

MÁV-START Online Ticket Purchase System - Terms of Use

Valid from date: 2020-11-27

Effect

By using the ticket purchase feature of the website of MÁV-START Co. (new 'Elvira') and the 'MÁV' application the User accepts the following Terms of Use. These Terms of Use cover all activities performed by the User in the ticket purchase system available on the website of MÁV-START Co. (new 'Elvira') and in the MÁV application, including ticket purchase in them.

This Terms of Use is effective from 27th November 2020 until withdrawal, at the same time the Terms of Use effective from 15th June 2020 is withdrawn.

This Terms of Use document can be found in the Terms of Use menu on both interfaces, and can be downloaded as PDF file.

Definitions

System: MÁV-START Co.'s online schedule information and ticket purchasing system that can be accessed from the MÁV-START website (new 'Elvira') or from the application for smartphones (MÁV application)

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 in the Subject of the Service.

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 the Passenger Transport Company providing the given passenger transport service.

Product: A summary name of the tickets, surcharges and passes available for purchase from the System solely in these Terms of Use and other System Related Documents.

Detailed Conditions

Subject of the Service

Within the frameworks of the Service, Service Provider offers online ticket purchase option on the MÁV-START website or within the MÁV mobile application to the Users. The present Terms 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 are liable for damages resulting from not providing the discount.

The User can send the detected problems and comments directly to the developer on the website with the *Send Feedback* button, within the MÁV app from the *Rate app* menu or by e-mail to informacio@mav-start.hu.

The Service is operated in test mode for Users participating in beta test. Temporary service interruptions or functional errors are possible during test mode.

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 has 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 at the provided e-mail address. The registration data are handled by the Service Provider in accordance with the Privacy Policy.

Only users registered in the System can participate in the beta test, with a separate application. The Service Provider occasionally advertises the possibility to apply for the test program on its website or through the System.

Registration, change and deletion of data

The data provided during registration can be modified by the user. Deleting the registration is possible as described in the Privacy Policy.

General Terms & Conditions

By purchasing a domestic ticket, surcharge or pass, User accepts the General Terms & Conditions of the Passenger Transport Company providing the passenger transport service.

By purchasing a product for international journey, User accepts the *General Conditions of Carriage for Rail Passengers (GCC-CIV/PRR)*.

Contract

After successful payment the purchased Product(s):

- are sent in pdf format attached to the confirmation e-mail and can be downloaded from the webshop;
- are displayed within the application and the purchased ticket(s) can be downloaded to the application;
- the purchased pass is assigned to the Hungarian electronic ID-card (e-ID) or will be available in the virtual pass-holder;

as displayed during purchase. The purchase is successful when Service Provider confirms it in e-mail and/or – depending on the method of purchase – in the webshop or the MÁV application. 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 Service Provider does not confirm the purchase the aforementioned ways within 24 hours after initiating payment, the purchase is not successful and both the User and the affected passenger transport services provider(s) are released from any obligations.

Successful purchase establishes a passenger service contract between the ticket holder and the passenger transport service provider indicated on the ticket, which is effective from the date on which the ticket holder enters the territory of a station or a stop with travel purposes (for the current journey in case of products valid for multiple journeys). The contract consists of:

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

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

Product purchase

Service Provider provides information on its website about which domestic and international Products can be purchased in the System.

Products for the passenger transport service providers not available in the System, or the Products not available in the System can be purchased at other sales points (booking offices, vending machines) of the given passenger transport service company.

Within one purchase maximum 1 journey can be set, and tickets and/or surcharges can be purchased for maximum 9 passengers per journey, meanwhile only 1 pass for 1 passenger can be purchased per transaction.

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 in the prevailing Terms & Conditions of the specified ticket.

Validity period of passes purchased begins at 0.01 a.m. on the date set by the User in the system, and it lasts for the period defined in the prevailing Terms & Conditions of the specified pass.

Purchasing a pass in the System is only possible if the User downloads and uses the MÁV application on his/her telephone. To ensure and verify the personal use of the pass, the passenger must own a Hungarian electronic ID-card (e-ID) or must create a virtual pass-holder in the System. Recording an e-ID or creating a virtual pass-holder is not possible in the webshop, only in the MÁV application. Virtual pass-holder and the pass(es) assigned to it can only be presented from the MÁV application. Any restrictions on collecting the passes are included in the individual Terms&Conditions of the pass.

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.

Maximum 15 minutes may elapse from the initiation of the seat reservation until the payment of the purchase. If payment does not take place within this time, previous booking of tickets will be 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 at the time of query. Any discounts provided by the Service Provider for purchases in the System will be applied after placing the Product in the cart. The indicated price includes VAT.

For international journeys the System indicates the Euro price of the offers at the time of query to be paid off in HUF based on the granted daily exchange rate specified by MÁV-START. Any discounts provided by the Service Provider for purchases in the System will be applied after placing the Product in the cart. 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

► •Online card payment:

Tickets purchased through the System can be paid by bank card through the Simple Payment System as Payment Service Provider, operated by OTP Mobil Szolgáltató Ltd. (address: Közraktár utca 30-32, 'River Park K30.' building II.; registration number: CG 01-09-174466; VAT number: 24386106-2-43). Bank card data provided at the payment site are not made known to Service Provider, these are processed directly by Payment Service Provider.

Service Provider assumes no liability for possible failures of the bank 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

Service Provider issues electronic invoice of every purchase made in 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.

Ticket collection

Products can only be purchased from the System with the following collection methods:

- electronic ticket sent in pdf format;
- ticket downloaded to the MÁV application;
- pass assigned to e-ID or to virtual pass-holder.

Not all collection methods are available for some Products.

User is responsible for acquiring information about special conditions of use related to tickets purchased from the System.

At the time of ticket control:

- The electronic ticket in pdf format can be shown on the display of portable computer, mobile phone or other suitable device or printed on A/4 size white or recycled 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.
- The ticket downloaded to the MÁV application and the pass assigned to virtual pass-holder must be presented from the MÁV application, on the display of User's device (smartphone, tablet). These Products are not valid if they are not displayed using the MÁV application. It is the User's task and responsibility to download the ticket before the journey; to store the downloaded file; and to ensure, that his/her device operates properly at the time of inspection.
- Products assigned to e-ID are verified by reading the barcode of the e-ID. It is the User's responsibility to provide the correct number of the e-ID. It is the responsibility of the passenger travelling with a product assigned to e-ID to carry the e-ID with him/her during the journey.

For presenting the ticket purchased from the System on a display, the device must be able to display the barcode in at least 160×160 pixel size.

The System only offers purchasing Products that can be purchased in electronic product format with the above mentioned collection method. It is not possible to purchase Products with conflicting collection method in the same purchase.

User can download the paid product independently from the validity period with a valid User account within three months after the expiry of validity, though the ticket(s) can be used for travelling within the validity period only.

Service Provider issues an electronic proof of the Product(s) for which pdf format ticket has not been provided, and attaches it to the confirmation e-mail of the successful purchase. The proof contains the data of the purchased ticket(s) but it does not entitle to travel. The proof can be used for cost accounting to supplement the invoice. The proofs are not stored in the System; therefore creating them subsequently is not possible.

To ensure and verify the personal use of the pass, a purchased pass can only be assigned to the Hungarian electronic ID-card (e-ID) or to the previously created virtual pass-holder of the passenger in the System. The virtual pass-holder and the pass(es) assigned to it can only be presented from the MÁV application. Any restrictions on collecting the passes are included in the individual Terms&Conditions of the pass.

Booking cancellation

Refund for the products purchased in the System can only be requested in the System, in accordance with the prevailing Terms & Conditions of the given Product. Product(s) marked for refund are not valid for travel.

If not the complete purchase is refunded, the system may create new tickets for the remaining travellers, at the same time the originally purchased and downloaded tickets become invalid. Service Provider issues a new electronic proof of the remaining ticket(s) if applicable, and attaches it to the e-mail of the acknowledgement of refund request. The newly received Product can be refunded in accordance with the prevailing Terms & Conditions of the given Product.

If the Product(s) marked for refund is checked at any time before the expiration date, the price of the Product, regardless of the results of the check, will be retained by Service Provider 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 Product(s) marked for refund have not been used for travelling.

Advertisement on the Products purchased from the System

If the Product purchased from the System is also generated in a .pdf file, the .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 product. Nothing contained in or implied by the advertisements and promotions appearing on the product purchased from the application creates or shall be deemed to create or constitute a contractual obligation to either the passenger or to Service Provider. The prices indicated in the advertisement are the prices valid at the time of purchase of the Product.

Complaint Management

MÁV-START Customer Service

Users can submit any questions, comments or complaints regarding the System to any of the following contacts of MÁV-START Co.:

- MÁVDIREKT call center (operates 24/7): +36 (1) 3 49 49 49
- E-mail: eszrevetel@mav-start.hu
- Mailing address: MÁV-START Zrt., Client 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

Complaints related to passenger transport

Users may submit their questions and comments regarding the passenger transport services to the relevant Passenger Transport Service Company through the contact details provided in the General Terms & Conditions of the Passenger Transport Service Company(ies) carrying out the service indicated on the Product.

Supervisory Authority

A complaint can be submitted to the supervisory authority only after the complainant has submitted his/her complaint the above way without satisfactory result. Complaint to the authority must be submitted within 30 days of receiving the complaint procedure's closing document.

Supervisory authority of MÁV-START Co.:

- Authority: Ministry of Innovation and Techonlogy, Deputy Secretary of Transport Regulatory Affairs, Market Supervision and Passenger Rights Department, Railway Administration
- Registered office: Fő utca 44-50., Budapest, H-1011 Hungary
- Mailing address: P.O. Box: 1, Budapest, H-1440 Hungary
- Tel: +36 (1) 373 1405
- Fax: +36 (1) 312 6614
- e-mail: igazgatasiszerv.vasut@itm.gov.hu
- website: <http://www.kormany.hu/hu/innovacios-es-technologiai-miniszterium>

The contact details of the supervisory body of the other company(ies) indicated on the Product can be viewed on the website of the given company.

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 the given passenger transport service provider undertaking.

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.

The passenger transport service provider undertaking 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 the given passenger transport service provider undertaking 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. 01-10-045551
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

Webshop:

- The webshop is designed for use with Google Chrome, Firefox and Safari browsers, of which it is recommended to use the latest version available at all times. Recommended screen resolution: 1920 × 1080 pixels. For mobile devices, the minimum screen resolution is 375 × 667 pixels.

MÁV application:

- Smartphone or tablet using Android 5.1 (or later) or iOS 12.0 (or later) operating system. The application cannot be run on PC.

Adobe Acrobat Reader 8.0 (or later) is recommended to open the electronic Products in pdf format. 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.

An Internet connection is required to access the Service and to download the MÁV application, 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 and English by MÁV-START Co. Language can be set in the Settings menu of the MÁV application and the language selector in the header of the webshop. MÁV-START Co. is only responsible for the Content of the Hungarian, and English version of the System available directly on the website of MÁV-START and in the mobile application. MÁV-START Co. is not responsible for any damages resulting from any other 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 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 and any of its components are the intellectual property of the Service Provider, 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 storage space of the User's own adequate device or printed - exclusively for private usage - however, 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.

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 Terms of Use

Service Provider cares for the presentation of the present Terms of Use to the Users by the publishing of its whole and effective text in the System.

Amendment of the Terms of Use

Service Provider is entitled to amend the present Terms of Use unilaterally, after a prior notification of the Users. The User accepts the amended Terms of Use by the usage of the Service after the coming into force of the amendment - that is a log-in to the System.

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