



Belügyminisztérium

eSzemélyi Kliens

Az eSzemélyi Kliens végfelhasználói szerződése –EULA

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A végfelhasználói szerződés által támogatott programverzió: eSzemélyi Kliens v1.2.5

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1 Bemutakozás

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

Jelen dokumentum az **eSzemélyi Kliens** kapcsolódó végfelhasználói szerződés, mely 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** szoftvercsomag” az **eSzemélyi Kliens** alapvető része, ami lehetővé teszi a lenti funkciók és műveletek elvégzését a PC-s környezetben.

Az alkalmazás az alábbi legfontosabb feladatokat látja el:

- a) Az elektronikus személyazonosító igazolványhoz tartozó PIN kódok kezelése (e-Azonosítás PIN, e-Aláírás PIN aktiválás; e-Azonosítás PIN, e-Aláírás PIN csere, CAN szám megadása; e-Azonosítás PIN, e-Aláírás PIN Rontott PIN feloldása és cseréje PUK kód megadásával)
- b) Lehetővé teszi az elektronikus személyi igazolvány e-Azonosítás és e-Aláírás funkcióinak aktiválását, valamint azok PC-s környezetben történő elérhetőségét különféle alkalmazások számára.
- c) Segítségével megjeleníthetők a csatlakoztatott kártyaolvasóval és az eSzemélyi státuszával kapcsolatos információk

2 Felhasználási és Adatkezelési Szabályok

§ 1. eSzemélyi Kliens telepítésére és használatára vonatkozó végfelhasználói szerződés, a Belügyminisztérium (a továbbiakban: BM) és az alkalmazást letöltő/telepítő felhasználó, természetes személy (továbbiakban 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 kötelező érvénnyel elfogadja a feltételeit.

§ 3. Ön 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) Ön 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 elektronikus személyi igazolvánnyal 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 semmilyen módon 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 mindennemű igényét csak és kizárólag közvetlenül a BM-mel szemben jogosult érvényesíteni.

- a) Az alkalmazás használatához internetes adatkapcsolat szükséges, amely költséget generálhat.
- b) A BM nem vállal felelősséget az internetes adatkapcsolat esetleges hibáiért.

§ 7. A szolgáltatással kapcsolatban felmerülő bármilyen probléma esetén kérem, hogy forduljon a Belügyminisztérium, a „http://eszemelyi.hu/kartyaolvaso/kartyaolvaso_alkalmazas” oldalon megtalálható információkat követve, vagy tegye meg bejelentését a „<http://1818.hu/>” oldalon leírtaknak megfelelően, vagy telefonon 1818-as KORMÁNYZATI ÜGYFÉLVONAL központi telefonszámának felhívásával.

4 Szerzői Jogok

§ 8. 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) Ön 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 eseteia „§ 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 Személyes Adatok Kezelése

§ 9. A személyes adatok kezelése az információs önrendelkezési jogról és az információszabadságról szóló 2011. évi CXII. törvény rendelkezéseinek megfelelően történik.

- a) Ön az alkalmazás használatával hozzájárul ahhoz, hogy az Ön által megadott adatokat (személyazonosító adatait és az egyéb adatokat) a BM az irányadó jogszabályok szerint kezelje, nyilvántartsa.
- b) Adatait a szolgáltatás teljesítése céljából a BM tárolja, azokat harmadik személy részére nem adja át.
- c) Ön jogosult az adatkezelést letiltani az eSzemélyi Kliens használata vonatkozásában. (Megjegyzés: A funkció az alkalmazás későbbi verzióiban lesz elérhető.)
- d) Az eSzemélyi Kliens alkalmazással kapcsolatosan Önről nyilvántartott adatokról kérésre a BM felvilágosítást ad. A nyilvántartott adatokat a BM csak a szolgáltatás teljesítése során, illetve azután annyi ideig tárolja, amíg a tájékoztatással, továbbá a szolgáltatások igénybe vételére vonatkozó reklamáció, panaszok ügyintézésével kapcsolatos jogai és kötelezettségei fennállnak.
- e) Adatkezelési nyilatkozatával ellentétes adatszolgáltatást a BM csak és kizárólag erre jogszabályban felhatalmazott szervek megkeresésére teljesít.
- f) Ön tájékoztatást kérhet személyes adatai kezeléséről, valamint kérheti személyes adatainak helyesbítését, illetve – a jogszabályban elrendelt adatkezelések kivételével – azok törlését. A tájékoztatás iránti kérelmet a BM – az adatok biztonsága érdekében – csak személyesen az Ön részére teljesíti. Ennek érdekében a tájékoztatás iránti kérelmét írásban nyújthatja be, postán történő megküldés esetén

teljes bizonyító erejű magánokirat formájában. A tájékoztatást a BM 30 napon belül, írásban küldi meg az Ön által megadott címre.

- g) A saját rendelkezési körébe tartozó, BM által kezelt adatainak megváltozását 15 napon belül köteles bejelenteni. Ennek elmulasztásából eredő következményekért Önt terheli minden felelősség.

6 Személyes Adatok Védelme

§ 10. A BM műszaki és szervezési intézkedésekkel gondoskodik a szolgáltatás biztonságáról és a kezelt adatok védelméről, valamint törekszik az azokhoz történő illetéktelen hozzáférések és felhasználások megakadályozására.

- a) Az adatbiztonság keretében a személyes adatok kezelése vonatkozásában a BM garantálja, hogy a kezelt adatok csak az arra feljogosítottak számára hozzáférhetőek, az adatok hitelessége és hitelesítése biztosított, az adatok változatlanok, valamint az adatok a jogosulatlan hozzáférés ellen védettek
- b) Kérjük, hogy ügyeljen az alkalmazás útján elérhető szolgáltatások igénybevételéhez szükséges adatok helyes megadására, így különösen felhasználónevének, jelszavának, születési dátumának, az okmány típusának, az okmány azonosítójának és bizonylatszámának megadását illetően.
- c) A BM nem vállal felelősséget az Ön eszközének biztonságáért, továbbá az eszköz illetéktelen személyhez kerüléséből fakadó adatvesztésért és az ezekből eredő károkért.

7 Jogosulatlan Használat

§ 11. 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.

8 Frissítések

§ 12. 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 – az alkalmazás megfelelő használatához kell-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.

9 Több Eszközön Történő Használat

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

§ 14. 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.

10 Korlátozások

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

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

§ 17. Ön nem végezheti el, illetve más személyek számára nem teheti lehetővé az alkalmazásban megjelenő bármilyen szerzői jog, védjegy vagy szabadalom közlésének eltávolítását, megváltoztatását vagy ismeretlen eredetűvé tételét.

§ 18. Ön nem végezheti el, illetve más személyek számára nem teheti lehetővé az alkalmazás vagy a dokumentáció bármely jogellenes módon, bármely jogellenes célra történő felhasználását, amely jelen végfelhasználói nyilatkozattal összeegyeztethetetlen.

§ 19. Ön elfogadja, hogy a számítógépi programalkotás vagy forráskódját nem módosítja, nem dolgozza át és nem fejti vissza.

11 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) Felhívjuk a figyelmét arra, hogy ne használja a terméket más gyártók termékeivel együtt. 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.

§ 21. Ön elfogadja, hogy az alkalmazás egyes komponensei nyílt forráskódú szoftvertermékek (különösen, de nem kizárólagosan: GNU Lesser General Public License Version 2.1, or 2.1 +; Qt Solutions; OpenSSL License / SSLeay License; Fervor License; JXCore Licence; PCSC Lite license; zf_log License), tudomásul veszi a nyílt forráskódú termékek különleges jogállását, és a tényt, hogy ezen harmadik személy jogtulajdonosok a licencfeltételeiket egyoldalúan módosíthatják. Nyílt forráskódú komponensek:

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12 Joghatóság

§ 22. Jelen végfelhasználói szerződés tekintetében Magyarország törvényei az irányadóak. A jelen nyilatkozatból származó jogviták bonyolításának helyszíne értékhatártól függően a Budai Központi Kerületi Bíróság, vagy a Budakörnyéki Törvényszék.

13 Nyílt Forráskódú Komponensek Eredeti Végfelhasználói Szerződésai

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*/  
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- JXString, EngineLogger
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