MÁV-START Internet ticket purchase

Conditions of Use

Effect

By the usage of the Internet ticket purchase solution of MÁV-START Co. the User accepts the following Conditions of Use. These Conditions of Use cover all activities performed by the User in the Internet ticket purchase system of MÁV-START Co.

This Conditions of Use is effective from 15 June 2018 until withdrawal, at the same time the Conditions of Use effective before this date is withdrawn.

Definitions

**System:** The ticket purchase solution can be found under internet addresses jegyvasarlas.mav-start.hu and elvira.mav-start.hu. It covers the whole range of pages and functions, which can be reached under these domain names, and through ticket vending machines settled at MÁV stations and other locations.

**Service Provider:** MÁV-START Co. (Könyves Kálmán krt. 54-60., Budapest, 1087, Hungary; registration number: CG. 01-10-045551, VAT number: 13834492-2-44), that provides the Service to the Users of the System.

**Operator:** MÁV Service Center Co. (Könyves Kálmán krt. 54-60., Budapest, 1087, Hungary; registration number: CG. 01-10-045838, VAT number: 14130179-2-44), the developer and operator of the System.

**Hosting Provider:** MÁV Service Center Co. (Könyves Kálmán krt. 54-60., Budapest, 1087, Hungary; registration number: CG. 01-10-045838, VAT number: 14130179-2-44).

**Service:** Activity performed by the Service Provider and the Operator in order to make the content and functions of the System available for the users in the user environment of the System.

**User:** People using the System for any purpose.

**Content:** Webpages, images, documents and other files provided for the User by the System, and the software used by the System.

**SZÜSZ:** General Terms & Conditions of Passenger Transport of MÁV-START Co

Detailed Conditions

**Subject of the Service:** Within the frameworks of the Service, Service Provider offers Internet ticket purchase option (available through webpages) to the Users. The present Conditions of Use apply to this activity.

**Service provision, suspension:** Service Provider reserves the right, to suspend the service or any element of that at any time, and reject access to any user. In this case Service Provider does not provide the discount for the use of the System. The discount cannot be applied either locally or subsequently for tickets purchased any other way. Neither Service Provider nor Operator assumes liability for damages resulting from not providing the discount.
**Service usage:** Users use the Service, and its Contents at their own risk. User shall bear the full risk and responsibility related to the usage of the Service. User guarantees, that he/she is entitled to or have the consent to provide the information (e.g. registration e-mail address, passengers' name and date of birth, invoicing data, etc.) when using the System. User shall bear all liability, legal and material consequences in this regard. An Internet connection is required to access the Service, which may incur additional costs depending on connection method used by the User.

**Registration:** Ticket purchase in the system is subject to registration. A valid e-mail address, as user ID, shall be given for the registration, and a password shall be chosen. User is responsible for the privacy of the password. User shall be available by the given e-mail address. The registration data are handled by the Service Provider in accordance with the Privacy Policy.

**Registration, change and deletion of data:** The data provided during registration can be modified by the user except for the e-mail address. The e-mail address of the user cannot be changed. Deleting the registration is possible as described in the Privacy Policy.

**General Terms & Conditions:** By purchasing a domestic ticket, pass or surcharge User accepts the General Terms & Conditions of Passenger Transport of MÁV-START Co. (SZÜSZ). By purchasing an international ticket or seat reservation User accepts the General Terms & Conditions of Carriage of Passengers by Rail (GCC-CIV/PRR).

**Contract:** After successful payment the data of the purchased ticket(s) and the instructions for ticket collection are displayed on the screen. Depending on the settings of the User before payment, a confirmation e-mail is also sent. Successful purchases can be reviewed after login in Previous purchases. Messages from the Payment Service Provider regarding the status or result of the payment transaction do not prove successful contract or the existence of the tickets.

If the purchase is not confirmed by MÁV-START in the e-Ticket system and/or by e-mail within 48 hours after initiating payment, the purchase is not successful and both the User and MÁV-START are released from any obligations.

Successful purchase establishes a passenger service contract between the ticket holder and MÁV-START Co., which is effective from the date on which the ticket holder enters the territory of a railway station with travel purposes. The contract consists of:

- General Terms & Conditions;
- Special Terms & Conditions of the selected offer;
- The specific data shown on the ticket.

Contract language is Hungarian. The contract is made in writing, but it is not filed.
Ticket purchase:

1. **For domestic journeys** Service Provider provides the sale of certain types of domestic railway tickets, supplementary tickets and seat reservations, supplementary tickets, seat reservations valid only in the service area of MÁV-START Co. and GYSEV Co. from the System. For railways not operated by MÁV-START and GYSEV (e.g. narrow-gauge, forest railway) Internet ticket purchase is not available. Types of tickets not available through the Internet can be purchased at the booking offices of MÁV-START Co.

2. **For international journeys** Service Provider provides the sale of a limited range of international journeys published by the F.A.Q. from the System. Types of tickets not available through the Internet can be purchased in the booking offices of MÁV-START Co.

Maximum 4 journeys and maximum 99 tickets per journey, and 10 seat reservation can be booked through the internet by one purchase.

Validity period of tickets purchased begins in accordance with the date and time of travel given by the User in the system, and it lasts for the period defined by the General Terms & Conditions of MÁV-START at domestic journeys, and for the period defined by the general and special conditions of international carriage related to the given offer at international journeys.

**Seat reservation:** For domestic journeys seat reservation is available in the System until the scheduled departure time of the train from the station set by the User as departure station; for international journeys until the closure of the seat reservation systems.

More than one journey and related seat reservations can be booked in one step prior to payment. After that, it is not possible to choose another journey, or to book other tickets related to previously selected journeys. If the seat reservation fails for any of the trains chosen by the User, user may decide to buy the selected tickets and offered seat reservations (without seat reservations failed) or to 'cancel' each of the previously selected tickets, and restart selection.

Maximum twenty minutes may elapse from the initiation of the seat reservation for international or domestic journeys until the payment of the purchase. If payment does not take place within this time, previous booking of tickets get cancelled.

**Payment:** In case of domestic travel, the price indicated by the System next to the name of the product is the price of the ticket when purchased from the System. Ticket price may be different when it is not purchased in the System. The indicated price includes VAT. For international journeys the System indicates the euro price of the offers to be paid off in forints based on the granted daily exchange rate specified by MÁV-START. In accordance with § 105 of the VAT Code, international tickets are exempt from the VAT.

Payment method must be selected before starting the payment.

**Payment methods:**

- **On-line bank card payment:** Tickets purchased through the System can be paid by bank card through the Simple Payment System, operated by OTP Mobil Szolgáltató Ltd. as Payment Service Provider. Bank card data given here are not recognised by the Service Provider, these are processed directly by the Payment Service Provider. Service Provider assumes no liability for possible failures of the payment page. Success or failure of the given payment is displayed to the user by the system, and these can be seen later at the Previous purchases.
Invoicing, handling of invoicing data: If the User requires an invoice of the purchase, User can request it through the internet platform after finalising the basket, before the start of the payment. Invoice required through the internet platform can be collected together with the tickets purchased from the ticket vending machines; electronic invoice can be downloaded from the System.

Invoicing data shall be preliminarily recorded. Recorded data can be recalled and except for the name, they can be changed as well at later purchases. After the data have been deleted by the User, recorded invoicing data will be reserved by MÁV-START until the end of the data holding period specified by the related legal regulations.

Invoice cannot be requested posteriorly of tickets purchased through the Internet.

Ticket collection:

Prior to payment User shall select whether User would like to collect the purchased ticket from a ticket vending machine, or to purchase an e-train-ticket.

- **E-train-ticket**: User is responsible for acquiring information about special conditions of use related to e-train-tickets. The downloaded .pdf file can be shown on the display of portable computer, mobile phone or other suitable device or printed on A/4 size paper at ticket inspection. It is the User’s task and responsibility to download the ticket using a recommended browser; to store the downloaded file; to ensure, that his/her device operates properly at the time of inspection (in case of presenting the ticket on the display of a device); to print the downloaded ticket in good quality and to store the printed ticket appropriately (in case of printing the ticket).

  Partially printed, damaged, stained or unreadable tickets are invalid. For presenting the e-train-ticket on a display, the device must be able to display the QR code in at least 160×160 pixel size.

  The system does not offer purchasing e-train-ticket, if the basket contains ticket(s) which cannot be purchased in e-train-ticket format.

  User can download the paid ticket independently from the validity period, within one year after the expiry of validity, though the ticket(s) can be used for travelling in the validity period only.

- **At collection from a ticket vending machine**: User is responsible for checking the location of ticket vending machines during the buying process, and for the collection of the ticket(s) from one of the ticket vending machines before travelling.

  Location of ticket vending machines is displayed to the User during the buying process. User can collect paid ticket(s) independently from the validity period any time (for maximum one year until the expiry of the validity period), though the ticket(s) can be used for travelling in the validity period only.

Booking cancellation: User can request a refund for unused tickets, paid through the Internet, for domestic journeys in accordance with the General Terms and Conditions (SZÜSZ), for international journeys in accordance with the general and special terms and conditions of carriage.

Refund of specific domestic tickets not collected from a ticket vending machine yet, can be requested through the internet platform as well.

For the refund of international and domestic tickets not refundable through the Internet, tickets shall be collected from a ticket vending machine. Refund of tickets collected can be requested at a station booking office or through the Client Service.
Refund for e-train-tickets can be requested through the internet platform only, in accordance with conditions of use of e-train-tickets. In case of refunding e-train-tickets, if not the complete purchase is refunded, the originally purchased and downloaded tickets become invalid, the system creates new tickets for the remaining travellers. If the ticket(s) marked for refund is checked at any time before the expiration date, the price of the ticket, regardless of the results of the check, will be retained by MÁV-START until the passenger does not prove by other means (e.g. with a penalty issued on the train, or with an other ticket that has been valid and checked on the train), that the ticket(s) marked for refund have not been used for travelling.

**Advertisement on e-train-tickets:** The e-train-ticket (within the generated .pdf file) may also contain advertisements and promotions - without affecting the original A/4 print size - addition to the compulsory ticket data. Advertisements and promotions are independent from the validity of the e-train-ticket. Nothing contained in or implied by the advertisements and promotions appearing on the e-train-ticket creates or shall be deemed to create or constitute a contractual obligation to either the passenger or to MÁV-START Co. The prices indicated in the advertisement are the prices valid at the time of purchase of the e-train-ticket.

**Complaint Management**

**MÁV-START Customer Service**

Users can submit any questions, comments or complaints regarding the e-Ticket to the following contacts:

- MAVDIREKT call center (operates 24/7): +36 1 3 49 49 49
- E-mail: eszrevetel@mav-start.hu
- Mailing address: MÁV-START Zrt., Customer Service, P.O Box 56, Budapest, H-1426 Hungary
- Fax: +36 1 511 2093
- Online by filling the form on the website of MÁV-START Co
- Personally at the Client service points at selected railway stations.

**Supervisory Authority**

A complaint can be submitted to the supervisory authority only after the complainant has submitted his/her complaint to MÁV-START Co. without satisfactory result. Complaint to the authority must be submitted within 30 days of receiving the complaint procedure’s closing document.

- Authority: Ministry of National Development, Market Supervision and Passenger Rights Department
- Registered office: Teréz krt. 62., Budapest, H-1066 Hungary
- Mailing address: P.O. Box: 1, Budapest, H-1440 Hungary
- Telephone: +36 1 373 1405
- Fax: +36 1 312 6614
- E-mail: igazgatasiszerv.utasjog@nfh.gov.hu
- Website: http://www.nfh.gov.hu/piacfelugelet-es-utasjog
Court of Arbitration procedure

If the passenger’s issue could not be solved satisfactory according to the passenger, the passenger can apply for mediation at the Court of Arbitration competent for his/her residence, which is an independent organisation operating beside the county (or capital) Chamber of Commerce and Industry. The passenger may also contact the Court of Arbitration competent for the seat of Service Provider.

The Court of Arbitration competent for the seat of Service Provider is the Court of Arbitration of Budapest:

- Registered office: Krisztina krt. 99., 3rd floor, room 310.; Budapest, H-1016 Hungary
- Mailing address: P.O. Box: 10.; Budapest, H-1253 Hungary
- Tel.: +36 (1) 488 2131
- Fax: +36 (1) 488 2186
- e-mail: bekelteto.testulet@bkik.hu

Contact details for other Courts of Arbitration.

MÁV-START participates in the Court of Arbitration process.

Passengers living in the EU can also apply for mediation at the European Online Dispute Resolution Platform in order to settle cross-border disputes.

Initiating civil lawsuit

In the unwanted cases where neither the procedure of MÁV-START or the Court of Arbitration provides a satisfactory solution for the passenger, the passenger can initiate civil lawsuit to enforce his/her presumed or legitimate interest.

Public data:

Company name: MÁV-START Railway Passenger Transport Co.
Registered address: Könyves Kálmán krt. 54-60., Budapest, H-1087 Hungary
Registration number: The Budapest Metropolitan Court as Court of Registration CG. 01-10-04551
VAT Number: 13834492-2-44
Railway Company license number (date) MVH/O-13. (30 June 2007)
Registering authority: Hungarian Rail Office

General Publication List according to the Act 112 of 2011 can be reached from the website of MÁV-START (in Hungarian).

MÁV-START accepts and adheres to the European Charter on Rail Passenger Services, and e-Commerce Hungary’s (Public Association for e-Commerce) Code of Ethics.
Other

User environment of the System
The System is prepared to be used with Internet Explorer (7.0 or later) and FireFox (2.0 or later) browsers. Adobe Acrobat Reader 8.0 (or later) is recommended to open the .pdf file containing an e-train-ticket. Error-free operation is only guaranteed with the above mentioned software. Service Provider and Operator are not responsible for any damage resulting from the use of different kinds of software. Recommended monitor resolution: 1024×768.

An Internet connection is required to access the Service, which may incur additional costs depending on connection method used by the User.

Translation of the Content
The Content of the System has been made available in Hungarian, English and German by MÁV-START Co. Language can be set on the login page, or during journey planning. MÁV-START Co. is only responsible for the Content of the Hungarian, English and German version of the System available directly on the website. MÁV-START Co. is not responsible for any damages resulting from any other translation (made by the built-in translator of browser, online translating service or any other kind of translation) of Content of the System, or from the misinterpretation of these translations.

Unauthorised activities
The below user activities are considered to be unauthorised activities:

- Modification, copying, adaptation, transmitting, reverse-engineering, publication or selling of the System or the Service or any part of them;
- Usage of any application, search engine, site viewer or reverse-engineering software or any application, which make any part of the System available or indexable by a programmed method;
- Unauthorised break into - or any trial to break into - the System or the Service IT system (hacking);
- Collecting information about other Users (i.e. user names and/or e-mail addresses);
- Reformatting or editing any part of the System;
- Generation of user ID-s in automatic or other deceitful or fraudulent way;
- Initiation or forwarding of unsolicited electronic communication as spam, or chain letters (hoax) sent to other members, or disturbance of the other members in their usage of the service by any other means;
- Commercial use of the server-side services for querying information;
- Producing a derivative product of the whole System or Service, or any part of them;
- The sale of information, software, product or service based on the whole System or Service, or any part of them;
- Jeopardizing service provision by any means.

Unauthorized activity of the User calls forth the disabling of the user, and a legal action.
Suspension, disabling of Users

Service Provider reserves the right to suspend users who do not observe the present Terms and Conditions of Use without prior notice. Suspension of the user means a temporary disabling, it does not mean the deletion of the registration data, and the user can be enabled again later. Disabling means a final ban. A disabled e-mail address cannot be registered again later. Service Provider shall not be liable for any damages related to the suspension, disabling or restriction of the User´s access.

Using the Content

The content of the System is the intellectual property of the Service Provider and the Operator, and it must not be used either in electronic or printed form without the prior written consent of the Service Provider. Some parts of the System may be saved to the User’s own device or printed - exclusively for private usage - still, it does not entitles the User to forward, distribute, photocopy, take over, store in database, make downloadable, and to distribute commercially the contents of any such multiplied part of the System.

Linking to the System

Service Provider permits to direct links to the main pages of the System (jegyvasarlas.mav-start.hu and elvira.mav-start.hu) (hyper reference) without specific licence if

- The Link leads exclusively to the Main Page of the System, content is not multiplied, copied, and frames (or other framings) are not used;
- The Linking webpage does not impress that the Service Provider suggests or promotes in any way the usage or consuming the services and/or products sold or supplied through the given page;
- The Linking webpage does not contain or provide false information about the legal relationship of the Service Provider and the Linking webpage, and about the Service Provider or the System comprehensively;
- The Linking webpage does not contain regal regulation, rights of third parties, and contents that violate public standard of decency.

Otherwise, linking to the content of the System is prohibited. In the event of any violation of linking rules, Service Provider is entitled to claim immediate removal of the Link leading to the System, and pursue claim for damages caused by the trespass.

Copyright

The System is protected by national and international copyright law. MÁV-START takes all possible legal actions (including initiating civil and criminal lawsuit) against violators of the copyright.

Sending information

The Service Provider is entitled to send information to registered users via e-mail in accordance with the Privacy Policy.
Publication of the Conditions of Use
Service Provider cares for the presentation of the present Conditions of Use to the Users by
the publishing of its whole and effective text in the System.

Amendment of the Conditions of Use
Service Provider is entitled to amend the present Conditions of Use unilaterally, after a prior
notification of the Users. Notification is realised by an Announcement displayed on the main
page of (jegyvasarlas.mav-start.hu) of the System. The User accepts the amended Conditions
of Use by the usage of the service after the coming into force of the amendment - that is a
log-in to the system.