

# General terms and conditions

Effective: from /07/2023 )

## PREAMBLE

The municipality of the Debrecen County City has the 218/2022. (XI. 17.) made it available for free use for an indefinite period of time from 01.01.2023 for the purpose of performing a public task ( settlement management ) and providing the infrastructure necessary for this, which is the exclusive property of the Municipality and is recorded in the Utilization Agreement concluded between the Parties on 21 December 2022 installed electrical charging equipment.

According to the relevant legislation (Government Decree 243/2019 (X.22.) and Act I of 1988), DV Parking Ltd. has the necessary permits, which it holds, and provides electromobility services, during which the electric energy storage of the electric vehicle is charged at a public electric charging device, therefore the electric vehicle charging device cannot be considered a fuel filling station.

## 1. Concept, characters

**1.1. A general contractual condition (GTC)** is a contractual condition that one party determines in advance unilaterally, without the other party's involvement, for the purpose of concluding several contracts, and which the parties do not negotiate individually. The general contractual condition only becomes part of the parties' agreement or contract if its drafter has allowed the other party to learn about its content, and if the other party has expressly accepted it, or in the absence of this, by implying it. If any of the terms of the general contract terms and conditions of the contract concluded on the basis of the General Terms and Conditions differ from each other, then the latter becomes part of the contract of the parties.

These general terms and conditions are related to the contracts created by the use of electric charging equipment operated by DV Parking Limited Liability Company, and regulate the method of using the electric chargers, the consideration and payment of the service, the conditions for checking the use, and the level of sanctions applied as a result of unauthorized use.

DV Parking Ltd. draws attention to the fact that the electromobility service provided by it can only be used in accordance with the provisions of these General Terms and Conditions, therefore it is necessary to read the following General Terms and Conditions attentive and carefully.

**1.2 . Electromobility Service Provider** : the person who provides electromobility services for electromobility users according to the present General Terms and Conditions, this is DV Parking Ltd.

DV Parking Limited Liability Company

registered office: 4025 Debrecen, Piac utca 77.

tax number: 25082070-1-09

company registration number: 0 9-09-026547

website: www.dvparking.hu

e-mail: ugyfelszolgalat@dvparking.hu

**1.3. Electromobility user:** a natural or legal person who uses an electric charging device for charging purposes, who charges an electric vehicle or a vehicle with an electric drive, uses the service of DV Parking Ltd.

**1.4. Service fee:** the consideration for electromobility services provided by DV Parking Kft., which DV Parking Ltd. is entitled to collect. The fee for the service: user fee: HUF 9/minute and charging fee: HUF 250/kWh.

**1.5.: Connection cable:** additional equipment required for charging the vehicle, charging cable, which DV Parking Ltd. does not provide for charging.

**1.6. Electric charging equipment:**

Address of "AC" type electrical charging equipment:

serial number	Location, address	Geographic number
1.	Debrecen, Főnix Aréna parking lot	10897/6
2.	Debrecen, Nagyerdei krt. (At the Nagyerdő Outdoor Theater road junction)	22322
3.	Debrecen, Hatvan u. (Hatvan u.-Piac u. corner)	8309/2
4.	Debrecen, Kálvin tér 11.	8327
5.	Debrecen, Piac u. 28.	9061
6.	Debrecen, Piac u. 43/ b.	9061
7.	Debrecen, Bem tér 14.	21072
8.	Debrecen, Péterfia u. 29.	7594

4-digit identification numbers of charging connectors:

Charging equipment	1 Connector type	1 Connector marking new	2 Connector type	2 Connector marking new
Debrecen, Főnix hall	Type-2	4051	Type-2	4060
Debrecen, Nagyerdei krt.	Type-2	4052	Type-2	4061
Debrecen, Hatvan u. left	Type-2	4053	Type-2	4062
Debrecen, Hatvan u. right	Type-2	4057	Type-2	4066
Debrecen, Kálvin tér	Type-2	4055	Type-2	4064
Debrecen, Piac u. east	Type-2	4056	Type-2	4065
Debrecen, Piac u. West	Type-2	4054	Type-2	4063
Debrecen, Bem tér	Type-2	4058	Type-2	4067
Debrecen, Péterfia u.	Type-2	4059	Type-2	4068

**1.7. Occasional User :** the natural or legal person who uses the electromobility service from the Electromobility Service Provider on a case-by-case basis and without registration and has accepted these General Terms and Conditions as binding .

**1.8. Electric vehicle:** a motor vehicle with (also) an electric drive, which is equipped with an electric power transmission system and which is driven primarily by an electric motor and the motor receives its electricity from an externally rechargeable internal electric energy storage system.

**1.9. Charging time:** time spent using a charging device for the purpose of charging; maximum duration of 3 hours.

**1.10. Grace period:** a period of 15 minutes after the end of the charging time, during which the charging of the vehicle must be completed and the charging location must be left.

**1.11 . Charger overuse fee:** HUF 10,000 gross, which the Electromobility User pays if he stays at the charging station for non-charging purposes after exceeding the time spent with successfully started charging and the available grace period.

**1.12. Charging station:** an area containing 2 public charging devices, which provides electric power charging for the electric vehicle for the user of electromobility.

**1.13. Charging point:** The place designated for using the service in front of the charging equipment.

**1.14. Operator:** the person who, in possession of the operating permit , operates the public charging equipment as intended , carries out its technical operation and maintenance, provides electromobility services for electromobility users, and ensures the technical conditions for the provision of electromobility services. In the sense of these GTC, this is DV Parking Ltd.

**1.15. Customer service:** available on working days at the following contacts and times:

Address: 4027 Debrecen, Füredi út 27. Malompark II 1st floor.

Phone number: 06/52 531-513 or 30/488-3040

email: [ugyfelszolgalat@dvparking.hu](mailto:ugyfelszolgalat@dvparking.hu)

Opening hours: Monday to Thursday: 08:00-17:00

Fridays: 08:00-16:00

0-24-hour telephone dispatch service contact: 06/20 482-2370

**1.16. Force Majeure:** any event or a combination thereof, which is beyond the control of the party affected by it, which cannot be averted or overcome by the Party acting with due care, despite the reasonably expected preparation, and which limits or hinders the fulfillment of these GTC.

A force majeure event is, for example, a natural disaster, earthquake, fire, epidemic, drought, frost damage, flood, windstorm, lightning strike; certain social or political events, such as war, revolution, insurrection, sabotage, closure of a transport route (airport); specific state measures:

import-export bans, currency restrictions, embargo, boycott; serious malfunctions, failures due to no fault of our own (e.g. vandalism), regular and ad hoc internet or electricity network outages, outages causing significant user disruption, and radical market changes that make contractual performance impossible, unless the latter are on the part of the breaching party, arose for a reason that can be blamed on him.

**1.17.** DV Parking Ltd fulfills all contracts related to the use of electric chargers - unless special rules are stipulated in the individual contract with the customer - based on the following GTC. These general terms and conditions also apply to contracts to be concluded in the future, unless the contracting parties agree on other terms.

## **2. Scope and amendment of the General Terms and Conditions**

**2.1 .** The scope of the General Terms and Conditions covers DV Parking Ltd. as the operator of the electric charging equipment and the Electromobility Service Provider and the Electromobility user.

**2.2.** These General Terms and Conditions shall enter into force upon publication on the website and shall remain in force until withdrawn.

**2.3.** The General Terms and Conditions define the rights and obligations to which the Electromobility Service Provider and the Electromobility User are entitled or burdened during the provision and use of the Service.

The Electromobility user must accept the General Terms and Conditions before starting charging. The Contract is concluded between the absent parties without a separate written reservation, electronically, by charging at a Charging Station required for charging a vehicle.

**2.4.** DV Parking Ltd. is entitled to unilaterally amend these General Terms and Conditions, to publish the fact of the amendment, a summary of the changes, the date of entry into force of the amendment and an information sheet containing the subsequently effective complete new text of the General Terms and Conditions on the website at least 5 (five) calendar days before the entry into force of the amendment and Make it available to your customer service.

**2.5.** The Service Provider publishes and makes available the current General Terms and Conditions on its website and Customer Service.

## **3. Subject of the contract**

**3.1 .** DV Parking Ltd. is operated by DV Parking Ltd., which is exclusively owned by the City of Debrecen County and is operated by the 1.6. electric charging devices listed in point 1 and enables Electromobility users to charge their vehicles under the conditions specified in these General Terms and Conditions and for a fee.

During the electromobility service, the electric energy storage of the electric vehicle is charged at a public electric charging device, therefore the electric vehicle charging device cannot be considered a fuel filling station.

**3.2 .** On the map found on the website of DV Parking Ltd., a green dot indicates the location of the electric charging equipment and 3.2.1. information detailed in point

3.2.1. The data sheet of the charging device contains the following information:

- when starting charging with a mobile phone, the code of the charging device (e.g.: 4051)
- the type of connector
- service fee
- the electromobility service provider
- a photo of the surroundings of the charging equipment

#### **4. Creation of the contract (the process of an “ad hoc” charging)**

Occasional users can use the service without registration in the following ways:

- by scanning the QR code on the charging station,
- by entering the identification number of the charging device on <https://e-toltesdebrecen.hu> or <https://e-toltesdvparking.hu>

When starting and stopping the charging process, as well as restarting the charging process in the evening, the Electromobility user is obliged to confirm and check the charging process at the vehicle. The Service Provider assumes no responsibility in the event that the Electromobility user is not convinced of the charging process at the vehicle.

##### **4.1. Charging service using a QR code**

The Electromobility user scans the unique QR code for the charging connector on the charging device with their mobile device and is redirected to the respective Charging Device subpage. Before starting the charging process, you must accept the General Terms and Conditions, the Data Protection Information and provide the customer's basic data (registration number, telephone number, email address) and the data necessary for payment consideration and invoicing (name, address, tax number (if legal requests the invoice in the name of a person.)). After entering the data, the Electromobility user is directed to the OTP SimplePay system, where after entering the bank card data, after checking the bank card and the available balance, the maximum charging time is blocked (3 hours + 15 minute grace period, overuse fee and the charge for the maximum capacity of the charger ) fee. If this amount is not available on the bank card, the User must leave the location.

In case of successful blocking - which the Electromobility user will be informed about by email - he can connect his connection cable after pressing the "Next" button. After pressing the "Charging start" ("Start") button, the energy transfer starts, if the connection cable is connected and you pressed the "Connected" button. The Electromobility user is informed of the start of the transaction by email.

The charging process can be stopped by the Electromobility user at any time by unlocking the locking latch of the vehicle's connecting cable and disconnecting the connecting cable, as well as by pressing the "Stop charging" button on the website. To remove the connecting cable, first disconnect the connecting cable from the vehicle, then after about the charging device.

Charging will stop even if the maximum 3-hour charging time limit has passed, which the Electromobility user will be informed about by email. If the Electromobility user does not leave the location within the available 15-minute grace period, he must pay an overuse fee (gross HUF 10,000 ) after the grace period has expired.

After stopping/stopping the top-up, the amount of the actual top-up will be deducted from the amount locked by OTP SimplePay at the end of the top-up, and the remaining amount will be unlocked.

The Electromobility user will receive the charging invoice to the e-mail address he provided.

#### **4.2. Charging service using the identification number of the charging device**

The charging service can be started by going to <https://e-toltesdebrecen.hu> or <https://e-toltesdvparking.hu> and entering the 4-digit identification number of the charging connector, which must be entered by the Electromobility user. (e.g.: 4051).

Identification numbers can be found at each charging port.

The charging process is otherwise identical to 4.1. as described in point.

DV Parking Ltd. shares regularly updated Frequently Asked Questions (FAQ) information with Electromobility users, which supports the smooth use of the Service.

### **5. Rights and obligations of the service provider**

**5.1.** DV Parking Ltd. ensures the operation of the charging equipment in its license and under operation and the electromobility service in the manner expected of it and in accordance with the legal requirements. It provides thee Electromobility users information of the location and technical parameters of the chargers on its website. However, DV Parking Ltd. draws the attention of Electromobility users to the fact that the actual charging performance depends on the type and characteristics of the connected car, the type of connection cable, and the battery charge.

**5.2.** DV Parking Ltd. maintains a Customer Service and a 0-24-hour telephone dispatch service for Electromobility users on working days and during customer service opening hours.

5.2.1. The contact details of the Customer Service and the dispatcher service are clearly displayed on the charging equipment. At the Customer Service, the Electromobility user can report the experienced error, and must report operational errors and damage.

5.2.2 The contact details of the Customer Service and the dispatcher service are contained in point 1.15 of these GTC.

**5.3.** DV Parking Ltd. cannot be held responsible for the consequences of a violation of the provisions of the General Terms and Conditions by the Electromobility user, especially when the Service is not used as intended, or if the behavior or omission of the Electromobility user results from a violation of the rules and laws accepted by the Electromobility user.

**5.4.** DV Parking Ltd. does not assume responsibility for direct or indirect damages caused to another Electromobility user by the breach of contract behavior of an Electromobility user, including lost profits and consequential damages resulting from the use of the Service. DV Parking Ltd. cannot be held responsible for technical and IT disturbances, e.g.: electrical, internet or computer network outages, and does not assume responsibility for damages resulting from improper use of the charging equipment.

## **6. Rights and obligations of the Electromobility user**

**6.1.** The Electromobility user is obliged to comply with the provisions of these General Terms and Conditions and to pay the fee.

**6.2.** The Electromobility user is responsible and guarantees that he only uses the Service with a vehicle and connection cable that is suitable for intended use and complies with the standards applicable at all times for Electric Vehicles and their Accessories. The user of Electromobility is responsible for any damage caused by non-compliance.

**6.3.** The Electromobility user must be aware that the chargers are high-voltage devices that can be used exclusively and specifically for charging the Vehicles defined in point 1.8 in accordance with the operating and usage specifications issued by the Charger Manufacturers and the Motor Vehicle Manufacturers. The user of Electromobility is solely responsible for the proper use of the charging equipment, the vehicle, and the vehicle's accessories. DV Parking Ltd. cannot be held responsible for intentional or negligent, incorrect use and for the damage suffered by the Electromobility user during the incorrect use, also taking into account the provisions of point 5.4.

**6.4.** The user of Electromobility must ensure and check before each charging that the technical condition of the vehicle and its accessories is suitable for charging. For charging, the Electromobility user must provide a connection cable and make sure of the cable's certification and proper technical condition. If you notice damage to the charging device, you cannot start charging, you must report the fault to the phone number on the charging device so that DV Parking Ltd. can begin to rectify the fault.

**6.5.** The Electromobility user can only use the Service with a mobile phone, tablet or other device capable of mobile communication, so they must have a properly charged device and Internet and email access during charging.

**6.6.** The user of Electromobility is liable for compensation for violating the provisions of these Terms and Conditions. It is exempted if it proves that the breach of contract was caused by a circumstance beyond its control, which was unforeseen at the time of the conclusion of the contract, and that the user of Electromobility could not have been expected to avoid the circumstance or remedy the damage.

**6.7.** The Electromobility user guarantees that the data provided during the use of the Service always correspond to reality.

**6.8.** The Electromobility user can only use the charging point for the purpose of charging a vehicle during the charging time specified in these GTC, the charging point cannot be used for any other use (e.g. for waiting purposes).

## **7. Consideration for the service**

**7.1.** The fee for the electromobility service consists of two parts:

- user fee: HUF 9/minute and

- charging fee: HUF 250/kWh

which is also displayed on the website and on the charging equipment.

**7.2.** DV Parking Ltd. is entitled to change the service fee unilaterally.

**7.3.** The amended service fee is published by DV Parking Ltd. on its website and is effective as of its publication, with the provision that it must be applied only to services (charges) used after the date of entry into force.

**7.4.** The Electromobility user can only use charging if, before starting charging, he directly enters or pre-registers his bank card in the OTP SimplePay system, given that he can pay for the Service with a bank card payment to DV Parking Ltd. In order to ensure the payment of the Fee, the Electromobility user is required to have a Visa, MasterCard or AmericanExpress type bank card and an adequate amount of coverage when charging begins. Card registration can be done by navigating to the OTP SimplePay page. It is possible to start charging after a successful card and balance check, as well as charge blocking.

SimplePay, acts independently with regard to the data provided on the OTP SimplePay website. Only OTP Mobil Ltd. has access to the data provided on the OTP SimplePay page.

**7.5.** If the Electromobility user has completed a successful bank card payment and charging, DV Parking Ltd. will send an electronic invoice to the Electromobility user's e-mail address. After the invoice has been issued, changes to the billing data can only be requested in the event of a typo.

**7.6.** With attention to the fact that in the invoices of DV Parking Ltd. CXXVII of 2007 on general sales tax in accordance with the provisions of the law, the Fee to be paid is determined in forints, therefore the gross amount to be paid may be supplemented with a rounding difference in accordance with the rules of rounding.

## **8. Inspection, overuse fee**

**8.1.** The Service Provider's inspectors are entitled to check electric charging station users to see if they use the charging stations for charging purposes.

During the inspection, the device of the Service Provider's inspectors gives an indication if the Electromobility user uses the charging location for purposes other than charging. After the grace period, an overuse fee will be charged.

**8.2.** The grace period available after the maximum charging time has expired: 15 minutes, during which time you must leave the charging location.

**8.3.** The amount of the overuse fee: HUF 10,000 gross

## **9. Contact, complaint handling**

**9.1.** The Parties state that the user of Electromobility can send his comments and complaints about the service to the Service Provider via the e-mail address [ugyfelszolgalat@dvparking.hu](mailto:ugyfelszolgalat@dvparking.hu), as well as by post. During the opening hours of the Customer Service, it is also possible to visit the Service Provider's Customer Service in person on working days.

**9.2.** Complaints related to the use of the service will be investigated by the Service Provider within 30 days and the Electromobility user will be informed about this at the provided contact information. The Service Provider is obliged to justify its position rejecting the complaint.

**9.3.** DV Parking Ltd. is not obliged to respond to an anonymous or repeatedly submitted complaint that has already been evaluated and answered on its merits.

**9.4.** The Service Provider is obliged to keep the complaint and the record of the complaint and a copy of the substantive response for 5 (five) years and hand it over to the inspection authority.

## **10. Other provisions**

**10.1.** This contract is considered a written contract between the Electromobility service provider and the Electromobility user. The Service Provider notes that this contract and any amendments thereto will be accessible at a later date on the Service Provider's website.

**10.2.** DV Parking Ltd. will not charge the Electromobility user any additional costs in connection with the use of the device used to conclude the Contract or the General Terms and Conditions, which enables communication between those who are absent. Each party bears the costs incurred in this regard.

**10.3.** These General Terms and Conditions are governed by the rules of Hungarian law, in particular Act I of 1988 on road transport, Act V of 2013 on the Civil Code and Act No. 243/2019 on certain issues of electromobility services. (X. 22.) Government decree.

**By expressly accepting the General Terms and Conditions and by using the electromobility service, the User acknowledges that he has read and understood the provisions of these General Terms and Conditions and recognizes that the provisions are binding on him.**

Debrecen, July 2023

Appendix:

Annex No. 1: Data protection information

## Appendix No. 1

### Privacy notice

#### (On the handling of certain personal data generated during the use of the electromobility service provided by DV Parking Ltd.)

The Service Provider declares that it stores, manages and destroys personal data obtained in the course of its activities in accordance with applicable laws. The Service Provider informs the Electromobility user about data management and data protection in a separate Data Protection Policy, which is available at the following link: <https://www.dvparking.hu/adatvedelem>. The Privacy Policy forms part of the Agreement.

<b>Purpose of data management</b>	<b>Legal basis for data management</b>	<b>Scope of processed data</b>	<b>Duration of data management</b>
Establishing, fulfilling and amending an electromobility contract	Data management based on the law and related to the contract (Ptk. § 6:77; Emob. ordinance § 7 (2) e), f), l) points (3) and § 11; and § 14 and Article 6 (1) b) and c) GDPR)	license plate number, name, billing name, phone number, e-mail address, fact and time of acceptance of GTC	For 8 years after the termination of the contract
Payment of the consideration for the Service OTP SimplePay payment data	Data management related to the contract (Ptk. § 6:77; Emob. decree § 7 (2) e), f), l) points ( paragraph 3) and § 11; and § 14 and GDPR Article 6 (1) point b)	Name, country, telephone number, e-mail address, data required for invoicing (invoicing name, address , tax number); bank card details ( last four digits of bank card, expiry date)	For 8 years after the termination of the contract
Fulfillment of invoicing activities related to electromobility contracts	Data management based on the law and related to the contract (Ptk. § 6:77; Emob. ordinance § 7 (2) e), f), l) points (3) and § 11; and § 14 and Article 6 (1) b) and c) GDPR)	license plate number, name, billing name, phone number, e-mail address, fact and time of acceptance of GTC	For 8 years after the termination of the contract
Contact during the use of the Service	Contract-related data management (Ptk. § 6:22; or GDPR Article 6 (1) point b)	Name, address, telephone number, e-mail address of the person concerned	For 1 year after the termination of the contract

<p>Handling of complaints and comments received during the use of the service</p>	<p>CLV of 1997 on consumer protection. Act § 17/A. (2)-(6)</p>	<p>Name, address, telephone number, e-mail address, vehicle data, license plate number, charging time, location, vehicle type, bank account information of the person concerned.</p>	<p>the documents created during the investigation as well as the response letter for 5 years.</p>
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