

GENERAL TERMS AND CONDITIONS OF CONTRACT

effective from 1. February, 2018

The current General Terms and Conditions of Contract (hereinafter as GTC) define the general conditions for the HelloPay card (hereinafter as Card) issued by HelloPay Informatikai és Szolgáltató Zrt. (HelloPay Informatics and Servicing limited private corporation, hereinafter as Issuer), as well as the rights and obligations of the Card and Users (jointly hereinafter as Contracting parties) pertaining to the Card usage.

The provisions of the current GTC are authoritative in relation to all legal relationships stemming from the Issuer and the User related to Card usage.

The Issuer will publish the prevailing GTC on the www.hellopay.hu website, from which it can be viewed and printed.

I. DEFINITIONS

1. Issuer: HelloPay Informatikai és Szolgáltató Zrt. (HelloPay Informatics and Servicing limited private corporation - 1026 Budapest, 28 Gabor Aron St., Hungary, CRN: 01-10- 048364)
2. Closed-loop Card: contactless, RFID-based electronic payment voucher, which can be used in maximum 120 commercial and hotel trade venues.
3. HelloPay Partners: all events or venues where payment can be made by the Card. case of events, these are cash- free events where it is indicated that payment may only be made by the Card. In relation to other venues (for example, bars, clubs, restaurants, merchants, other service provider companies) where the Card name is indicated, both Card, credit card, and cash payments are accepted.
4. Service: all benefits which the Issuer offers – free of charge or quid pro quo – in relation to Card usage
5. User: a Card user according to item 3 of article § (1) 8:1 of the Hungarian Civil Code (hereinafter as User or Visitor)
6. Contributor: the subcontractor or agent of the Issuer endeavoring to render services
7. Third party: all natural persons or legal entities beyond the Issuer and the legal entities or natural persons in contract with the Issuer and the User
8. Policy: the internal regulations of the HelloPay Partners, individually determined by said Partners
9. Website: the Issuer's website, located at www.hellopay.hu

10. Organizer: the organizer of the given event and the operator of other HelloPay Partners with whom the Issuer has entered into contract

11. Transaction: purchase(s) made by the Card, topping up the balance of the card or the refund of the Card's balance in cash. Inquiries concerning the balance of the Card do NOT constitute a transaction.

II. EXTENT OF THE GTC

1. The extent of the current GTC includes the legal relationship of the Issuer and the User. The legal relationship of the Issuer and Contributor is regulated by a separate document.
2. The current GTC is valid for an indefinite period.
3. The User acknowledges that the Issuer is entitled to unilaterally amend the current GTC for well-founded reasons. Well-founded reasons include changes in the obligatory provisions of legal measures pertaining to the legal relationship between the parties, as well as other circumstances which justify the amendment, which significantly influence safe and proper Card usage. Subsequent to the amendment of the GTC, Issuer is required to publish the new, unified GTC on the Website to inform Users. By publishing the amended GTC on the Website, the amendments enter into effect immediately.

The Issuer recommends for Users to closely follow changes to the GTC on the Website. Upon using the Card, Users recognize the binding nature of the provisions of the current GTC.

III. ORIGIN OF THE LEGAL RELATIONSHIP

1. Users expressly recognize the fact that the receipt and usage of the Card constitute the accomplishment of the legal relationship between User and Issuer.
2. Visitors may receive their Cards at an event or at any other HelloPay Partners at designated point(s) for a card usage fee of 500 HUF, or five hundred Hungarian Forints. More information on points where Cards are accepted is listed on the websites of the HelloPay Partners.
3. The Organizer at HelloPay Partners is authorized to unilaterally decide on the obligatory introduction of the Card and its acceptance as a method of payment – exclusively or non-exclusively.
4. The Card is valid upon receipt and its usage is possible after initial top up.

IV. REGISTRATION

1. The Card may be used without registration, but the registration increases the safety of the Card usage. The reason for this is that the balance of a lost Card may only be blocked if the Card has been previously registered.
2. It is only necessary to register the Card once and registration is valid for all HelloPay Partners.
3. Issuer hereby declares that if the User loses a non-registered Card, anyone may access its balance since the Card cannot be blocked.
4. Considering the above, Issuer recommends the fulfillment of the card registration. Issuer assumes no responsibility for the failure to register the Card, the non-observance of rules, Card loss or impairment or any damages incurred due to its usage by a non-authorized party and Issuer expressly excludes his responsibility for any damages incurred in this manner.
5. Cards are not fundamentally personalized and thus the User should not provide the Card to any third parties and should keep it in a safe place.

Card registration may be completed on the www.hellopay.hu website in 2 steps. First the User should register itself and edit his/her profile by providing first name, email address, date of birth, sex and an arbitrarily determined password. Secondly after log-in to the Website, the User can register the card under the "Card registration" menu by giving the 12-digit code (the 8 digits found on the front plus the 4 digit code on the back of your Card) and the 4-character registration code of the Card (found on the back side of the Card). During registration, the data provision and the handling of personal data is based on the voluntary consent of Users. In case of registration, data is solely tied to the provided first name and email address. The primary purpose of data handling is the tracking of transactions performed by the Card. Registered Users may track on the Website the data, place and amount of purchases made by the Card as well as the list of products purchased.

(Except MVM Winter Magic cards, they can not be used after the event)

V. TOP UP

1. Cards are tied to a HUF balance. Said balance may be increased by any amount. The maximum balance of a Card is 200 000 HUF. Purchases of any amount may be made by the Card if the balance on the Card covers said purchases. The balance of the Card may be topped up at any time.
2. In case of events, Cards may be topped up at Top up points and additional HelloPay Partners at Top up points and/or the bar thus at the site of payment during opening hours of the HelloPay Partners.

3. Credit card top up:

The Card balance may be topped up by any amount with credit card. The maximum limit of the top up(s) is similarly 200 000 HUF. The top up fee is 2% of the amount per transaction.

4. Online topup

The registered Card balance may be topped up by any amount with credit card by Internet. The maximum limit of the top up(s) is 100 000 HUF. The online top up fee is also 2% of the amount per transaction and it is non-refundable. Proceed to online topup the balance of the card is NOT repayable within 120 hours. Billing information is required.

Online topup by credit card is made possible with OTP Bank's secure card acceptance system using SSL encryption protocol. For further information please read [this document](#).

Steps:

1. Select one of the pre-set categories or indicate the amount you wish to top your balance with.
2. Review the order summary.
3. Approve the payment transaction.
4. Following the approval you will receive a confirmation about the success of the transaction via e-mail and also via the HelloPay website.
5. Don't forget to activate your online balance prior to use **within 15 days** at the specified partners or top up locations.
6. More than 15 days inactive online balance will be refund for the User automatically.

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VI. REFUND, CARD REPLACEMENT AND BALANCE TRANSFER

1. The balance of a Card may be refunded within 180 days from the final transaction conducted with the Card.

The balance of a Card may NOT be refunded after 180 days, however, the User may use said card again after topping it up.

2. The available balance of a card may be refunded according to the rules of rounding to the nearest 5 forints. Users will receive an expenditure document on the refund.
3. Place and time of refunds: The balance of Cards may be refunded at the CitySightSeeing® Budapest Tourist Information Centre (Vörösmarty Sqr. 5), opening hours: Monday – Sunday, 09. am to 07.00 pm
4. **In case of events: the balance on the Card can be refunded at the event site, during the event's opening hours at the designated point(s). Users who fail to refund the balance of their Cards during the time of the event have the opportunity to refund it**

within 180 days from the final card transaction at sites designated in GTC VI/3 point or spend it at any HelloPay Partners, but the Card cannot be refunded and thus said Users are unable to be reimbursed of the 500 HUF Card usage fee and instead may use the Card at HelloPay Partners. Users who registered their Cards at the event are also UNABLE to refund the Card usage fee at the top up points of the event in question. However, the balances of cards registered at the event can still be refunded by Users at the refund points of the event in question, according to items VI/1, 2 and 3 above. Users who do not register their card at the event can refund the balance of the card until the end of the event and if they return the Cards intact, they will be reimbursed the 500 HUF charge.

5. Should Users lose a Card or the Card be damaged in such a way that it is rendered useless, they may request a new Card. A new Card may be requested for a Card usage fee of 500 HUF. If the User failed to register the Card, the old Card cannot be blocked. The balance of the old Card may only be transferred to the new Card if the old Card was registered and blocked.

The balance of the blocked Card that remains subsequent to the moment of blocking may be transferred to the new Card. The balance transfer may be accomplished through the HelpDesk point. Upon transfer of the balance, Users requesting the transfer of the balance are required to identify themselves (by presenting an identity card or passport) and consent to the recording of their personal data (name, address, identification card or passport number and phone number). Data recorded in this manner will not be processed and their handling will be conducted in observance of the relevant provisions.

In the case of a damaged Card, presenting the old, damaged Card is necessary to request a new Card.

HelpDesk point location: 1026 Budapest, 28 Gábor Áron str, Hungary (in agreed time – info@hellipay.hu).

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VII. PURCHASES

1. Purchases at HelloPay Partners are conducted via payment terminals. Terminals consist of two parts:
 - (a) a card reader device, located on the counter, and
 - (b) a POS terminal, in the inner side of the counter, not always visible to visitors.

Purchase processing:

(a) the final amount of the order or purchase is entered by the seller into the cash register and into the POS terminal;

(b) the purchase amount appears on the card reader display,

(b2) If it is possible to offer a tip and/or charity within the system, the User can turn up or down the amount of tip from the basic adjustment

(c) once Users accept the displayed total amount, they touch the Card to the reader, thus completing the payment transaction;

(d) the amount is deducted from the balance of the Card;

(e) the card reader display flashes a green light and displays the remaining available amount.

If the transaction is faulty or if the card lacks the sufficient balance for the transaction, the reader flashes a red light.

2. If the transaction was accidentally for a faulty amount or must be revoked for some reason, the terminal is capable of conducting such actions. However, the cancellation of the transaction can only be conducted on the terminal on which the transaction took place and only if this was the last transaction on both the card and the terminal. Cancellation is not possible under any other circumstances.

3. It is possible to offer a tip / charity within the system by entering a higher amount than the actual purchase amount.

In this case the User can turn up or down the amount of tip from the basic adjustment.

However, we warn Users to take special care when entering such amounts.

3. In the case of purchases completed with a Card, the terminal provides information on the data of the purchase, but no receipts are issued. The use of the terminal does not replace the regular usage of a cash register. Should Users return the purchased products, the conditions on refund must be upheld in accordance to the effective legal measures in observance of consumer protection provisions.

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VIII. BALANCE INQUIRY

1. Inquiries into the Card balance may be made upon purchases at HelloPay Partners and at Top up points. Users recognize the database and statements of the Issuer as being final and authoritative.

2. Users recognize the indicative nature of all information on the www.hellopay.hu website concerning the balance of the Card.

3. Users acknowledge and accept that any possible discrepancies may be due to the fact that transactions aren't necessarily processed by the System in time order and that the processing of information generated by the System requires times and thus the real balance of the Card and the Card balance displayed on the Website may display diverging information.

IX. BLOCKING

1. The balance of lost or stolen Cards may only be blocked if they have been previously registered. Cards may be blocked through the www.hellopay.hu website. Balances remaining on Cards subsequent to blocking may be transferred to a new Card according to item VI/5 above.

X. MISCELLANEOUS PROVISIONS

1. In the case of non-registered Cards, the Issuer may only determine claims by the simultaneous presentation of the Card in question.
2. Issuer retains the right to modify the appearance of the Card periodically or according to various sites, events or other conditions or to issue Cards of various different appearances. Issuer furthermore states that the conditions of the current regulation remain authoritative in relation to all Cards issued, regardless of their appearance.
3. Issuer retains the right to provide various discounts and conditions or other additional services for Cards of various appearances. Issuer will provide further information on the services attached to various Cards through the Issuer's website.

Budapest, 1.02.2018.