

TERM OF USE OF SECTRAN DIDB MOBILE APPLICATION

Effective as of 1 March 2024

PREAMBLE

Sectran DiDb application (hereinafter referred to as: *Application*) is a mobile application through which the services provided by SECTRAN Kft. (CRN: 16-09-016061, EU tax number: HU 14313965, registered office: H-5008 Szolnok, Fazekas Mihály utca 42., hereinafter referred to as: *Service Provider*) are allowed to use by those individuals (hereinafter referred to as: *User*) who have access to use the services available in the Application.

These Terms of Use (hereinafter referred to as: *Terms*) set out the rules of use of the Application.

The User acknowledges and accepts these Terms by downloading the Application.

1. SYSTEM REQUIREMENTS OF APPLICATION

The Application constitutes the property of the Service Provider.

The Application can be downloaded from Google Play or App Store for devices running at least Android 9.0 Pie or iOS 13.0 operating systems depending on the type of device.

It is the responsibility and obligation of the User to check the compatibility of the Application and the device.

The User may find information in advance on the Application's storage requirements and current features, hardware, and software specifications in Google Play or App Store.

2. DOWNLOAD OF APPLICATION

The Application has been published by the Service Provider and can be downloaded by anyone without restriction, however, the Application cannot be used by anyone (*see chapter 3 / Scope of Users*).

No data is required to enter for downloading the Application, therefore the download does not result in any data processing. The Service Provider does not collect any information about the person who performs the download, nor about the device used.

The Service Provider draws the User's attention to the fact that downloading and using the Application involves data traffic.

3. SCOPE OF USERS

The Application can be downloaded by anyone, but only individuals having the necessary rights to use the Application can become Users. Therefore, no one automatically becomes a User by downloading the Application. Becoming a User is described in Section 4 for each service.

4. USE OF APPLICATION

The User can access the Application with a DiDb membership number and registration code. By using this service, the drivers owning DiDb membership with e-card in the DiDb system operated by the Service Provider can manage the functions of DiDb system to which they have been granted authorization.

To become a User, a so-called pre-registration of User shall be carried out by the dedicated operators of the Service Provider and customers who have a contractual relationship with the Service Provider. Pre-registration cannot be carried out by the User. A DiDb membership number and registration code will automatically be generated for the User as a result of pre-registration. The membership number will be provided to the User by the operator performing the pre-registration, while the registration code will be sent by the Service Provider to the mobile number recorded and verified during the pre-registration process.

The registration process can be started with the above two data generated during the pre-registration, moreover a six-digit confirmation code is also required, which will be sent by the Service Provider to the mobile number of the User registered during the pre-registration. The User will then need to enter a unique password to access his/her own user account.

In order to achieving a higher level of data security, each User must choose and reply three security questions. Should the User later forgets his / her password, he / she can log in into his / her user account again by replying these questions.

By following these steps, the registration process is considered to be successful, and the User can enter the Application, and he/she becomes an active *“DiDb member with e-card”*.

Only DiDb members with an active e-card who have already completed the required registration and have a DiDb membership number and password are allowed to log in into the Application. The prerequisite for using own profile after log in is to authenticate the User's own email address. By downloading the Application and activating the user account, the DiDb system becomes available for the User.

As the operator of the Application, the Service Provider draws the attention of all Users to the fact that the data processing rules applicable for the use of the Application and the DiDb system connected to the Application may differ, as the Application constitutes only one possible way to register and manage membership in the DiDb system, moreover to use certain features of the DiDb system. The prevailing version of data processing rules applicable for the use of the entire DiDb system can be downloaded from the official DiDb website (<https://didb.eu/>) under *‘Documents’*.

5. LIABILITY OF USER

It is the User's liability to store his/her Application - related data, password and data generated by the Application with care and in a place and manner inaccessible to others. It is the User's liability to ensure that unauthorized persons do not have access to the data required for the use of the Application and stored therein: if this still happens, the User shall immediately report and prove this fact to the Service Provider.

The User acknowledges that all activities performed in the Application is deemed by the Service Provider to have been performed by the User. The User acknowledges that he/she shall bear all liabilities in connection with the use of the Application. The User shall not be entitled to seek compensation for damage or any other claims against the Service Provider.

6. LIABILITY OF SERVICE PROVIDER

The Service Provider reserves the right to make unilateral changes to the Application at any time.

The Service Provider excludes all liabilities arising out of the unauthorized use of the Application. The Service Provider shall not be liable for any damage or other legal consequences arising out of incorrect or false information and data provided by the User.

7. CHARGES

The Application can be used free of charge.

8. WARRANTY

The Service Provider as the holder of the rights provides the Application to the User without any warranty or guarantee. The Service Provider shall not be liable for any material or non-material damage arising out of the use of the Application. The User acknowledges that the Service Provider excludes all liabilities for any damage or loss of data on the User's device, in particular but not limited to damage caused by viruses.

9. DATA PROCESSING RULES APPLICABLE TO THE APPLICATION

Rules applicable to data processing are specified in the '*Privacy Policy on data processing carried out during the use of the Sectran DiDb Mobile application*'.

10. MISCELLANEOUS PROVISIONS

The provisions published on the official website of DiDb and the provisions of the Hungarian legislation in force (especially Act V of 2013 on the Civil Code) shall apply to these Terms and Conditions and to matters not regulated here.