

BAHART ONLINE TICKET PURCHASE — WWW.JEGY.BAHART.HU TERMS OF USE AND GENERAL TERMS AND CONDITIONS (GTC)

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Introductory provisions

The scope of these GTC:

The present document sets out the Terms of Use and General Terms and Conditions (GTC) of Balaton Shipping Ltd. (hereinafter referred to as BAHART) for the User / Ticket Buyer and BAHART as the service provider, in connection with the search for shipping options, the use of the online ticketing system www.jegy.bahart.hu, which provides online ticket purchase, and the electronic ticketing.

By using the functions of shipping option search system and the online ticketing system available on BAHART's www.iegy.bahart.hu online ticketing system, the User / Ticket Purchaser accepts and acknowledges these Terms of Use and General Terms and Conditions as binding upon him/her.

These Terms and Conditions cover all activities performed by the User / Ticket Buyer in the system for searching shipping options and purchasing tickets for cruises (services) available on the BAHART www.jegy.bahart.hu online ticketing system, in particular the purchase of tickets in the system and the use of tickets purchased online.

Issues not covered by this document and the interpretation of this document shall be governed by Hungarian law, in particular by Act V of 2013 on the Civil Code ("Civil Code"), and the relevant provisions of Act CVIII of 2001 on certain issues of electronic commerce services, and on certain aspects of information society services (Elker. tv.), and the relevant provisions of Government Decree 45/2014 (II. 26.) on the detailed rules of contracts between consumers and businesses. The parties shall be bound by the mandatory provisions of the applicable law without any special clause.

This GTC for BAHART's www.jegy.bahart.hu online ticketing system is effective from 1 May 2022 until revoked or amended. BAHART shall make these Terms of Use and General Terms and Conditions known to Users / Ticket Purchasers by publishing the effective and complete text on www.jegy.bahart.hu and <a

BAHART is entitled to unilaterally modify these Terms of Use and General Terms and Conditions for the future, with prior notice to Users / Ticket Buyers at www.jegy.bahart.hu and <a href="https://www.jegy.bahart.h

For those taking part in the boat trips, the detailed (travel) conditions of passenger and vehicle transport contracts on waterways not regulated by law, as well as the general terms and conditions of the contract for the purchase of paper tickets on the spot are set out in the BAHART Passenger and Ferry Business Rules in force at the time. The fares in force at any given time are set out in the BAHART Passenger and Ferry tariffs. Business rules and tariffs are available and can be downloaded from the BAHART's website at www.bahart.hu.



Details of the online ticketing service provider www.jegy.bahart.hu:

The name of the service provider is:

Balaton Shipping Ltd.

The seat of the service provider (and where to lodge a complaint): 8600 Siófok, Krúdy sétány 2.

Its e-mail address: ugyfelszolgalat@bahart.hu
Company registration number: 14 10 300113

Tax No: 11238326-2-14
Phone number: +36 84 310 050
Language of the contract: Hungarian

Name of the hosting service provider:

Adress of the hosting service provider:

Www.jegy.bahart.hu

Balaton Shipping Ltd. (BAHART) is entitled to use an intermediary to fulfil its obligations. BAHART shall be fully liable for the wrongful conduct of the intermediary, as if the wrongful conduct had been committed by BAHART.

User / Ticket purchaser

<u>User:</u> any person who visits <u>www.bahart.hu</u> or <u>www.jegy.bahart.hu</u> for information about shipping opportunities, BAHART services or visits the referred websites for any other purpose.

<u>Ticket Purchaser:</u> a person who has purchased a ticket for the services offered by BAHART, pre-selected by him/her, using the online ticketing system <u>www.jegy.bahart.hu</u>, by accepting the necessary legal declarations and by successfully paying the service fee electronically. The payment is considered successful when the amount of the service to be purchased is credited to the BAHART bank account and the online ticketing system <u>www.jegy.bahart.hu</u> sends the ticket and invoice to the ticket purchaser with confirmation.

Cessation of the online ticketing service www.jegy.bahart.hu

BAHART reserves the right at any time to discontinue the online ticketing and ticketing service or any part of it operated on the www.jegy.bahart.hu online ticketing system, or to deny or restrict access to the system to any user for any reason.

The User / Ticket Purchaser may send any problems or comments detected in the BAHART online ticketing system to the BAHART Customer Care Centre at the following e-mail address: ugyfelszolgalat@bahart.hu.

Responsibilities and obligations of the User / Ticket Purchaser when using the service

The User / Ticket Purchaser uses the electronic service provided by the online ticketing system www.jegy.bahart.hu at his/her own risk. The User / Ticket Purchaser bears all risks and responsibilities associated with the use of the online service. The User / Ticket Purchaser warrants that the data provided by him/her when using the www.jegy.bahart.hu online ticketing system are true and correct, and that he/she is entitled to use, provide or has consented to the use, provision of such data. All liability, legal and financial consequences in this regard shall be borne by the User / Ticket Purchaser.



Suspension or exclusion of a User/Ticket Buyer from the online ticketing service

BAHART reserves the right, without notice, to suspend or exclude any User / Ticket Purchaser from using the www.jegy.bahart.hu online ticketing system who does not accept or comply with these Terms of Use and General Terms and Conditions. The suspension of the User / Ticket Buyer means a temporary invalidation, which does not entail the deletion of the registration data, and the User / Ticket Buyer may later be validated. Exclusion means permanent invalidation. With an email address that has been once excluded, no new User / Ticket Buyer can be registered later. BAHART shall not be liable for any compensation due to the suspension, exclusion or limitation of the User's / Ticket Purchaser's rights.

Unauthorized activities

Unauthorized activities by the User / Ticket Purchaser include the following activities:

- The User / Ticket Purchaser must refrain from any reproduction or copying of any ticket forwarded electronically. If the ticket verification system detects that the ticket has already been used to enter, BAHART is entitled to deny entry.
- Modify, copy, transmit, adapt, reverse engineer, republish, post or sell any part of the www.jegy.bahart.hu online ticketing system or the service provided therein;
- Use any application, search robot, page finder or decryptor, or other application that allows any part of the ticketing system to be programmatically accessed or indexed;
- Unauthorized access or attempted access to the IT system of the ticketing system (hacking);
- Collecting information (including usernames and/or email addresses) about other Users / Ticket Buyers;
- Reformatting or editing any part of the ticketing system;
- Creation of User / Customer IDs by automated methods or other fraudulent or dishonest means:
- Establishing or transmitting unsolicited electronic communications, such as spam or hoaxes sent to other members, or otherwise interfering with other members' use of the service:
- Commercial use of the server-side information retrieval service.
- Making a derivative of all or any part of a ticketing system;
- Selling information, software, products or services based on all or any part of the ticketing system;
- Threatening the provision of the service in any way.

Unauthorized activity by the User / Ticket Buyer will result in the exclusion of the User / Ticket Buyer, and will lead to legal actions.

Registration

To register for a user account on the www.jegy.bahart.hu online ticketing system, you must enter a valid e-mail address as a user ID and choose a password according to the requirements specified on the page. The User / Ticket Buyer is responsible for keeping the password secret. BAHART shall not be responsible for the security of the usernames and passwords saved by the User / Ticket Buyer in the browser, nor for any damage resulting from the possible use of the data saved in this way by unauthorized persons. The user must be available at the e-mail address provided.



BAHART shall not be liable for any damages resulting from incorrect or erroneous e-mail addresses, nor shall it be liable to pay any compensation or refund of fees paid.

During the registration process, the User / Ticket Purchaser must provide the following data required for ticket purchase and invoicing:

- User's full name (or Company name);
- User's address, (or registered office) (postcode, town, street, house number and other additional details);
- Title of using the service (declaration that you are using the service as a private individual or legal/business entity);
- Tax number (if the user uses the service as a legal/business entity)

When registering, the User / Ticket Buyer specifically declares whether or not he/she wishes to subscribe to the newsletter. Registration is subject to acceptance of the Privacy Policy and the Terms of Use and General Terms and Conditions.

Registration data is processed by BAHART in accordance with the Privacy Policy, which is available at and can be downloaded from the online ticketing system www.jegy.bahart.hu. The User / Ticket Buyer is required to provide his/her true data during registration. In the case of false data or data that can be linked to another person, the electronic contract concluded through the purchase of a ticket is null and void. BAHART excludes its liability if the User / Ticket Purchaser uses its online ticketing services on behalf of another person or uses the data of another person.

BAHART shall not be liable for any delays or other problems or errors due to incorrect and/or inaccurate data provided by the User / Ticket Purchaser.

Modification, deletion of registration data

The data provided during registration can be modified by the User / Ticket Buyer in the "My Account" section of the online ticketing system www.jegy.bahart.hu. Registration can be cancelled in accordance with the Privacy Policy, which is available and can be downloaded from the online ticketing system www.jegy.bahart.hu.

Buying tickets without registration

BAHART offers the possibility for the User / Ticket Buyer to purchase tickets without creating a user account - i. e. without registration - on the online ticketing system www.jegy.bahart.hu. For purchases without registration, the data required for issuing tickets and invoices and for sending them electronically must be provided. It is the responsibility of the User / Ticket Purchaser to provide the correct notification e-mail address. BAHART shall not be liable for any damages resulting from incorrect or erroneous e-mail addresses, nor shall it be liable to pay any compensation or refund of fees paid.

Users / Ticket purchasers must provide their own true data when making a purchase without registration. In case of false data or data that can be linked to another person, the resulting electronic contract is null and void. BAHART excludes its liability if the User / Ticket Purchaser used its services on behalf of another person, using the data of another person.

BAHART shall not be liable for any delays or other problems or errors caused by the User / Ticket Purchaser's incorrectly and/or inaccurately provided data in the case of purchases without registration.



Online ticket

<u>Online ticket</u>: A document in electronic format (file format: PDF) authorizing the use of BAHART's services, which BAHART will send to the e-mail address provided by the User / Ticket Purchaser after the purchase of the ticket through the online ticketing system <u>www.jegy.bahart.hu</u> and the successful payment of the service fee.

The online ticket contains the following information in the same way as tickets issued at the port ticket office:

- the type of service that can be used with tickets (scheduled, inter-city lines), pleasure boat, party boat, magic boat, ferry, etc.,
- the name of the departure port,
- the name of the destination,
- the amount of the fare paid and its tax content.
- the name of the payment instrument,
- the rate of discount applied in the settlement,
- the first day of validity of the ticket,
- the period of validity of the ticket or the last day of validity,
- in the case of a ticket for more than one person, the number of passengers.

On the BAHART online ticket sales system www.jegy.bahart.hu, only individual tickets are available, subject to availability, while group reservations and ticket sales are made through BAHART's customer service. It is not possible to book individual tickets in advance by paying for them later (e. g. at the ticket office), and the system only allows you to book tickets by paying for them during the purchase process.

Some discounted tickets requiring proof of eligibility cannot be purchased through the online ticketing system www.jegy.bahart.hu, these tickets are subject to proof of eligibility and can only be purchased in person at the port ticket offices upon presentation of proof of eligibility. For BAHART's ferry service, tickets are currently only available for pedestrians and cyclists on the online ticketing system www.jegy.bahart.hu.

Tickets can be bought for several shipping services and several routes at the same time in one purchase transaction.

Inter-settlement passenger shipping services require a change on certain routes to reach the destination. The online ticketing system www.jegy.bahart.hu sells tickets for routs that can be reached with one transfer (departure port - intermediate transfer port - destination). In this case, the transfer ticket entitles the User / Ticket Purchaser to use both cruises.

On inter-settlement passenger boat services, a return ticket can be purchased in one purchase transaction. The return ticket entitles the User / Ticket Purchaser to use both cruises (outward and return). The return ticket can also be purchased for routes with a maximum of one transfer.

Validity and availability of online tickets

For passenger boat services, the online ticket purchased is valid for the cruise and service indicated on the ticket, on the date and departure time indicated on the ticket (return tickets indicate both the outward and return cruise and departure time).

A ticket for the same route, but for a different departure date, which has not yet been cancelled, may be used to board an inter-settlement boat service only if the passengers who



have already bought a ticket for that departure date have already boarded and the capacity of the ferry still allows it!

In the case of ferry services, tickets are not sold for a specific line or departure time. The online ferry tickets can be used for any ferry crossing (departure date) within the given availability period, subject to availability. If the date of purchase is the same as the day of use selected at the time of purchase, the ferry ticket can be used on the day of purchase. In the case of advance purchase, according to the daily operating time (advertised timetable) in force on the specified future calendar day.

Purchased online tickets do not provide any boarding/embarkation benefits or privileges compared to paper tickets purchased at the port ticket office when boarding/embarking the boat/ferry.

The process of buying tickets

Finding a shipping line option (service), select a line

BAHART provides Users / Ticket Purchasers with an electronic shipping option (timetable) search engine on the online ticketing system www.jegv.bahart.hu, which Users / Ticket Purchasers can use as a guest with or without registration, subject to the terms and conditions set out herein.

On the Shipping Options search page, the User / Ticket Buyer can choose from the following shipping services:

- Scheduled boat services between settlements
- Szántód-rév Tihany-rév, Tihany-rév Szántód-rév ferry connections
- Pleasure and nostalgia boating lines
- Magic shipping lines
- Party boats

For a detailed description of the above shipping services, the User / Ticket Buyer can visit the website <u>www.bahart.hu</u>.

The User / Ticket Buyer can select the relevant and available departure and/or arrival port for the given service in the search for a shipping option, select the planned date of the shipping. In order to start a search, the User / Ticket Buyer must always enter at least 3 search criteria. By pressing the "Start- Search" button, the www.jegy.bahart.hu online ticketing system will list the results that match your search criteria.

If the search module for a shipping option (service) does not find match according to the search criteria, the User / Ticket Buyer may also be presented with alternative results (different departure date, different shipping service, departure from another port). It is also possible to buy tickets for the alternative cruises listed in the search results, provided that the User / Ticket Buyer has checked and accepted the amended terms and conditions for the cruise search.

Inter-settlement passenger boat services require a transfer on certain routes to reach the destination. In this case, the online ticketing system www.jegy.bahart.hu offers one ticket for two consecutive shipping lines.



On the "Search Engine Result Page" of the shipping option search, you can see the specific departure times of a given boat service on the selected day and from the selected port, with the name of the ship as a link. Click on the link for detailed information about the boat at www.bahart.hu. BAHART reserves the right to substitute the boat listed in the shipping option search for a particular boat service for any reason. BAHART shall not be liable for compensation in connection with the change of vessel for tickets already sold.

In the event that BAHART, through no fault of its own, for reasons beyond its control (e. g. vessel breakdown, weather conditions, etc.), is able to provide the service with a vessel with a smaller capacity than the vessel indicated when the ticket was purchased, and the number of tickets sold exceeds the capacity of the vessel, passengers may board the vessel on a first-come, first-served basis. In case BAHART is unable to operate a relief boat, BAHART will redeem the tickets of passengers arriving after the maximum capacity of the smaller vessel providing the service and having purchased tickets through the online ticketing system www.jegy.bahart.hu without any handling fee. BAHART accepts no liability whatsoever and shall not be liable for any damages resulting therefrom.

Use the "Details" link on the results page for more information on tickets, fares and other conditions.

For shipping lines where online ticket sales have already started, the "Buy tickets" button is active at the end of the relevant row. BAHART will start selling tickets online at the earliest 2 weeks before the departure date of a given boat. The online ticketing closes 15 minutes before the departure time of the vessel, after which tickets can only be purchased at the ticket office on the spot. For shipping lines for which online ticketing has not yet started / has already ended, the "Buy tickets" button is not active, it does not work.

Users / Ticket Buyers can also access the search results page of the BAHART www.jegy.bahart.hu online ticketing system by searching the www.bahart.hu website and clicking on the "Buy Tickets" button. In this case, the User / Ticket Purchaser does not have to repeat the search steps detailed above on the www.jegy.bahart.hu online ticket purchase system, by clicking on the "Buy Ticket" button he/she can start selecting the ticket types, entering the number of passengers, purchasing tickets.

Selection of ticket types, giving number of passengers

When you click on the "Buy tickets" button in the shipping option search, the online ticketing system www.jegy.bahart.hu will list the types of tickets that can be selected and purchased for the given vessel.

On this page, the user / ticket purchaser sets the number of ticket types to buy. By pressing the "Add to basket" button, the selected tickets can be added to the basket with the number of tickets you have entered. User / Ticket purchaser can view the contents of the "Basket" at any time by clicking on the basket symbol or the Basket link in the header of the page.

Tickets can be bought for several shipping lines at the same time in one purchase transaction.

After entering the number of tickets, the system checks whether the requested number of tickets is available. If not, the ticketing system will inform the User / Ticket Purchaser.

When specifying the type and number of tickets for scheduled services between municipalities and for ferry services, it is possible to choose a return ticket. For the selected return trip, the ticket types specified in the outward ticket will be added to the basket with the number of tickets specified in the outward ticket. If the number of tickets requested is not available for the trip in question, the system will warn the customer.



Validation of basket and coupon discount

Users / Ticket purchasers can increase the number of tickets they have already entered and wish to purchase by clicking on the "Add more tickets" button on the Basket page, or add other types of tickets to the basket. Click on the "bin" icon to delete the ticket lines in the basket.

The prices displayed for tickets are in HUF and include VAT in accordance with the relevant legislation. If a special discount (coupon discount) is introduced for the online tickets available for purchase, BAHART will fully inform Users / Ticket Buyers on www.bahart.hu about the promotion and its exact duration, details and conditions of use (e. g. during which period, for which shipping services, for which routes, for which ports, for which ticket type, for how many passengers, how many percent discount is available, etc.). The total amount of the basket is reduced by entering the coupon code valid for the service and shipping line in the "Coupon discount" section. The discount will be deducted as a lump sum and will only be shown in the final amount. For a given purchase only one coupon code / coupon discount is demandable.

If the coupon is invalid, <u>www.jegy.bahart.hu</u> will inform you that the coupon is not valid and does not entitle you to a discount.

After finalizing the cart, press the "Proceed to checkout" button to continue.

Cashier, enter billing details

Before payment, the User / Ticket Purchaser must check that the tickets in the basket are correct. Verification of the data required to purchase tickets is the responsibility of the User / Ticket Purchaser, as once the contract has been concluded, the tickets purchased cannot be modified. In case of redemption of tickets by the User / Ticket Purchaser, BAHART will charge the handling fee set out in the applicable fare tariff, currently 10% of the total amount.

The User / Ticket Purchaser will then be required to provide the necessary billing information. For registered and logged-in Users / Ticket Buyers, the online ticketing system www.jegy.bahart.hu will fill in the billing information with the data provided during registration.

Correction of data entry errors: the User / Ticket Buyer can always go back to the previous phase before completing the ordering or purchasing process, where they can correct the data entered.

After providing the billing information, the User / Ticket Purchaser must accept the General Terms and Conditions (GTC) and the Privacy Policy, and then click on the "Pay" button to submit the order. The total amount payable includes all costs based on the total amount of the order. By placing an order, the User / Ticket Purchaser acknowledges that he/she is obliged to pay.

With the acceptance of the General Terms and Conditions (GTC) the User / Ticket Purchaser makes the following statement:

"I acknowledge the following personal data stored in the user account of Balatoni hajózási Zrt. H - 8600 Siófok Krúdy st. 2. in the user database of www.jegy.bahart.hu will be handed over to OTP Mobil Ltd. and is trusted as data processor. The data transferred by the data controller are the following:

Scope of stored data:



- Full name of the user
- User's address or, in the case of a legal person, registered office
- User's e-mail address
- Title of the service:
 - o private person
 - o business company, legal person
- If you use the service as a company or legal entity: tax number

The nature and purpose of the data processing activity performed by the data processor in the SimplePay Privacy Policy can be found at the following link: http://simplepay.hu/vasarlo-aff

After pressing the pay button, the system will check if the requested number of tickets is available. If not, the ticketing system will inform the User / Ticket Purchaser.

Payment

Payment of the ticket price can only be made electronically (online) as part of the ordering and purchasing process.

BAHART shall not apply different conditions to the payment transaction for the payment methods it accepts for reasons related to the nationality, residence or place of establishment of the User / Ticket Purchaser, the place of account of the payment account, the place of establishment of the payment service provider or the place of issue of the cash substitute payment instrument within the EU.

A bank transaction made through the secure payment system of the financial service provider used by BAHART is considered a credit card purchase, so the related fees are charged to the customer according to the bank's own tariffs.

<u>Operator of the SimplePay financial service provider used by BAHART:</u> OTP Mobil Szolgáltató Kft.

1093 Budapest, Közraktár utca 30-32 River Park K30. épület II. Company registration No: Cg.: 01-09-174466; Tax No: 24386106-2-43

When paying online, the User / Ticket Buyer can pay via the OTP Bank SimplePay server. The general terms and conditions for the use of the SimplePay service by Customers are available at www.simplepay.hu.

OTP Bank's SimplePay payment interface includes the transfer to the BAHART www.jegy.bahart.hu online ticketing system page where the User/Ticket Buyer has initiated the purchase and the amount to be paid as the consideration of the purchase. The amount to be paid shall be verified by the User / Ticket Purchaser prior to initiating the payment.

OTP Bank SimplePay reserves the right to unilaterally determine the range of accepted credit cards. OTP Bank SimplePay currently accepts the following types of bank cards:

- VISA.
- VISA Electron,
- Mastercard,
- Maestro,
- American Express.



When making a payment, the User's / Ticket holder's bank card details are required for online purchases. These are as follows:

- the bank card number,
- name on the bank card.
- expiry date and, for some cards, the CVV2/CVC2/CID 3 or 4-digit verification code.

Strong customer authentication (SCA) is used to identify the cardholder when making a payment by bank card in the financial service provider's system, as required by the European Union's PSD2 Directive. After successfully entering your card details or selecting a stored card during the checkout process, you may also need to confirm your card details as part of the checkout process. Before using the financial service provider's system, it is the User's responsibility to inform himself/herself about the changes he/she needs to be prepared for when using his/her card and to make the necessary settings with the issuing bank. BAHART is not liable for any damages resulting from failure to do so. Only the bank that issued the card can provide information and assistance regarding identification errors and the resulting failed payments.

The User / Ticket Buyer also has the option to use the SimplePay payment method.

BAHART is not responsible for any errors occurring on the payment page. In any case, the User / Ticket Purchaser will receive a confirmation of the payment result on the financial service provider's page, after which the financial service provider's page will redirect the User / Ticket Purchaser back to the BAHART www.jegy.bahart.hu online ticketing page.

There may be an error when paying online. In the event of any technical error during the financial transaction, or in the event of a failure to redirect from the bank's site to the BAHART www.jegy.bahart.hu online ticketing site, the payment has not been completed and the order has failed [Civil Code 6:84 §].

Sending tickets electronically

After the successful payment, BAHART will send the purchased ticket in PDF format attached to an electronic message to the e-mail address provided by the User / Ticket Purchaser.

The order and its confirmation shall be deemed to have been received by BAHART or the User / Ticket Purchaser when it is made available to them. BAHART excludes its liability for confirmation if the confirmation is not received on time because the User has entered the wrong e-mail address during registration or purchase as a guest without registration, or because the storage space of the account is full, or if the confirmation arrives in SPAM.

In addition to the information required by law, the ticket may contain - without affecting the A/4 printing size - advertising and promotions. Advertisements and promotions are not related to the validity of the fare product purchased in the System, do not constitute an offer on the part of BAHART and do not create any contractual obligation for the passenger.

Sending the purchase invoice electronically

The invoice issued for the purchase will be sent electronically to the e-mail address provided by the User / Ticket Purchaser in PDF format, in cooperation with the account service partner, in accordance with the General Terms and Conditions of the account service partner. The account service partner used by BAHART:



Name: Billingo Technologies Zrt.

Address: 1133 Budapest, Árbóc utca 6. l. emelet

E-mail: hello@billingo.hu
Telefon: +36-1/500-9491

Ticket redemption, if the User / Ticket Purchaser withdraw from using the service

Tickets purchased through the BAHART online ticketing system <u>www.jegy.bahart.hu</u> cannot be redeemed at the BAHART port ticket offices.

If the User / Ticket Purchaser wishes to redeem the purchased ticket within the period of time stipulated in these General Terms and Conditions, the relevant instructions are contained in the e-mail message sent by BAHART with the ticket.

Tickets for BAHART passenger ships can be redeemed up to 30 minutes before the departure time of the ship, unused tickets for ferry services can be redeemed until the end of the validity period on the online ticketing system www.jegy.bahart.hu using the link provided in the email when the ticket was sent. There is no way for the User / Ticket Purchaser to redeem the tickets after the given deadline. In the case of return tickets, the date of redemption is determined by the departure date of the outward journey, and the ticket cannot be redeemed once the journey has already started.

The User / Ticket Purchaser may redeem his/her ticket within the time limit specified above, it is subject to a handling fee of 10% of the total amount, as set out in the applicable fare tariff. The ticket redeemed by the User / Ticket Purchaser will be invalidated by the BAHART www.jegy.bahart.hu online ticketing system. BAHART will return the final amount paid during the purchase, minus the handling fee, to the account number of the User / Ticket Purchaser provided during the purchase, to the payment service provider SimplePay, according to the terms and conditions of its own General Terms and Conditions. The cancellation invoice generated during the ticket redemption will be sent by BAHART's account service partner Billingo to the User / Ticket Purchaser in a separate e-mail message, as set out in its own Terms and Conditions.

In case of tickets purchased through the BAHART <u>www.jegy.bahart.hu</u> online ticketing system, the User / Ticket Purchaser has no possibility to rebook the ticket for another run, for another date, so in case of ticket redemption, a new ticket can only be purchased by starting a new purchase process.

Automatic ticket redemption due to cancellation

BAHART in certain cases,

- due to weather conditions /
- due to technical reasons /
- for traffic management reasons /
- in case of pleasure and programmed boats due to less than the minimum number of
- passengers, is forced to cancel a run for which the User / Ticket Purchaser has purchased an electronic ticket through the BAHART online ticketing system www.jegy.bahart.hu.



BAHART will inform the User / Ticket Purchaser of the cancellation of the run by sending an electronic message to the e-mail address provided during the purchase in the ticketing system www.jegy.bahart.hu before the scheduled departure time of the run.

BAHART will automatically redeem and cancel the tickets purchased in the www.jegy.bahart.hu ticketing system for the run cancelled by BAHART, and the total amount paid during the purchase (without any handling fee) will be transferred back to the account of the User / Ticket Purchaser provided by the User / Ticket Purchaser during the purchase by the SimplePay payment service provider in accordance with the terms and conditions of its own General Terms and Conditions. The cancellation invoice generated during the ticket redemption will be sent by BAHART's account service partner Billingo to the User / Ticket Purchaser in a separate e-mail message, as set out in its own Terms and Conditions.

In the case of tickets purchased through the BAHART www.jegy.bahart.hu online ticketing system, in the event of a cancellation, the User / Ticket Purchaser and BAHART cannot rebook the ticket for another run, for another date, so in the event of a cancellation, the User / Ticket Purchaser can only purchase a new ticket by starting a new purchase process.

Use of tickets, verification of tickets by BAHART

It is recommended that the passenger (User/Customer) arrive at the departure port indicated on the ticket at least 15-30 minutes before the departure of the vessel.

The electronic ticket sent by e-mail from the BAHART www.jegy.bahart.hu online ticketing system in PDF format must be presented by the passenger (User/Purchaser) on a screen of a suitable device or printed on white or natural A/4 paper at the port before boarding/embarking the ship/ferry. It is the passenger's responsibility and liability to download the ticket using the recommended browser software, to store the downloaded file or, if presenting it on the screen, to ensure that the device is working properly when checking the ticket. If a printed online ticket is presented, the downloaded ticket must be made available to the person carrying out the check in a suitable, legible and verifiable quality. A partially, incorrectly printed, damaged, soiled or illegible paper ticket is invalid and does not entitle the holder to use the service. If the passenger (Ticket Purchaser/User) is unable to present the ticket entitling him/her to travel, either in electronic or printed form, in a suitable manner for inspection, to the inspecting person at the time of boarding, BAHART is entitled to refuse the service. BAHART accepts no liability whatsoever and shall not be liable for any damages resulting therefrom. The User / Ticket Purchaser is not entitled to redeem the invalid ticket.

Tickets purchased through BAHART's online ticketing system www.jegy.bahart.hu are not named tickets, upon presentation the identity of the User / Ticket Purchaser will not be verified by BAHART upon boarding the vessel / ferry. However, eligibility for discounted (non-full fare) tickets (e. g. student, pensioner, etc.) is checked by BAHART upon boarding the vessel/ferry, and the passenger must provide and present the necessary documents to prove eligibility. In the event of failure to provide proof of entitlement or unauthorized use of the discount, the passenger will be charged a surcharge at the port ticket office. If payment and settlement of the surcharge at the ticket office is not possible before the scheduled departure of the vessel, resulting in cancelling the User's / Ticket Purchaser's trip, BAHART will not refund the ticket price, will not be liable for any damages resulting from this, and will not be obliged to pay any compensation.

When boarding the ship/ferry, BAHART will cancel the ticket presented by the passenger (User/Customer) or, in the case of a return and/or transfer shipping service, the part of the ticket relating to the respective vessel.



Complaint handling regarding BAHART's online ticketing system

How to report a complaint

In connection with the use of the www.jegy.bahart.hu online ticketing system, the User / Ticket Purchaser may report any suggestions, comments, complaints, grievances or damages suffered (hereinafter collectively referred to as "Complaint") to BAHART and request the investigation of the event complained about or the resolution of his/her suggestions. If the User / Ticket Purchaser wishes to lodge a complaint regarding the service used, he/she must do so within 15 days of the use or failure to use the service. BAHART's record of the complaint must include the following:

- name and address of the complainant,
- where, when and how the complaint was lodged,
- a detailed description of the complaint, a list of documents and other evidence produced by the complainant and a copy of these documents and evidence as an annex,
- a statement of BAHART's position on the complaint, if an immediate investigation of the complaint is possible.

The User / Ticket Purchaser may submit a complaint or claim (by e-mail) to the following contact details: ugyfelszolgalat@bahart.hu central e-mail address and/or by telephone call to the BAHART Info Line 84-310-050. BAHART shall not be liable or liable to pay any compensation for any failure or delay in handling or responding to complaints submitted by the User / Ticket Purchaser in an inappropriate form, incomplete, unidentifiable or not through the appropriate channel of administration as set out in the GTC.

Handling and dealing with complaints

BAHART will make a substantive examination of a written complaint. The results thereof and the measures taken shall be communicated to the complainant in writing within 30 days, provided that the complainant has provided the data and information necessary for the response and investigation. If BAHART rejects the complaint, it shall state the grounds for its rejection and inform the complainant in writing of the authority or conciliation body to which the complaint may be submitted, according to its nature, and provide the contact details of the authority or body. If the investigation of the complaint cannot be closed within 30 days, BAHART will notify the complainant within this period and inform him/her of the expected date of closure and communication of the outcome. BAHART must provide a final response within 3 months of receipt of the complaint at the latest. Repeated complaints from the same complainant with the same content and containing anonymous or non-identifiable data may be disregarded.

Other provisions

User environment of the system

The <u>www.jegy.bahart.hu</u> online ticketing system is designed for use with Google Chrome, Firefox, Microsoft Edge and Safari browsers, the latest versions of which are recommended. Acrobat Reader is recommended to open .pdf files containing electronic tickets.



In the event of using the ticketing system in an environment other than the above, or in the case of different .pdf displays, the faultless operation of the system is not guaranteed and BAHART shall not be liable for any damages resulting therefrom.

The use of the <u>www.jegy.bahart.hu</u> ticketing system requires an Internet connection, which may incur costs depending on the connection method used by the User / Ticket Purchaser.

Translating content into another language

The content of the online ticketing system www.jegy.bahart.hu is made available in Hungarian and English by BAHART. The language of use can be changed using the language selector in the header of the website. BAHART is only responsible for the Hungarian and English content translated by it and directly available on the www.jegy.bahart.hu online ticketing system. BAHART shall not be liable for any damages resulting from any other translation or misinterpretation of the Content of the BAHART online ticketing system.

Copyright

The content of the BAHART <u>www.jegy.bahart.hu</u> online ticketing system, or any component thereof, is the intellectual property of BAHART and may not be used in electronic or printed form without the prior written permission of BAHART. It is forbidden to download, electronically store, process and sell any content or any part of the website without the written consent of BAHART.

The User / Ticket Purchaser may save the information provided by the BAHART www.jegy.bahart.hu online ticketing system to the storage space of his/her own device suitable for this purpose or print it out for his/her own use only, but in this case he/she shall not be entitled to further use, distribute, photocopy, receive, store in a database, make available for downloading, or commercialize the content of the reproduced part of the system.

Sending information

BAHART has the right to send information to registered Users / Ticket Buyers by e-mail, as set out in the Privacy Policy, until the authorization to do so is withdrawn.

BAHART is entitled to send information by e-mail to the User / Ticket Purchaser who has purchased without registration in connection with the cruise related to the purchased ticket, as set out in the Privacy Policy.

Data protection

The Privacy Policy of the <u>www.jegy.bahart.hu</u> online ticketing system is available at and can be downloaded from the website.

Governing law

The Parties acknowledge that BAHART's online ticketing system www.jegy.bahart.hu operates and is maintained in Hungary. As the Site may be visited from other countries, Users / Ticket Purchasers expressly acknowledge that the governing law in the relationship between the User / Ticket Purchaser and BAHART is Hungarian law. If the user is a consumer, the court of the defendant's (consumer's) domicile shall have exclusive jurisdiction over the consumer in disputes arising from this contract pursuant to Section 26 (1) of the Civil Code.



BAHART does not apply different general access conditions for access to tickets on the online ticketing system $\underline{www.jegy.bahart.hu}$ for reasons related to the User's / Ticket Purchaser's nationality, place of residence or domicile.

Siófok, 23.02.2023.

BALATONI HAJÓZÁSI ZRT.