

GENERAL TERMS AND CONDITIONS FOR SERVICE AGREEMENTS TO HIRE PARKING LOTS APPLIED BY THE BUDAPESTI INGATLAN HASZNOSÍTÁSI ÉS FEJLESZTÉSI NYRT.

(ENTERING INTO FORCE: 1<sup>ST</sup> OF MAY 2024)

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## 1. The personal scope, the subject matter, the amendment, the legal effect, and the effective date of the General Terms and Conditions.

### 1.1. Explanatory notes and definitions

1. List of Prices: the list of the actual and all-time Unit Price of Parking Fee disclosed and published on the Website. The List of Prices in force is constantly accessible on the Website;
2. GTC: the consolidated text of all-time and effective general terms and conditions for Service Agreements collectively edited with its supplements, amendments;
3. Amendment of GTC: the repeal, the supplement, the amendment of any section of the GTC;
4. Dedicated Parking Lot: the Ordinary Parking Lot equipped with or without electric car charger provided for Ordinary Use to place and park one determined Passenger Car on it and is convenient to this Passenger Car's waiting and is properly designated and separated by overlay signals and by numerical and alphabetical characters of this determined Passenger Car's licence plate number or the (company) name of the Procurer;
5. Overnight Use: providing the use of the Parking Lot for the Procurer from 6 pm to 8 am of the next day and from Friday 6 pm to the following week's Monday 8 am;
6. Parties: collectively the Service Provider and the Procurer;
7. Parking Lot: the area that fits to place and park one Passenger Car on it and is convenient to this Passenger Car's waiting and is designated and separated by overlay signals. Parking Lot can be an Ordinary Parking Lot or a Dedicated Parking Lot or a VIP Parking Lot;
8. Use of the Parking Lot: the Ordinary Use or the Overnight Use or the Extraordinary Use;
9. Website: the website operated by the Service Provider accessible on the following address: <https://www.bif.hu/>;
10. Procurer: a person having legal capacity and/or having capacity to act that/who is in legal relationship with the Service Provider under the Service Agreement concluded. In case of natural person acting in direct connection with having resort to the Service on the behalf or the name or in the round of interest of the Procurer is also deemed to be a Procurer;
11. Highway Code: all the rules under the Decree No. 1 of 1975 (II. 5.) KPM-BM of Ministry of Interior and Ministry for Finance and Transport *on the road traffic regulation*;
12. Extraordinary Use: the use of the Parking Lot differing from the Ordinary Use and the Overnight Use when the Service Provider determines the framework and the conditions of the use of the Parking Lot according to the Procurer's specific needs and interests accepted by the Service Provider;
13. Parking Fee: the total amount (countervalue) of Parking Space used by the Procurer determined on the basis of the Unit Price of the Parking Fee referred to the Parking Space according to the (current) List of Prices), increased by VAT;
14. Unit Price of Parking Fee: the (net) amount of one Parking Lot's use for determined unit period that is specified in List of Prices, expressed in forints (HUF) and not charged with actual and all-time applicable VAT;
15. Parking Rules (Garage Rules): the document placed in visible place in the Property comprising all of the rules shall be kept and followed by the Procurer in addition to the Highway Code and its expected consequences in case of its violation done by the Procurer;
16. Property: one of the properties listed under the Annex of the GTC;
17. Parking Ticket: receipt printed from the access control system installed by the Service Provider at the entrance of the Property in case the Procurer drives into the Property that records the time in hours, minutes and seconds of the Procurer's entry into the Property. The calculation of the Parking Fee is based on this receipt and the payment of the Parking Fee is due to the

- Procurer before its driving out at the automatic payment devices set and operated by the Service Provider;
18. **Parking Card:** plastic magnetic card issued by the Service Provider against the reimbursement fee specified in the List of Prices, provided to the Procurer with a handover protocol, fitted with a unique identification number, assigned to the license plate number of the Passenger Car or to the Service Agreement that ensures the enter into the Property and the access to the Parking Lot;
  19. **Civil Code:** Act V of 2013 *on Civil Code*;
  20. **Service Agreement Expressed by Conduct:** Service Agreement concluded between the Parties with and by their legal declarations pursuant to the Section 3 of Paragraph 6:4 of the Civil Code. The legal declarations of the Procurer and the Service provider are entering into the Property by Passenger Car and allowing the entrance by Passenger Car into the Property, respectively (i.e. parking by Parking Ticket);
  21. **Ordinary Parking Lot:** any Parking Lot that is not qualified as a Dedicated Parking Lot or a VIP Parking Lot;
  22. **Ordinary Use:** the daily (0-24 hours) use of the Parking Lot provided for the Procurer;
  23. **Passenger Car:** definition pursuant to the Clause d) of Section II of Appendix no. 1 of Decree No. 1 of 1975 (II. 5.) KPM-BM of Ministry of Interior and Ministry for Finance and Transport *on the road traffic regulation*; i.e. automobile for the purpose of passenger transport that contains maximum nine stable seats including also the driver's seat;
  24. **Service:** ensuring the use of the Parking Lot for the Procurer during the Term of the Service in the Property in the consideration of the Parking Fee to be paid by the Procurer to the Service Provider;
  25. **Term of the Service:** a fixed or indefinite period from the start of the usage of the Service to the termination of the Service Agreement, which cannot be shorter than one month, excluding the case when the Service is received via Parking Ticket;
  26. **The Start Date of the Term of the Service:** date specified in the Service Agreement from which the Service Provider provides the Service to the Procurer in case of the Service Agreement between Distant Parties and the written Service Agreement;
  27. **The Ultimate Date of the Term of the Service:** date specified in the Service Agreement or the date of termination of the Service Agreement in the case of Service Agreement between Distant Parties and a written Service Agreement;
  28. **Service Provider:** enterprise pursuant to Section 1.2. of GTC;
  29. **Service Agreement:** agreement concluded by and between the Service Provider and the Procurer in written form or in the form of Service Agreement Expressed by Conduct or in the form of Service Agreement between Distant Parties in order to provide and receive Service, collectively with its amendments and supplements;
  30. **Remote Control:** microelectronic device with a unique identification number used for certain and determined Parking Lots, delivered by the Service Provider against reimbursement fee specified in List of Prices that enables access to certain and determined Parking Lots thereof;
  31. **Service Agreement between Distant Parties:** Service Agreement concluded between the physically distant Parties applying organised distance sales system in such way that the Parties only and exclusively use devices enabling communication between persons not having simultaneous physical presence in order to conclude or make the Service Agreement;
  32. **VIP Parking Lot:** Dedicated Parking Lot that is located either with a barrier that can be opened and closed with a Parking Card, or with a gate that can be opened and closed with Remote Control, or in area separated any other way/method.

## 1.2. Information on the Service Provider

1. Company name: Budapesti Ingatlan Hasznosítási és Fejlesztési nyilvánosan működő Részvénytársaság (in English unofficially: Budapest Real Estate Plc);
2. Abbreviated company name: Budapesti Ingatlan Nyrt.;
3. Registered seat: 8-10 Polgár Street, Budapest (H-1033);
4. Tax registry number: 12041781-2-41;
5. Company registration number: 01 10 042813;
6. Company registry authority: Company Registry Court of Budapest-Capital Regional Court;
7. Accessibility via e-mail:
  - 7.1. For any contractual matters and other sales issues: [sales@bif.hu](mailto:sales@bif.hu)
  - 7.2. For financial and invoicing issues: [penzugy@bif.hu](mailto:penzugy@bif.hu)
  - 7.3. For electronic invoicing: [e-szamla@bif.hu](mailto:e-szamla@bif.hu)
8. Telephone number: +36 1 332 2200.

## 1.3. The personal scope, the temporal scope and the subject matter of the GTC

1. The GTC comprises all of the general terms and conditions applicable to the Service Agreement.
2. Before receiving the Service, the Service Provider allows the Procurer to be familiar with and aware of the GTC with full knowledge and provides continuous and uninterrupted access to it on the Website during the term of the Service Agreement.
3. The condition for receiving the Service shall be that the Procurer accepts the GTC in all respects and expresses its consent to be fully bound by the GTC.
4. By receiving the Service, the Procurer explicitly declares and confirms having been provided by the Service Provider an opportunity to become familiar with all provisions of the GTC prior to the conclusion of the Service Agreement, and expresses the acceptance of the GTC and the consent to be fully bound by the GTC.
5. The GTC shall be the part of the Service Agreement even the Procurer has missed the takeover of the GTC with regard to the fact that beyond the access of the GTC on the Website the Service Provider ensures the Procurer to get acquainted with the GTC posted also in paper and printed form at the entrance of the Property and – depending on the Procurer's requirement – it can be surveyed at the operative personnel of the Property.
6. The GTC shall be applied to Service Contracts concluded from the day of 15<sup>th</sup> November 2023. Parties are able to conclude that any Service Agreement concluded before the day of 15<sup>th</sup> November 2023 may be subjected to the GTC by their mutual agreement.
7. Matters not regulated in the Service Agreement shall be governed by the GTC. In the event of any conflict or discrepancy or contradiction between the GTC and Service Agreement, the provisions of the Service Agreement shall prevail.

## 1.4. The content of Amendment of GTC and its legal effect and effective date

1. Provisions under Section 1.3. of the GTC shall be properly applied in case of Amendment of GTC with the exception of the provision pursuant to point 6 of Section 1.3. of the GTC.
2. By the conclusion of the Service Agreement or – in default of Service Agreement – by the reception of the Service the Procurer explicitly acknowledges and takes note that the Service Provider is unilaterally entitled to amend the GTC with regard to any amendment of laws or regulation related to the subject matter of the Service Agreement in force at any time, on the following conditions

- a) the Service Provider shall inform the Procurer about the content and the effective date of the Amendment of GTC at least thirty (30) days before the effective date of the Amendment of GTC; and
  - b) the Amendment of GTC shall be enter into force according to the disclosure and publishing pursuant to Section 1.3. of the GTC on the date indicated therein; and
  - c) the Service Agreement concluded from the day pursuant to point 6 of Section 1.3. of the GTC shall be also governed by the amendment of GTC.
3. No later than the 30<sup>th</sup> day before the Amendment of GTC enters into force, i.e. in case pursuant to the point 2 of Section 1.4. of the GTC,

a) if the Procurer does not raise objection the amendment of GTC in written form, it shall be considered that the Procurer does not oppose the amendment of GTC expressing also its acceptance and its consent to be fully bound by the amendment of GTC, or

b) If the Procurer raises objection against the amendment of GTC, it shall be considered that the Procurer has terminated the Service Agreement onto the effective date of the amendment of GTC.

In case pursuant to point 3. b) of Section 1.4. of the GTC the Parties are obliged to settle with each other based on the Service already performed, and the Service Provider shall refund the proportionate compensation to the Procurer.

The Procurer's written legal declaration made in accordance with this point or in the form of the given Service Agreement must be received by the Service Provider until the date when the Amendment of GTC enters into force.

## **2. The conclusion and the content of the Service Agreement**

### **2.1. The conclusion of the Service Agreement**

#### **2.1.1. The proceedings before the conclusion of the Service Agreement**

1. Any Unit Price of Parking Fee determined in the List of Prices shall not be considered to be an offer on behalf the Service Provider to conclude the Service Agreement. The Parties mutually consider and the Procurer explicitly recognises by the conclusion of the Service Agreement that with regard and according to any Unit Price of Parking Fee pursuant to the List of Prices the Procurer makes offer as bidder which offer is deemed to be accepted by the Service Provider with the conclusion of the Service Agreement.
2. The Service Provider ensures that the Procurer can request a unique offer from the Service Provider. In that case the time frame during the Service Provider as bidder is obliged to maintain the offer shall be forty-eight (48) hours from the offer dispatched to the Procurer in written form. The Parties agree that the deadline for accepting the offer expires at the appropriate hour of the next workday if it may expire on a day that is not considered workday.

#### **2.1.2. Service Agreement Expressed by Conduct**

1. Provisions pursuant to between Section 2.2 and Section 2.7. of the GTC shall be not applicable to the Service Agreement Expressed by Conduct.
2. By printing the Parking Ticket and by entering into the Property by Passenger Car as it considered the conduct of the Procurer the Procurer declares that the Service Provider allows the Procurer to be familiar with and aware of the GTC with full knowledge, and the Procurer accepts the GTC in all respects and expresses its consent to be fully bound by the GTC.
3. The Service Agreement Expressed by Conduct shall be terminated on the date when the Procurer has paid the Parking Fee calculated on the basis of the Parking Ticket and drives out of the Property.

### 2.1.3. Service Agreement between Distant Parties

The Service Agreement between Distant Parties shall be concluded upon the receipt of a confirmation e-mail sent from the Service Provider's organised distance sales system to the Procurer after the Procurer's offer has been sent to the Service Provider via the organised distance sales system of the Service Provider.

## 2.2. The content of the Service Agreement

1. The Service agreement contains the name, the data of the Service Provider, the name and the position of the representatives of the Service Provider and the Procurer's data according to the followings:

**A)** in case of the natural person,

- a) its name;
- b) its address;
- c) its mother name;
- d) place and date of birth;
- e) the number of its document applicable for identification;
- f) its nationality;
- g) – in the case of the non-Hungarian citizenship – its Hungarian address;
- h) its phone number;
- i) its e-mail address applicable to the acceptance of the electronic invoice;

**B)** in case of other than a natural person (legal entity) or the individual entrepreneur,

*[in case of the legal entity]*

- a) the name;
- b) the registered seat;
- c) the company registration number or other registration number;
- d) the tax registration number;
- e) the name and the position of the representative;
- f) – in the case of the branch of the foreign company – the name, accessibilities and data of the delivery agent;
- g) the e-mail address applicable to the acceptance of the electronic invoice;

*[in case of the individual entrepreneur]*

- a) the name with the suffix „e.v.”;
- b) the registered seat;
- c) the company registration number;
- d) the tax registration number;
- e) the e-mail address applicable to the acceptance of the electronic invoice.

2. The Section no. 1 of the Service Agreement titled „*The subject matter of the Service Agreement*” shall comprise

- a) the Property;
- b) the type of the Parking Lot;
- c) the number of the Parking Lot(s);
- d) the type of the Use of the Parking Lot;
- e) the numbers of the Passenger Car(s) and the Parking Card(s)/Remote Control(s), respectively on the Start Date of the Term of the Service;
- f) the licence plate number(s) of the Passenger Car(s) to be placed to the Parking Lot(s) on the Start Date of the Term of the Service;
- g) the unique identification number(s) of the Parking Card(s)/Remote Control(s) to be handled over to the Procurer until the Start Date of the Term of the Service;
- h) the Unit Price of Parking Fee(s) comprised by the List of Prices in force on the day of the Start Date of the Term of the Service.

3. In the Section no. 2 of the Service Agreement titled „*The Term of the Service*” conditions shall be defined according to the Parties’ mutual agreement, as follows:
  - a) fixed Term of Service or Term of Service with indefinite period;
  - b) – in case of fixed Term of Service – the Start Date of the Term of the Service and the Ultimate Date of the Term of Service
  - c) – in case of Term of Service with indefinite period – the Start Date of the Term of the Service.
  
4. In the Section no. 3 of the Service Agreement titled „*The Parking Fee*” the Parking Fee shall be defined according to the Parties’ mutual agreement.

The Service Provider reserves the right to individually differ from the previously indicated Unit Price of Parking Fee, with the obligation to lay down the individual difference thereof in the Service Agreement.
  
5. In the Section no. 4 of the Service Agreement titled „*Miscellaneous provisions*” conditions and declarations and information shall be defined, as follows:
  - a) the GTC shall govern all the matters not regulated in the Service Agreement;
  - b) the name and the accessibilities (telephone number and e-mail address) of the contact person of the Service Provider;
  - c) – in the case of other than the natural person (legal entity) or the individual entrepreneur – the name and the accessibilities (telephone number and e-mail address) of the contact person of the Procurer
  
6. The final part of the Service Agreement shall be comprise the information, as follows
  - a) the place and the date of the Service Agreement;
  - b) the signatures of the Parties.

### **3. The rules of the Parking Fee’s payment and ensuring the stability of the value of the Parking Fee**

**3.1.** The Parking Fee shall be determined on the base of the Unit Price of Parking Fee comprised by the List of Prices in force during the Term of Service and shall be paid in forints (HUF) and increased by VAT. By signing the Service Agreement the Procurer explicitly acknowledges and takes notice of that in the event of a possible change in the VAT rate, the VAT content of the Parking Fee will also change accordingly.

#### **3.2. The payment rules of the Parking Fee**

- 3.2.1. In case of Service Agreement Expressed by Conduct the Procurer shall pay the Parking Fee directly into the automatic payment devices installed by the Service Provider before the driving out of the Property.;
- 3.2.2. In the case of Service Agreement between Distant Parties the Procurer shall pay the Parking Fee on the basis of the electronic invoice issued by the Service Provider and sent to the e-mail address given by the Procurer in the Service Agreement that is suitable for receiving an electronic invoice, in the manner and by the deadline specified therein.
- 3.2.3. In case of written Service Agreement the Procurer shall pay the Parking Fee on the basis of the electronic invoice issued by the Service Provider before eight (8) days from the deadline and sent to the e-mail address given by the Procurer in the Service Agreement that is suitable for receiving an electronic invoice in the manner and by the deadline specified therein with the exception of the Extraordinary Use in which case the Parking Fee shall be paid until the fifth (5) workday before the Start Date of the Term of the Service.
- 3.2.4. In case pursuant to Section 3.1.2. the Service Provider provides the opportunity to issue paper-based invoice - at the Procurer’s request - by the personnel charged with the operation of the Property, if the Procurer presents the Parking Ticket to the personnel charged with the operation of the Property, managed and authenticated by the automatic payment devices before driving out.

- 3.2.5. If the Procurer does not receive the invoice from the Service Provider, the Procurer shall notify the Service Provider of fact thereof in writing. If the Service Provider does not comply with its notification obligation, the Procurer falls into payment delay even in the absence of the invoice.
- 3.2.6. If the Procurer does not complete the due payments in whole or in part by the due date, then the Procurer is obliged to pay late payment interest from the due date until the date of actual performance, of which rate shall be the current central bank base rate increased by 10 percentage points
- 3.2.7. The Parties agree that the Service Provider is entitled to deny the Service until the payment delay of the Procurer persists in case of that the Procurer falls into payment delay.

**3.3.** The Service Provider reserves the right to unilaterally amend the List of Prices without giving any reason about which - at least thirty (30) days earlier – the Procurer shall be informed in written form according to the provisions under Section 1.4 of the GTC.

The Parties agree that the case pursuant to point 3. a) of Section 1.4. of the GTC shall not require the amendment of the Service Agreement in written form, except the Procurer explicitly request it. In above-mentioned case the Service Provider shall prepare and send the amendment of the Service Agreement in written form containing the proper content pursuant to this Section for and to the Procurer within five (5) workdays.

**3.4.** The basis of the fractional monthly Parking Fee settlement is the amount of the monthly Unit Price of Parking Fee divided by the calendar days of the relevant month, multiplied by the number of days of the fractional month.

**3.5.** The Procurer shall pay the first monthly and (if applicable) the first fractional monthly Parking Fee in case of written Service Agreement, the whole Parking Fee in case of Extraordinary Use and the reimbursement fee of issuing Parking Card(s) and/or handling over Remote Control(s) against proforma invoice issued by the Service Provider in the manner and by the deadline specified therein.

#### **4. The Procurer's obligations**

**4.1.** The Procurer is not entitled to sublease the Parking Lot to a third party or transfer its use under any legal title.

**4.2.** The Requester is entitled to park only the passenger car with the licence plate number specified in the Service Agreement, in the case of Dedicated Parking Lot and VIP Parking Lot in the area marked by overlay signals and by numerical and alphabetical characters of this determined Passenger Car's licence plate number or the (company) name of the Procurer determined in the Service Agreement. The Procurer shall notify the Service Provider in writing or electronically of any changes of the Passenger Car's licence plate number. The Procurer is only entitled to use the Parking Lot with the Passenger Car of which licence plate number differs from the one indicated in the Service Agreement from the workday after its written notification on the change of licence plate number has been received by the Service Provider.

**4.3.** The Service Provider shall hand over the Parking Card(s) and/or Remote Control(s) authorising for parking to the Procurer within 4 working days from the day of conclusion of the Service The Procurer is obliged to return the received Parking Card(s) and/or Remote Control(s) to Service Provider not later than on the day of termination of Service Agreement.

**4.4.** At the first issuing of the Parking Card(s) and handling over the Remote Control(s) or in case of its loss the Procurer shall pay reimbursement fee for the new Parking Card(s) and/or the Remote Control(s) to Service Provider determined in the List of Prises. Upon the conclusion of the Service Agreement – or simultaneously to the payment of the Parking Fee for the first month – or in case of losing the Parking Card(s) and/or the Remote Control(s) at the time of its replacement, the Procurer is obliged to pay such amount per Parking Card and/or the Remote Control to Service Provider. The Procurer acknowledges



that Service Provider shall block the Parking Card(s) and/or the Remote Control(s) in case of its loss or the termination of the Service Agreement or the payment delay of the Procurer or the usage of the Parking Lot, Dedicated Parking Lot, VIP Parking Lot with Passenger Car(s) of which licence plate number(s) differ(s) from the one determined in the Service Agreement with the exception that the Procurer notices the Service Provider thereof.

**4.5.** The Procurer undertakes that in the case of written Service Agreement and Service Agreement between Distant Parties if there is a change in the licence plate number of the Passenger Car or if the Parking Card or Remote Control is lost, thus, it is necessary to issue a new Parking Card or to handle over new Remote Control, the Procurer shall immediately notify the Service Provider in writing. On the basis of information thereof the Service Provider implements the change in its registration system and take appropriate measures as necessary. In the event of a new Parking Card or Remote Control being issued, the Service Provider shall notify the Procurer in writing on the place and method of receiving them.

**4.6.** In the Property the Procurer must follow the rules of the Highway Code.

**4.7.** The Client is obliged to keep the fire-, work- and accident protection rules applicable generally or individually to the Property and the Parking Rules (Garage Rules), and to obey as required by the personnel charged with the operation of the Property. The Procurer shall be liable for any damages caused either in the building or in the parking cars by breaching of such requirements. The fire-, work- and accident protection rules and Parking Rules (Garage Rules) were announced by way of displaying them at the entrance of the Property, the Procurer are obliged to become familiar with its content. By receiving the Service (i.e. by the conclusion of the Service Agreement) the Procurer explicitly declares and confirms having been provided by the Service Provider an opportunity to become familiar with all provisions of the fire-, work- and accident protection rules applicable generally or individually to the Property and the Parking Rules (Garage Rules), and expresses the acceptance of the fire-, work- and accident protection rules applicable generally or individually to the Property and the Parking Rules (Garage Rules) and the consent to be fully bound by the fire-, work- and accident protection rules applicable generally or individually to the Property and the Parking Rules (Garage Rules).

By receiving the Service (i.e. by the conclusion of the Service Agreement) the Procurer explicitly expresses the consent to any sanctions and measures to be potentially taken by the Service Provider and by the personnel applied by the Service Provider in the Property and its applicability against the Procurer in case of the violation of the acceptance of the fire-, work- and accident protection rules applicable generally or individually to the Property and the Parking Rules (Garage Rules). Moreover, by receiving the Service (i.e. by the conclusion of the Service Agreement) the Procurer explicitly renounces the right to rise any claims for compensation and damage fee as a result of the possible application of sanctions or measures taken by the Service Provider pursuant to this Section.

**4.8.** In case of Extraordinary Use the Procurer undertakes to stamp the back of the Parking Ticket received at the barrier at the venue of the event when Procurer's guests enter. Before the event, the Procurer must present a copy of the seal to the Service Provider e-mail (sales@bif.hu) before the event. The departing guest's stamped parking card is validated at the cash desk of the Property. Taking into account that the Service Provider reserves the Parking Lots for the Procurer during the Term of the Service, the Parties agree that if fewer guests park in the Property on the days of the event than it is determined in the Service Agreement, the full Parking Fee is also deserve the Service Provider, so the Client shall not claim it back after the event. If the Client's guests receive the Service beyond the Service Period, the Client is obliged to pay the hourly rate according to the List of Prices for each Passenger Car, against an invoice issued with a subsequent settlement.

**4.9.** The Procurer acknowledges that the Service Provider is entitled to operate a camera system in the Property.

## 5. The termination and amendment of the Service Agreement

### 5.1. The Service Agreement shall be terminated

- a) if the fixed Term of the Service expires;
- b) if – in case of Service Agreement Expressed by Conduct – the Procurer has paid the Parking Fee and drives out of the Property by Passenger Car;
- c) by the mutual agreement of the Parties;
- d) by – in case of Term of the Service with indefinite period – the termination of the Parties;
- e) by the extraordinary termination of the Service Provider with immediate effect.

**5.2.** In case of Term of the Service with indefinite period the Parties are entitled to terminate the Service Agreement applying at least thirty (30) days period of notice. In case of termination notice sent by either of the Parties, the Service Agreement shall be terminated on the last day of the month in which the notice period thereof expires.

**5.3.** The Procurer is entitled to terminate the Service Agreement onto the last day before the increase-ment of the Parking Fee after the reception of the Service Provider's written notice on the rise in Unit Price of Parking Fee whether in case pursuant to Section 3.3. of the GTC, i.e. the Procurer does not wish to keep the Service Agreement in force with regard to rise in Unit Price of Parking Fee.

**5.4.** The Service Provider is entitled to terminate the Service Agreement with immediate effect and to terminate the Service, if the Procurer does not pay the Parking Fee by the 15<sup>th</sup> day of the relevant month, or violates its obligations under Section 4.5., 5.4 or commits a serious breach of contract that violates the contractual or other rights and legitimate interests of the Service Provider. In the event of extraordinary termination by the Service Provider, the Procurer must pay a penalty equivalent to three (3) months of current Parking Fee to the Service Provider within eight (8) days of receiving the extraordinary termination. In case of Extraordinary Use if the Procurer fails to perform its payment obligations related to Parking Fee until the second (2<sup>nd</sup>) day before the Start Date of the Term of the Service the Service Provider is entitled to terminate the Service Agreement with immediate effect, and to withdraw from the Service Agreement without demonstrating the loss of interest, and to terminate the Service.

**5.5.** The Parties are entitled to amend the Service Agreement by their mutual agreement in written form anytime.

## 6. Complaints management

**6.1.** Any complaint in connection with the service provided under the GTC and Service Agreement may be submitted to the Service Provider via e-mail at the following address: [sales@bif.hu](mailto:sales@bif.hu).

**6.2.** The Service Provider may only act in the case of complaints and comments arising in direct connection with the Service.

**6.3.** In order to resolve the consumer dispute outside of court proceedings, the Procurer may apply to the conciliatory board authorized and being competent at the Procurer's place of residence or temporary residence. The task of the conciliatory board is to attempt to facilitate a settlement between the parties in order to resolve their consumer dispute. If no such settlement is reached, the conciliatory board renders a decision in order to ensure the simple, fast, efficient, and cost-effective assertion of consumer rights.

**6.4.** The contact details of the conciliatory board according to the Procurer's place of residence or temporary residence can be found on the following website: <http://www.fogyasztovedelem.kormany.hu>. The name and contact details of conciliatory board according to the Service Provider's registered seat are the following: Conciliatory Board of Budapest (address: H-1016 Budapest, Krisztina krt. 99.; telephone number: : +36 1 488 2131; Fax number: +36 1 488 2186; e-mail address: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu)).

## 7. Miscellaneous provisions

**7.1.** Written notices under the Service Agreement related to the legal relationship between the Parties may only be validly given in registered mail sent with return receipt requested. Should the return receipt be returned with a “*did not request it*” note, the document shall be deemed to be delivered on the 5<sup>th</sup> day after being dispatched. Such written notices shall also be deemed to be statements validly made and given when they are delivered in person or via courier person, upon such notices being received by the other Party or its agent for service of process. Should the representative or the agent for service of process of the Procurer refuses to accept any mail, such mail shall nonetheless be deemed to be served on the Lessee on the date of the attempt at its delivery. Should any mail sent to the address of the Lessee as indicated in the Company be returned with the note “unknown addressee” or “insufficient address” and the delivery fail as a consequence, the mail in question shall be deemed to be given on the 5<sup>th</sup> day following the dispatching thereof.

The Parties conclude that in their legal relationship under the Service Agreement notices or legal declarations pursuant to Section 1.4., the Section 3.3., 3.5., 4.4., 4.5. of the GTC via e-mail are deemed and considered to be sent in written. In case of notices or legal declarations sent via e-mail shall be deemed to be given on the 2<sup>nd</sup> day following the dispatching thereof.

**7.2.** The Service Provider informs the Procurer that the data processing information related to the Service Agreement is available at the following link: <https://www.bif.hu/adatkezelesi-tajekoztato>.

**7.3.** The language of the Service Agreement and the GTC shall be Hungarian and/or English. In case of any discrepancies between the English and Hungarian versions of the Service Agreement and the GTC the latter (Hungarian version) shall prevail.

**7.4.** The Service Agreement and the GTC shall be governed by the laws of Hungary. The matters not regulated in the Service Agreement and the GTC shall be governed by the provisions of the Civil Code and any laws or regulation thereof related to the subject matter of the Service Agreement in force at any time properly.

### Annex:

- Properties

**Budapesti Ingatlan Hasznosítási és Fejlesztési Nyrt.**

**ANNEX:  
LIST OF PROPERTIES**

<b>No.</b>	<b>Top. lot. no. of the Property</b>	<b>Address of the Property</b>	<b>Name of the Property where Parking Lots are available</b>
01.	District V of Budapest Inner area top. lot. 24393/0/A/1	H-1052 BUDAPEST V. KER. Aranykéz u. 4-6.	"ARANYKÉZ" PARKING GARAGE
02.	District VI of Budapest Inner area top. lot. 28912	H-1065 BUDAPEST VI.KER. Bajcsy-Zsilinszky út 57.	BAJCSY OFFICE BUILDING'S OPEN COURTYARD
03.	District III of Budapest Inner area top. lot. 18059	H-1033 BUDAPEST III.KER, Polgár u. 8-10.	"FLÓRIÁN UDVAR"'S PARKING GARAGE
04.	District X of Budapest Inner area top. lot. 38315/42	H-1107 BUDAPEST X.KER. Ceglédi utca 2. H-1101 BUDAPEST X.KER. Üllői út 114-116. H-1107 BUDAPEST X.KER. Zágrábi utca 1-3.	BIHARI-ÜLLŐI OFFICE BUILDING'S Courtyard
05.	District XIII of Budapest Inner area top. lot. 25351/1	H-1136 BUDAPEST XIII.KER. Pannónia utca 45.	VICTOR HUGO OFFICE BUILDING'S COURTYARD
06.	District XII of Budapest Inner area top. lot. 6979/1	H-1122 BUDAPEST XII.KER. Városmajor utca 12-14.	MAJOR UDVAR OFFICE BUILDING'S PARKING GARAGE
07.	District XII of Budapest Inner area top. lot. 6866	H-1122 BUDAPEST XII.KER. Városmajor utca 35.	MAJOR PARK OFFICE BUILDING'S OPEN COURTYARD