

General Terms and Conditions  
of EUROGATE Logisztikai Korlátolt Felelősségű Társaság  
in relation to the sale of ferry, bridge, tunnel and rail tickets

Chapter I  
General provisions

1. §

1. These General Terms and Conditions (hereinafter: GTC) set out the terms for the use of the website [www.eurogateferries.eu](http://www.eurogateferries.eu), and the service conditions to be observed by the users (Client/User) of the services available on the website (searching for and purchase of ferry, bridge, tunnel and rail tickets) and EUROGATE Logisztikai Korlátolt Felelősségű Társaság (hereinafter: EUROGATE/Service Provider). Technical information necessary for the use of the website and not included herein is provided in the information notices available on the website. By using the website, the Client acknowledges and accepts the terms set out herein.

The scope of these GTC covers all electronic commercial services provided in the Central and South European area that take place through the [www.eurogateferries.eu](http://www.eurogateferries.eu) website. Matters not regulated herein and the interpretation of this document shall be governed by Hungarian law, especially by the provisions of Act V of 2013 on the Civil Code (hereinafter: Civil Code), Act CVIII of 2001 on Electronic Commerce and on Information Society Services (hereinafter: Ektv.) and Act LXXVI of 2009 on the General Rules of the Commencement and Performance of Service Activities. Obligatory provisions of the relevant legal acts shall govern the parties without special indication.

These GTC shall be effective from 5<sup>th</sup> of April 2023 until withdrawn or modified. EUROGATE shall ensure disclosure of these GTC to the Client/User by publishing the effective and full version on the website [www.eurogateferries.eu](http://www.eurogateferries.eu).

2. Definitions:

- a) General Terms of Transportation: general terms for the services of maritime, inland and rail transportation service providers, as well as road and bridge operators made available by said maritime and inland transportation service providers, which shall be read by the Client/User before using the Services. These terms shall be taken into account by the Client without conclusion of a separate agreement, when they choose an option offered by a maritime, inland, or rail transportation service provider, or road or bridge operator.
- b) Price: the final purchase price in total in EUR – corresponding to the price quotation which is charged by EUROGATE against the Client for the Service provided;
- c) Price quotation: unique booking offer for the passage by ferry, on a bridge, in a tunnel or by rail, which is issued by the ferry ticket administrator to the Client based on the data provided by the Client/User;
- d) GTC: general terms and conditions regulated herein and published on the website [www.eurogateferries.eu](http://www.eurogateferries.eu), in which EUROGATE specifies the rules which apply to the Client using the Services provided by EUROGATE as Service Provider;
- e) EUROGATE/Service Provider:
  - EUROGATE Logisztikai Korlátolt Felelősségű Társaság (abbreviated name: EUROGATE Kft., foreign language company name: EUROGATE Logistics Limited Liability Company; abbreviated foreign language name: EUROGATE Ltd.)
  - registered office (and place of complaint administration): H-1021 Budapest, Hűvösvölgyi út 89.
  - trade registration number: 01-09-919349 /Company Court of Budapest-Capital Regional Court/

- tax number: 14777916-2-41
- general manager authorised to represent the company: **Ádám Nagy**
- email address: [info@eurogate.hu](mailto:info@eurogate.hu)
- phone number: +36 1 889 2500
- **Chamber membership: Chamber of Industry and Commerce (Budapest)**
- hosting service provider: Microsoft Amsterdam
- address of the hosting service provider: Agriport 601, 1775 TK Middenmeer, Netherlands
- email address of the hosting service provider: [support@microsoft.com](mailto:support@microsoft.com)

- f) Parties: Client and Service Provider/EUROGATE;
- g) User: User's colleagues who manage the Booking / Online Booking via the Website;
- h) Personal data of the User: personal information concerning the User, provided by the User during Registration and processed by EUROGATE for the performance of the Service;
- i) Booking: booking services other than Online Booking, which correspond to the booking (by EUROGATE) of a journey based on the data provided by the Client in the order in the form specified herein;
- j) Booking Order: order submitted by the Client in the form and content set out in the GTC for booking a Crossing point;
- k) Booking Number: unique number generated at the end of the booking process, during the Booking/Online Booking, sent to EUROGATE and forwarded by EUROGATE to the Client/User;
- l) Ferry ticket administrator: employee of EUROGATE who performs Bookings based on the Booking Orders received from the Client on behalf of EUROGATE, and provides information on the Services provided based on these GTC;
- m) Online Booking: a service directly available to the Client via the booking interface on the Website operated by EUROGATE in the booking system of the Operator, under the terms specified herein, which is secured by a user name and a password;
- n) Registration: provision of data, including personal data necessary for the use of the Services and the creation of an account on the Website;
- o) Registration interface: an interface available on the Website which is used by the Client/User during Registration;
- p) Contract: agreement concluded between the Parties without their simultaneous physical presence for service provision by the use of a telecommunications network – including electronic service provision, based on which the Service Provider undertakes to provide the Service for the Client under the terms set out herein, and the Client undertakes to pay the Price to the Service Provider (agreement for the use of the ferry ticket booking system between the Service Provider and the Client); the Contract may only be concluded by persons with full capacity and authorised to act on behalf of the Client;
- q) Services: services provided by EUROGATE on the territory of ferry passages, bridges, tunnels, railways /hereinafter: Crossing Place(s) or Crossing Points/, including the Online Booking via the Website for the purchase of tickets necessary for the use of Crossing Places, under the terms set out in the GTC;
- r) Client: a legal person or other entity without legal personality, who concluded a Contract with the Service Provider for the use of Services provided by the Service Provider via the Website and under the terms set out in the GTC;

- s) Client Profile: unique Client Profile created as a result of the Registration, through which the Client may order Online Bookings;
- t) Operator: ferry owner, ferry company, operator of the ferry line, operator or manager of roads, bridges or tunnels, and their agents, with whom/which EUROGATE has concluded a contract in order for the Client to use the Services which fall under the scope of the GTC;
- u) Website: website of the Service Provider available on the electronic address [www.eurogateferries.eu](http://www.eurogateferries.eu) through which the Service Provider provides Services to its clients;
- v) AUTOLIST: the list of vehicle registration numbers sent by the Customer to EUROGATE by e-mail, which list is registered by EUROGATE with the individual ferry companies in order to ensure a quick departure without purchasing a ferry ticket in advance.

3. The provision and use of Services available via the Website takes place through the ICT (Information and Communications Technology) system which enables data processing and storage, as well as data transmission and receipt through the telecommunications network, in accordance with the effective legislation.

4. A device with internet connection and a web browser supporting SSL (Secure Socket Layer) secured connections are necessary for using the Services. In addition to the above, for the appropriate operation of the Website, the User must allow the 'Cookies' option on their computer or device.

5. The Client shall ensure that the devices and software used by the Client for the use of the Website are appropriately secure by the following:

- a) using exclusively legal software, updating such software regularly and installing system updates in accordance with the manufacturers' recommendations,
- b) using up-to-date anti-virus and anti-spam software and a firewall,
- c) using the newest versions of web browsers,
- d) using passwords that protect against unauthorised access to third party computers.

6. The Services may only be used under the terms set out in the GTC.

7. Before starting to use the Website, and especially the Services, the User shall read the GTC and the Data Protection Notice incorporated herein by reference, and accept the terms set out therein.

8. Before submitting a Booking/Online Booking, the User shall read all terms applied during the performance of the services provided by the Operator, including the GTC, with specific regard to the conditions for the maximum permissible vehicle mass, the maximum permissible axle load, the height and width of the vehicle, and the transportation of animals, waste or hazardous goods. The User acknowledges that the Operator is entitled to refuse performance of the service, especially if

- a) the data provided by the User in the Booking, Online Booking are missing, incorrect or false;
- b) the driver of the vehicle infringes the terms set out in the GTC or other terms of the Operator, or the effective legal provisions.

Refusal to perform the services by the Operator does not entitle the User to submit any claims against EUROGATE, unless the refusal has occurred exclusively for a reason attributable to EUROGATE.

9. The User shall refrain from any and all acts that infringe the intellectual property rights of the Service Provider.

10. The User shall refrain from any and all activities that may hinder or disturb the operation of the Website. The User acknowledges that, should the User hinder the operation of the Website in an unauthorised manner or breaches the framework of its rights, or should the User change, delete or

make unavailable any data on the Website in an unauthorised manner or breaches the framework of its rights, it may be deemed a crime in accordance with Section 423 (2) of Act C of 2012 on the Criminal Code (Breach of Information System or Data).

11. The Client acknowledges that the full content of the Website is copyright protected. It is forbidden to disclose the full content of the Website to any third party and use it in any form that may harm the economic interests of EUROGATE.

## Chapter II Rules of cooperation

### 2. §

1. These GTC shall serve as the basis for the Services provided to the Client, based on which EUROGATE performs the booking service related to the Crossing Point in question, taking into account the Booking Order, for the payment of the routes agreed by the Parties.

2. Bookings are final if EUROGATE has confirmed their acceptance.

3. EUROGATE performs Bookings for the Client on its on behalf. None of the provisions of these GTC may be interpreted in such a way that EUROGATE performs services identical to those provided by the Operators, or acts as a direct or indirect agent of the Operator towards the Client.

## Chapter III Terms related to the provision of the Booking Service

### 3. §

1. These GTC shall be incorporated by reference into any and all other contracts concluded by EUROGATE with the Client in a form different from those set out in Chapter IV of these GTC. Submission of a Booking Order shall be considered identical to the acceptance of the terms of this Policy and the conclusion of a contract for the provision of Services, without concluding a separate contract.

2. For the Booking, the Client shall send a Booking request by electronic mail to EUROGATE.

3. The Booking Order shall include the following elements:

- a) date and time of the planned Crossing, considering the fact that these may modify the price;
- b) the itinerary;
- c) the Operator, only if, based on the Price list, it is possible to choose the Operator on the itinerary;
- d) licence plate number of the towing vehicle and trailer;
- e) total length of the vehicle in meters;
- f) the price agreed by the Client;
- g) number of drivers;
- h) width of the vehicle;
- i) any possible oversizing;
- j) indication of the fact that the transported goods are hazardous goods (ADR);
- k) User's name.

4. The Client shall only be liable for the accuracy, completeness and validity of the data included in the Booking Order. Correction of any errors in the provision of data: the Client/User may go back to the previous phase in each case before completing the purchase process, where they can correct the entered data.

5. If the usual means (email, online booking system) for placing a Booking Order are not available, EUROGATE shall enable the submission of orders orally (by phone) or digitally (SMS) by the person authorised to do so. For booking orders on behalf of the Client. EUROGATE shall confirm orally submitted Booking Orders to the Client (as specified in Section 4 (2) of the GTC, by sending a Booking number), immediately after the obstacles have been removed.

6. EUROGATE enables customers to submit an AUTOLIST. If a vehicle - with the license plate on the AUTOLIST - arrives at the given port, the given ferry company will allow the vehicle onto the ferry without a ferry ticket, only on the basis of the AUTOLIST registered by EUROGATE with the given ferry company, and after departure - after the fact - the given ferry company will issue an invoice with the registration number of the given vehicle to EUROGATE. EUROGATE will invoice the Customer for the invoice thus received from the given ferry company. In the case of sailing with AUTOLIST, the ferry ticket issued by the Operator - subsequently - appears in the Customer Profile each time. The Customer acknowledges that if the Customer fails to notify EUROGATE by electronic mail of the change or deletion of the registration number(s) on the AUTOLIST, EUROGATE shall not be held responsible for the consequences of such failure.

#### 4. §

1. EUROGATE receives and processes orders every day of any calendar week. The ferry ticket administrator employed by EUROGATE performs activities related to the confirmation and completion of Booking Orders on behalf of EUROGATE.

2. After receipt of a valid Booking Order, EUROGATE shall immediately send the Booking number generated by the Operator to the Client/User.

3. EUROGATE shall immediately send the Booking number generated by the Operator to the Client by email or, at the User's request, by digital means (SMS) or phone.

4. If it is not possible to complete the Booking Order, EUROGATE shall inform the Client of the reason for refusal on or before the end of the business day on which the Booking Order arrived, if possible, with the indication of the available booking date closest to the date of the Booking Order.

5. When EUROGATE forwards the Booking number to the Client, it shall be considered appropriate completion of the Booking by EUROGATE, and shall be considered identical to the acceptance of the terms of these GTC and the conclusion of a Contract.

6. The User may terminate the use of the Service or may cancel the Contract at any time. The legal consequences of such measures are specified in the legal provisions relevant to the legal nature of the service provided and the facts, and in the provisions of these GTC and the General Terms of Transport. The User acknowledges that any failure to provide prior information concerning the cancellation of the Service may result in the payment of a fee corresponding to the price for the Service or any other additional fee (such as absence fee).

### Chapter IV

#### Terms related to the provision of the online booking service

#### 5. §

1. These GTC shall be incorporated by reference into any and all other contracts concluded by EUROGATE with the Client for the provision of Services by electronic means. The

- a) commencement of the use of the Services subject to these GTC or
- b) the acceptance (checking) of the GTC during Registration and the first login, or
- c) logging in to the Online Booking system during the use of the website [www.eurogaterferries.eu](http://www.eurogaterferries.eu)

shall mean acceptance of these GTC, and conclusion of an agreement between EUROGATE and the Client, without the conclusion of a separate contract.

2. Should the Client make a booking via Online Booking, the provisions of this chapter shall be governing. Matters not regulated in this chapter shall be governed by the other provisions of the GTC.

#### 6. §

1. The Services may only be used after registration. Placing the first online booking may be possible after completing the Registration.

2. Registration takes place by completing the Registration interface available at the electronic address [www.eurogateferries.eu](http://www.eurogateferries.eu).

3. By completing the Registration interface and submitting it to EUROGATE, the Client states that:

- a) their data and the personal data of the User(s) are complete and valid,
- b) they have read and accepted these GTC, and the Data Protection Policy incorporated therein by reference, and
- c) they undertake to comply with the provisions of the GTC and the Data Protection Notice incorporated therein by reference.

4. In order to confirm the Registration, EUROGATE shall send the information confirming the Registration and the creation of the Client's own profile to the Client's email address provided during the Registration.

5. The Client shall place Online Bookings via the booking interface available at [www.eurogateferries.eu](http://www.eurogateferries.eu).

6. For the Online Booking, the User shall receive a unique user name and password from EUROGATE. In the case of transferring the username and the password, the Client shall be liable for their security and eventual use by unauthorised persons.

7. The Online Booking system may only be used if the Client accepts the Price quotation.

#### 7. §

1. EUROGATE shall be entitled to block the Client's access to Online Booking in duly justified cases, and shall inform the Client thereof.

2. The Client may waive the possibility of Online Booking at any time, and may request immediate blocking of access based on the username and the password.

3. After Registration, the Client is entitled to change the username and password received from EUROGATE at any time. Upon first login, the system forces the User to amend the password received from EUROGATE. The Booking System has a function that allows assignment of new Users by the Client. The Parties acknowledge that the Users are persons who are entitled to submit a Booking Order/Online Booking Order on behalf of the Client.

#### 8. §

1. During Online Booking, the Client shall strictly follow the instructions on the Website.

2. The Client acknowledges and accepts any and all information and instructions on the website concerning the Online Booking.

3. During the Online Booking, the Client or the User acting on their behalf shall manage the booking, at the end of which process (by clicking on 'proceed to check out') the Client or the User acting on

their behalf will receive the unique number generated by the booking system of the Operator and forwarded to EUROGATE (a.k.a. the Booking number).

4. The Client shall be fully liable for their acts during the Online Booking, and for their acts not attributable to them, including those errors which arise from the hardware or software characteristics of the Client's computer.

5. The Client shall act thoughtfully and carefully during the Online Booking, taking into consideration the consequences of each activities performed after logging in to the Online Booking system.

6. The Client shall ensure that their username and password are not disclosed to unauthorized persons and, should this occur, the Client shall assume liability for all consequences of the acts performed by such unauthorized persons. In such events, EUROGATE may provide help to the Client in order to prevent or terminate (if possible) the acts of such persons.

7. Should the Client cancel a Booking previously generated in the system, it shall notify EUROGATE without delay, but no later than 24 hours prior the departure.

#### 9. §

1. The contract for the provision of electronic services shall terminate automatically, without submitting any further statements when the User leaves the Website based on which the Service becomes available, unless the User made a legally binding online booking. In the latter case, the Contract shall terminate under the terms set out by the Parties or in these GTC.

2. The contract for the provision of the Online Booking Service shall terminate at the time when the relevant Operator considers the use of the service completed on the itinerary for which the User made a booking in compliance with the GTC.

### Chapter V Settlement between the Parties

#### 10. §

1. EUROGATE shall complete payment of the transport fee for the service performed to the Operator directly, on its own behalf, as part of the Booking/Online Booking.

2. The Client shall pay EUROGATE the price set out in the Price quotation, which shall include the amount of the transport fee and the margin due to EUROGATE.

#### 11. §

1. The Client shall pay for the Bookings and Online Bookings based on the invoices issued by EUROGATE after submission of the Bookings/Online Bookings. The final amount to be paid shall include all costs, based on the summary of the order. By placing the Order, the Client acknowledges their obligation to pay.

2. The Client shall pay the Price either by **bank remittance** to EUROGATE's bank accounts indicated on the invoices within the deadline for payment indicated on the invoice, by **bank card payment**, or by **prepayment**. If the latter payment method is chosen, the Client shall pay the full Price based on a pro forma invoice in advance, and EUROGATE shall complete the Booking Order thereafter.

3. Bank card payment

The online payment system of the Website is provided by Wordline Financial Services (Europe) S.A. Connection to the online payment system and bank card data processing is performed by Wordline Financial Services (Europe) S.A., through a secure SSL connection. Upon bank card payment, the

Client is redirected by the Website to the payment page of Wordline Financial Services (Europe) S.A., therefore the payment takes place directly on the page operated by Wordline Financial Services (Europe) S.A., in accordance with the rules and safety provisions of international card companies, and not on the Website. By this, the Client's data stay secure, and a direct message on the successful or unsuccessful transaction is sent to the Client.

In technical terms, the purchase takes place as follows: after choosing the bank card payment method, the Client's browser is redirected to the secure website 'http://saferpay.com/api', where the card holder provides its bank card data, therefore, they are not disclosed to EUROGATE or any other unauthorised person. The data provided can only be seen on the bank's server and the Client's device. After a successful transaction, the Client's browser is redirected to the Website where EUROGATE confirms the successful purchase.

For this method of payment, the final invoice will be issued after the payment was completed.

The following data are necessary for the bank card payment:

- Card number: 13-19-digit number printed or embossed on the front side of the card;
- Expiry date: number in mm/yy format printed or embossed on the front side of the card;
- Verification code: last three digits of the sequence of numbers on the signature panel on the card's back side (CVV2 or CVC2); if there is no such code on the Client's card, the relevant field on the payment page shall be left blank.

On the above-mentioned website (<http://saferpay.com/api>), it is possible to pay by cards issued by larger international networks (such as Visa, MasterCard, American Express, Electron, Maestro), in accordance with the current terms of Wordline Financial Services (Europe) S.A.

4. EUROGATE reserves the right to terminate, temporarily or permanently, any of the payment methods.

5. The payment date is indicated on the invoice, and the date of payment is calculated from the date of the invoice.

6. The date of payment shall be the day on which the amount of payment is credited to EUROGATE's bank account referred to in the above Section 2.

7. By accepting these GTC, the Client agrees to the invoices being issued in electronic form and sent in PDF format.

## 12. §

1. EUROGATE may provide a credit limit for the Bookings and Online Bookings, based on which EUROGATE provides the Client with a deferred payment deadline.

## 13. §

1. The Price shall be identical to the amount expressed in EUR (euros) indicated in the Price quotation.

2. EUROGATE's Price quotation may be modified by delivery of a new Price quotation by email. Prices indicated in the new Price quotation are valid from the date indicated in the new Price quotation.

## 14. §

1. The Price shall be specified pursuant to the content of the Booking. Prices calculated by the Client in the content of the Booking Order are indicative and may not be regarded as a price quotation. Should the price provided by the Client on the Booking Order differ from the Price quotation, the conditions in the Price quotation shall govern. In this event, EUROGATE shall calculate the correct



price based on the Price quotation and other content of the Booking Order. Should EUROGATE find any errors in the price calculation after the invoice is issued, it shall issue an amending invoice.

2. If the Client uses the Booking with different terms to those provided on the Booking interface (such as if the Client indicated a consignment with different length, width or type, or a different shipping date), the Operator may invoice EUROGATE for an amount higher than that indicated in the Booking Order; this higher amount shall be invoiced by EUROGATE to the Client without delay.

3. The Client is obliged to do all it can to prevent the situations mentioned in the previous paragraph. If, within one calendar month, this situation takes place more than twice (based on the date of Crossing), EUROGATE is entitled to terminate the Contract with immediate effect.

#### 15. §

Should the Client have any claim against EUROGATE, the Client is not entitled to set off such claims against EUROGATE's claims against the Client.

#### 16. §

1. Should the Client be late with their payment for more than 7 (seven) days, EUROGATE is entitled to suspend the acceptance of further Booking Orders, and block Online Bookings without any prior notice until the Client has paid their debt.

2. Should the Client be late with the payment for more than 7 (seven) days then, in addition to Section 1, EUROGATE shall initiate a order for payment procedure against the Client after its unsuccessful notice for payment without delay.

#### 17. §

1. The Client has no right to claim repayment of already paid amounts or request the cancellation of the agreed Price if the Client does not use the ordered Booking for a reason that is not directly attributable to EUROGATE.

2. However, if the Operator charges the unused Crossing towards EUROGATE then EUROGATE shall invoice this amount to the Client. In individual, duly justified cases, EUROGATE may decide not to charge the fee described herein to the Client.

### Chapter VI Liability

#### 18. §

1. EUROGATE shall not assume liability for any damage occurring to the Client which arises from the fact that the Client/User uses the devices and software for the Website in a manner that does not comply with Section 1 (5) of these GTC.

2. EUROGATE shall not assume liability for the accuracy, completeness and validity of the data disclosed by the Client/User.

3. Should there be any irregularities during the use of the Website or any circumstances that may endanger the interests of the Client or EUROGATE, EUROGATE shall be entitled to block the access to the Website for a period specified by EUROGATE. EUROGATE shall not assume liability for blocking access to the Website as mentioned herein.

4. EUROGATE shall not assume liability in cases where the Website is not available for a reason not attributable to EUROGATE.

5. For security purposes and for any reason not attributable to EUROGATE, EUROGATE may temporarily suspend access to the Website for the period necessary for the termination of any threats or irregularities. EUROGATE shall not assume liability for the temporary suspension of the Website as mentioned in this section.

6. EUROGATE shall not assume liability for the following:

- a) ferry breakdowns, bridge, tunnel or road blockages or railway breakdowns;
- b) force majeure damages caused to the Client or circumstances that hinder the provision of EUROGATE's services (including among others strikes [except for strikes by EUROGATE's employees], blockade of the port entrance, demonstrations, other measures by authorities and deficiencies of telecommunications networks), even if the Operator is liable for the circumstances which hinder the provision of EUROGATE's services;
- c) for any damages occurred to the Client which are the result of the unavailability of the workforce or other services necessary for the Operator;
- d) for any damages occurred to the Client as a result of an electricity breakdown, fire, explosion or theft, unless the damage occurred for a reason attributable to EUROGATE;
- e) for any damages occurred to the Client that are the consequence of the Client's or their employees conduct;
- f) for any damages occurred to the Client which are the result of any damage to the cargo that occurred during transport;
- g) for any damages occurred to the Client due to the early arrival or departure of the ferry;
- h) for the state of the transported cargo;
- i) for any damage occurred due to the inappropriate placement or securing of the Client's vehicle or the cargo on it;
- j) for any damages occurred to the Client, the prevention of which requires expert knowledge or technical supervision, and which the Client failed to provide;
- k) for any consequences which are the result of the insufficient or incorrect data provision necessary for the Booking by the Client/User;
- l) for any damage occurred to the Client which is the result of the physical, chemical or biological characteristics of the goods transported by the Client or other participants in the journey on the ferry, bridge, tunnel or railway;
- m) for any damage occurred to the Client and the Client's employees that is the result of any movement of the Client's vehicle on the ferry or rail, including embarking or disembarking.

7. EUROGATE shall not assume liability for any acts or failures of the Operator, its employees or other carriers. Should the Client have any claims against the Operator then, at the Client's written request, EUROGATE shall ensure assignment of the relevant rights and necessary support.

8. EUROGATE's liability under this contract shall not include any loss of profits and, with the exception of wilful misconduct, it shall be limited to the amount which corresponds to the price for the Booking/Online Booking with respect to which the damage has occurred. This amount is the amount set out in the Price quotation valid for the Booking or Online Booking in question, calculated at the average exchange rate published by the National Bank of Hungary on the day before the payment of any compensation.

9. EUROGATE shall not assume liability for the delay of any ferry or rail service, or the delay of the goods transported by the Client. EUROGATE shall not assume liability for the consequences of any delay described in this section, such as loss of profits, loss of income or loss of contracts, workforce expenses, inspection costs or any other indirect or consequential damage or loss.

## 19.§

1. The Client shall only be liable for the acts and failures of their own or of the Users.

2. Should any claim arise against EUROGATE with respect to the operation or failure of third parties, the Client shall exempt EUROGATE from payment for such claims, and the Client shall ensure that such third parties do not claim any compensation from EUROGATE for such claims.

## Chapter VII Complaints

### 20. §

1. The Client may submit their complaints related to the Services provided to EUROGATE via the Website. Complaints may be submitted by electronic means to EUROGATE's electronic address ([ferry@eurogate.hu](mailto:ferry@eurogate.hu)) or via the complaint form on the Website.
2. In order to ensure that EUROGATE may appropriately remedy the complaint, the complaint must be submitted to EUROGATE without delay after the occurrence of the reason for complaint. Complaints submitted more than 60 days after the occurrence of the reason for complaint will not be handled; the Client shall be informed thereof in a manner which allows the Client to respond. EUROGATE shall not assume liability and may not be obliged to pay compensation for the failure or delay of handling and answering complaints which have been submitted in an inappropriate form, in a manner that does not allow identification, or via a channel other than those specified in the GTC for this purpose for a reason attributable to the User.
3. The complaint shall include the detailed description of the problem and the contact details of the complainant as necessary for responding to the complaint.
4. The Service Provider shall, without delay, examine and (if necessary) remedy the complaint submitted by the Client with respect to the services provided by it, or if it does not agree with the complaint, shall inform the complainant thereof. If examination of the complaint is not immediately possible, it shall notify the Client thereof without delay of and give the expected date on which the complaint will be answered. EUROGATE shall answer the Complaint no later than within 30 days after its receipt, and shall send its response to the Client's email address provided during Registration.
5. Should EUROGATE reject the complaint, EUROGATE shall inform the Client in writing of its reasons and the authority before which the Client may initiate a procedure with its complaint, as well as any other forms of unofficial or extrajudicial dispute resolution, together with the information necessary for the initiation of such a procedure or any form of dispute resolution.

## Chapter VIII Closing provisions

### 21. §

1. Matters not regulated within the GTC shall be governed by the generally applicable provisions of Hungarian law.
2. The GTC shall be available at the website [www.eurogateferries.eu](http://www.eurogateferries.eu) under the tab entitled 'GTC', from where it can be downloaded and printed.
3. The Data Protection Notice of the [www.eurogateferries.eu](http://www.eurogateferries.eu) online ticket sales system may be available and downloaded on the Website, under the tab entitled 'Data Protection Notice'.
4. EUROGATE makes available the content of the [www.eurogateferries.eu](http://www.eurogateferries.eu) online ticket sales system in the Hungarian, English, Polish and Romanian languages. The language may be modified with the language selector in the header of the Website. EUROGATE assumes liability only for the Hungarian, English and Romanian content translated by EUROGATE and directly available on the [www.eurogateferries.eu](http://www.eurogateferries.eu) online ticket sales system.
5. EUROGATE reserves the right to modify the GTC. Contracts concluded after publication of the amended GTC shall be governed by the new provisions of the GTC.

6. All letters addressed to EUROGATE shall be sent to its correspondence address (EUROGATE Logisztikai Korlátolt Felelősségű Társaság, H-1021 Budapest, Hűvösvölgyi út 89.) or electronically to the following email address: [ferry@eurogate.hu](mailto:ferry@eurogate.hu).

7. The Service Provider reserves the right to terminate the provision of Services temporarily at any time for the maintenance, update and technical development of the Website. The Service Provider shall publish an information notice thereof on the Website in advance.

8. The Parties shall endeavour to resolve disputes arising from these GTC in an amicable way. The Parties acknowledge that EUROGATE's online ferry, bridge, tunnel and rail ticket sales system ([www.eurogateferries.eu](http://www.eurogateferries.eu)) operates and is maintained in Hungary. Since the Website may be visited from other countries as well, the Client expressly acknowledges that the Hungarian law shall govern the relations between the Client and EUROGATE. The Parties agree to submit to the jurisdiction of Budapest District Courts II and III.

Budapest, 5 April 2023

EUROGATE Logisztikai Korlátolt Felelősségű Társaság  
Represented by: Ádám Nagy, General Manager