

# General Mechatronics Kft.

# GTC

For the services operated on the pages [www.general-track.com](http://www.general-track.com),  
[www.gorillariaszto.hu](http://www.gorillariaszto.hu) and [www.nabitrack.com](http://www.nabitrack.com).

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# 1. Introductory provisions

## 1.1 Purpose of the General Terms and Conditions

The provisions set out in this document as General Terms and Conditions – hereinafter GTC shall regulate the legal relationship for Service provision between GENERAL MECHATRONICS Korlátolt Felelősségű Társaság (1118 Budapest, Nándorfejérvári út 33. fszt. 2.) as a Service Provider undertaking and any natural persons or legal entities or organizations without a legal personality concluding a Subscriber Contract with it as Subscribers, that is, between the Parties.

## 1.2 Definitions

The meaning of the terms under this GTC shall be required to be used primarily with the content specified in this GTC, and with the content used under applicable legal regulations.

The Service Provider collects measurement and geolocation data using the following IoT devices, and makes them available to the Subscriber through the webpage [www.general-track.com/fleet](http://www.general-track.com/fleet) and the General Track mobile application.

- Vehicle fleet tracking device(s) to be installed in the Subscriber's vehicles to forward the vehicles' location data to the Service Provider's server. Detailed specifications of such device(s) are available at [www.general-track.com/gt-fleet](http://www.general-track.com/gt-fleet).
- Vehicle protection device(s) to be installed in the Subscriber's vehicles to forward vehicle data to the Service Provider's server and also having vehicle protection functions. Detailed specifications of such device(s) are available at [www.gorillariaszto.hu](http://www.gorillariaszto.hu).
- Smart sensor and tracking device(s) to forward position, temperature and other data to the Service Provider's server. Detailed specifications of such device(s) are available at [www.nabitrack.com](http://www.nabitrack.com).
- Other customized devices the specifications of which are previously agreed by the Service Provider and the Subscriber.

The IoT devices required for the Service hereinafter jointly: **Device**.

**“Service”**: the Service shall be mediated by the Service Provider to the Subscriber by giving access to the Subscriber to view the data collected by the Device and to use the system through the Service Provider's homepage ([www.general-track.com](http://www.general-track.com)) after the purchase and registration of the Device. A description of the Service is included in section 3 of this GTC, and in the Service Provider's homepage. Service content may vary in accordance with the Subscriber's individual order compared to the definition of the Service as set out in this GTC (including in particular, but not limited to the order of supplementary devices and the order of special services).

The services above shall be ordered through the webpages [www.general-track.com](http://www.general-track.com), [www.gorillariaszto.hu](http://www.gorillariaszto.hu) and [www.nabitrack.com](http://www.nabitrack.com) (hereinafter jointly: Service Provider's homepage) by registering the Device and accepting this GTC.

**“Service Provider”**: the Service Provider of the Service is GENERAL MECHATRONICS Korlátolt Felelősségű Társaság (1118 Budapest, Nándorfejérvári út 33. fszt. 2.), with corporate registry number Cg.01-09-995410. The Service Provider shall provide access for the Subscriber to the system within the scope of this GTC and the Subscriber Contract – in the framework of Service No. 1 or 2 – and shall ensure, on an on-going basis, the conditions for Service operation.

**“Subscriber”**: the natural person or legal entity that concludes a Subscriber Contract with the Service Provider in respect of the Service detailed above.

**“Bill Payer”**: if, pursuant to the Subscriber Contract, the Subscriber and the person paying the Service fee are different, it shall mean the natural person or legal entity which meets the payment conditions set out in the Subscriber Contract. If the Subscriber and the Bill Payer have separate identities in the Subscriber Contract, then the Subscriber Contract is required to be accepted by the Bill Payer as well. The Subscriber shall be universally liable, together with the Bill Payer, for Service fee payment. If the present GTC makes mention of the Subscriber, it shall include the Bill Payer as well depending on the context (including in particular, but not limited to fee payment).

**“Rental Fee”**: if, at the time of concluding the Subscriber Contract, the Subscriber selects a subscription package where the Subscriber rents (and does not buy) the Device forming a basis for the Service, then the Subscriber shall rent it in return for a special rental fee in addition to the subscription fee stated in the Subscriber Contract, the amount of which shall be specified in the Annex titled Fee Packages enclosed to the Subscriber Contract and on the webpage at [www.general-track.com](http://www.general-track.com).

**“Payment by Instalments”**: if, at the time of concluding the Subscriber Contract, the Subscriber selects a subscription package where the Subscriber buys the Device forming a basis for the Service by paying in instalments (rather than paying for it in a single sum at the time of launching the Service), then the Subscriber shall pay a special Device price instalment in addition to the subscription fee stated in the Subscriber Contract, the payment term and the amount of which shall be specified in the Annex titled Fee Packages enclosed to the Subscriber Contract and on the webpage at [www.general-track.com](http://www.general-track.com).

**“SIM Card”**: a card supplied by the Service Provider pursuant to a subscriber contract concluded with a mobile service provider, intended to facilitate data transfer between the Device and the Service Provider’s server. The SIM Card shall be owned by the Service Provider even during the term of the Subscriber Contract, and the Subscriber shall be obligated to return it promptly upon any termination of the Subscriber Contract.

**“Subscriber Contract”**: the Service Provider’s Subscriber contract concluded with a Subscriber contracting to the Service Provider in respect of the Service and the Service Provider’s GTC, regardless of the method of contracting, in particular to the fact whether the Subscriber and the Service Provider concluded a Subscriber Contract in writing, or whether the contractual relationship between the Subscriber and the Service Provider was established through the purchase, by the Subscriber, of a commercially available Device previously registered by the Service Provider, by implication otherwise, or electronically.

**“Subscription”**: pursuant to a validly concluded and effective Subscriber Contract, the Subscriber shall be entitled to hire the Service in respect of several stand-alone Devices (having an individual electronic identifier) as notified by the Subscriber. For the purposes of this GTC and the Subscriber Contract, the Service hired for each vehicle assigned to the Subscription concerned shall be deemed as an individual Subscription. Any termination of the Subscriber Contract shall automatically result in the termination of the Subscriptions involved.

**“Proforma Invoice”**: a document sent electronically to the Subscriber on a monthly basis by the Service Provider, pursuant to which the Subscriber shall be obligated to pay the Subscription Fee (and any other fees due) through the homepage at [www.general-track.com](http://www.general-track.com).

**“Service Package”**: the Service Provider enables the Subscriber to hire certain basic and supplementary services in the form of so-called service packages, subject to the benefits provided by such packages. The terms and conditions and detailed rules of using such packages are stated in the Subscriber Contract.

**“Subscription Fee”**: The Service Provider shall specify a Subscription Fee for launching and providing the Service. The Subscription Fee shall be payable per Subscription. Currently applicable list prices shall be published on the Service Provider’s webpage. A detailed list of the Subscription Fee payable under the Subscriber Contract shall be included in the Annex to the Subscriber Contract, which forms an integral part of the Subscriber Contract. The Service Provider shall be entitled to design individual offers for Subscribers. The Service Provider may unilaterally modify the Subscription Fee or any of its components exclusively depending on and pursuant to regulatory changes (including in particular but not limited to changes in special taxes imposed on the sector, and other public burdens). The Service Provider shall be obligated to notify such modification to the Subscriber in writing 8 days before such modification, at the latest. The Service Provider shall deem such fee modification as accepted by the Subscriber if the Subscriber does not object to such fee modification within 8 days and / or continues to use the Service by implication.

**“Purchase Price”**: the purchase price of the Devices required for providing the Service, generally payable simultaneously with installation or by an instalment payment scheme, unless the Parties provide otherwise in the Subscriber Contract.

**“Installation Fee”**: an incidental charge payable to the Installing Partner for the installation of the Devices required for providing the Service.

**“Installing Partner”**: a partner contracted to the Service Provider, installing the Devices required for providing the Service into the Subscriber’s vehicle. A list of Installing Partners is available at the Service Provider’s webpage ([www.general-track.com](http://www.general-track.com)).

**“Registration”**: registration through the Service Provider’s webpage at [www.general-track.com](http://www.general-track.com) following the purchase of the Device by the Subscriber, whereby the Subscriber Contract is concluded by and between the Service Provider and the Subscriber.

**“Balance”**: In case of a relevant notification by the Service Provider, the Service Provider shall be required to upload the Subscriber’s balance based on the information supplied by the Service Provider and the Proforma Invoice, in accordance with the applicable provisions set out in this GTC, through the webpage at [www.general-track.com](http://www.general-track.com).

**“GPS/GNSS”**: global positioning satellite system enabling the determination of a given coordinate on earth by using a receiver unit.

**„GSM/GPRS/2G/4G/5G/CAT-M/NB IoT”**: a telecommunication network enabling location-independent data transfer.

**“Commitment Period”**: the period during which the Subscriber Contract may only be cancelled by termination with immediate effect, by the mutual consent of the Parties, or for any other reason specified in the GTC. Throughout the Commitment Period undertaken, the Service Provider shall not modify the Subscription Fee current at the time of concluding the Subscriber Contract, except for fee modifications due to regulatory changes (as detailed in the definition of “Subscription Fee”).

**“Applicable Law”**: domestic, EU, and international legal regulations applicable to the legal relationship of the Subscriber and the Service Provider, and accordingly to the Subscriber Contract.

**“Service Provider’s Webpage”**: An internet interface created for providing the Service and managed by the Service Provider, registration for which enables to hire the service. It is available at [www.general-track.com](http://www.general-track.com), [www.nabitrack.com](http://www.nabitrack.com) and [www.gorillariaszto.hu](http://www.gorillariaszto.hu), respectively.

**“Referral Card / Coupon”**: a card with an individual coupon code, issued by the Service Provider to a natural person or legal entity (hereinafter: Recommender). If the Recommender passes it on, both the Recommender and the new Subscriber will have the amount specified on such coupon credited to their balance following registration of the Device purchased by the new holder of the Referral Card.

**“Reseller”**: a reseller partner contracted to the Service Provider where the Subscriber can buy the Device.

## **2. Conclusion of the Subscriber Contract**

As a condition for providing and hiring the Service, respectively, the Service Provider and the Subscriber conclude a Subscriber Contract which includes the Subscriber's and the Service Provider's rights and obligations not regulated or regulated in a different manner in this GTC. The Subscriber Contract is a master agreement concluded by the Parties which provides an opportunity for the Subscriber to hire the Service by using one or more devices (Subscription). The same Subscriber may have several Subscriber Contracts. By concluding the Subscriber Contract, the Parties acknowledge that they accept the terms and conditions specified in the contract as binding upon themselves. The Subscriber shall not be entitled to transfer their rights resulting from the conclusion of the Subscriber Contract to any third party, unless with the Service Provider's written approval.

The Subscriber Contract shall be established for an indeterminate period of time – or for a determinate period of time in case of applying a Commitment Period – if the Subscriber buys the Device from the Installing Partner or the Reseller and registers it on the webpage at [www.general-track.com](http://www.general-track.com), accepting and acknowledging this GTC as binding. This GTC forms an integral part of the Subscriber Contract. Acceptance of this GTC by the Subscriber is a prerequisite for providing the Service.

The Service Provider's webpages distribute technical devices and services. The images displayed at the products are only illustrations in some cases, which may be different from reality in some cases. The prices of products and services are specified in HUF.

### **3. The Service**

The Service Provider undertakes to provide the Service for the Subscriber as from the date of successful Registration. The subscriber relationship is established by concluding the Subscriber Contract as regulated in section 2. The Subscriber understands and accepts that the Device will only be operable after Registration.

In addition to the provisions detailed in this section, the Service may also include other functions in accordance with the provisions of the Subscriber Contract. Current details of the Services are included in the description available at the Service Provider's webpage.

## **4. The Service Provider's rights and obligations**

4.1. The Service Provider shall provide the Service continuously on a 7/24 basis from the date specified in the Subscriber Contract, in return for Subscription Fee payment, provided that the Subscriber has met the pre-requisites of hiring the Service as specified in the GTC and in the Subscriber Contract. In order to ensure appropriate service quality, the Service Provider shall take all reasonably expectable measures to operate as generally expected from the Service Provider in a given situation, including on-going system monitoring, maintenance and repair.

4.2. The Service Provider shall provide the Service to the Subscriber continuously from the date of successful Device registration on the webpage at [www.general-track.com](http://www.general-track.com).

4.3. Pursuant to the Subscriber Contract concluded with the Subscriber and this GTC, the Service Provider shall be liable to the Subscriber according to the rules of Civil Law for the suitability of the Device supplied by it for regular operation as directly related to the Service.

4.4. The Service Provider shall continuously monitor and maintain the system operating the Service, and shall repair it in case of any failure within the scope of the technical options available.

4.5. The Service Provider may not be held liable in cases where the Service is interrupted inevitably and outside the Service Provider's control or by reason of force majeure, or the error cannot be eliminated for reasons outside the Service Provider's control. Such cases include, for example, the following: domestic or foreign public authority order; natural disaster; act of God; defect or malfunction of telecommunication services; failure or inoperability of communication and telecommunication routes for remote signaling; GPS satellite operation disorders; GPS technology specificities and accuracy, GPS service interruption; permanent or periodical absence of GSM/GPRS reception, functional disorders of GSM/GPRS services, GSM/GPRS service interruption; interruption, periodic failure, or functional disorders of Internet services.

4.6. The Subscriber may only access the Service using the parameters specified by the Service Provider.

4.7. The Service Provider shall keep adequate records of contracts and any substantial facts related to the fulfilment thereof in case of any debate.

4.8. In respect of the Service, the Service Provider hereby informs the Subscriber that the Device forwards data by using the GSM/GPRS/NB-IoT/CAT-M network, and the SIM required for it is built into the Device in the course of manufacturing, the subscriber and owner of which is the Service Provider.

4.9. The Subscriber shall be entitled to use the SIM in the Device only for the purposes of the contract, and shall be obligated to ensure that its integrity is preserved. In the event that the Device is rented, the Subscriber shall receive the SIM only for use upon activating the Service, therefore the Subscriber shall not be entitled to dispose of it or to transfer it to any third party for use during the term of the contract, and the Subscriber shall be obligated to return it upon contract termination. The Subscriber shall be entitled to use the SIM card only in the Device, and may not transfer it into any other device – in particular into any mobile phone device. In case of any damage to the SIM, or any improper use of the SIM derogating from its purpose, or any other use incompatible with the Subscriber Contract, the Service Provider shall be entitled to terminate the contract with immediate effect and to enforce any claims for indemnification arising therefrom against the Subscriber. The Service Provider shall not charge any special fee for proper SIM use, as the fee thereof is included in the Subscription Fee.



4.10. For the purpose of Subscription Fee payment and settlement, the Service Provider shall generate a Balance. The Subscriber shall be obligated to replenish their Balance within five (5) working days pursuant to the written demand for payment or Proforma Invoice issued by the Service Provider and forwarded electronically to the Subscriber.

The Subscriber shall be obligated to ensure by pay-in that their service balance be positive even if the Service Provider does not send a demand for payment or Proforma Invoice. Fulfilment of this obligation shall be deemed as a circumstance within the Subscriber's control only.

In the event that the Subscriber Contract is terminated, the Balance amount not used in the given month shall be refunded pro rata to the Subscriber. In the event that the Balance is failed to be uploaded based on a Proforma Invoice, and if the Subscriber fails to make payment even within five (5) days of communication of the Service Provider's written demand for payment or Proforma Invoice, then the Service Provider shall be entitled to terminate the Subscriber Contract with immediate effect and to discontinue the Service simultaneously.

4.11. In the event that the Service Provider plans to carry out renovation or maintenance works in connection with software operation or in the network, as a consequence of which the Service is interrupted for more than ten (10) minutes, the Service Provider shall be obligated to notify the Subscriber thereof five (5) days in advance by way of a newsletter, or on the webpage relating to the Service at least fifteen (15) days in advance, prior to the commencement of such interruption. In the event that such consequent interruption lasts for more than two (2) hours, the Subscriber shall not be obligated to pay subscription fee on a pro-rata basis for the duration of such interruption.

4.12. The Service Provider undertakes to send electronic notifications to the Subscriber on Device status, should any malfunctions be detected in Device operation. Such notification shall include the fact and date of problem elimination, a short description thereof and the number of the affected device series. The Service Provider's notification obligation shall only prevail if the failure can be established undoubtedly or with high probability as a result of Device and system specificities. The Service Provider shall be entitled to pass by notifications of Device defects.

4.13. The Service Provider hereby informs the Subscriber that its vehicle protection and property protection devices involve increased protection in addition to manufacturer's protection systems known on the market, whereby theft is made much more difficult; however, the Service Provider shall not guarantee the exclusion of theft. In case of theft, the Service Provider shall exclude any and all liability whatsoever.

4.14. The Service Provider shall not accept liability for any loss or damage arising from the Subscriber's non-compliance with the terms and conditions of the GTC and / or the Subscriber Contract. Furthermore, the Service Provider shall not accept liability for any breakdown and loss or damage in the system caused by any installations carried out by the Subscriber or any third parties hired by them, or on behalf of the Installing Partner, as well as by any subsequently installed electronic devices not approved by the Service Provider.

4.15. In the event that the Subscriber makes any changes in the Device made available to them which affects Service quality or causes damage otherwise to the Service Provider, the Service Provider shall qualify such conduct as a breach of contract by the Subscriber, and shall be entitled to terminate the Subscriber Contract with immediate effect and demand the Subscriber to indemnify the Service Provider for the damage caused.

4.16. In respect of each Subscription, the Service Provider shall store and make available to the Subscriber the data generated in the system in respect of the Device at least in the year of data generation and in respect of the previous year. Unless otherwise agreed by the Parties, the Service Provider shall store the data generated in the current year and in the previous year following termination of the Subscription as well, in order to enable the Subscriber to have access to their former data on the Service Provider's webpage. Upon the Subscriber's written request, the Service Provider shall delete their data. Data processing shall be governed by the data protection provisions set out in section 8 of this GTC.

## **5. The Subscriber's rights and obligations**

5.1. On the webpage developed by the Service Provider, the Subscriber shall be entitled to log in by using their own user name and password, to track their Devices and the parameters thereof, and to use other functions depending on the Service Package.

5.2. The Parties shall conclude the Subscriber Contract either without a Commitment Period or with a Commitment Period set out in the Subscriber Contract.

5.3. In the course of exercising rights and performing obligations, the Subscriber shall be obligated to act in accordance with the requirements of good faith and integrity, in cooperation with the Service Provider.

5.4. The Subscriber shall be entitled to conclude a Subscriber Contract only in respect of tracking property items owned or otherwise entitled to. In the event of any change in the ownership of such property item during the term of the contract, the Subscriber shall be obligated to promptly report it to the Service Provider. Unless otherwise agreed, such change in the ownership of such property item shall result in contract termination. If such change in the ownership of the property item occurs during the Commitment Period, the Subscriber shall be required to pay the entire service fee (subscription fee, any rental fee) on title of damages (profit lost), to be payable simultaneously with contract termination. While the Subscriber Contract is in effect, the Subscriber shall be entitled to request the Service Provider to provide the Service ordered in respect of a property item other than the one originally specified, in which case any re-installation costs shall be borne by the Subscriber.

5.5. In case of the Subscriber being a legal entity, the Subscriber shall be obligated to inform the Service Provider about the winding up of the company simultaneously with the court registration of termination with a legal successor, to be evidenced by sending the order of registration at the same time. If the Subscriber being a legal entity is wound up during the Commitment Period of the Subscriber Contract, the provisions set out in section 5.4 shall be applicable.

5.6. In order to have access to vehicle data on the webpage according to the Service, the Subscriber is required to have an Internet subscription in place, solely to be ensured by the Subscriber.

5.7. On occasion of Device registration, the Subscriber shall be obligated to specify the correct data in each of the sections included therein. The Subscriber understands and accepts that the Service Provider provides the Service based on such data. The Subscriber shall be obligated to promptly report any data changes in writing to the Service Provider. The Service Provider shall not accept liability for any loss or damage arising from the Subscriber's failure to promptly report changes in the client data made available in the course of concluding the Subscriber Contract, or from incorrect or deficient data provision.

5.8. The Subscriber undertakes to perform the payment obligations associated with providing the Service (in particular, but not limited to the following: Device price, Rental Fee, Subscription Fee) pursuant to the Subscriber Contract concluded, and in accordance with the Proforma Invoice / written demand for payment issued by the Service Provider Contributor.

5.9. The Subscriber understands and accepts that should the Subscriber be in default with their payment obligations set out in the Subscriber Contract, the Service Provider shall be entitled to suspend the Service with immediate effect until the fulfilment of such payment obligation.

5.10. The Service Provider shall be entitled to charge default interest from the first day of such default at the rate as specified in legal regulations currently in effect if the Subscriber fails to meet the deadline stated on the Proforma Invoice.

5.11. The Subscriber shall be solely responsible (in case of a bill payer, universally liable) for ensuring the availability of the appropriate amount on their Balance. The Service Provider shall only be obligated to ensure that the Service is provided if the Subscriber's Balance is positive. The Subscriber shall be obligated to make sure of their Balance status and the operation of the Service through the webpage at [www.general-track.com](http://www.general-track.com) on a monthly basis. If the Subscriber detects any errors, the Subscriber shall be obligated to promptly report this to the Service Provider. The Service Provider shall send an electronic message to the Subscriber as soon as a considerable reduction or reduction below zero is detected in the amount stated on the Balance.

5.12. The Subscriber shall be obligated to follow the Service Provider's homepage regularly from time to time in order to check for the content of the GTC currently in effect.

5.13. The Subscriber shall be obligated to ensure that the Device is in a ready state. The Subscriber is liable to operate the Device as set out in its user guide; any loss or damage arising from the improper handling of the Device shall exempt the Service Provider from any liability for damages. The Service Provider shall not accept liability for any loss or damage attributable to the Subscriber connecting any auxiliary equipment to the Device or making any changes to Device operation without notifying the Service Provider and the Installing Partner and obtaining approval for such intervention, and this deteriorates Service or system quality.

5.14. If the Subscriber decides to have the Device installed, repaired, or replaced by other than the Service Provider's Installing Partner, the Subscriber will be liable for any loss or damage arising therefrom.

5.15. The Subscriber shall be obligated to use the Service / Device for lawful and legal purposes and in lawful and legal manners. It is prohibited to use the Service / Device in connection with data qualified as private secrets or with criminal acts pursuant to Hungarian and international legal regulations, or to use them in any manner suitable for the above. In connection with this, the Service Provider completely excludes liability vis-à-vis third parties as well, having regard to the fact that the Service Provider cannot control the content of data traffic.

5.16. Should the Subscriber execute any interventions on the Device made available, thus compromising Service quality, the Service Provider shall deem such act as a gross breach of the Subscriber Contract. Any intervention on the Device by the Subscriber – regardless of the result thereof – shall terminate the Service Provider's liability for proper Service provision.

5.17. The Subscriber shall not be entitled to transfer their rights arising from concluding the Subscriber Contract unless with the Service Provider's prior written consent.

5.18. The Device delivered to the Subscriber and the software running on it contain individual solutions over which the Subscriber obtains the right of use only for the purpose of performing the obligations undertaken within the scope of the legal relationship under this GTC, entitling the Subscriber exclusively to use the Service provided solely within the framework of the Subscriber Contract. In case of any breach of this obligation, the Subscriber shall be obligated to pay damages to the Service Provider. Over and above the rights of use within the scope specified above, the copyright related to the Device and the software run on it shall only be due for the Service Provider, therefore the Subscriber shall not be authorized to use them in any manner or for any purpose other than those set out in this section. Any violation of the provisions set out in this section shall be qualified as a gross breach of contract. The Service Provider is the holder of all copyrights of the software installed on the Device, the Device, and individual solutions thereof, therefore the Subscriber understands and accepts that the Subscriber shall be obligated to exercise the use rights provided in accordance with the provisions set out in this section.

5.19. In the event that the Service Provider sends notification (alarm, warning, error signal, etc.) or provides information (by e-mail or telephone) to the Subscriber that according to the data available on the Service Provider's system, the Device is not operational or fails to operate properly, then the Subscriber may continue to use the Device at their own risk from the date and time of such communication, and the Subscriber shall be liable for the use of such faulty Device and for any loss or damage arising from the use of the consequently improper Service. If the Subscriber detects an error, the Subscriber shall be obligated to promptly contact the Service Provider to eliminate such error, and if necessary, to make the Device concerned available to the Service Provider's Installing Partner for replacement / repairs to be performed as soon as possible. The Subscriber shall be liable for any loss or damage arising from delivery in default.

5.20. In the event that the vehicle involved in service provision breaks down or gets damaged for any reason, and such failure affects the Device, the Subscriber shall be obligated to promptly report to the Service Provider's customer service or to attend an inspection at the place and time specified by the Service Provider / Installing Partner. The Subscriber shall be liable for any loss or damage arising from any default.

5.21. The Subscriber understands and accepts that the Service is based on the Device, therefore – if demanded by the Service Provider / Installing Partner – the Subscriber shall be obligated to visit the Installing Partner's site or the place designated for technical inspection within the period specified by the Service Provider. The Subscriber understands and accepts that the provision of the Service may be deteriorated or made impossible if no technical inspection is carried out.

5.22. The Subscriber shall assess, familiarize with and accept the technical options, risks and limitations associated with hiring the Service – with particular regard to electronic contracting and communication. The Subscriber understands and accepts that the Subscriber shall be liable to ensure the technical conditions for Device operation (in particular, but not limited to mobile reception). Only the Subscriber shall be liable for any Device error arising from the absence of technical conditions, and for Service errors occurring for this reason.

## **6. Repairs, replacement, withdrawal**

6.1. In the event that the Device breaks down, the Subscriber shall be obligated to promptly report it to the Service Provider and to the Installing Partner, and to deliver the Device involved in the Service to the Installing Partner authorized to perform repairs for checking and repairs at a previously agreed place and time. In the event that the Subscriber defaults in meeting this obligation, then the Service Provider shall not be liable for any loss or damage arising therefrom. In addition, the Service Provider shall not be liable for damages for the period [meaning the period from the starting date of the failure to the reinstatement of the normal operation of the Device, which reinstatement can be effected by repairs or replacement] while the Service Provider cannot provide the Service contractually because of Device breakdown, during which period the Service shall be suspended. The Subscriber shall not be required to pay a Subscription Fee for such suspension period, in respect of which the Service Provider shall reduce the Subscription Fee on a pro rata basis by the duration of such suspension. Having regard to the fact that the Subscriber pays the Subscription Fee in advance, the pro rata credit for the suspension period shall be included in the next Proforma Invoice. This shall not apply to any suspension of the Service due to Device breakdown caused by the Subscriber, arising from wilful conduct or gross negligence, in which case no credit will be effected.

6.2. The Service Provider undertakes to exchange or repair a defective Device during the Subscriber relationship if the Subscriber delivers it – and / or the vehicle involved in the Service – to the Service Provider and / or to its Installing Partner. Such replacement and repair option may not be enforced in case of any failure by improper use, breakage, leakage, overvoltage, and unauthorized intervention. In the event that the Device breaks down, gets damaged, and / or becomes unsuitable for proper and operational use by any reason imputable to or otherwise within the control of the Subscriber, the Service Provider shall not be subject to a replacement obligation. Furthermore, it may not be enforced in respect of a Device installed by the Subscriber and / or a third party hired by them, and / or not by the Installing Partner. The Service Provider may attach conditions to repairs or the provision of a replacement device if the Subscriber is in arrears of fee payment. If a Device installed in a vehicle is required to be repaired / replaced, then the Subscriber / Service Provider may have such Device replacement and repairs carried out only by the Installing Partner which firstly installed the Device. In the event that such Installing Partner has been wound up without a legal successor or the Service Provider's legal relationship has terminated with such Installing Partner, the Installing Partner designated by the Service Provider shall be entitled and obligated to carry out such replacement or repairs.

6.3. Device inspection, maintenance and repairs shall be performed by the Service Provider and / or its Installing Partner free of charge for two (2) years after Device registration, unless such Device repairs or maintenance are carried out by reason of improper use by the Subscriber. After the expiry of the guarantee period, maintenance and repair costs shall be borne by the Subscriber.

6.4. To the extent possible, the Service Provider / Installing Partner shall commence repairs within five (5) working days of notification, unless another date is agreed by the Parties. Where possible, the Service Provider / Installing Partner shall finish repairs within one (1) working day of commencement; if the repair works are not managed to be finished within this period, then the Subscriber will not be required to pay a pro rata subscription fee for the period of interruption due to such repairs.

6.5. In case of a consumer contract, the Subscriber shall be entitled to withdraw from or terminate the contract within twenty (20) days of receiving the product(2) ordered, also in compliance with the provisions set out in Section 20 (2) b) of Government Decree 45/2014 (II.26.) on the detailed rules of contracts between consumers and undertakings.

6.6. The Subscriber shall be entitled to exercise such right only and exclusively in case of a consumer contract. The Subscriber may exercise the right of withdrawal / termination in writing by way of a letter sent to the Service Provider's registered site or an e-mail sent to the e-mail address of the Service Provider's customer service ([support@general-track.com](mailto:support@general-track.com)). Simultaneously with exercising such right of withdrawal / termination, the Subscriber shall be obligated to promptly return the product(s) already received to the Service Provider at their own expense – by postal consignment or otherwise based on consultation by phone. The Service Provider shall not be required to take over consignments mailed to it by cash on delivery.

6.7. The Service Provider (or the Installing Partner / Reseller involved in the sale of the Device) shall be obligated to refund the full purchase price of the Devices to the Subscriber within fourteen (14) days of the statement above. Such purchase price refund obligation shall not apply to transport and installation costs. The Subscriber understands and accepts that the Service Provider (or the Installing Partner / Reseller involved in the sale of the Device) shall only be obligated to comply with their purchase price refund obligation if the Subscriber has returned the product(s) concerned together, in a complete and faultless condition, to the Service Provider (or the Installing Partner / Reseller involved in the sale of the Device). The Service Provider may demand to be indemnified for loss and damage arising from improper Device use. If the Service is terminated, the Service Provider will not be required to take any further measures for performing the Service following receipt of such statement.

6.8. The Service Provider undertakes a guarantee to products with a value exceeding HUF 10,000 as gross purchase price and included in the product categories specified in Annex 1 to Government Decree 151/2003 (IX.22.) on mandatory guarantees for certain consumer durables purchased in the framework of a consumer contract — in conformity with the provisions set out in Section 2 (1) of such Government Decree. The Service Provider shall not undertake a guarantee in respect of the Service. Such guarantee shall not affect the Subscriber's statutory warranty rights. The Service Provider shall supply actual and current information on the duration of Device guarantees on the packaging of each Device or on the relevant webpage.

6.9. In respect of Devices, the Service Provider shall keep records automatically of the data required for enforcing guarantee claims. Processing of the data referred to shall be governed by the data protection provisions set out in section 8 of this GTC.

6.10. Otherwise, the provisions of Government Decree 151/2003 (IX.22.) on mandatory guarantees for certain consumer durables purchased in the framework of a consumer contract, Act V of 2013 on the Civil Code, and other Hungarian legal regulations shall be applicable to such guarantee.

## 7. Other provisions on liability for damages

7.1. The burden of proof shall be shared between the Subscriber and the Service Provider. If any loss or damage has been incurred by the Subscriber, the Subscriber shall be obligated to prove the fact and the amount of such loss or damage as well as the causal relationship (in particular that the Subscriber acted in compliance with the applicable provisions and used the Device in accordance with the stipulations set out in the user guide and in this GTC), while the Service Provider shall be obligated to prove that its conduct was not unlawful and it acted as expected in the given situation, or that its conduct was unlawful but not imputable.

7.2. Pursuant to the contract concluded by and between the Service Provider and its Installing Partners, the Installing Partner shall be solely liable for any incorrect, faulty, and inappropriate installation and placement of the Device, as well as for any loss and damage arising therefrom.

7.3. The Subscriber understands and accepts that should any loss or damage occur in the vehicle involved in using the Service (burglary, theft, loss occurrence, etc.), the Service Provider shall not be liable for such loss or damage, having regard to the fact that the Service Provider does not guarantee maximum security for the vehicle.

7.4. The Service Provider represents that if the Service cannot be provided solely for a reason within the Subscriber's control (e.g. Device being switched on and off, Device being incorrectly placed, operability being compromised, etc.), and if such error cannot be detected on the Service Provider's own system, the Service Provider shall not accept any liability in this regard.

7.5. In the event that any GSM/GNSS or GPS error occurs in the course of providing the Service, it will not be deemed automatically as a technical error imputable to the Service Provider.

7.6. Neither of the Parties shall be liable for any non-performance, defective or belated performance of their obligations under the Subscriber Contract if it was caused by a force majeure event. Upon the occurrence of a force majeure event, the Party affected shall be obligated to promptly notify the other Party in writing about the fact, the expected duration, and consequences of such default. Contract performance shall be suspended for the duration of a force majeure event to the extent that the contract cannot be performed by reason of such force majeure event. In such a case, both Parties shall assume responsibility for their own loss or damage.



## 8. Data protection

### 8.1. Controller

The Service Provider hereby informs Subscribers that it is deemed as a controller in providing the Service related to this legal relationship.

Service Provider as controller (hereinafter: **Controller**):

Name: **General Mechatronics Korlátolt Felelősségű Társaság**

Registered seat: **1118 Budapest, Nándorfejérvári út 33. fszt. 2.**

E-mail address: **[support@general-track.com](mailto:support@general-track.com)**

Phone: **+36 20 444 2211**

### 8.2. Principles of data processing

It is a primary objective and obligation for the Controller to protect the personal data made available by Subscribers and / or by any other third party related to them on any title.

It is also a high-priority objective to ensure that the rights and fundamental freedoms – particularly the right to privacy – of each person, without any discrimination whatsoever, are fully respected in each area of the content and services provided by the Service Provider in the course of the automatic processing of their personal data (data protection).

By accepting this GTC, the Subscriber undertakes the following: if the personal data of any natural person in any kind of legal relationship with the Subscriber are processed by the Controller in connection with any of the Service Provider's services, then the Subscriber will be liable to acquaint such natural person with this GTC and to obtain their consent. The Subscriber shall be liable for any loss or damage arising from the omission of such information and / or the lack of such consent. The Controller excludes any and all liability in this respect within the scope of applicable legal regulations.

This data protection information was produced by taking into consideration the provisions of Regulation (EU) 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 Directive 95/46/EC (hereinafter: "GDPR").

### 8.3. Technical method of data processing

In the course of registration, the Subscriber makes available to the Service Provider their name, e-mail address, mobile phone number, the details of the property item involved in the Service as specified by the Client, as well as other invoicing data (registered seat, tax number; contact person's name, e-mail address and phone number).

### 8.4. Terms

The terms used in this section shall be understood according to the terms defined in the interpretative provisions of the Information Act and the terms defined in this GTC. The Subscriber consents to accept the applicable provisions of this GTC based on the following terms and their interpretation.

#### **Subscriber:**

a specific natural person, identified or – directly or indirectly identifiable – by personal data, and where the interpretation of this section of the GTC makes it possible, an identifiable legal entity;

**Personal data:**

for the purposes of this GTC, any data that can be associated with the Subscriber which the Subscriber makes available to the Service Provider (see section 8.3) for effective Service and Device operation, being processed by the Service Provider for a specific purpose subject to the Subscriber's consent, as well as any conclusions that can be drawn from such data in respect of the Subscriber;

**Consent:**

a clear affirmative act of the Subscriber establishing a freely given, informed and unambiguous indication of their agreement to the processing of personal data relating to them, fully or with regard to certain operations;

**Objection:**

a statement by the Subscriber objecting to the processing of their personal data and requesting to discontinue data processing and / or to erase the data processed;

**Controller:**

a natural person or a legal entity which determines the purposes of data processing, makes decisions concerning data processing (including the means used) and implements such decisions or has them implemented by a processor assigned;

**Processing:**

any operation or set of operations that is performed on data, regardless of the procedure applied; in particular collecting, recording, registering, organizing, storing, modifying, using, retrieving, transferring, disclosing, synchronizing or connecting, blocking, erasing, and destroying the data, as well as preventing their further use; taking photos and making audio or visual recordings, as well as registering physical characteristics suitable for personal identification (such as fingerprints or palm prints, DNA samples and iris scans);

**Technical processing:**

completion of technical tasks related to data processing operations, regardless of the methods and means applied for carrying out such operations, provided that such technical tasks are performed on the data;

**Processor:**

a natural person or a legal entity which processes data under a contract concluded with the controller – including contract conclusion pursuant to regulatory provisions;

**Disclosure:**

making the data accessible to anyone;

**Data erasure:**

making the data unrecognizable in such a way that restoration is no longer possible;

**Data destruction:**

the complete physical destruction of the data medium that contains the data;

**Third party:**

a natural person or legal entity or an organization having no legal personality, other than the Subscriber or the Controller;

**Third country:**

any state that is not an EEA state.

## **8.5. Data processing – personal data**

Subscribers shall supply the following data:

- Legal entity: Subscriber's name, registered seat, tax number, phone number, e-mail address, and name of natural person as contact.
- In case of a natural person: Subscriber's name, domicile, phone number, e-mail address, registration number (at the Subscriber's option).
- Coordinates received from the vehicle involved in the Service, associated with vehicle registration number (at the Subscriber's option).

The scope of data may vary depending on the Service.

In the course of visits to the Service Provider's websites, cookies are applied by such websites, about which such webpages provide details by this data protection information. Cookies store the Session ID of the web connection, cart content in case of ordering, and the customizable display settings of the web interface. The Service Provider shall use these cookies only for providing IT services to ensure the appropriate operation and display of the website.

By accepting this GTC, the Subscriber represents that the Device (in particular, a Device suitable for tracking) is used only by the Subscriber or a third party designated by the Subscriber. In this respect, the Subscriber shall be obligated to inform such third party designated by the Subscriber that the Device is suitable for tracking, as well as to acquaint such third party with the content of this GTC. The Subscriber shall be liable for any and all loss or damage arising from any breach of these obligations: neither the Subscriber nor any third party may lay a property claim against the Service Provider in connection with the above.

## **8.6. Legal basis and purpose of data processing**

Legal basis of data processing: the data supplied shall be processed on the basis of the Subscribers' voluntary informed statement (Section 5 (1) a) of the Information Act), which statement includes the Subscribers' express consent to the use of their personal data supplied while using the page. Subscribers give their express consent by accepting this GTC.

The purpose of data processing is to provide the Service, to inform Subscribers, as well as to supply information in connection with newly generated system content and Subscriber behavior.

Further purposes of the data recorded include statistics production, technical development of the IT system, and the protection of Subscribers' rights.

The Controller may not and shall not use the personal data supplied for any purposes other than those described in these paragraphs. Unless stipulated as mandatory by law, personal data may only be disclosed to third parties or authorities subject to the Subscribers' express prior consent.

In each case where the data supplied are intended to be used by the Controller for a purpose different from the original purpose of data collection, the Controller shall notify the Subscriber thereof in advance and obtain the Subscriber's express prior consent and / or enable the Subscriber to object to such use.

The Controller shall take all necessary technical and organizational measures and shall establish and observe the required procedural rules in order to ensure the security of the personal data supplied or made available by Subscribers in the course of the complete process of data processing.

The Service Provider may send newsletters by e-mail to its Subscribers from time to time about its new products and function enhancements. Such newsletters shall be sent only to those Subscribers which granted their express consent to receive newsletters in the course of registration. Such consent is proactive, meaning that the newsletter box not checked by default is required to be checked to register for newsletters. Newsletters may be unsubscribed at any time by clicking on the unsubscribe link at the bottom of newsletters or by logging in the settings menu on the Service Provider's homepage.

### **8.7. Duration of data processing**

In respect of each Subscription, the Service Provider shall store and make available to the Subscriber the data generated in the system in respect of the Device at least in the year of data generation and in respect of the previous year in the course of the Service, as long as the Subscriber uses the Service. Unless otherwise agreed by the Parties, the Service Provider shall store the data generated in the current year and in the previous year following termination of the Device Subscription as well, for a period of five (5) years of the termination of the Subscription, in order to enable the Subscriber to have access to their former data on the Service Provider's webpage. Upon the Subscriber's written request, the Service Provider shall delete their data. Obviously, in such a case the Subscriber cannot use the Service based on earlier data (e.g. stops, position data, sensor data) any longer.

### **8.8. Scope of persons to familiarize with data**

In addition to the cases specified in this section, Subscribers' personal data may only be transferred if mandatory as stipulated by law, or on the basis of the Subscriber's consent.

The Controller and its internal staff shall be primarily entitled to get to know the data; however, they shall not publish or disclose them to third parties.

In the course of visits to the Service Provider's websites, session IDs and cookies are applied anonymously by such websites, with Google Analytics and Google Adwords recording – independently of personal data – the start and end of the visit for statistical purposes, as well as the pages visited. Every new visitor is notified of this practice on occasion of first downloading the page. Operation thereof is governed by the data protection guidelines of Google, available at the following link:

<https://support.google.com/analytics/answer/6004245?hl=hu>

The Service Provider hires the following Processors for operations:

- AWS cloud provider (<https://aws.amazon.com/blogs/security/all-aws-services-gdpr-ready/>)

-Hotjar (<https://www.hotjar.com/legal/compliance/gdpr-commitment>)

The Service Provider hereby informs the Subscriber that in order to access certain functions, the Service Provider's webpage redirects the Subscriber to the webpage of K&H Bank Zrt. The Service Provider shall not have access to any data supplied by the Subscriber on the webpage of K&H Bank Zrt, they shall be processed only by K&H Bank Zrt.

The Service Provider undertakes to hire further processors only subject to criteria specified by law. In a contract drawn up on a separate sheet, the Service Provider shall authorize certain processors to hire further processors (subcontractors). Prior to hiring such further processor, the processor shall inform the Service Provider about the identity of such further processor, and about the tasks planned to be performed by such further processor. If – based on such information – the Service Provider raises an objection to the hiring of such further processor, the processor will only be entitled to hire such further processor only if the criteria specified in such

objection are met. If the processor hires the services of any further processor for specific data processing activities performed on behalf of the Service Provider, the processor shall be obligated to conclude a written contract thereon, and subject such further processor to the same data protection obligations that are set out in the contract between the Service Provider and the processor, with particular regard to the fact that the further processor is required to provide further guarantees to take the appropriate technical and organizational measures to ensure that data processing complies with the requirements set out in applicable law. If the further processor fails to meet its data protection obligations, the processor hiring it shall be fully liable to the Service Provider for fulfilling the obligations of such further processor.

## **8.9. Enforcement options**

### **Withdrawal of consent**

The Subscriber shall be entitled to withdraw their consent under the proviso that the Subscriber understands and accepts that the Service will not continue or will not continue in the quality so far – as notified by the Controller – if the Subscriber withdraws their consent in respect of personal data indispensable for the provision of the Service.

### **Request for information**

Upon the Subscriber's request, the Controller shall provide information on the data referring to the Subscriber and processed by the Controller, the purpose, legal basis, and duration of processing, as well as by whom and for what purpose the Subscriber's data are or have been received. The Controller shall provide the information requested for within fifteen (15) days of submitting such request.

### **Rectification, erasure, and blocking**

The Subscriber shall be entitled to request the rectification or erasure of their incorrectly recorded data at any time. Erasure shall not apply to data processing required by law (e.g. accounting regulations); such data will be stored by the Controller for the duration required.

Personal data are required to be erased if

- a. processing thereof is against the law;
- b. requested by the Subscriber (unless the processing is based on mandatory provisions by law);
- c. they are deficient or incorrect, and this condition cannot be lawfully rectified, provided that erasure is not excluded by law;
- d. the purpose of processing has ceased to exist, or the statutory deadline for storing such data has expired (unless the data carrier thereof is required to be submitted for archival custody pursuant to a legal regulation applicable to the protection of archive records);
- e. ordered by court or NAIH.

The Controller will block personal data instead of erasure if so requested by the Subscriber, or if it can be presumed on the basis of the information available that erasure would harm the Subscriber's legitimate interests. Personal data blocked in this manner may be processed until the purpose of processing to exclude the erasure of personal data prevails.

The Controller shall mark the personal data processed by it if the Subscriber contests the correctness or accuracy thereof, but the incorrectness or inaccuracy of such contested personal data cannot be clearly established.

Rectification, blocking and erasure shall be notified to the Subscriber and all those to whom such data were transferred for processing earlier. Such notification may be omitted if the Subscriber's legitimate interests are not harmed with regard to the purpose of processing.

If the Controller does not fulfil the Subscriber's request for rectification, blocking or erasure, the Controller will communicate in writing the factual and legal reasons for the rejection of such request for rectification, blocking or erasure within twenty-five (25) days of receiving such request. In the event of any rejection of such request for rectification, blocking or erasure, the Controller shall inform the Subscriber about the options of court redress or application to the NAIH.

## **Objection**

The Subscriber may object to the processing of their personal data

- a) if the processing or transfer of personal data is only required for the fulfilment of a legal obligation concerning the Controller or for the enforcement of a legitimate interest of the recipient or a third party, except for mandatory processing;
- b) if personal data are used or transferred for direct marketing, public opinion polls or scientific research purposes; and
- c) in any other cases specified by law.

The Controller shall investigate the objection within the shortest time possible – but within up to fifteen (15) days of submitting the request, shall decide whether such objection is well-founded, and shall inform the applicant in writing about its decision.

If the Controller establishes that the Subscriber's objection is well-founded, the Controller will discontinue data processing – including further data collection and data transfer –, block the data, and notify such objection and the measures taken on the basis thereof to all those to whom the Subscriber forwarded personal data earlier on, and who are required to take measures for the enforcement of the right to object.

## **Damages**

The Controller shall be obligated to indemnify others for any loss or damage caused by the unlawful processing of the Subscriber's data or by breaching data security requirements. The Controller shall be exempted from liability by proving that such loss or damage was incurred inevitably for reasons beyond data processing control.

In the event that the Subscriber specified third party data for hiring the Service in the course of registration, or caused any loss or damage in any manner while using the Service, the Controller shall be entitled to enforce a claim for indemnification against the Subscriber. In such a case, the Controller shall make every reasonable effort to the acting authority to identify the infringer.

## **Place of enforcement:**

The Subscriber may exercise their rights through the following contacts:

support@general-track.com

If the Subscriber does not agree with the Controller's decision or fails to meet the deadline stipulated in the Information Act, the Subscriber may initiate court proceedings within thirty (30) days of the communication of such decision or of the last day of such deadline.

Pursuant to the Information Act and the Civil Code (Act V of 2013), the Subscriber may enforce their rights in court, and may apply to the National Authority for Data Protection and Freedom of Information (NAIH) (1125 Budapest, Szilágyi Erzsébet fasor 22/C, <http://www.naih.hu/uegyfelszolgalat,--kapcsolat.html>) in case of a complaint on the Controller's data processing practice.

## **9. Customer service**

The Service Provider shall provide customer service advice free of charge to its Subscribers in respect of the availability of the Service. In order to satisfy subscriber demands related to the Service, to provide adequate information to Subscribers, to make information available, and to ensure appropriate guidance and consultancy, the Service Provider shall operate a phone-in dispatcher service from 9:00 a.m. to 4:00 p.m. on weekdays.

The Service Provider shall receive requests 7/24 at the e-mail address support@general-track.com. The Service Provider undertakes to answer each e-mail message within three (3) working days.

The Service Provider hereby informs the Subscriber that official contacts in the course of performing this GTC shall be kept through the contact options specified on the Service Provider's official homepage ([www.general-track.com](http://www.general-track.com)). Unless so provided in this GTC, any form of communication not expressly qualified as effective by the applicable rules shall not be deemed as official communication, therefore the Subscriber shall not be entitled to establish any right thereon. In the course of performing the services under this GTC, only official communication addressed to and sent from the contacts and persons specified by the Subscriber as set out in this GTC may have legal effect.

## 10. Termination / cancellation of the Subscriber Contract

10.1. This Subscriber Contract shall terminate if

- a.) either of the Parties terminates the legal relationship for an indeterminate period of time without specifying the reasons;
- b.) it is terminated with immediate effect in case of a gross breach of contract by either of the Parties as regulated in this GTC;
- c.) the Device is destroyed;
- d.) the Parties terminate it with mutual consent.

The Subscriber Contract may only be terminated in writing.

The notice of termination as per subsection 10.1.a shall be served by a unilateral written statement addressed to the other Party, with reasons included, and stipulating a notice period of 15 days.

The Parties agree that unless otherwise provided by the Parties, a legal relationship established for a determinate period of time (Commitment Period) shall be transformed into one for an indeterminate period of time upon the expiry of such determinate period of time without prior notification to the Subscriber if the Subscriber continues to pay the Service fee. If, upon the expiry of the Commitment Period, the Subscriber fails to pay the Service fee, the legal relationship between the Parties (Subscription) will not be transformed into one for an indeterminate period of time, and will terminate upon the expiry of the Commitment Period. In the event that the Subscriber does not use the Service after the expiry of the Commitment Period, the Service Provider may not claim fees or costs in arrears from the Subscriber.

10.2. The Service Provider may terminate the Subscriber Contract with immediate effect in the following cases:

- a) if the Subscriber compromises the Service or the quality of the Service in any manner consequent upon any intervention executed on the Device, and fails to eliminate it in spite of a written demand.
- b) if the Subscriber fails to perform the payment obligations within the scope of this Subscriber Contract to the Service Provider within the relevant payment deadline.
- c) in case of any other gross breach of contract by the Subscriber which causes loss or damage to the Service Provider.
- d) in other cases as specified in this GTC.

10.3. The Subscriber may terminate the Subscriber Contract with immediate effect in the following cases:

a) the Service Provider fails to perform the Service for any reason imputable to it, and does not rectify it in spite of a written demand, and the Subscriber incurs a loss as a result thereof.

10.4. In case of a breach of contract by the other Party, the Parties may terminate the Subscriber Contract with immediate effect in writing. Any termination with immediate effect shall include reasons. Prior to such termination, the terminating party shall be obliged to call the other party in writing to stop the breach, subject to a deadline of at least fifteen (15) days. If such demand is not productive, the contract may be terminated with immediate effect upon the expiry of fifteen (15) days. In such a case, the date of termination of the Subscriber Contract shall be the day following the deadline specified in the written demand and passed with no result.

10.5. Contract termination shall not constitute an exemption from any obligations arising until the date of termination (e.g. settlement of fees payable).



## **11. Amendments to the GTC**

11.1. The Service Provider shall be entitled to unilaterally amend this GTC in the following cases:

- a) if such amendments do not affect the substantial contractual conditions of the GTC, do not prejudice the Subscriber's rights, and the Subscriber is not subjected to further obligations as a result of such modifications.
- b) if applicable legal regulations are amended, in accordance with the requirements set out therein.

11.2. The Service Provider shall publish notifications of unilateral amendments to the GTC and the amended provisions on its webpage. Amendments shall enter into effect upon the expiry of thirty (30) days after publication. In the event that the Subscriber does not wish to accept such amended GTC, the Subscriber may terminate the legal relationship affected by this GTC with immediate effect within thirty (30) days of the publication of such amended GTC, subject to duly documented written notification to the Service Provider. Fulfilment of the obligations undertaken by the Subscriber in the legal relationship affected by this GTC shall be deemed as the indubitable acceptance of the amended GTC by the Subscriber. Following the expiry of the deadline specified in this section, the amended GTC shall be deemed as accepted by the Subscriber in the absence of the Subscriber's termination with immediate effect. In the event of termination of the GTC with immediate effect as above and if the Subscriber is subject to a Commitment Period, then the Subscriber shall be obligated to pay the relevant fees for the duration of the Commitment Period and may use the Service during the Commitment Period; in such a case, the legal relationship shall be governed by the provisions of the GTC prior to the amendment serving as a reason for termination.

11.3. The Parties shall be entitled to amend the Subscriber Contract concluded by and between them as well as this GTC by mutual consent. Any amendment to the GTC with mutual consent shall only have effect in the relative legal relationship between the Subscriber and the Service Provider.

11.4. This GTC may only be amended in writing and in accordance with the requirements of electronic communication.

## 12. Closing provisions

12.1. The Parties agree that this GTC forms an integral part of the Subscriber Contract. The Annexes to the GTC and the user instructions of the Device shall form an integral part of this GTC.

12.2. The Parties hereby declare that they are authorized to conclude the Subscriber Contract and simultaneously to accept this GTC in their own name: their contracting capacities are not restricted in this respect.

12.3. The Subscriber and the Service Provider shall be obligated to cooperate during their contractual relationship arising from the service relationship. To this end, they shall be obligated to notify each other without delay about any and all facts, circumstances and changes substantial for the Service and in respect of the Parties. The Parties shall be obligated to supply any and all data and information to each other as required for the contractual performance of the Service.

12.4. This GTC shall be public in its entirety; the Service Provider has made every reasonable attempt to enable the Subscriber to familiarize with this GTC before the establishment of the contractual relationship.

12.5. The Service Provider has no other code of conduct in place and this GTC does not refer to any other code of conduct. The Parties expressly exclude the application of any other general contractual terms and conditions in effect at the Subscriber or otherwise. The Service Provider shall make every reasonable attempt – as expected in the situation concerned – for the accuracy of the data indicated on the Service Provider's webpage; however, the Service Provider shall not accept liability for any data displayed accurately or incorrectly, any errors included in the Service Provider's user guide, any failures of the IT system ensuring the Service Provider's operations, and any loss or damage arising therefrom, nor for the content of further pages accessible through links from the Service Provider's webpage.

12.6. The Parties hereby state that the written form and electronic means shall be the credible methods for their communication. In this respect, the Service Provider's contact details are as follows: [support@general-track.com](mailto:support@general-track.com); 1118 Budapest, Nándorfejérvári út 33; the Subscriber's contact details shall be specified in the Subscriber Contract. The Parties shall be obligated to notify each other without delay about any changes in their delivery details. The party in default shall be liable for any loss or damage arising from belated notification. E-mail messages shall be deemed as delivered on the day of being sent; in respect of the delivery of postal consignments, the Parties shall apply the rules set out in Section 137 of Act CXXX of 2016 on the Code of Civil Procedure.

12.7. The Parties hereby represent and acknowledge that the conclusion of the Subscriber Contract by and between them and the acceptance of the GTC was carried out electronically, in conformity with the stipulations set out in Section 6:82 of Act V of 2013 on the Civil Code. The Parties hereby recognize this way of contracting as indubitably equivalent to contracting in writing.

12.8. The Parties agree to subject themselves to the exclusive jurisdiction of Hungarian courts in respect of their legal relationship, and to apply Hungarian legal regulations to their disputes as well as to the application and interpretation of this GTC and the Subscriber Contract.

12.9. Within the scope of their cooperation, the Service Provider and the Subscriber endeavor to settle any disputes arising from their relationship by always taking each other's interests into consideration, without going into litigation. In order to settle their disputes by legal proceedings, the Service Provider and the Subscriber shall subject themselves to the jurisdiction of the court competent according to the Service Provider's registered seat

12.10. The Parties state that this GTC was drawn up in the Hungarian language. The official language of the legal relationship and communication between the Parties shall be Hungarian. In the event that this GTC becomes available in several foreign languages, the Hungarian version shall prevail in case of any content discrepancies between translations.

12.11. Any issues not governed by the contract(s) concluded by and between the Service Provider and the Subscriber shall be governed by the provisions of this GTC, those of Hungarian legal regulations and authority requirements currently in effect, in particular the Civil Code.