

GENERAL TERMS AND CONDITIONS FOR THE USE OF MOL GO

(effective: from 2018 September 5th until revoked)

MOL Nyrt. (MOL)

Registered Seat: H-1117 Budapest, Október huszonharmadika u. 18.

Tax ID: 10625790-4-44

Community Tax ID: HU17781774

Statistical Code: 10625790-1920-114-01

Company Reg. No.: 01-10-041683

Customer Service:

Phone Number: 06 1 886 5000 (From Monday until Thursday 8 am – 4 pm and Friday: 8 am – 3 pm)

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Website: www.mol.hu/go

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1. Introductory provisions

1.1 These General Terms and Conditions (hereinafter: GTC) shall be deemed to be general contracting terms and conditions as referred to in Section 6:77 of Chapter XV of Book Six of Act V of 2013 on the Civil Code (hereinafter: Civil Code) and shall be treated as such. These GTC shall constitute inseparable parts of all contracts aimed at the use of „MOL GO” mobile application. The contract cannot be validly concluded without the express acceptance of the GTC.

1.2 **Please read the contents of these GTC carefully before using the services provided by MOL.** This Agreement contains the legally binding terms and conditions required for the use of the "MOL GO" Application (hereinafter: 'APP') and the services available under the APP (hereinafter: Services). By using the Service in any manner, including without limitation logging into and searching in the APP, you indicate having read, understood and consented to the terms and conditions set out herein. **If you do not wish to comply with the contents of these**

GTC, please do not use the APP or the Service, and/or please do not attempt to use the Service or log in to the APP.

1.3 MOL provides for Users a Service through the APP that allows Users to search for topics in MOL's currently offered discounts (vouchers), content and services and from the APP MOL may also make available access to other applications that are offered by MOL's contracted partners and MOL Group companies thus the User can more easily obtain information about these applications. The APP can navigate the User to the current application store of the given operating system. The range of available applications, contents, discounts and services may constantly change.

1.4 The provision of the Service is subject to the acceptance of the contents in present GTC by the User as well as the fact that the related contents of the **Privacy Notice** are communicated to him/her.

The Privacy Notice is available here: www.mol.hu/go/legal

1.5 The Service Provider reserves the right to amend or replace these GTC at its own discretion, with the proviso that it shall publish the current provisions on the Website.

1.6 The Service Provider's business partner code of ethics regarding the provision of the service is available at: <https://mol.hu/en/about-mol/ethics-and-compliance/ethical-behaviour/>. Service Provider hereby expresses that it is bound by the obligations deriving therefrom.

2. Definitions

User: a natural person of at least 16 years of age, having registered via the Mobile Application and has recognised these GTC as binding on himself/herself.

User Account: the technology by which the User is able to connect to the APP i.e. to the information service. The User Account requires a User Name and a Password. The User Account serves the purpose of system authentication.

User Name and Password: Identifiers specified by natural person User via the APP, the use of which enables the use of the Mobile Application's functions.

Voucher: The carrier of discounted right of purchase or service, which the Service Provider makes available to the User through the APP and which entitles also to the use of the Service in the APP or the discount provided by MOL Group companies or MOL contracted partners or entitles for the use of available discounts on services available by the applications of the MOL Group companies or MOL contracted partners which are available through the APP.

The Voucher is made available by the Service Provider on the basis of the agreement with the affected MOL Group company or partner for the User in the APP.

Mobile Application or APP or MOL GO Application: an application (IT solution) developed for and running on mobile devices through which the User can perform the registration required for the usage of the App, and can access his/her User Account and use the Service.

Mobile device: technical device capable of mobile data traffic and mobile communication, including especially, but not limited to smart phones, tablets, phablets, etc.

MOL Group company: all those companies whose main decision-making body MOL (Nyrt.) Plc. holds directly or indirectly more than 50% of the votes or exercises a majority owner or other control right specified by a separate contract.

MultiPont: The Multipont Program is a customer rewarding system operated by Multipont program (Zrt.) Ltd. and with the participation of the partners published in appropriate form on the www.multipont.hu website, in which the Customers can collect Shopping Vouchers (points) for goods and services based on the amount of their turnover as defined in the rules.

Service: MOL provides for Users a search service through the APP and by it that allows Users to search for topics in MOL's currently offered discounts (vouchers), contents (e.g. articles, information), services and from the APP MOL may also make available access to applications that are offered by MOL Group companies or MOL contracted partners. The APP can navigate the User to the current application store of the given operating system where the affected MOL Group company's application is available. The range of available applications, services, contents and discounts may constantly change.

Service Provider: MOL, providing the service available via the Mobile Application.

Webpage: The www.mol.hu webpage and the www.mol.hu/go sub-page.

3. Scope of the GTC

3.1 The personal scope of the GTC affects the Service Provider, and the User using the App. The terms of the legal relationship between the Service Provider and the MOL Group companies and partners are contained in separate contracts.

3.2 The Service is only available to natural persons of at least sixteen (16) years of age. Use of or accessing the APP in any manner by persons below the age of 16 years shall be unauthorised and be deemed to be a violation of these GTC. **By using the Service and the APP, the User is deemed to have represented and warranted that the User is at least 16 years of age and is entitled to conclude the agreement.**

3.3 The GTC shall be effective from the date specified under the title, until withdrawal.

3.4 MOL reserves the right to change the method and circumstances of providing the "MOL GO" Application in compliance with the provisions applicable to the amendment of the GTC, and to cease to offer the "MOL GO" Application.

3.5 Should any provision of the GTC be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions hereof. In this case, the Parties shall replace such invalid or unenforceable provision with a provision that is closest to their original objectives.

3.6 If GTC are amended, the Service Provider shall publish the fact of the amendment, a summary of the changes, the effective date of the amendment and the complete new wording of the GTC effective in the future at least 15 (fifteen) calendar days prior to the effective date of the amendment on the Website and make it available at its Customer Service and makes it directly accessible and legible for Users in the APP.

3.7 In the event of amending the GTC, the Service Provider shall, within the deadline specified above, notify Users about the respective amendment to the GTC in the form of a pop-up window in the APP and shall further provide information on how they can accept the changes. If the

User continues to use the Service after the effective date of the amendment to the GTC, and at the first use after the effective date of the amendment he/she accepts the modified GTC by tapping the "Accept" button under the modified GTC, it is regarded that he/she accepts the new GTC with its amended conditions. In case of not accepting the amended general terms and conditions, entering into the APP is not possible.

3.8 If the Privacy Notice related to the GTC changes, the Service Provider shall publish it on the [Webpage](#), make it available at its Customer Service and makes it directly accessible and legible for Users in the APP.

4. Electronic contracting and user registration

4.1 The contract for the use of "MOL GO" Application shall be concluded between the User and the Service Provider in the event that the User has accepted the GTC's provisions, has validly registered in the APP and the Service Provider has confirmed this in an e-mail sent to the e-mail address provided by the User. The contract is for an indefinite period.

4.2 Users may commence the registration from the Mobile Application.

4.3 If the User fails to receive a confirmation e-mail within 24 hours for whatever reason, the User must notify the Customer Service about this.

4.4 Only one User Account may be associated with one e-mail address.

4.5 Users shall be liable for submitting an own, operational and valid e-mail address, and for maintaining the e-mail address provided in the course of registration throughout the period of using the Service.

4.6 Users must keep their User Name and Password secret at all times, and may not make them accessible for third persons.

Users shall take all necessary steps to ensure the safety of their User Name and Password and to prevent fraudulent use of their User Accounts.

4.7 The technical steps for concluding the contract:

4.7.1. Via the Mobile Application:

- 1) Downloading the APP from the application store;
- 2) Specifying the data required for registration. Registration is possible in one of the following ways:
 - a) Registration with an existing Facebook Account, taking into account the age limit set out in Section 3.2;
 - b) Registration with an existing Google Account, taking into account the age limit set out in point 3.2;
 - c) Registration by entering your own working email address, taking into account the age limit set out in point 3.2;
- 3) Accepting the present GTC („ticking” the relevant box) and acknowledging the data processing and privacy notice („ticking” the relevant boxes)
- 4) Confirmation email to the User's e-mail address

4.7.2. The APP may be downloaded from the Apple Appstore or the Google Play application store.

The general terms and conditions applicable for the Apple Appstore application store may be accessed at the following link:

<http://www.apple.com/legal/internet-services/itunes/hu/terms.html#privacy>

The general terms and conditions applicable for the Google Play application store may be accessed at the following link:

https://play.google.com/intl/hu_hu/about/play-terms.html

In case of downloading the Application from the Apple App Store or Google Play application store, the User acknowledges having read the general terms and conditions of the Apple App Store or Google Play application store effective at all times and accessible at the above links, having understood them and also acknowledges that he/she regards the provision prescribed therein binding on himself/herself, including especially the provisions governing the usage of the Apple Appstore and the Google Play application store. By accepting these general terms and conditions, the User accepts that the Service Provider may not have an effect on the regulation and operation of the Apple App Store or the Google Play application stores. The Service Provider shall not be liable in case of any change in the above regulations or the operation of the companies or the downloadability of the APP.

4.8 Registration with an existing Facebook Account

If the User registers with an existing Facebook Account, he/she accepts that certain information about his/her Facebook Account will be provided by the Facebook Operator to the Service Provider under the valid and relevant policies of Facebook.

The effective policies of Facebook may be accessed at the following link: https://hu-hu.facebook.com/legal/terms/plain_text_terms

The User can only register with his/her Facebook Account if he/she gives the necessary approvals in his/her Facebook Account in the settings. The Service Provider identifies the User by using a so-called "e-mail hash". In this case, the User's email address shall not be actually shared between Facebook and Facebook only compares the email addresses "hashed" (broken) by the Service Provider with its database where the email addresses also have been "hashed". If the database finds accord, Facebook will provide the Facebook User ID for the relevant email address to the Service Provider.

4.9 Registration with an existing Google Account

If the User registers with an existing Google Account, he/she accepts that certain information about his/her Google Account will be provided by the Google Operator to the Service Provider under the valid and relevant policies of Google.

The effective policies of Google may be accessed at the following link:

<https://policies.google.com/terms?hl=hu&gl=hu>

The User can only register with his/her Google Account if he/she gives the necessary approvals in his/her Google Account in the settings. The Service Provider identifies the User by using so-called "e-mail hash". In this case, the User's email address is not actually shared between Google and the Service Provider and Google only compares the email addresses "hashed" (broken) by the Service Provider with its database where the email addresses also have been "hashed". If the database finds accord, Google will provide the Google User ID for the relevant email address to the Service Provider.

4.10 Registration by entering own, valid email address

The User can give an own, valid e-mail address that can be used for registration.

4.11 The Service Provider informs the User that the agreement to be concluded is deemed to be a written contract, and the Service Provider will record the agreement in its system used for registering the agreements for the use of the APP. In response to a request made by the User by e-mail or postal mail, in writing, addressed to the Customer Service, the Service Provider shall make available the agreement to the User. The language of contracting is Hungarian.

4.12 The APP ensures identification and correction of errors arising in the course of the electronic recording of data prior to making the legal statement on concluding the agreement.

4.13 For the operation of the APP, a Mobile Application with at least Android 5.0 and iOS 10 version with 50 MB free storage and internet with appropriate bandwidth is necessary. The User shall assure the technical conditions necessary on the user side. The Service Provider shall not be liable for the unfulfilment of such technical conditions.

4.14 The Parties shall notify each other if any fact, data, circumstance or information arises that is relevant for the use of the APP.

4.15 In the event that there is any change in the User's details, the User shall notify the Service Provider about the scope of data affected by the change, and notify about the new, valid data within 5 (five) calendar days calculated from the change at the Customer Service.

5. User Account - login and deletion

5.1 The User may log in to his/her User Account by using his/her User Name and Password. Logging in is possible through the APP.

5.2 The User may initiate the deletion of his/her User Account in a report lodged on the online platform of the Customer Service or in a postal letter sent to the Customer Service's mailing address in writing. The Service Provider will delete the User's account after receiving the initiation of the deletion of the account, without delay.

5.3 In the event the agreement concluded with the User is terminated by notice, the Service Provider shall invalidate the User's User Name and Password, and shall also delete the User's Account.

5.4 The User may not use the User Account of any other person. If the User discovers the unauthorised use of his/her User Account or the violation of any other security rule related to the User Account, the User shall immediately notify the Service Provider in writing.

6. Change of password, Forgotten password

6.1 The User may modify his/her Password via the APP at any time. The Service Provider expressly recommends that the User regularly modifies his/her password and not passes it on to anyone else and not stores it in any other accessible location.

6.2 If the User forgets his/her Password, he/she may request a new password by clicking on the question "Forgot your password?" on the login interface to the User Account, by entering

the e-mail address he/she registered. The Service Provider will send the new password generated by the system to the User's e-mail address entered.

After logging in with it, the User may change the generated password to an own, unique password.

7. Use of „MOL Go” Application

7.1 Use of the APP

7.1.1 The User can download the APP free of charge from the Application Store assigned to his/her device's operating system by default. The Service Provider shall not be liable for the operation of the application store.

7.1.2 The Service is available after logging in to the User Account.

7.1.3 In the APP the User can click on each topic to find out the nearest location operated by MOL or a MOL Group company where the User can access the service that he/she is looking for.

7.1.4 The User may further access within the APP the current Vouchers and other contents uploaded by MOL to the APP, as well as the access of such applications, which are provided by MOL Group companies or MOL contracted partners.

7.2 Connecting with the MultiPont Account

7.2.1 For accessing the features of MultiPont (e.g. balance information, list of transactions of the passed 90 days, details of each transaction) and with the email address which is given in the course of registration, the User Account created in the APP and the account belonging to the same email address in the MultiPont Program (hereinafter as MultiPont Account) may be linked with the User's explicit consent. The consent of the User can be given through the APP in the course of the registration process. The resulting connection can be terminated by the User at any time through the APP. The User agrees that any changes made in the MultiPont Account (such as password change, personal data – e-mail address – change) may result in the separation of the link between the User Account and the MultiPont Account by the Service Provider, in which case a reconnection will be required.

7.2.2 For the MultiPont Account or for accessing the MultiPont balance information and any activity related to it are governed by the current General Terms and Conditions of the MOL MultiPont Program and the relevant Privacy Notice. For more information about any possible changes related above please visit www.multipont.hu website.

7.3 MOL Group company and contracted partner services

7.3.1 The Service Provider makes available access to such applications which are offered by MOL Group companies and MOL contracted partners, from the APP. The range of applications available may vary continuously.

7.3.2 Applications offered within the APP are governed by the relevant General Terms and Conditions and Privacy Policy concerning the given application.

7.4 Discounts

7.4.1 The Service Provider may grant through the APP cards granting a discounted buying or service requirement opportunity concerning the Services in the APP or services accessible by MOL Group company or contracted partner applications accessible in the APP, as well as concerning other services provided by MOL Group companies and contracted partners or vouchers (hereinafter: Vouchers) to Users. The Service Provider shall not require fee payment for Vouchers.

7.4.2 The present legal relationship between the Service Provider and the Users restricts to making accessible the Vouchers and does not relate to the service to be required by using the Vouchers. The legal relationship and the service obligation shall be established between the User using the Voucher and MOL or MOL Group company or contracted partner providing the discount. This relationship shall be specified by the governing laws and the policies accessible on the webpages of MOL or MOL Group companies or MOL contracted partner providing the discount. The User declares becoming aware of these policies before using the Vouchers and having understood their contents.

7.4.3 The User declares that he/she is aware of the fact that the Vouchers may digital security solutions, the technology of which protects the Voucher against counterfeiting. The User obliges himself/herself to only use the Voucher for the discount and shall not try to copy, replicate or reproduce its security solutions and further acknowledges that any usage of the Vouchers for in a way differing from their intended use or any copy, replication or reproduction of them may entail civil law or criminal liability. MOL or any MOL Group company or MOL contracted partner providing the discount, as well as the personnel or security staff acting at the place of providing the discount may control, whether the User intends to use an original Voucher. In such case, when MOL or any MOL Group company or MOL contracted partner notices that the security signs of the Voucher are damaged or incomplete or deem to notice the signs of intentional damage or regard them reproduced or copied, the discount may be denied from the users of the given Voucher. For such omission of discount (with reasoning), the User may not claim damages against MOL or any MOL Group company or MOL contracted partner providing the discount.

7.4.4 How to receive the Voucher: The currently accessible Voucher(s) are presented by the APP to the Users.

The currently accessible Vouchers are refreshed by every opening of the APP with appropriate bandwidth internet connection. The refresh of vouchers depends on the fact, whether the User closed the APP following the previous usage and whether internet bandwidth is appropriate on the Mobile Application. If the bandwidth of the Internet is not appropriate, the Vouchers may not properly refresh. The Service Provider shall not be liable for that in any way.

7.4.5 The User will be informed by the time of accessing the Voucher about the detailed rules concerning Voucher redemption. The Voucher may be redeemed by its presentation – especially by its presentation at the counter or by the scanning of the bar code – under the details of the given Voucher. The Vouchers accessible in the APP may not be combined with other discounts. One or even more Vouchers may be accessed by the Users in the App at the same time. The validity and redemption terms may vary from Voucher to Voucher.

7.5 The User's cards

The APP provides an opportunity for the User to register, what type of cards – including especially the type of fuel card, bank/credit card – he/she has. The type of cards that may be given may be expanded continuously. The APP prioritizes on the basis of the given card type the search findings, e.g. to show some gas stations on the first search place to the User, where the

given type of cards is accepted. The giving of the type of cards influences the order of the search findings, but the APP will still show all findings to the User after the given search.

7.6 Other conditions for using the Service

7.6.1 Service Provider may interrupt Service provision temporarily, for the period of carrying out the necessary maintenance and refreshing works.

7.6.2 The Service Provider may refuse to provide the Service and may interrupt providing the Service to the User with immediate effect if required by law or by a court decision, or if the Service is used in conflict with the GTC, without authorisation, or otherwise unlawfully or improperly, having regard to the purpose of the APP.

7.6.3 The Service Provider shall notify the User electronically or otherwise in a manner deemed to be appropriate by the Service Provider about the reason for and duration of any outage in the APP, in due time in advance.

7.6.4 It is prohibited to perform information technology manipulation or reproduction of the APP by reverse engineering or reverse modelling or in any other manner. Any violation of this prohibition shall be deemed to be a breach of agreement, and the User concerned shall be obliged to refund all damage arising out of this.

7.6.5 The image of the APP, as well as its sorting, layout and editing and the content itself (hereinafter: Content) shall be protected by copyright law due to its individual and original nature. The entitled person of the copyright is MOL, therefore exclusively MOL is entitled to grant permission for copyright legal usage to others. Without the prior written permission of MOL, it is prohibited to duplicate, to copy, to republish or to distribute the whole APP or any part of it in any form, except, where MOL clearly and explicitly states that it permits any such uses. It is also prohibited to create or modify any material or work originating from the Content or based on it, including especially the creation of fonts, icons, buttons, links, wallpapers, screensavers, text, image, graphics, logos, postcards, photos, audio and video material, or making available any such material or their distribution, marketing or sale without permission.

7.6.6 The APP and any software product serving as a basis thereof are protected by the Act Nr. LXXVI of 1999 on Copyright Law and by other legal provisions concerning the use of intellectual property works. The User acknowledges that by downloading the application, he/she is granted limited, non-exclusive, non-transferable right to use without any ownership right. Any right concerning the APP and the software product – especially, but not exclusively the permission of any change, actualization, update, distribution, replication, documentation, modification and further usage, as well as publication and other possible rights – are owned by the Service Provider. The structure, design and code of the APP are regarded as the vocational and trade secret, as well as the confidential information of the Service Provider. The APP may only be used under the conditions of the GTC.

The present provisions do not provide any right to use the trademarks used in the APP.

7.6.7 The Service Provider consents to the User's downloading of the APP to its mobile application free of charge and therefore to be granted one-time, limited, non-exclusive right to use concerning the APP as specified above. For any business-related use, the prior, written permission of MOL is necessary. The User must respect every copyright and other rights concerning the Content. The User must take into account the civil law (Chapter XII of the Act Nr. LXXVI of 1999 on Copyright Law) and criminal law (Chapter XXXVII of the Penal Code) consequences of the breach of copyright law.

7.6.8 In case the Service Provider makes the update of APP downloadable, then the updated APP will replace and/or complete the product serving as a basis for the update. The User can only use the resulting updated APP according to the present GTC regulations.

7.6.9 The User is obliged to ensure that he/she does not use the APP in the way that it distracts the attention and prevents him/her from keeping the traffic rules or the security regulations.

7.6.10 The Service Provider reserves the right that in such case, when the User attests such conduct, which would result in especially the mass manipulation or download of the APP or is in any other way incompatible with the intended use of the APP, breaches it or a well-founded suspicion thereof arises, then the Service Provider is entitled to exclude the User from the users of the APP.

7.6.11 The User is obliged to use the „MOL Go” Application also according to the notice available in the APP.

8. Data Privacy

8.1 Privacy Notice contains the detailed rules of processing personal data of the User. The Privacy Notice is available here: www.mol.hu/go/legal

8.2 The Service Provider shall process the data made available by Users in line with the legal provisions – of the European Union, especially of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 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 (General Data Protection Regulation, hereinafter: GDPR) and Hungary – in effect at all times.

9. Notices

Notice by registered mail with advice of delivery

If this agreement provides for delivery by registered mail with acknowledgement of receipt in relation to any legal declaration and the addressed Party does not take over the registered mail sent to the notification address specified in this agreement or in its absence, when it is not available at its registered seat, for any reason, the delivery of the letter must be attempted again. If the repeated delivery attempt fails, the letter shall be considered delivered after 5 (five) days from the repeated posting.

Notices sent electronically

Users and the Service Provider shall notify each other about information related to the performance of the agreement electronically, using the e-mail address/online platform of the Service Provider’s Customer Service and the e-mail address provided by the User.

In the absence of confirmation, notices sent electronically by e-mail to and from the e-mail addresses/online, above shall be deemed to have been delivered one day after the time of sending.

Notices and confirmations sent electronically by e-mail under the agreement will reach Users and the Service Provider without official or due signature and identification to substitute such signatures, and the Parties acknowledge this and consider this to be accepted unless proven to the contrary.

In respect of e-mails generated in line with the rules set out in the agreement, the Parties may not claim before any court or other authority that these fail to comply with the requirements of written documents issued on behalf of the Service Provider or the User, unless such an e-mail can be proven to have been used fraudulently or with some other unlawful intention.

In the event of any dispute arising concerning the sender's e-mail about the sender's identity or the contents of the message, the sender shall bear the burden of proving that the message was sent by a person other than that indicated as sender or with contents other than the contents received.

The Parties declare that they consider the e-mailing system to be used as safe and suitable at the time of signing the agreement, and agree to notify the other party without delay upon becoming aware of any threat to the system's security. The Parties shall be liable for damage arising out of any delay in providing such information.

The Parties agree that mail sent electronically (e-mail) shall be deemed to be the official form of keeping contact only in the cases where and to the extent this is expressly allowed hereunder.

10. Liability

10.1 Service Provider's liability

10.1.1 The Service Provider shall not be held liable for consequences arising out of the User's breach of the provisions of these GTC, including without limitation due to events that may be associated with the improper use of the Service or the provision of untrue data by the User, and with the User's conduct and violation of the rules accepted by the User in the course of registration, etc.

In case of User's unlawful behaviour, the Service Provider completely collaborates with the related authorities to investigate the breach of law.

10.1.2 The Service Provider shall not take any responsibility for direct or indirect damages, lost profits or consequences which originate from the use of the Service except the damages to life, physical integrity and health and to the damage caused due to the Service Provider's culpable conduct.

10.1.3 The User may not be obliged to bear or refund any damage arising out of wilful conduct of the Service Provider and/or its representatives or staff in violation of the requirements set out in the GTC, and the Service Provider shall be liable for the occurrence of such damage.

10.1.4 The Service Provider may not be obliged to bear or refund damage that may be attributed to circumstances outside its control if the occurrence of such damage was not foreseeable at the time of concluding the agreement.

10.1.5 The Service Provider may not be held liable for technical troubles, such as, but not exclusively, any downtime in the internet or the GPS network.

10.1.6 The Service Provider excludes its liability for such case, when the APP and/or the server operating it is targeted by an external – e.g. SQL – attack. If the User receives false system message as a consequence of any such attack, the Service Provider shall not be made responsible.

10.1.7 The Service Provider shall not be liable for any damage stemming from the use of the APP, its non-appropriate operation or the deletion of the whole APP or any part of it.

The Service Provider explicitly excludes its responsibility for any loss of data resulting from the unsuitable state of use of the APP, or from its improper operation, defect, possible malfunction, misunderstanding, possible Internet network failure, failure of access path or from any other technical failure and for damage and/or loss resulting from virus or from other malicious reasons.

10.1.8 The Service Provider makes every reasonable effort to ensure the effectiveness and continuity of the Service, but shall not be liable for such losses or any other damage, which were caused by the failure or insufficiency of the Service. The User acknowledges that continuous operation may be discontinued despite the Service Provider’s prior knowledge and intent. The Service Provider therefore does not guarantee that the Service and/or the APP will function properly and smoothly and that access to the Service will be continuous or error-free. However, in this case, the Service Provider will do its utmost to ensure that the Service is retrieved as soon as possible, but does not provide a time-guarantee for full and partial restoration.

10.2 User’s liability

10.2.1 The User shall be obliged to bear or refund all damage arising out of any violation of the requirements set out in the GTC.

10.2.2 The User shall be relieved from liability if he/she proves that the breach of agreement was caused by a circumstance outside of his/her control that could not be foreseen at the time of concluding the agreement, and he/she could not be expected to avoid that circumstance or prevent the damage.

The User shall be liable for the following in particular:

10.2.3 The User shall be liable for and shall warrant that he/she uses "MoL Go" Application only in a manner that fully complies with the requirements of proper use, as well as the legal requirements and standards, the GTC and the notices published by the Service Provider in effect at all times. For any damage resulting from improper use, User shall be liable.

10.2.4 The User shall assure the secrecy of his/her User Name and Password, keep the provisions concerning notices and shall further guarantee that the data given by him/her are real.

10.2.5 The User shall be liable for any such event, activity, which took place by using his/her login password. The User acknowledges that the Service Provider shall not be liable for a fault, damage by virus or any loss of data on the User’s mobile phone and shall further not be liable for any unauthorized access to the User’s mobile phone or for any other damage attributable to a third party or in connection with a vis maior event.

10.2.6 All costs, damage and other detrimental legal consequences arising out of the notice termination applied by the Service Provider in the event of any violation of the requirements of the GTC shall be borne solely by the User who violated the GTC.

10.2.7 The prerequisite for use is that Users may not use the Service for purposes other than those set out in these GTC and in the laws.

Users may avail themselves of the Service only in person, for non-commercial purposes. Users shall be liable for all activities related to the use of the Service.

10.2.8 The User may not use his/her User Account, or allow the use of his/her User Account for any third party, for any of the following purposes or to use contents that

- a. infringe any patent, trademark, trade secret, copyright, advertising right or the rights of any other person or legal entity, or any law or contract;
- b. contain any software virus or other computer code, file or programme designed or intended to interrupt, damage, restrict or prevent the proper operation of any software, hardware or telecommunication device of the Service Provider or any other third person or to attempt unauthorised access to any system, information, password or other information;
- c. was created by breaching any lawful – contractual or assignment-based – obligation existing in respect of any other person;
- d. present the persona of any person or legal entity, including the Service Provider’s employee or representative;
- e. result in reselling the Service;
- f. use the Service for any other purpose outside the scope of proper use.

10.2.9 The User may not lease or transfer the APP or any part of it and may further not distribute it in any other way. The User may not perform and may not make it possible for other persons to modify, transform or translate the APP, including any modification of a software, applications and databases contained in the APP. The User may not perform and may not make it possible for other persons to remove or modify any communication of copyright, trademark or patent appearing in the APP or rendering its source unknown. The User may not perform and may not make it possible for other persons to use the APP in any unlawful manner or for any unlawful purpose, which is incompatible with the present GTC. The User accepts that he/she shall not modify, process or duplicate the software or its sourcecode.

10.2.10 The Service Provider excludes its liability concerning user damage claims arising regarding the use of a software or application operated by external parties (e.g. iOS, Android, Google, Apple App Store, Google Play, Facebook, etc.), as well as concerning the faulty operation of the APP.

11. Termination of Agreement

11.1 The User may request deletion of his/her User Account and thereby to terminate the agreement in writing, without having to give reasons. The Agreement shall be terminated with the deletion of the User Account.

The other party shall be notified of termination electronically, via the APP by using the „deletion of my Account” button or by a report lodged at the online platform of the Customer Service in e-mail or or in writing by registered mail with advice of delivery.

11.2 The Service Provider may terminate the Agreement in writing, with a notice period of 30 days, without having to give reasons. The Agreement shall be terminated when the notice period expires.

The other party shall be notified of termination by e-mail or in writing by registered mail with advice of delivery.

The Service Provider shall delete the User’s User Account on the date when the agreement is terminated.

11.3 In the event of the occurrence of events set out in this section, the Service Provider may terminate the agreement even with immediate effect, without having to pay damages (hereinafter: immediate termination):

- a) Any statement or conduct/action by the User infringing the Service Provider’s good reputation or business integrity,
- b) The User violates his/her obligations set out in the agreement (in these GTC).

In the event of immediate termination, the Service Provider reserves the right to enforce its rights stemming from the breach of agreement, including the right to compensation for damages.

11.4 The Service Provider will notify the User concerned about immediate termination in writing, in e-mail or by registered mail with advice of delivery. The notice and communication mentioned in this section shall include the name of the affected User concerned, the reason for termination, the provision of the GTC violated by the User, a short description of the breaching conduct, and the date when the agreement will be terminated.

11.5 In the event that the User requests that the Service Provider delete his/her data, the agreement will be terminated on the day when the request for data deletion is received.

11.6 Notices of termination sent by e-mail according to this section shall be governed by the provisions of section 9 “Notices sent electronically”.

12. Complaints handling, customer service, remarks

12.1 The User may contact the Customer Service with his/her complaints, orally or in writing, using the Customer Service’s online platform/e-mail address, postal address or its telephone number.

12.2 If the User submits his/her complaints to the Customer Service orally or electronically, the Customer Service shall record the complaint in minutes and hand over a copy of the minutes to the User in person or, in the case of complaints submitted by phone or electronically, deliver it to the User at the time of sending the answer to the complaint.

12.3 The minutes taken of the complaint shall contain the following:

- a) Name and address of the User,
- b) the place, time and manner of submitting the complaint,
- c) detailed description of the User’s complaint, list of documents and other evidence presented by the consumer,
- d) a statement from the business on its position concerning the User’s complaint if it is possible to investigate the complaint immediately,
- e) signatures of the person recording the minutes and of the User, except for oral complaints communicated by phone or other electronic communications services,
- f) place and time of recording the minutes,
- g) unique identification number of the complaint for oral complaints communicated by phone or other electronic communications services.

12.4 The Service Provider shall operate a call centre during the operation of which phone calls conducted with customer service shall be recorded in order to enable the Service Provider to credibly reconstruct events in the case of a consumer dispute.

In the event that the User speaks rudely, uses obscene phrases, offends the customer service staff member or the Service Provider, the Service Provider may terminate the call.

12.5 The Service Provider shall send its answer regarding the substance of the complaint to the User by e-mail or in writing by registered mail with advice of delivery within thirty (30) days. The Service Provider must provide reasons for decisions rejecting the complaint.

12.6 The Service Provider must safeguard the complaint or the minutes recorded of the complaint and a copy of the answer regarding the substance of the complaint for 5 (five) years, and present them if requested by the authorities auditing such items.

12.7 In the event of customer disputes, Users may contact the arbitration boards having competence at the User’s place of permanent or temporary residence. The seat, phone contact, internet contact possibilities and mailing address of such arbitration boards can be found at <http://www.fogyasztovedelem.kormany.hu/node/8579>.

12.8 In the event that the complaint is rejected, the Service Provider must inform the User in writing about the authority or arbitration board where a procedure may be initiated concerning the complaint, subject to the complaint’s nature. Furthermore, the information thus provided must contain the seat, phone and internet contact details and mailing addresses of the competent authority and/or the arbitration board having competence at the consumer’s place of permanent or temporary residence. The information shall also include whether the business avails itself of the arbitration board’s proceedings in order to settle the consumer dispute.

12.9 The User may send his/her general remarks to the Service Provider via the remark platform reserved in the application store for the APP, as well as on the Facebook site of MOL Magyarország in comment. The User may not lodge a complaint however in the above methods. The competent colleagues of the Service Provider shall direct any possible complaints on the above ways to the official complaint process as specified under section 12.1.

13. Miscellaneous provisions

13.1 Force Majeure

It shall not constitute a breach if any of the contracting Parties is not able to perform its obligations set out in this agreement for any reason not attributable to any of the Parties (force majeure). A force majeure event includes any unforeseen event that cannot be prevented by human power (e.g. war, earthquake, flood, fire, terrorist action, etc.), which do not depend on the will of the Parties and directly impede the particular party in fulfilling the contractual obligations.

13.2 The Parties agree that all issues regulated in this agreement – including the issue of the validity of the agreement, as well as the contractual stipulations, representations, covenants and obligations – shall be decided by applying the rules of Hungarian law.

Third parties not expressly granted any rights hereunder may not demand services stipulated in this agreement.

13.3 The Service Provider may transfer the agreement or specific part(s) thereof or certain rights or obligations specified in the agreement to a third party, with prior notice to the User. The User irrevocably consents to such transfer by accepting the GTC. The consent takes effect with the notice on the transfer of agreement.

13.4 The Parties shall attempt to settle all disputes related to this agreement amicably. Disputes that cannot be settled amicably shall be settled before the competent court having jurisdiction on the matter according to the Code for Civil Procedure currently in force.

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13.5 The annexes listed above shall form inseparable parts of the agreement.

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Annex 1: Privacy Notice on the processing of certain personal data generated in the course of using "MOL Go" Application

The privacy notice is available under the following link: www.mol.hu/go/legal