this case, regardless of the type of products to be purchased, the beneficiary's BKK ID, nickname, ID card type and number must be provided during the saving process. Users can purchase multiple mobile tickets at once using the shopping basket function available in the Application. If the User fails to provide any of the mandatory information, the Public Transport Mobile Ticket cannot be purchased.

3.4.1.6. The User is obliged to provide the above information in accordance with the truth and the type of document chosen. BKK does not verify the data provided. The User is solely responsible for the accuracy, correctness, adequacy and completeness of the data provided.

3.4.1.7.The terms and conditions of use and eligibility for each individual Public Transport Mobile Ticket, the rules for the use of discounted Public Transport Mobile Tickets, the list of means of transport covered by the Public Transport Mobile Tickets, the conditions of validity of Public Transport Mobile Tickets are set out in the rules and general terms and conditions of the transport service provider concerned by the Public Transport Mobile Ticket, which the User is obliged to inform himself/herself about before purchase. The conditions and fares for public passenger transport services provided by BKK as the transport organiser of Budapest are contained in BKK's Business Policy and Fare Policy, respectively.

3.4.1.8. Fair usage: a User may have a maximum number of unused tickets and passes of a given fare product type at any one time, which is the fair usage limit. If the User exceeds the maximum quantity, i.e. the fair usage limit, BKK reserves the right to suspend the User's account. If the User's account is suspended, the User cannot log in to the application, the suspension has no effect on the validity/usability of the products: the validity and usability of the mobile tickets remain unchanged.

Maximum quantity available simultaneously	piece/product
occasional tickets	200
all types of passes	15
daily travelcards	20

3.4.1.9. The Application does not check whether the User has a previously purchased and still valid Public Transport Mobile Ticket for the given location (city) or travel route.

3.4.1.10. The User is solely responsible for the purchase of the appropriate Public Transport Mobile Ticket. BKK shall not be liable in particular for whether the User has purchased a Public Transport Mobile Ticket that meets his/her needs, whether the User complies with the conditions of the discounted Public Transport Mobile Ticket, whether the User is entitled to purchase and use the Public Transport Mobile Ticket of his/her choice and whether the User has lawfully purchased the Public Transport Mobile Ticket, and in accordance with the applicable transport service provider rules, terms and conditions, contractual terms and conditions, and expressly excludes its liability for any fines, penalties, other payment obligations and adverse legal consequences imposed on the User as a result of a breach of these rules.

3.4.1.11. Following a successful purchase, the User will receive an e-invoice in PDF format to the email address specified in the selected billing address, to which the User expressly consents by accepting these GTC. The Application will display a screen indicating the successful transaction.

3.4.1.12. During the purchase, the payment service provider may send an email notification of the blocking or debiting of the blocked amount, to which the User expressly consents by accepting these GTC.

3.4.1.13. The Application does not provide the ability to transfer between different User Accounts in the Application or between different applications. The Public Transport Mobile Ticket is not exchangeable for a paper product.

3.4.2. Payment by bankcard

3.4.2.1. You can pay for the Public Transport Mobile Tickets you wish to buy by using a saved or an ad hoc (unsaved) credit card through the App. The bankcard payment provided by the Application is implemented through a payment gateway service, where the payment gateway provider is Nevogate Payment Services Kft., and the primary payment service provider is the SimplePay card acceptance system developed and operated by SimplePay Zrt. In the event of any service outage or maintenance, the backup service provider Barion Payment Zrt. (an institution supervised by the Hungarian National Bank, licence number: H-EN-I-10) processes the transactions. Bankcard and other payment-related data are not disclosed to the merchant. The Application provides bankcard registration and a trial charge for card registration in the Simplepay application. The registration of the saved bank card takes place on the SimplePay card acceptance page, during which the User registers their card in the SimplePay card acceptance system. Upon card registration, BKK will charge a trial fee of 100 HUF (one hundred Hungarian Forints) to the User's bankcard, which will be

refunded to the User immediately. Bankcard data is handled in accordance with the rules of the card association. Neither BKK nor SimplePay Zrt.has access to bankcard data.

3.4.2.2. Within the Application, it is possible to set recurring bankcard payments for monthly Budapest-pass products. To make a recurring payment by bankcard, you must either select the bankcard to be used for automatic re-purchase under More/Bankcard or select the bankcard to be used during the purchase.

3.4.3. Billing

The App will generate an e-invoice for each purchase transaction, so you must enter at least one billing address for each purchase. In the User Account, you can specify more than one billing address - for a private individual or for a company name - and you must select the one for which you want to receive the e-invoice during the purchase transaction. The e-invoice will be sent to the e-mail address set for the billing address. The email address can be different from the email address provided during registration and can be edited at any time.

It is important to note that for certain fare products - which include discounts - an invoice can only be issued in the name of a private individual, which is automatically handled by the App.
For billing addresses, the following information is required:

- For a private person
  - o Billing name
  - o Billing email address
  - o Country
  - o Postal code
  - o City, town
  - o Address
- In the case of a company, the first step is to select whether the User is requesting an invoice for a domestic or a foreign company
  - o For a domestic company
    - Billing email address
    - VAT number
    - based on these, the application will retrieve the additional company data from the NAV (National Tax and Customs Administration of Hungary) database, which will be automatically filled in
  - o For foreign companies
    - Billing email address
    - Company name
    - VAT number
    - Country
    - Postal code
    - City, town
    - Address

Requests related to the subsequent modification of customer data contained in an already issued invoice may be submitted at any BKK Customer Service Centre or via the different customer service channels (in person, by telephone, email or postal letter). .

3.4.4. Refund

Public Transport Mobile Tickets can be refunded according to the conditions set out in the terms and conditions of the relevant operator. Refunds can typically be initiated in the Application (by pressing the Refund button on the screen page containing the details of the ticket or pass), although in some cases operators may have different rules (these are set out in the description of the ticket or pass or in the operator's terms and conditions). Afterwards (if the operator has not set specific refund conditions), the amount paid by the User will be fully refunded to the credit card used to purchase the original fare product. The duration of the refund will also depend on the internal procedures of the User's bank. In addition, the cancellation/replacement invoice related to the refund will be issued to the customer and sent to the email address associated with the billing address.

3.4.5. Refund on an equitable basis

If the User wishes to get a refund for a Public Transport Mobile Ticket that has already started its validity period, he/she must personally notify BKK in the case of BKK fare products at any BKK Customer Service Centres and fill in the relevant form or, in the case of other providers, according to the procedures set out by the relevant Public Transport Mobile Ticket service provider. The Service Provider concerned shall decide on the assessment of the possibililty of providing fairness at its own discretion and shall inform the User of the result. If a partial or full refund has been determined, BKK shall ensure that the amount is refunded and that the corrective invoice for the refund is issued to the customer and sent to the email address specified under the billing address details.

3.4.6. Product refunds in case of cancellation of a bankcard

If a saved bankcard is cancelled in the application, the product will not be refunded automatically when you seek a refund for the amount of a purchase made with the saved card. The refund will be processed manually by BKK. The crediting of the amount depends on the settlement policy of the card-issuing bank.

3.4.7. The User is obliged to purchase the Public Transport Mobile Ticket prior to the journey, the purchase of the Public Transport Mobile Ticket during the journey or subsequently does not constitute a retroactive entitlement to travel, therefore a subsequently purchased Public Transport Mobile Ticket is considered an unauthorised journey and may entail the obligation to pay a penalty fare, for which BKK is not liable. The User may only start the journey in accordance with the travel conditions of the respective Service Provider if the Public Transport Mobile Ticket is successfully displayed in the application. BKK shall not be liable for any legal consequences of travelling without displaying a Public Transport Mobile Ticket.

3.4.8.

VI. REGISTRATION

1. Registration is required to use certain Services available through the Application.

2. You do not need to register to view and use the following content and features in the App, among others.

- Map browsing
- Journey planning
- Language settings
- Upcoming departures nearby
- Shake-to-report function
- Legal declarations
- Show version number

- The User can register by tapping on the Register/login button in the application, and after selecting the registration mode, by tapping on Register. There are four ways to register:

a) Continue with Google: using an existing Google account
b) Continue with Facebook: using an existing Facebook account
c) Continue with AppleID: using an existing AppleID (if the phone operating system is iOS)
d) Continue with email: using an existing email account other than the above

3. In case of registration by email, the User is required to provide the following mandatory information:

a) Surname
b) First name
c) E-mail address
d) Password

4. The User shall provide his/her data truthfully and notify BKK of any changes to his/her data within 8 (eight) days of the change by modifying his/her data via the Application or through the various customer service channels of BKK (in person, by phone, email, letter, etc.) The User undertakes to update the personal data provided during registration as necessary in order to ensure that they are up-to-date, complete and accurate. BKK shall not be liable for any damages resulting from failure to notify the User, but may claim compensation for any related damages from the User.

5. BKK does not check the content of the data entered, and therefore excludes any liability for malfunctions, data loss and damages resulting from data entry errors. It also disclaims any liability for any damage resulting from incorrect or non-functioning email addresses. By registering, the User expressly acknowledges the exclusion of liability as set out above, as well as the fact that he/she may not claim compensation from BKK for any damages resulting from the above.

By registering with an email address, the User creates a password that belongs to the email address provided during registration and is known only to the User. In the case of Facebook/Google/Apple

registration, the user data associated with that account is used to log in to the application. In the case of Facebook/Google/Apple registration, the User can enter a unique password for his/her registered BudapestGO account under "Change Password". BKK automatically generates a unique BKK identifier (ID) at the time of registration, which uniquely identifies the given customer account in the BKK systems. This can be found in the email confirming successful registration or in the "Personal data" menu item of the user account. The BKK ID primarily facilitates the identification of the User in the case of customer service procedures.
. BKK identifies the User with the personal data already processed in its systems. If the User submits a written query from his/her registered email address, BKK may waive the requirement for the provision of further personal data. Exceptions to this rule are feedback made via the error reporting interface available by shaking the device or if the customer changes the registered email address. After logging in, the User is fully responsible for the email address and password combination associated with the registration for the Application or, if you register with a Facebook/Google/Apple account, with the necessary login details for that account, and for all activities carried out with those login details. . The User undertakes to keep the password/login details provided during registration confidential and to make every effort to ensure that it is not disclosed to unauthorised persons. The User undertakes to immediately notify BKK Customer Service in the event of any unauthorised use of his/her data or any other breach of security. BKK shall not be liable for any damages resulting from the storage of the Password or from the transfer of the User name (email), BKK ID number and Password or Facebook/Google/Apple login details to third parties.

VII. MODIFICATION, FORGOTTEN PASSWORD

1. The User can change the Password at any time through the Application. To change your password, you must enter your previous password.

2. For the "Forgotten password" function, the email address provided by the User during registration is required. The Application will send an automatic system message by email about the availability of the page where the password change is required. The new password can be entered by the User.

VIII. USER ACCOUNT DELETION

1. The User can delete the account under "Settings" in the application or can initiate the deletion of the User Account through various customer service channels (in person, by phone, email, postal letter, etc.). . The deletion of the user account by BKK requires the identification of the User. BKK will then check whether the User has a Mobile Ticket that can be used. If the User does not have a Mobile Ticket, BKK will initiate the deletion of the account; if the User does have an unused Mobile Ticket, BKK will draw the attention of the User to this fact. If the customer confirms his/her intention to delete the account after being informed about the fare products, BKK will immediately initiate the deletion of the User account.

2. When you delete a User Account, the database record is not lost, i.e. the user data is deleted, but the transactions and invoices associated with the account remain identifiable and the date of

account deletion remains visible. The email address associated with the deleted User Account can be re-registered later, creating a new customer record along with a new BKK ID number in the database.

3. If the User has an unused or valid Public Transport Mobile Ticket in his/her User Account at the moment of cancellation of the Account, the User will be informed under "Cancel Account" in the application to get a refund for the products that can still be used before cancelling the Account, and that the Public Transport Mobile Ticket can no longer be used. After deleting the User Account, the User may no longer reclaim the registered Public Transport Mobile Ticket and no refund may be claimed for the unused period. The Application does not provide the possibility to transfer between different User Accounts in the Application or between different applications. The Mobile Ticket cannot be exchanged for a paper product.

IX. USE OF THE SERVICE

1. After registration, the User is entitled to use all the Services of the Application.

2. The User may use all features of the Application made available by BKK, however, BKK grants the User a limited, personal, non-exclusive, non-commercial, revocable, non-transferable license to view a single copy of the content available in the Application (excluding source and object codes) that is generally publicly available through the use of the Application, provided that

a) User shall retain all trademarks, copyright or proprietary notices contained in the original Content or any copy made by User

b) User shall not allow, assist or incite any third party (whether for profit or not) to copy or modify the object code, software source code of the Application software to recreate, reverse engineer, modify or attempt to disclose the source code of any part of the Application from the original; and

c) User shall not attempt to insert any code or product to manipulate the content available through the App in any way that may affect the user experience in any way

3. The User (and any third party through the User) is not permitted to reorder, modify, exchange, publicly share, transmit, publish, republish, distribute, broadcast, sell, rent, lease, upload, create derivative works from, or otherwise use the content of the Application for commercial purposes. Any unauthorised or unlawful use of any Content available in the Application is strictly prohibited and will result in civil and criminal prosecution under applicable law.

4. The essential features and characteristics of each Service and instructions on how to use the Service can be found on the information page of the specific Service.

X. PAYMENT TERMS

1. The User shall provide his/her creditcard/bankcard details in the Application at the time of purchase or in the User Account. BKK shall debit the fees related to the purchase of a Public Transport Mobile Ticket or pass to the account of the User's bankcard/credit card as specified above. The User may

pay with and register a Visa, American Express or MasterCard card issued by any bank. By accepting these Terms and Conditions, the User represents and warrants that if he/she enters credit card details other than in his/her own name, he/she has the written consent of the credit card holder that the credit card holder has agreed to the use of the credit card subject to the terms and conditions set out in these Terms and Conditions and has accepted the provisions of these Terms and Conditions.

2. BKK may at any time request the User to provide proof of the identity of the owner of the bank card/credit card and whether the User has the appropriate consent/authorisation by means of appropriate documents suitable for identification. BKK is entitled to verify the bankcard/credit card data in a personal consultation prior to approving the User's registration. BKK shall not be liable if the User provides credit card data in the name of another person. The User shall be liable in this respect.

XI. COMPLAINT MANAGEMENT AND DISPUTE RESOLUTION

1. In connection with the handling of complaints, the present General Terms and Conditions together with the provisions of Chapter VIII (Rules for reporting and handling complaints) of the BKK Business Policy, also accepted by the User by accepting the GTC, shall apply.
https://bkk.hu/en/tickets-and-passes/travel-terms-and-conditions/

2. Comments made in the App by selecting the menu item "Can we help?/Feedback on the functioning of the App" or via the reporting interface available via the "Report a bug on shake" option, which concern the functioning of the App, are handled by BKK, however BKK is not obliged to provide written responses to "Report a bug on shake" queries through the chat interface of the BudapestGO application, meither are those queries registered. BKK handles queries made under the "Can we help?/Feedback on BKK services" or "Contact us" menu item as well as those received via the Online Customer Feedback Form on www.bkk.hu and sends replies by email or in writing.

3. In addition to the methods detailed in Chapter VIII of the General Terms and Conditions, the User may also submit feedback regarding BKK's services in the Application by selecting the appropriate form in the "Can we help?/Feedback on BKK services" menu. A feedback form is created for feedback received via the "Can we help?/Feedback on BKK services" menu item in the Application, which BKK sends to the notifier by email at the same time as the notification is registered.

4. The procedures for the handling and investigation of customer queries, as well as for replying to notifications and informing the notifier, are set out in Chapter VIII of the Business Policy.

XII. NOTIFICATIONS

1. Communication channels and methods used by the Data Controller:

- **Email:** information closely related to the functioning of the system sent to the User's email address; confirmation of registration; e-invoice about purchases.
- **Telephone**: contacting the User by telephone.
- **Push notifications**: standard mobile notifications. Messages that the User sees without opening the application, typically on the lock screen. The purpose is to direct Users to the application. The notification is displayed even if the screen is locked, without the need to open the app. The User can deactivate this feature at any time.
- **Pop-up notifications**: in-app notifications. Messages that the User receives within the application after opening it. These notifications are used to send targeted and context-sensitive messages. The purpose is to direct Users to an in-app function or to deliver a message. The notification will only appear for the User who is already using the application. The pop-up temporarily blocks interactions with the main view of the application, may interrupt the workflow of the application. The User cannot turn off this feature.

XIII. DATA PROTECTION

1. Detailed provisions on the processing of the User's personal data are set out in the Privacy Policy.

2. BKK processes the data provided by the User in accordance with Regulation (EU) No 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Regulation (EC) No 95/46/EC (General Data Protection Regulation) and the Hungarian legal provisions.

3. The User declares that he/she has read and understood the contents of the BudapestGO Privacy Policy.

4. The BKK shall carry out data processing in such a way as to ensure adequate security of personal data by applying technical or organisational measures, including protection against unauthorised or unlawful processing, accidental loss, destruction or damage.

XIV. TERMS OF USE

1. The Application is owned and operated by BKK

2. The past, present and future content of the Application, including but not limited to the structure, design, text, images, photographs, illustrations, compilations, graphics, podcasts, advertising copy, databases, proprietary information, all copyright or other proprietary elements of the Application (including source and object codes) and all BKK related material, the Application itself, the arrangement, selection, sequence of elements within the Application, the main features of the structure of the Application, all trademarks, proprietary services, trade names, logos, domain names, patents and all intellectual property (individually and collectively, the "Content") are protected by copyright and proprietary rights and are the property of BKK.

3. The User may use the Application only as permitted by law.

4. By using the Application, the User does not acquire any intellectual property rights in the Application or the content accessible through the Application. No User is entitled to use the content of the Application, unless he/she has received permission from BKK or unless otherwise permitted by law. These Terms of Use do not grant any right to use any signs, logos, branding or emblems used in the Application.

5. BKK is entitled to send service announcements, administrative messages and other information to Users in connection with the use of the Application. By accepting these General Terms and Conditions, the User expressly consents to BKK sending such messages to the User.

6. BKK provides the Application for non-commercial, non-exclusive, limited personal use only and the Application may not be used for any other purpose without the prior written consent of BKK. The User agrees to comply with all copyright notices, information and restrictions contained in any part of the Application. The User shall not alter, delete or obscure any copyright, trademark, patent or other similar notices in the Application, including any portion downloaded, transmitted, displayed, printed or otherwise reproduced.

7. The User shall not obtain the right to copy, distribute, sell or lease any part of the Application or the software belonging to the Application, nor shall the User be entitled to reverse engineer the software or attempt to obtain the software source code, unless such restriction is prohibited by law or the User has obtained written permission from BKK.

8. BKK has the right to add new functions or options to the Application and to suspend the operation of the Application or terminate it completely.

9. The User is entitled to stop using the Application at any time. In addition, BKK may also terminate the provision of the Application to the User at any time and may introduce or create new restrictions on the Application at any time.

10. If BKK discontinues the Application, it will - if reasonably possible - warn the User in due time.

11. BKK is entitled to amend these Terms of Use at any time, simultaneously with the amendment of the GTC, for example in order to comply with any changes in legislation or the Application. Amendments shall not be retroactive and shall enter into force at the earliest eight (8) days after their publication. If the Application is extended by a new function, the relevant amendments or amendments made for legal reasons shall enter into force immediately.

12. The User acknowledges that if the User does not comply with the provisions of these Terms of Use and BKK does not take immediate action in this regard, this does not mean that BKK waives its rights to take any action in the future.

XV. LIMITATION OF LIABILITY

1. To the extent permitted by law, BKK shall not be liable for lost profits, lost revenue, lost data, financial loss or provide indirect, extraordinary, consequential, non-material or material compensation. BKK expressly excludes any liability for any damage resulting from possible inaccuracies or delays in the trips planned by the Application, and the User acknowledges that he/she shall bear any damage resulting from the above..

2. In the case of Points of Interest displayed on the map under Journey Planning in the BudapestGO application, the additional information and data provided by third parties regarding opening hours, any related fares, geographical location and other additional information and data are for information purposes only. BKK expressly excludes any liability for any damage resulting from any inaccuracy, error or omission, whether direct or indirect, of the information related to the locations displayed by BKK in the application."

3. In no event shall BKK be liable for any reasonably unforeseeable loss or damage.

4. Except for the terms and conditions expressly set out in these GTC, BKK does not make any specific promises in connection with the Services. For example, it does not make any commitment regarding the content within the Application, the specific functions of the Application, or its reliability, availability or suitability to meet the User's needs. To the extent permitted by law, BKK excludes all warranties.

5. BKK provides the Application to the Users "as is", "with all its faults" and "as viewed", and the entire risk related to the quality, performance, accuracy and effectiveness of the Application shall be borne by the User.

6. BKK excludes its liability for any consequences arising from causes that are not related to the activities of BKK covered by these GTC. BKK shall not be liable for the manner in which the User or third parties use the Application and for what purpose - in particular, BKK Zrt. shall not be liable for whether the User or third parties exercise their activities in accordance with the provisions of the applicable laws and other contracts when using the Application.

7. The User is obliged to immediately notify BKK if he/she detects a fault and all related circumstances. The User undertakes to cooperate closely with BKK in determining and remedying the fault in accordance with BKK's instructions and to provide BKK with all information necessary for the investigation of the fault/error.

8. BKK shall not be liable for the failure of other software products or data files stored on the User's devices also using the Application, for data loss or for the consequences thereof, therefore the User shall exercise special care in the course of his/her activities concerning data storage..

9. BKK disclaims any liability for the consequences and malfunctions resulting from unauthorised access, improper use, hardware failure, or an improper operating environment (including power failures).

10. BKK shall not be liable for the correctness of the data and information contained in the Application and for any damage caused to the User or any other third party as a result of the use of such data and information.

11. BKK shall not be liable for any virus or other restrictive features affecting access to and use of the Application, for any incompatibility of the Application with other websites, services, software and hardware, for any delay or error that the User may encounter in initiating, conducting or completing a data transfer or transaction in a proper and timely manner while using the Application, or for any damages or costs arising from or in any way related to the use of third party services available through the links or services provided by third parties.

12. BKK shall be exempt from the consequences of breach of contract if the contractual performance is hindered physically or otherwise by an unforeseeable, unavoidable event or act beyond its control (hereinafter referred to as force majeure). In particular, BKK Zrt. considers natural and other disasters (e.g. lightning, earthquake, flood, fire, explosion, epidemic), war or other conflicts (riots, civil disturbances, civil commotion, revolution, coup d'état, civil war, acts of terrorism, embargo, etc.). The same provision shall also apply if the force majeure events are related to the performance of BKK Zrt. and its subcontractors, contributors and agents.

13. BKK bears the burden of proving that the consequences of the force majeure event affecting the contractual performance could not have been avoided even if it had exercised reasonable care in the given situation, or only at the cost of disproportionate sacrifice.

14. In the event of a force majeure event, BKK's exemption from the consequences of the breach of contract is subject to the condition of credible proof and objective evidence that the contractual performance was hindered by an event or act beyond its control, which was not known at the time of the conclusion of the contract and which is causally connected to the non-performance.

15. For the purposes of these GTC, the Parties shall consider an epidemic to be a health situation occurring after the entry into force of the Contract, which corresponds to the definition of the term defined in Decree No.18/1998 (VI. 3.) NM on the Epidemiological Measures to Prevent Infectious Diseases and Epidemics, and in connection with which the Government, a municipality or any competent authority determines the occurrence of an epidemic. In the case of the Covid19 pandemic, the Parties shall consider it to be force majeure if measures are introduced after the entry into force of the GTC which affect the performance of the provisions of these GTC and the provisions for force majeure otherwise apply.

16. Furthermore, BKK shall not be liable for any damage or consequences resulting from the fact that the User's User Name (email address), BKK ID or Password required to access the Application Services have been stolen, otherwise unlawfully obtained, or lost by the User..

XVI. MAINTENANCE OF THE APPLICATION

1. BKK shall maintain and update the Application at its own discretion, at intervals, in the manner, with the content and with the frequency determined by BKK.

XVII. TERMINATION OF CONTRACT

1. The User shall be entitled to initiate the cancellation of his/her User Account in accordance with the provisions of Chapter VIII of these GTC and thus terminate the Contract without giving any reason. The Contract shall terminate upon cancellation of the User Account.

2. BKK is entitled to terminate the Contract with immediate effect and without giving any reason, of which it shall notify the User electronically. Such termination entails the cancellation of the registration. BKK shall delete the User's User Account on the day of termination of the Contract.

3. BKK is entitled to restrict the services available through the Application while notifying the User, or to terminate the Contract with immediate effect and take the necessary steps (e.g. notification to the authorities) if

- User provides false information when registering or using the Application;
- User misuses the data of BKK or the Application;
- User sends an electronic message that
  - intentionally misrepresents or conceals the sender's email address,
  - contains an attachment infected with a virus,
  - as an attached file, it contains an executable file that performs an activity contrary to the interest of the addressee(s) or BKK and this activity may be performed against the will in good faith of the addressee, or
  - the content of which is offensive to social values and human dignity (such as misleading, obscene, sexual or violent emails or those inciting to unlawful acts or inciting religious or political hatred)
- User attempts or performs unauthorised data acquisition, data transmission or intrusion into other computer systems by using the Services provided to him/her, in particular
  - the unauthorised viewing, obtaining or attempting to obtain non-public or trade secret data or files stored by the service provider or the users or used by them while using the electronic service,
  - the unauthorised uploading or attempted uploading of data or files to the storage space of BKK or the Service Users that may compromise the User or adversely affect the operation of the IT equipment used by the User, or
  - unauthorised use of computers owned by others and their resources (e.g., proxies, email servers, printers, network gateways, and other connected hardware devices) for personal use.

4. In the event of an extraordinary termination of the contract by BKK, the Parties shall be obliged to settle accounts with each other for the services provided until the effective date of termination, including the breach of contract and its consequences. In the event of extraordinary termination, BKK reserves the right to enforce its rights arising from the breach of contract, including the right to compensation for damages.

5. If the User causes damage to BKK by breaching the contract under these GTC, the User shall compensate the damage in full. The obligation to pay compensation shall cover direct and consequential losses, liability damages, loss of profit for BKK and the costs incurred by BKK to remedy the damage caused by the User's breach of contract. Any damage caused by the User shall be deemed to be foreseeable at the time of the conclusion of the contract and the damage, which the User expressly acknowledges and accepts by accepting the GTC.

6. The Parties conclude the contract under these GTC for an indefinite period.

XVIII. TERMINATION OF CONTRACT

BKK is entitled to terminate a User Account if the User holding the account has not used their User Account for at least 400 consecutive calendar days (inactivity).

The following constitute use of the User Account:

- successful login to the User Account
- launching the Application whilst logged in
- using the Application whilst logged in

Simply using the Application without logging in (using functions not requiring registration) does not interrupt the period of inactivity of the User Account.

BKK shall send notification of the planned action by email to the email address recorded under 'Personal Data' in the User Account at least 10 calendar days prior to the permanent closure of the User Account, including notification of the permanent loss of access to products that have been purchased but not yet used. If the User uses their account again before the day preceding termination, the 400-calendar day inactivity period will be interrupted and will start afresh.

The termination of a User Account entails the irreversible anonymisation of the associated data; this does not affect the retention, for the period specified by law, of invoices and receipts required to be retained under the law, nor the data necessary for their identification. Terminated accounts and unused products cannot be restored.

Following the closure of the User Account, the service's registration-required functions can only be used again by creating a new account.

Registration-required functions:

- purchase of tickets and passes
- use of purchased tickets and passes
- favourites (lines, stops) and related notifications
- newsletter management
- passenger security chat
- saved locations
- push notifications

Following the deletion of the User Account, the App's features not requiring registration can still be used.

XIX. FINAL PROVISIONS

1. If any provision of these GTC is or becomes invalid, this provision shall not affect the other provisions of the Agreement.

2. The Parties agree that all matters governed by these GTC, including the validity of the contract and the validity of contractual clauses, declarations, agreements and obligations, shall be determined by applying the rules of Hungarian law. Any third party not expressly authorised by these GTC shall not be entitled to claim the services provided for in these GTC.

3. BKK is entitled to transfer the GTC or specific part(s) thereof or certain rights or obligations specified in the GTC to a third party, subject to prior notification of the User. The User irrevocably consents to the transfer by accepting the GTC. This consent shall become effective upon notification of the transfer.

4. The Parties shall attempt to resolve any disputes relating to these GTC by amicable means. Any disputes that cannot be settled amicably shall be settled by the Parties before the competent court having jurisdiction in accordance with the Code of Civil Procedure in force at the time.

5. By accepting the GTC, the User expressly declares and acknowledges that he/she has read, taken note of and accepts the provisions of these GTC as binding upon him/her.

6. The Parties shall notify each other in writing about matters concerning these GTC. Delivery by hand, delivery by courier, delivery by post and delivery by electronic mail shall be deemed to be in writing if the electronic mail is received at the electronic mail address of the Parties and acknowledged by the addressee.

7. Unless proved otherwise, the notification shall be deemed to have been delivered to and read by the other Party on the following dates:

a) in case of delivery by courier, on the 5th day after dispatch;
b) in the case of delivery abroad by air, on the 7th day after dispatch;
c) in the case of sending by email, by 24:00 on the 2nd working day following the day on which the message was sent.

Budapest, 28 October 2026