



Nemzeti Adó-  
és Vámhivatal

online  
számlázó  
program

## General Terms and Conditions

These General Terms and Conditions (hereinafter referred to as „*GTC*”) contain rights and liabilities of

- The National Tax and Customs Administration (hereinafter referred to as „*Supplier*”) as the supplier of the Online Invoice Creator software (hereinafter referred to as („*Software*”); furthermore
- Customers (hereinafter referred to as “*Customer*”) making use the software;
- Customers represented by the natural person (hereinafter referred to as “*Primary User*”) having full access rights, being registered in the Online Invoice System and is acting on behalf of the Customer.

### 1. Data of Supplier

Name of Supplier: National Tax and Customs Administration  
Seat of Supplier: Széchenyi utca 2, H-1054 Budapest, Hungary  
Registry number of Supplier in the Public Register: 789938  
Tax number of Supplier: 15789934-2-51  
Web page of Supplier: <http://nav.gov.hu/>  
Availability of service: <https://onlineszamla.nav.gov.hu>.  
Central phone number of Supplier: +36 1 428 5100  
Central e-mail address of Supplier: [nav\\_kozpont@nav.gov.hu](mailto:nav_kozpont@nav.gov.hu)

### 2. General provisions

2.1. Provisions of these GTC cover all such legal relationships, which aims at utilizing and consuming by the Customer the Software and services connecting thereto, provided by the Supplier (including the usage of the Software via mobile application as well). The Software and services connected to the Software (hereinafter referred to as “*Services*”) and their actual description are available at the Supplier’s web page (hereinafter referred to as “*Web Page*”).

2.2. Customer may utilize and consume Software and Services solely for their intended purposes.

2.3. The Supplier reserves the right to modify, improve and supplement functionality and content of the Software and the Services at any time without prior notice or to cease or terminate the Software and the Services. Furthermore, the Supplier reserves the right to make available additional features and service packages related to the Software.

### 3. Usage

3.1. The Customer registered in the Online Invoice System will receive automatic right to use the Software once these GTC have been accepted by the Primary User.

Users of the Software of the Customer, who are registered in the Online Invoice System, are entitled to use the Software without download on an online interface, via mobile application and free of charge once the GTC have been accepted.

3.2. The Software automatically forwards to the Online Invoice System the invoices issued for domestic taxpayer liable to VAT.

Electronic invoices issued with the Software are provided by the Software with an enhanced security electronic signature, and the Service Provider ensures their archiving for the Customer.

#### 4. **Terms of Use**

4.1. The Software is protected by the copyright law, international copyright treaties and other laws relating to intellectual property. The Customer solely gets right to use the Software. The Customer does not acquire any additional property rights related to the Software. The Supplier reserves the rights not ceded expressly in relation with the software on the basis of these GTC.

4.2. In the meaning of these GTC, the Customer receives not exclusive right, which is not transferable to any third person but users registered in the Online Invoice System, to use the Software.

#### 5. **Support services**

5.1. Using the Software, the following support services (hereinafter referred to as "**Support**") are granted to the Customer:

- a) Customer Service;
- b) Upgrades (modifications, developments, tracking amendments in legal rules).

##### 5.1.1. Customer service

On the availabilities provided on the Web Page and within the time of availability, the Supplier grants to the Customer continuous Helpdesk service and customer service assistance by telephone and via e-mail in connection with the actual and most updated version of the Software. The customer service assistance covers providing information on how to use the Software, furthermore the Supplier receives proposals concerning the Software as well as notifications on errors and complaints. The customer service activities solely cover providing general and ad hoc assistance in relation with the Software that can be provided by telephone and via e-mail. The Supplier assumes setting to checking up notifications on errors and complaints within 48 hours of their arrivals.

##### 5.1.2. Updates and tracking amendments in legal rules

The Supplier assumes continuously following amendments in legal rules affecting the operation of the Software as well as those serving as basis of its operation. Furthermore, the Supplier assumes continuous improvement, modification and optimization of the Software, as a result of complex feature of IT systems and of dynamically changing market

environment. The Supplier makes available for the Customer those Software updates being align with applicable legal rules, which have been prescribed for the IT system and concern existing functions.

5.2. The Support does not contain handling with problems occurring because of the IT environment used by the Customer. Furthermore, the Support does not consist of

- handling problems that can be traced back to dysfunctional operation resulted by not the Software;
- investigating and solving problems and decelerations occurring because of inappropriate infrastructure or internet bandwidth;
- field-survey;
- remote desktop service;
- training and consultation;
- reception of changes in systems supplied by third parties (e.g. data format, data structure);
- investigating and solving problems occurred because of hardware or network problem;
- interventions with hardware that are necessary because of changes in legal rules; spare parts, wage and costs of field-survey related to these interventions.

5.3. The Supplier reserves the right to unilaterally make changes in the scope of free of charge services forming part of the Support.

## 6. **Liability**

6.1. The Software may be solely in such a way and for such a purpose, which complies with the provisions of applicable legal rules, with special regard to taxation and accounting legal rules being actually in force. In the case of different use of the Software, the Supplier may exclude the Customer without prior notification and justification of the Service, especially if it notices any technical manipulation, engineering attack from the side of the given Customer.

6.2. The Customer acknowledges that s/he may use the Software solely at his / her own risk and the Supplier excludes any liability for the Customer's behaviour in the use of the Software. In no event shall the Supplier be liable for adequacy in content of invoices, vouchers, lists and other documents as well as for reality of certain economic operations serving as their basis; performing comprehensive checks in order to verify correctness of these documents falls at all times under the exclusive responsibility and obligation of the Customer.

6.3. The Supplier shall not be liable for direct or indirect damages suffered by the Customer as a result of using the Software. To the extent permitted by applicable legal rules, the Supplier disclaims all liabilities for any kind of loss of revenue or loss of profit, failed opportunity of sale, loss of data, costs ensuing from acquisition of replacing goods or services, property damages, loss of business, loss of business information or for any special, direct, indirect, casual, economic, collateral or consequence damage, with no regard to the way how the damage was caused and to the circumstance whether it stems from contract, negligence or other circumstance making ground for liability if these reasons for liability emerged because of the use of the Software or of its uselessness, even if the Supplier has been previously advised of the possibility of occurrence of such

damages. Furthermore, the Supplier disclaims all liabilities for damages resulting from proper or improper use of the Software or from force majeure. The Customer shall exclusively be liable for saving, archiving and storing his / her data managed by the Software in accordance with the extent, way and regularity, which is necessary to his / her activity and accomplishment of legal provisions.

6.4. On the [www.onlineszamla-test.nav.gov.hu](http://www.onlineszamla-test.nav.gov.hu) interface, the Supplier provides free-of-charge possibility for all Customers to use test concerning the Software in order for the Customer to have an opportunity for getting fully acquainted with operation and functions of the Software.

6.5. As a consequence of the complex feature of the Software and IT system, the Supplier shall not be liable for the errorless and smooth operation of the Software and, respectively, for its compatibility with all IT systems and tools. In order of the safe operation, it is important for the Customer to get acquainted with all available information and follow all instructions and advices before s/he would start using the Software and in the course of operating it. With regard to the aforementioned, the Supplier in no event guarantees that the Software satisfies individual needs generated by the Customer's business processes and it complies with all the user expectations of the Customer.

6.6. The Customer acknowledges that s/he is obliged to provide staff with appropriate skills for efficient use of the system.

## **7. Data protection and data handling**

The Supplier does not record any personal data in the course of providing the Software available.

## **8. Copyrights**

8.1. The Customer acknowledges structure of the Software, all text and graphics contents found in the Software as well as all other IT solutions serving as a basis of operation of the Software are subject to copyright protection.

8.2. Intellectual creations mentioned above shall not be used, utilized, copied or stored in any other form without the previous written authorization of the Supplier.

## **9. Confidentiality**

9.1. The Supplier and the Customer commits themselves to keep in confidence all information, documents and data, which have been disclosed to each other. In connection with their activities, the Supplier and the Customer deem as business secrets all facts, information, solutions or data, in connection with which they have an appreciated interest in keeping it / them in secret.

9.2. The Supplier and the Customer deem as business Secrets particularly the following:

- Business and / or technical kind of data in connection with the Software and services provided by the Supplier;

- Information related to each other's activities, systems, products and services, search and development activities, intellectual creations, business connections and opportunities on the market, financial and other business operations and transactions;
- Third parties' data handled with the obligation of keeping the business secret and are legally disclosed with the consent of the third party, to which the Supplier and the Customer have or can have access in the course of oral and written contacts or in other ways.

9.3. The Supplier and the Customer commit themselves to handle all information and data protected by the law, which deem as secret, in accordance with privacy rules and with at least such kind of care as if it were about their own business secrets. The Supplier and the Customer obliged to refrain from using this information for purposes of other person and from passing it to third parties, not including the case when and concerning which cases the other party has previously and expressly given its written consent to the use or handover.

9.4. The confidentiality obligation shall not logically apply to such data and information, which

- had already been well-known even before the business relationship would have been established or become well-known later on (but not because of the breach of confidentiality obligation);
- had already been legally possessed by one of the parties even before the information or data would have been handed over to each other;
- are public because of legal rules or measures taken by an authority or court.

## **10. Arranging complaints and enforcement of rights**

10.1. The Customer may lodge his / her exceptions and complaints concerning the Supplier's activity and the Software, depending on their kinds, at the availabilities indicated on the Web Page. The Supplier shall reply to exceptions and complaints in electronic way within 30 days.

10.2. Should not the dispute possibly existing between the Supplier and the Customer be settled in the course of negotiations with the Supplier, the Customer may initiate a process at the conciliation body operating together with the professional chamber having competence according to the Customer's seat.

10.3. Furthermore, the Customer is also entitled to enforce his / her claim before the court according to the provisions of the Act CXXX of 2016 on Civil Lawsuit Procedure. For the case of their disputes, the Supplier and the Customer stipulate the jurisdiction of Hungarian courts and the competence of the Central District Court of Buda, provided that a district court possess procedural power in the case.

10.4. The legal relationship between the parties is governed by the Hungarian law, particularly by provisions of the Act V of 2003 on the Civil Code.

## **11. Modification of GTC**

The Supplier is entitled to modify these General Terms and Conditions even unilaterally at any time, together with informing the Customer thereof. The Supplier informs the Customer on amendments on the <https://onlineszamla.nav.gov.hu> interface. The modified provisions become effective against the Customer once they have entered into force, when use of the Software begins or its use continues.

These GTC are effective as of 1<sup>st</sup> of July 2020.

I have read the GTC and accept them.