



Belügyminisztérium

eSzemélyi Kliens

Az eSzemélyi Kliens végfelhasználói szerződése - EULA

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A végfelhasználói szerződés által támogatott programverziók: eSzemélyi Kliens v1.5.22.

Dokumentum információ: A mindenkor hatályos és támogatott 1.5-ös verziójú eSzemélyi Kliensre kiterjed.

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1 Bemutakozás

Köszönjük, hogy letöltötte és telepíti az **eSzemélyi Kliens alkalmazást** (a továbbiakban: alkalmazás).

Jelen dokumentum az alkalmazáshoz kapcsolódó végfelhasználói szerződés, amely tartalmazza szoftvercsomag felhasználási feltételeit, adatkezelési szabályait, szerzői jogait, frissítésekkel kapcsolatos információit és a használatára vonatkozó korlátozásokat.

Kérjük, hogy az alkalmazás telepítése, másolása és/vagy használata előtt olvassa el figyelmesen az alábbi feltételeket, és amennyiben egyetért, fogadja el.

Amennyiben az alkalmazás végfelhasználói nyilatkozatával nem ért egyet és a telepítés során nem fogadja el a végfelhasználói szerződés (EULA) feltételeit, úgy nem jogosult az alkalmazás telepítésére, használatára.

Az alkalmazás elidegeníthetetlen részét képező „**Kártyakezelő Alkalmazás komponens**” az **eSzemélyi Kliens** szoftvercsomag alapvető része, ami lehetővé teszi a lenti funkciók és műveletek elvégzését a PC-s környezetben.

Az eSzemélyi Kliens egy kártyakezelő alkalmazás, amely az elektronikus személyazonosító igazolvány (a továbbiakban: eSzemélyi) folyamatainak támogatását hivatott biztosítani. Az alkalmazás célja, hogy biztosítsa a biztonságos kommunikációt az eSzemélyi és a felhasználó által használt alkalmazások között.

Az alkalmazás használatához a felhasználónak az alábbi eszközökkel szükséges rendelkeznie:

1. 2016. január 1-jét követően kiállított, tároló elemmel rendelkező eSzemélyi,
2. támogatott kártyaolvasó, amellyel kapcsolatban további információk elérhetők a https://eszemelyi.hu/kartyaolvaso/kartyaolvaso_altalanos_informaciok weboldalon,
3. támogatott operációs rendszer.

A tároló elemet is tartalmazó megújult eSzemélyi az alábbi **funkciókkal** rendelkezik:

1. Elektronikus úti okmány funkció (ePASS)

Az okmány ezen funkciója a 2000-2015 között kiállított személyazonosító igazolványok által is gyakorolható utazási jogot magasabb technikai és biztonsági szinten valósítja meg. Ez a funkció tehát nem kiváltja az útlevelet, hanem – az elektronikus térben – annak a biztonsági szintjére emeli a személyazonosító igazolványt.

2016. január 1-jétől az eSzemélyi segítségével a reptéri határátlépések során a zsilipkapus beléptető rendszereket is használhatja az állampolgár, amennyiben az okmány igénylésekor kérte az ujjnyomat rögzítését a tároló elemen.

2. Elektronikus azonosítási funkció (eID)

Az eID (elektronikus azonosítás) kártyafunkció más azonosítási rendszernél magasabb határfokkal és biztonsági szinten valósítja meg az elektronikus kormányzati és e-közigazgatási rendszerek igénybe vételéhez szükséges elektronikus azonosítás/hitelesítés funkciókat.

3. Elektronikus aláírás funkció (eSIGN)

Az eSIGN kártyafunkció alkalmas elektronikus dokumentum minősített elektronikus aláírással történő ellátására, teljes bizonyító erejű magánokirat elektronikus elkészítésére. Az elektronikus aláírás funkció a polgár által szabadon választható funkció, az okmány igénylésekor vagy akár azt követően, az okmány érvényességi ideje alatt bármikor lehetősége van a szolgáltatás igénylésére.

A dokumentumokat az ingyenesen telepíthető Kormányzati Elektronikus Aláíró és Aláírásellenőrző Szoftverrel (KEAASZ) lehet aláírni, időbélyegezni, valamint ellenőrizni az elektronikus aláírások érvényességét. A KEAASZ és a telepítési, felhasználói útmutatója a <https://eszemelyi.hu/letoltesek> weboldalon érhető el.

4. Közösségi közlekedési funkció (szolgáltatásazonosító)

A szolgáltatásazonosító segítségével különböző szolgáltatások (pl. jegy- és bérletvásárlás, illetve ezek érvényesítése egyes közlekedési szolgáltatóknál) vehetőek igénybe eSzemélyi okmánnyal.

Az alkalmazás az alábbi legfontosabb feladatokat látja el:

- a) Az eSzemélyihez tartozó PIN kódok kezelése
 - i. **CAN szám:** az eSzemélyi arcképet tartalmazó oldalának középső részén található 6 számjegyből álló számsor.
 - ii. **e-Azonosítás aktiváló PIN:** az eSzemélyihez tartozó aktiváló PIN kód, amely az eSzemélyihez tartozó PIN kód létrehozásához szükséges 5 számjegyből álló aktiváló adat. Az e-Azonosítás aktiváló PIN kódot az okmány igénylésekor megkapott borítékban található „Személyazonosító igazolvány kód kártya” tartalmazza.

- iii. **e-Azonosítás PIN:** az eSzemélyihez tartozó PIN kód, amely az okmány elektronikus úton történő használatához szükséges, az okmány birtokosának hozzáférési jogosultságát ellenőrző adat, amely az állampolgár által tetszőlegesen választott 6 számjegyből áll.
 - iv. **e-Aláírás aktiváló PIN:** az elektronikus aláíráshoz tartozó aktiváló PIN kód, amely az elektronikus aláíráshoz tartozó PIN kód létrehozásához szükséges 5 számjegyből álló aktiváló adat. Az e-Aláírás aktiváló PIN kódot az e-aláírás igénylésekor megkapott borítékban található „Elektronikus aláírás kód kártya” tartalmazza.
 - v. **e-Aláírás PIN:** Az elektronikus aláíráshoz tartozó PIN kód, amely az elektronikus aláírás létrehozásához szükséges, az aláíró hozzáférési jogosultságát ellenőrző adat, amely az állampolgár által választott, tetszőleges 7 számjegyből áll.
 - vi. **PUK kód:** Az eSzemélyihez és az elektronikus aláíráshoz tartozó PIN kód többszöri sikertelen megadása után használható feloldóadat, amely véletlenszerűen generált 10 számjegyből áll. Azonos PUK kód tartozik az eSzemélyihez tartozó PIN kód és az elektronikus aláíráshoz tartozó PIN kód cseréjéhez.
- b) Lehetővé teszi az eSzemélyi e-Azonosítás és e-Aláírás funkcióinak aktiválását, valamint azok PC-s környezetben történő elérhetőségét különféle alkalmazások számára,
 - c) Lehetővé teszi az e-Azonosítás aktiváló PIN és az e-Aláírás aktiváló PIN cseréjét, aktiválást követően az e-Azonosítás PIN és e-Aláírás PIN cseréjét,
 - d) Segítségével megjeleníthetők a csatlakoztatott kártyaolvasóval és az eSzemélyi státuszával kapcsolatos információk,
 - e) Lehetővé teszi az e-Aláíráshoz tartozó tanúsítvány kiolvasását, megjelenítését. Windows operációs rendszerben regisztrálja azt a tanúsítványtárba. Az e-Aláírás funkció használata során az aláírás értékét és a tanúsítványt továbbítja a felettes alkalmazásnak.

2 Felhasználási és Adatvédelmi Szabályok

§ 1. Az **alkalmazás** telepítésére és használatára vonatkozó végfelhasználói szerződés, a Belügyminisztérium (a továbbiakban: BM) és az alkalmazást letöltő/telepítő természetes személy felhasználó között jön létre.

§ 2. Az alkalmazás telepítésével, másolásával, illetve bármilyen egyéb módon történő használatával Ön elismeri, hogy a jelen szerződésben foglaltakat elolvasta és tudomásul vette, valamint annak feltételeit kötelező érvénnyel elfogadja.

§ 3. Elismeri továbbá, hogy az alkalmazás illetéktelen másolás és/vagy korlátlan használat ellen védett, s ilyen védelmet biztosító szoftvervédelmi kulcsokat tartalmazhat, és Ön az összes ilyen védelemmel együtt elfogadja az alkalmazást.

- a) Tudomásul veszi, hogy az alkalmazás letöltésével és telepítésével, valamint jelen végfelhasználói szerződés elfogadásával, a végfelhasználó a szerzői jogi védelmi idő fennállása alatt időben és térben nem korlátozott, nem kizárólagos felhasználási jogot kap az alkalmazás használatára.
- b) Az alkalmazás kizárólag az eSzemélyivel kapcsolatban használható, egyéb irányú felhasználása nem megengedett.

§ 4. Adatvédelmi okokból az alkalmazás használatakor a használat helye nem kerül sem lekérésre, sem felhasználásra.

§ 5. Ha Ön nem fogadja el a jelen végfelhasználói szerződés feltételeit, vagy nem azoknak megfelelően jár el, akkor nem válik jogosulttá az alkalmazás használatára.

3 Az Alkalmazás Használata

§ 6. Az alkalmazás használatával kizárólag Ön és a BM között jön létre jogviszony, ebből következően Ön, az alkalmazással és a szolgáltatással összefüggésben keletkezett bármilyen igényét csak és kizárólag közvetlenül a BM-mel szemben jogosult érvényesíteni.

§ 7. Az alkalmazás használatához internetes adatkapcsolatra is szükség lehet, amely költséget generálhat. A BM nem vállal felelősséget az internetes adatkapcsolat esetleges hibáiért.

§ 8. Az alkalmazással kapcsolatban tájékozódjon a <https://eszemelyi.hu/> weboldalon. Az eSzemélyi Kliens alkalmazással felmerült bármilyen probléma esetén kérem, vegye fel a kapcsolatot a Kormányzati Ügyfélvonal munkatársaival (telefon: 1818, e-mail: 1818@1818.hu).

4 Szerzői Jogok

§ 9. Az alkalmazás és az alapjául szolgáló számítógépi programalkotás a szerzői jogról szóló 1999. évi LXXVI. törvény és egyéb, a szellemi alkotásokra vonatkozó jogszabályi rendelkezések védelme alatt áll.

- a) Tudomásul veszi, hogy az alkalmazás letöltésével korlátozott és nem kizárólagos, nem átruházható felhasználási jogot szerez, tulajdonjogot nem.
- b) Az alkalmazáshoz és a számítógépi programalkotáshoz fűződő minden vagyoni jog jogosultja az ID&Trust Kft. Az egyes felhasználási módok – így különösen, de nem kizárólagosan a többszörözés, terjesztés, átdolgozás – engedélyezésére a szerzői jog jogosultja, az ID&Trust Kft. kizárólagosan jogosult. (A számítógépi programalkotás,

ideértve a forráskódot is, vonatkozásában a szerzői jog jogosultja az ID&Trust Kft. A szabad felhasználás esetei a „§ 21.” -ban találhatóak.)

- c) Az alkalmazás szerkezete, felépítése és kódja a BM és a jogtulajdonos szakmai és üzleti titkának, bizalmas információjának minősül.
- d) Az alkalmazás felhasználására kizárólag a végfelhasználói nyilatkozat feltételei alapján van lehetőség.

5 Adatok Kezelése

§ 10. Az eSzemélyi Kliens közvetlenül személyes adatokat nem kezel és nem tárol. A kártya tároló elemében tárolható személyes adatok kezelésére az eSzemélyi Kliens e-Azonosítás funkció használata során abban az esetben kerül sor, amikor egy arra jogosult szerv azok kiolvasását/felírását kezdeményezi. A folyamat során az eSzemélyi Kliens az előzetesen az eID szerver által megvizsgált adat olvasási/írási kérelmet megjeleníti a felhasználó számára, amelyben szerepel a szolgáltató (szerv) neve és hozzáférés-igényei. A szolgáltató által kezdeményezett adatkiolvasás, vagy -írás kizárólag az eSzemélyi birtokosának beleegyezését követően (e-Azonosítás PIN megadásával) történik. Az eSzemélyi Kliens a PIN kódot felhasználva a kártyaolvasón keresztül felépíti a kártyával a titkosított rádiós csatornát, s elküldi a kártyának a jóváhagyott műveletek listáját. Ezt a kártya a tranzakció idejéig megjegyzi. Sikeres csatorna-felépítés esetén az eSzemélyi Kliens átadja a vezérlést az eID szerver számára, s inentől csak „közvetítő” szerepet tölt be. A szerver a szolgáltató nevében azonosítja magát a kártya felé. Sikeres azonosítás után az eID szerver ellenőrzi az okmány hitelességét is. Ezt követően végrehajtja a kapott kérelem alapján indokolt olvasási/írási műveleteket. A kártya csak olyan műveletek végrehajtását engedélyezi, amelyekre a szolgáltatónak joga van és a felhasználó a beleegyezését adta. Az eID szerver a kiolvasott adatok alapján lekérdezi az igazolvány érvényességi státuszát a központi okmánynyilvántartásból, amely visszaadja az adott okmány érvényességére vonatkozó státuszt. Az eID szerver jelzi a művelet sikeres befejeztét az eSzemélyi Kliens felé és átadja a szolgáltatónak visszaküldendő aláírt, jellemzően titkosított válasz azon részét, amelyet a szolgáltató ilyen módon kért. Az eSzemélyi Kliens a kapott választ továbbítja a kérést intéző alkalmazásnak. A művelet befejezése után az eSzemélyi Kliens a másodlagosan kezelt, megjelenített adatokat nem tárolja, arról naplózási tevékenységet nem folytat.

Azon adatok, amelyek az eID szerver közreműködése nélkül is kiolvashatók az okmányból, titkosítás nélkül adhatók vissza: a kártyaprofil verziója, a PIN/PUK kódok státusza. Minden egyéb adat titkosított formában kerül visszaadásra.

Az eSzemélyi Kliens az e-Aláírás funkció használata során az aláírás értékét és a tanúsítványt továbbítja a felettes alkalmazásnak, továbbá lehetővé teszi az e-Aláíráshoz tartozó tanúsítvány kiolvasását, megjelenítését. Windows operációs rendszerben regisztrálja azt a tanúsítványtárba.

§ 11. Az alkalmazás gyorsabb futása és annak kényelmesebb használata érdekében az eSzemélyi Kliens a felhasználó választása szerint alkalmas egy darab CAN szám tárolására. Ilyenkor a legutoljára megadott CAN szám kerül megjegyzésre. A beállítás engedélyezésével a CAN számot mindaddig tárolja az alkalmazás, amíg a felhasználó egy másik, különböző CAN számmal rendelkező kártyát nem helyez a kártyaolvasóba. Ez esetben – és amennyiben a beütött CAN szám helyes volt – a CAN szám újra bekérésre, majd eltárolásra kerül.

6 Jogosulatlan Használat

§ 12. A felhasználónak be kell tartania minden hazai előírást és szabályozást, amely az alkalmazásra vonatkozik. A BM jogosulatlan felhasználásnak tekinti mindazt, ami a végfelhasználói nyilatkozatot sérti. A BM fenntartja magának a jogot a jogsértések megszüntetésére és orvoslására.

7 Frissítések

§ 13. A frissített alkalmazás felváltja és/vagy kiegészíti azt a terméket, amely a frissítés alapjául szolgált. Az alkalmazás értesíti a felhasználót az elérhető frissítések telepítésének lehetőségéről.

- a) Amennyiben az „Induláskor keressen frissítéseket” beállítás engedélyezve van, a program minden induláskor megpróbál frissítéseket keresni az interneten.
- b) Ezt a felhasználó is megteheti a „Frissítések ellenőrzése” gombra kattintva, vagy a menüből.
- c) Ha a program talál egy frissítést, megjelenik egy dialógus ablak, amin a felhasználó eldöntheti, hogy szeretné-e telepíteni az adott frissítést.
- d) A sikeres frissítést követően, az eredményül kapott frissített terméket csak a jelen végfelhasználói nyilatkozat előírásainak megfelelően használhatja. A kiadott frissítéseket a felhasználónak kell telepítenie a hivatalos kiadást követően.
- e) A BM és a szerzői jog jogosultja kizár minden felelősséget, ami a régebbi verziók használatából ered.

8 Több Eszközön Történő Használat

§ 14. Ön jelen végfelhasználói szerződés elfogadásával, a több eszközön (számítógépen/laptopon) való alkalmazás-használat, nem kizárólagos és nem átruházható jogával rendelkezik az alkalmazásra vonatkozóan.

§ 15. Elektronikusan nem másolhatja az alkalmazást egyik készülékről a másikra semmilyen hálózaton keresztül, azonban az alkalmazás több eszközre feltelepíthető a BM által kiadott telepítési állományt használva.

9 Korlátozások

§ 16. Ön az alkalmazást vagy annak bármely részét nem adhatja kölcsön, nem ruházhatja át, nem adhatja bérbe, sem más módon nem terjesztheti.

§ 17. Ön nem végezheti el, illetve más személyek számára nem teheti lehetővé

- a) az alkalmazás módosítását/átdolgozását, a dokumentációkban (végfelhasználói szerződés, felhasználói segédlet) nem ismertetett módon történő használatát, az alkalmazás forráskódjának módosítását, átalakítását vagy lefordítását, beleértve az alkalmazásban megtalálható szoftverkomponensek, beépített alkalmazások és adatbázisok megváltoztatását,
- b) az alkalmazásban megjelenő bármilyen szerzői jog, védjegy vagy szabadalom közlésének eltávolítását, megváltoztatását vagy ismeretlen eredetűvé tételét,
- c) az alkalmazás vagy a dokumentáció bármely jogellenes módon, bármely jogellenes célra történő felhasználását, amely jelen végfelhasználói nyilatkozattal összeegyeztethetetlen.

§ 18. Ön elfogadja, hogy a számítógépi programalkotást vagy forráskódját nem módosítja, nem dolgozza át és nem fejtí vissza.

§ 19. Ön jogosult az alkalmazásról biztonsági másolatot készíteni egy adattárolásra alkalmas adathordozón, feltéve, hogy a biztonsági másolatot később más számítógépen nem telepíti vagy nem használja. Az alkalmazás bármilyen, ettől eltérő módon történő másolása a jelen végfelhasználói szerződés megszegését jelenti.

10 Garancia

§ 20. Ha alkalmazás és bármilyen ezzel kapcsolatos termékfrissítés nem „jelenlegi állapotában”, nem a BM által publikált letöltési helyről, megváltoztatott vagy módosított formában kerül Önhöz, a BM semmilyen garanciát nem vállal érte, sem a használatából eredő következményekért.

- a) A BM az alkalmazás mindenkor aktuális verziójának letöltésére, és a kapcsolódó frissítések elérhetőségére a honlapján biztosítja az ingyenes hozzáférést („http://eszemelyi.hu/kartyaolvaso/kartyaolvaso_alkalmazas”).
- b) A BM nem vállal garanciát arra, hogy az alkalmazás a használat során a többi szoftverrel vagy hardvereszközzel megfelelően működik.
- c) A BM nem vállal továbbá felelősséget abban az esetben, ha a szoftver kárt tesz az Ön számítógépében, eszközében.

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11 Joghatóság

§ 22. Jelen végfelhasználói szerződés tekintetében a magyar jog az irányadó.

12 Nyílt Forráskódú Komponensek Eredeti Végfelhasználói Szerződésai

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