

General Terms and Conditions (GTC) for Individual and Business Subscribers and differences in other conditions for small and medium-sized enterprises

This document contains detailed information about the advantages and disadvantages regarding the rules and conditions applicable to Individual and Business Subscribers, in accordance with Subsection 3 of Section 127 of Eht. (Act on Electronic Communications).

The following table provides an overview of the advantages and disadvantages regarding Individual and Business Subscribers:

Business Subscriber	Individual Subscriber
A Business Subscriber may use packages contained in the Business GTC, as well as offers contained in Specific Subscription Contracts. If a Business Subscriber wants to use a service offered to Individual Subscribers, he may do so by signing an Individual Subscription Contract.	An Individual Subscriber may use public offers contained in the Individual GTC.
Small Enterprises may increase their competitiveness based on the business offers, using tariff packages customized to their specific needs (such as divisible tariff packages for businesses with multiple participants, packages containing multiple call options, tariff packages offering per second billing after the first minute has been paid)	Offers available to individual subscribers are customized to the needs of individual customers (typically including only one subscription, tariff packages with a per minute charging period)
In addition to the full range of devices offered by the Service Provider, special equipment promotions are also available to business customers.	The full range of devices offered by the Service Provider is available to individual customers.
Apart from retailers, outlets and customer service offices, the efficiency of customer service is further increased by personal agents; furthermore, key business customers are also supported by dedicated contact persons to promote the development and successful operation of their enterprise.	In case of individual customers, the abovementioned service modes do not allow access to personal and dedicated contact persons, but orders via the on-line web shop can only be submitted by them.
Business Subscription Contracts are consistent with the applicable laws, but are more flexible.	The form and content of the contracts always comply with the currently applicable laws and mandatory rules, but such Individual Subscription Contracts cannot be customized to specific needs.

Differences arising from the comparison of the types of Subscription Contracts for small enterprises and individual customers are summarized in the following table.

<p>Section 4 of the Business and Individual General Terms and Conditions serves to provide information on the quality of subscription services, which is identical for both Individual and Business customers. <u>For Business Subscribers</u>, service quality objectives are specified in Section 4 of the Vodafone Business General Terms and Conditions (hereinafter GTC). <u>For Individual Subscribers</u>, service quality objectives are specified in Section 4 of the Vodafone Individual General Terms and Conditions (hereinafter GTC).</p> <p>Note: This difference does not result in any advantage or disadvantage to any type of customers.</p>	
<p><u>For Business Subscribers</u>, after a fixed-term contract has expired, the terms and conditions pertaining to the service are specified in Section 2.1.7 or, in case of the “Flotta” package, Section 2.1.8 of Annex 1 to the Business GTC. If a Subscriber fails to indicate, at least 30 days before the expiry of the fixed term, his intention no to extend his subscription after the fixed term, the Subscription Contract becomes an indefinite-term contract upon the expiry of the fixed term. The Parties agree that in such case the Service Provider is entitled to apply the rates specified in Section 2.1.7 or, in case of the “Flotta” package, Section 2.1.8 of Annex 1 to the Business GTC.</p> <p><u>For Individual Subscribers</u>, the same information is contained in Section 2.1.1 or, in case of the “Flotta” tariff package, Section 2.1.2 of Annex 1 to the Individual GTC. If a Subscriber fails to indicate, at least 30 days before the expiry of the fixed term, his intention no to extend his subscription after the fixed term, the Subscription Contract becomes an indefinite-term contract upon the expiry of the fixed term. The Parties agree that in such case the Service Provider is entitled to apply the rates specified in Section 2.1.1 or, in case of the “Flotta” tariff package, Section 2.1.2 of Annex 1 to the Individual GTC.</p> <p>Note: The corresponding Section of the Business GTC contains the description of business base rates, while the corresponding Section of the Individual GTC contains the description of individual base rates.</p>	
<p>Circumstances under which a fixed-term Subscription Contract may be terminated by extraordinary notice:</p>	
<p>Disadvantage to the Business Subscriber:</p>	<p>Advantage to the Individual Subscriber:</p>
<p><u>For Business Subscribers</u>, if the conditions are unilaterally modified by the Service Provider to the disadvantage of the Subscriber, the Subscriber has the right, without any detrimental legal consequences, to terminate the fixed-term Subscription Contract by extraordinary notice within eight (8) days after receiving notification about the modification.</p>	<p><u>For Individual Subscribers</u>, if the conditions are unilaterally modified by the Service Provider to the disadvantage of the Subscriber, the Subscriber has the right, without any detrimental legal consequences, to terminate the fixed-term Subscription Contract by extraordinary notice within fifteen (15) days after receiving notification about the modification.</p>
<p>The contract of a <u>Business Subscriber</u> terminates on the day following the fifteenth (15th) day after the receipt of the termination notice by the Service Provider.</p>	<p>The contract of an <u>Individual Subscriber</u> terminates on the day after the receipt of the termination notice by the Service Provider.</p>
<p>The different notices to be delivered by Business and Individual Subscribers are the following:</p>	
<p>“I hereby declare that I want to use the service as an individual / non-individual subscriber.”</p> <p>Note: The appropriate type of subscriber should be selected based on the customer’s decision.</p>	
<p>“I hereby declare that I have understood the information provided by the Service Provider about the application of rules pertaining to individual subscribers, describing both the advantages and the disadvantages, and I want / do not want the rules pertaining to individual subscribers to be applied to my legal relationship as a subscriber.”</p> <p>Note: The declaration may be chosen based on the customer’s decision.</p>	

Differences between the contents of Individual Contracts and Contracts for Medium and Large Enterprises from the Business Customers' perspective

Differences that are to the advantage of Business Customers	Differences that are to the disadvantage of Business Customers
<p>The scope of subscriber services is included in an individual agreement, which allows the creation of a service package that is much more flexible than packages based on the Individual GTC.</p>	<p>If the General Terms and Conditions are unilaterally modified by the Service Provider in any of the cases described therein and such modification contains provisions to the disadvantage of the Subscriber, the Subscriber has the right, without any further legal consequences, to terminate the fixed-term Subscription Contract by extraordinary notice within eight (8) days after receiving notification about the modification, in contrast to individual contracts, where this possibility applies within 15 days after receiving notification.</p>
<p>Medium and Large Enterprises may increase their competitiveness based on the business offers, using tariff packages customized to their specific needs.</p>	
<p>The method of calculating penalties for Medium and Large Enterprise Subscribers is specified in a separate agreement.</p>	
<p>Duration of the Subscription Contract: In contrast to the 0-12-24-month contracts offered to individual customers, business customers are allowed to conclude their contracts based on a customized agreement.</p>	
<p>Individual contracts include a mandatory form and content, while the contracts for Medium and Large Enterprises can be customized in a flexible manner within the legal constraints, in accordance with the specific needs of each customer.</p>	

Differences that are to the advantage or disadvantage of Business Subscribers are summarized in the following table:

Differences between individual and business terms and conditions for Business Subscribers	
Differences that are to the advantage of Business Subscribers	Differences that are to the disadvantage of Business Subscribers
A Business Subscription Contract may be concluded in writing through an Attorney of the Service Provider, while the same is not allowed for individual contracts.	Foreign citizens may not conclude business contracts, only individual ones.
For a Large Enterprise Subscriber, an acquisition (particularly of new SIM cards and devices, but not limited to them) may only be arranged in writing via the channels specified by the Service Provider. The method thereof (ordering, delivery, conditions) is described in detail in the Business GTC.	In case of an oral commitment, the Service Provider files the contract of the Business Subscriber within 15 days (vs. 48 hours for Individual Subscribers). Within 30 days after filing, the information necessary to access the contract is sent to the Business Subscriber (vs. 5 days for Individual Subscribers).
In case of a Large Enterprise Subscriber, for non-ported mobile phone numbers, the date of entry into effect of Specific Subscription Contracts is specified in detail in Section 2.1.3.1.6 of the Business GTC.	In addition to the provision of the two access points requested simultaneously with the conclusion of the Business Subscription Contract, the mobile phone and additional services are activated within 15 days after the provision of the access point (vs. 48 hours for Individual Subscribers).
More than two Business Subscription Contracts may be signed within a year, while this possibility does not apply to individual contracts.	The following services may not be used by Business Subscribers: prepaid services, "SOS Feltöltés", "Vodafone Otthon"
Several services may only be used by Business Subscribers, e.g.: "Üzleti Fix Osztható MobilNet", BlackBerry corporate solutions, Call Separation, "Vodafone Helymondó Flotta" package, Electronic Billing Information service, as well as further corporate solutions not included in either GTC (to be covered by separate agreements with the Subscribers).	If the use of the service is suspended, a Business Subscriber is obliged to pay the monthly charge specified in the List of Business Rates, while an individual customer may be obliged to pay a reduced, justified and reasonable charge.
Copies of audio recordings may also be acquired by Large Enterprise Subscribers from the Service Provider's Attorney, not only from the outlets.	The Service Provider is also entitled to terminate the Business Subscription Contract if the amount of overdue invoices does not exceed the amount equal to the monthly subscription fee to be paid by the Subscriber or, if there is no monthly subscription, HUF 10,000.
The late payment penalty to be paid by the Business Subscriber is calculated from the 31st day of the delay (vs. from the first day of the delay for Individual Subscribers).	The Subscriber's liability for damages: The Service Provider is entitled to terminate the contract with a 30- or 15-day notice and claim compensation (vs. 60 or 15 days for Individual Subscribers).
The termination of Large Enterprise Subscription Contracts is governed by the Subscription Contract concluded between the Parties.	Business Subscribers must terminate the contract within 8 days after receiving notification, if the provisions are unilaterally modified to the disadvantage of the Subscriber. (15 days for Individual Contracts.) A fixed-term contract terminates on the day following the 15th day after the receipt of the termination notice (vs. on the day after the receipt of the termination notice for Individual Contracts.)

<p>For Business Subscribers, the transfer of subscriber status is allowed under circumstances and conditions that are different from those applying to Individual Subscribers.</p>	<p>A Business Subscriber may not change to a VitaMax (prepaid) subscription, and changes from VitaMax to a business subscription are only allowed for Individual Subscribers.</p>
<p>A Business Subscriber may notify the Service Provider about his decision to terminate his contract by registered mail or by fax, in contrast to individual customers (they can only use registered mail with return receipt or e-mail).</p>	<p>A Business Subscriber may not withdraw from the contract without detrimental legal consequences in the following cases:</p> <ul style="list-style-type: none"> - if the Service Provider fails to start providing the service on time - in case of an oral commitment between persons in a distance from each other - in case of wireless Internet service.
<p>Generally, tariff packages available to Business Subscribers are mostly more reasonable than tariff packages offered to Individual Subscribers.</p>	<p>A Business Subscriber may terminate an indefinite-term Subscription Contract at any time with a notice period of up to 15 days (vs. 8 days for Individual Subscribers).</p>
	<p>Except for Sections 12.4.2 and 12.4.3, a Business Subscription Contract may be terminated by the Service Provider with a 30-day notice (vs. 60 days for Individual Subscribers).</p>

Detailed description of differences between Individual GTC and Business GTC, as well as other conditions:

I) Conclusion of the Subscription Contract and differences in its terms and conditions (Chapter 2)

1) **Foreign citizens** may only conclude an individual Subscription Contract.

Section 2.1.1 of the Individual GTC: procedure for concluding a Subscription Contract

Foreign citizens must present the following documents to establish a legal relationship as a prepaid subscriber:

- For citizens of EU and EEA member states: passport or identity card;
- For citizens of countries outside the EU and the EEA: passport.

2) The **Business GTC does not include a prepaid service**, only the Individual GTC. Definition of the prepaid service:

Section 2.1.3.2 of the Individual GTC Prepaid subscription service:

Prepaid Subscriber:

A Subscriber who pays for the use of services in advance through a pre-purchased top-up card. The Subscriber is allowed to use the services in accordance with the conditions described in Section 2.3 up to topped up balance.

3) In contrast to the Individual GTC, **the Business GTC contains the following definitions:**

Small Enterprise Subscriber

Based on the business segmentation of the Service Provider, Small Enterprise Subscribers are legal entities, business associations without legal personality, individual entrepreneurs, other organizations, as well as other natural person Subscribers who declare upon signing the Subscription Contract that they will use the service within the framework of their business or professional activity, and possess 1-30 voice subscriptions (SIM cards) and/or 1-30 Internet subscriptions (SIM cards).

Small Enterprise Subscribers may be represented by a lawyer or any other natural person, whose power of attorney has been certified by a notary public or drawn and countersigned by a lawyer, or who has been authorized by the Subscriber through a private document duly signed by the Subscriber and witnessed by two other persons.

Medium and Large Enterprise Subscriber

Based on the business segmentation of the Service Provider, Medium and Large Enterprise Subscribers are legal entities, business associations without legal personality, individual entrepreneurs, other organizations, as well as other natural person Subscribers who declare upon signing the Subscription Contract that they will use the service within the framework of their business or professional activity, and possess at least 31 voice subscriptions (SIM cards) and/or 31 Internet subscriptions (SIM cards). Also included are, irrespective of the number of subscriptions, Subscribers in which the state or any local government owns, either directly or indirectly, at least 25% of the capital or of the voting rights, either separately or together.

Large Enterprise Subscribers may be represented by a lawyer or any other natural person, whose power of attorney has been certified by a notary public or drawn and countersigned by a lawyer, or who has been authorized by the Subscriber through a private document duly signed by the Subscriber and witnessed by two other persons.

The Service Provider may use a segmentation other than the one described above for Small and Large Enterprise Subscribers.

4) A Business Subscription Contract may be concluded in writing **through an Attorney of the Service Provider**, while the same is not allowed for individual contracts:

A Subscription Contract may be concluded in writing via the customer service, outlets and retail network maintained by the Service Provider, as well as through an Attorney of the Service Provider. A Subscription Contract may be concluded for a definite or an indefinite term.

5) Establishment of a legal relationship as a Subscriber

Section 2.1.1 of the Business GTC: Procedure for concluding a Subscription Contract, Establishment of a legal relationship as a Subscriber:

b) The Service Provider and the Subscriber may conclude an oral contract for the tariff packages expressly specified in the List of Rates or in the Specific Subscription Contract.

The Service Provider files the contract within 15 days, and confirms it to the Subscriber electronically. Within 30 days after filing, the information necessary to access the contract is sent to the Subscriber by e-mail or in any other electronic form.

Section 2.1.1 of the Individual GTC: Procedure for concluding a Subscription Contract, Establishment of a legal relationship as a Subscriber

b) The Service Provider and the Subscriber may conclude an oral contract for the tariff packages expressly specified in the Annex to the General Terms and Conditions entitled "List of Rates" or in the Specific Subscription Contract.

The legal relationship as a Subscriber is established by the Subscriber by initiating a call to a free-of-charge number indicated on the product packaging or in any other information material, and then accepting the General Terms and Conditions by providing his details necessary for concluding the Subscription Contract, including the relevant Annexes such as the List of Rates and the provisions of the Specific Subscription Contract. The General Terms and Conditions are available from the website or customer service of the Service Provider. The Subscriber is responsible under criminal law for the reliability of data provided by him.

Simultaneously with the conclusion of the oral contract, the Service Provider starts the provision of the service according to the General Terms and Conditions.

The Service Provider sends a letter to the domestic address specified by the Prepaid Subscriber for the verification of data within 10 working days of concluding the oral contract.

The Service Provider considers the Subscription Contract as valid if the code necessary for the confirmation of the contract is returned by the Subscriber in a text message by the date specified in the data verification letter.

Taking into consideration Decree No. 6/2011 (X. 6.) on the detailed rules of electronic communications subscriber agreements issued by the President of the National Media and Infocommunications Authority, the Subscriber may withdraw from the Subscription Contract within five days after concluding the oral contract by means of a written declaration, without providing reasons. Pursuant to the Decree, the Subscriber does not have the right of withdrawal after the Service Provider has started providing the service in accordance with the Subscription Contract.

The Service Provider may use information from the Central Data Processing, Registration and Election Office to verify the details of the Subscriber.

If the verification of the data of the Subscriber carried out by the Service Provider reveals that the data provided by the Subscriber and that provided by the Central Data Processing, Registration and Election Office are different, the information provided by the Subscriber is not true, it is obviously incorrect, or the data verification text message has not been returned by the Subscriber, the Service Provider considers the contract as null and void. In case of a null and void contract, the Service Provider does not refund the fee paid for the services used, and the Prepaid Subscriber loses any credit on his SIM card.

The Service Provider files the contract within 48 hours, and confirms it to the Subscriber electronically. Within five days after filing, the information necessary to access the contract is sent to the Subscriber by e-mail or in any other electronic form.

6) In contrast to the Individual GTC, the Business GTC contains the following:

Section 2.1.3 of the Business GTC: Procedure and conditions for the use of subscriber services

2.1.3.1. For Large Enterprise Subscribers:

2.1.3.1.1. For a Large Enterprise Subscriber, an acquisition subject to the Specific Subscription Contract (particularly of new SIM cards and devices, but not limited to them) may only be arranged via the sales channels specified by the Service Provider. Such acquisitions may only be performed by a Large Enterprise Subscriber through an Attorney authorized in writing.

2.1.3.1.2. A Large Enterprise Subscriber may submit a request for an acquisition by filling in an Order Form provided to him by the Service Provider and sending such form to the Service Provider in accordance with the Specific Subscription Contract. The Order Form signed by the Large Enterprise Subscriber is regarded as an integral part of the Specific Subscription Contract, and by signing the Order Form, the Large Enterprise Subscriber accepts the obligations described in it as binding on him, in accordance with the provisions of the Specific Subscription Contract.

2.1.3.1.3. Within 15 days after an order has been received during office hours, i.e. from 8:30 am to 5 pm on working days, the Service Provider delivers to the Large Enterprise Subscriber the SIM cards and devices using the address of the registered office of the Subscriber or any other location specified in the Specific Subscription Contract, provided, in case of devices, that the necessary products are available on stock. If the required stocks are not available, the Parties agree on a delivery date. If a Large Enterprise Subscriber has overdue liabilities resulting from the use of the service, the Service Provider is not obliged to fulfil any orders until all overdue debts are cleared. The SIM cards are activated, i.e. the provision of the service is started, within 15 days after the cards have been delivered. If Vodafone is not obliged to fulfil the order of a Large Enterprise Subscriber, the relevant order loses effect in a period of 60 days.

2.1.3.1.4. Orders placed for new services associated with existing SIM cards operated by a Large Enterprise Subscriber are not within the scope of this Section 2, and can be submitted using the secret Customer Security Code provided to the Large Enterprise Subscriber. If an identifier is lost or disclosed to unauthorized persons, the Large Enterprise Subscriber is required to promptly inform the Service Provider accordingly and ask for a new identifier. The Service Provider shall not be held liable for any damages incurred by the Subscriber as a consequence of the unauthorized use or loss of such identifiers, their disclosure to unauthorized persons, delay or failure of the relevant notification, or failure to give prompt notification of any change in the persons specified by the Subscriber in the Specific Subscription Contract.

2.1.3.1.5. The Subscriber hereby agrees that, before concluding the Specific Subscription Contract or during its term, the Service Provider is entitled to request advance payment or a bank guarantee in order to provide the service.

2.1.3.1.6. The Parties determine the entry into effect of the Specific Subscription Contract for each mobile number as follows:

i. Only for non-ported mobile numbers: If a Specific Subscription Contract is concluded for SIM cards associated with non-ported mobile numbers starting with the network identifier 70 specified in the Annex to the Specific Subscription Contract, it enters into effect as follows: The Parties agree that the Specific Subscription Contract shall enter into effect when it is signed by representatives of the Subscriber and of the Service Provider properly authorized to sign on behalf of their companies; if the Specific Subscription Contract is not signed by them at the same time, the contract is valid as of the date of the later signature.

7) Section 2.1.4.3 of the Individual GTC: The following part of the chapter on objective and other restrictions concerning the service **is not included in the Business GTC**:

The Service Provider may refuse to establish a Subscriber relationship or make it conditional upon the payment of an amount determined by the Service Provider for Subscribers, who **have concluded 2 Subscription Contracts over the past year**. In addition to the above, a Subscription Contract may be concluded for further three SIM cards annually received as a prize in various promotions.

8) Deadline for the establishment of the Subscriber's access point, connection to the network terminal point or the network, or commencement of the provision of the service, calculated from the date of the contract

Section 2.3 of the Business GTC:

In addition to the provision of the two access points requested simultaneously with the conclusion of the Subscription Contract, the mobile phone and the additional services are activated within **15 days after the provision of the access point**; in case of stationary Internet access services, the deadline for starting operation is 15 days, unless otherwise agreed by the Parties. **Further services must be activated** - if a request is submitted on a date other than that of the Subscription Contract - **within 15 days**, unless the General Terms and Conditions expressly stipulate otherwise.

Section 2.3 of the Individual GTC:

In addition to the provision of the two access points requested simultaneously with the conclusion of the Subscription Contract, the mobile phone and the additional services are activated within **48 hours after the provision of the access point**; in case of stationary Internet access services, the deadline for starting operation is 15 days, unless otherwise agreed by the Parties. Further services related to the mobile phone service, **must be activated** - if a request is submitted on a date other than that of the Subscription Contract - **within 48 hours**, unless the General Terms and Conditions expressly stipulate otherwise. Further services related to the stationary Internet access service must be activated - if a request is submitted on a date other than that of the Subscription Contract - within 15 days, unless the General Terms and Conditions expressly stipulate otherwise.

II) Scope of the subscription service (Chapter 3)

- 1) **The Business GTC includes the “Üzleti Fix Osztható MobilNet” service**, while the Individual GTC does not.
 - 3.1.1. Service b) Wireless (mobile) Internet service
Data traffic information for the “Üzleti Fix Osztható MobilNet” service, available to Vodafone Business Subscribers, specified in the Annex to the Business General Terms and Conditions (hereinafter referred to as General Terms and Conditions) entitled “List of Rates” is only available via the customer service number 1270.
- 2) **The Individual GTC includes the “SOS Feltöltés” service**, while the Business GTC does not.
 - 3.1.2.19. SOS Feltöltés
Service for use by Prepaid Subscribers. If a Prepaid Subscriber purchases top-up cards or electronic top-up cards for HUF 3,000 for at least 3 subsequent calendar months, and has a balance of HUF 1-49 on his customer account, he may request the Service Provider, according to the information provided to him along with the notification about his low balance, to increase the balance of his customer account by the “SOS Feltöltés” amount specified in the List of Rates.
The amount corresponding to the requested “SOS Feltöltés” top-up will be deducted, along with the service fee, when the balance is next topped up using a top-up card, electronic top-up card, promotional top-up, or roaming top-up.
The “SOS Feltöltés” service may not be used by the Prepaid Subscriber if he has already used the service, and, since the service was last used, has not topped-up the balance of his customer account using a top-up card, electronic top-up card, promotional top-up, or roaming top-up.
The fee payable for the service is included in the Annex to the General Terms and Conditions entitled “List of Rates”.
- 3) **Section 3.1.2.20 “BlackBerry Services” of the Business GTC includes the BlackBerry corporate solutions service**, while the Individual GTC does not.

BlackBerry corporate solutions
This service is only available to Large Enterprise customers
Using the BlackBerry corporate solutions, Vodafone enables its Subscribers to receive their e-mail messages delivered to a corporate mail server, promptly and automatically, on their mobile devices, remotely access the corporate address book, perform corporate calendar functions, and remotely access corporate folders in case of certain types of software.
The use of corporate solutions is conditional upon the activation of a service subject to a monthly fee, the possession of a BlackBerry-enabled device, and software that is compatible with BlackBerry.
The options subject to a monthly fee available for this service are included in the Annex to the General Terms and Conditions entitled “List of Rates”.
The proper operation of the BlackBerry corporate solution requires compatible software which, depending on the type of software, may be downloaded free of charge from www.blackberry.com, or may be purchased from Vodafone. The Subscriber can find the detailed rates of the service in the Vodafone Business Rules governing other services.
To make the service readily available to the customer, the customer must install the relevant software on his IT systems. To assist during installation, Vodafone provides to the customer the documents 'BlackBerry Enterprise Server - Administration Guide' and 'BlackBerry Enterprise Server - Installation and Getting Started Guide', and, if necessary, acts as an intermediary between the customer and RIM to ensure the Blackberry service is properly prepared for use.
The software ensuring the proper operation of the service is not owned by Vodafone, so any related rights may only be granted by RIM under his own terms and conditions, which are available to the Subscriber in the BlackBerry Solution License Agreement. The BlackBerry Solution License Agreement can be downloaded from <http://us.blackberry.com/> or http://us.blackberry.com/legal/pdfs/BBSLA_Hungary_Hungarian.pdf, and includes license conditions.

With respect to the monthly fee-based option available for the service, by paying the fees specified in Annex 1 to the General Terms and Conditions, the Subscriber acquires the right to use, but not the right to own, the software, which is protected by copyright law.

Further information on the use of the service is available from the websites of Vodafone and RIM, the key account customer service, and through Vodafone's Key Business Account Managers.

- 4) **The Services Chapter of the Business GTC includes the Call Separation service**, while the Individual GTC does not.

3.1.2.34. Call Separation service

The Call Separation service ensures efficient cost control. This service enables the separation of business and private calls through the SIM card. The service can be used by Business Subscribers, provided that it is available for the tariff package according to the Annex to the General Terms and Conditions entitled "List of Rates".

Within the framework of the Call Separation service, based on the relevant order of the Subscriber, the part of the usage fee associated with private use through the SIM card, as defined in the detailed rules below, is indicated separately in the statements created via the Electronic Billing Information Service, which are readily available to the Subscriber. The rest of the usage fee, as well as monthly fees and one-time fees are always considered as business use.

The division of calls into business and private calls is only possible in case of voice, fax or data calls initiated from within Hungary. The fees of other calls initiated from within Hungary (such as video phone, SMS, MMS, GPRS, etc.) are always considered as private use. If a tariff package with a monthly fee including a credit of call minutes is used, such credit may be used for both business and private calls. Options including voice calls may be used for both business and private calls. Irrespective of the above, roaming services may be uniformly assigned to business or private use, except for MMS roaming, which is always considered as private use.

- 5) **The Services Chapter of the Business GTC includes the Vodafone Helymondó – Flotta package service**, while the Individual GTC does not.

3.1.2.38. Vodafone Helymondó - Flotta package

A detailed description of the product

The Vodafone Helymondó Flotta package is an Internet based service allowing its users to determine and display on a map the location of those SIM cards with an activated Vodafone Helymondó – Flotta package service which are operated within devices capable of GPS positioning.

The list of devices suitable for use with the service, as well as the list of repair workshops recommended for installing such devices is available on our website; for information about prices, contact the Service Provider. If a Subscriber wants to use the service with a device not purchased from Vodafone or a device purchased from Vodafone for another purpose, Vodafone does not guarantee the proper operation of the service or the reliability of data. SIM cards with the Vodafone Helymondó – Flotta package service are only capable of being used for the positioning service.

This service involves the management of SIM cards included in the Subscriber's subscription and installed in the vehicles, that is, essentially, the location data of the vehicles, which are, at the same time, identical with the location (movement) information of the User using the vehicle, and are therefore considered as personal data.

As part of this service, the Subscriber is only allowed to view the positions of SIM cards upon the prior written consent of the user of the cards. Such consent is granted by the relevant user by signing a properly completed user statement, and the Subscriber is responsible for obtaining such approval from the user. If the Subscriber and the User are different persons, the Subscriber is required to send the signed statement to Vodafone within 5 days of concluding the Subscription Contract or a change in the person of the User, and, irrespective of that obligation, present such statement to Vodafone upon request within 5 calendar days after the request.

In case of any complaint, authority request, or court procedure, the Subscriber is obliged to prove that he has acted in compliance with the above requirements.

In case of suspected non-contractual or illegal use, Vodafone shall be entitled to restrict or suspend access to location information, or terminate the service or the Subscription Contract for a reason within the Subscriber's control.

Without prejudice to the above right of Vodafone, if the complaining user strongly suspects misuse of his personal data, and presents to Vodafone the original copy of the relevant police records, Vodafone restricts the Subscriber's access to the data affected by the suspected misuse within 48 hours.

If the Subscriber fails to submit a statement of approval within a period of 5 days, or it is not acceptable to Vodafone, Vodafone shall be entitled to restrict the service or terminate the Subscription Contract for a reason within the Subscriber's control.

Subscription Contracts concluded for the Vodafone Helymondó Flotta package are included in the maximum number of Subscription Contracts of Small Enterprises.

Key functions of the user interface:

Display current position

Display position history

Alarms in text message and/or e-mail (e.g. in case of leaving or entering the specified area of the specified location)

Print route sheet

Create reports

All data can be stored, or exported into Excel. Our Subscribers are reminded that they are fully responsible for the lawful and safe management of stored data.

Location information is available within the system for a maximum of 3 months, and it is automatically deleted after 3 months from the date of capturing.

Text message notifications may only be requested for Vodafone subscriptions.

SIM cards activated for the vehicle tracking service or the Helymondó fleet package are not enabled for voice services or other data transmission.

For details about the service, see the detailed user manual on www.vodafone.hu.

This service may only be purchased along with a new subscription.

The positioning service uses GPS technology, with a location display accuracy of 2-50 meters; this value may depend on the device used, the particular characteristics of the location of use, the weather conditions, or possible temporary restrictions imposed by the operator of the GPS satellite system (e.g. the US government in case of warfare).

Devices sold by the Service Provider cannot be turned off; the turn-off capability must be ensured by the Subscriber by installing an appropriate switch, or if such switch is not installed, the Subscriber is required to obtain the User's express and informed prior written consent regarding continuous data management without the possibility of disabling the service.

User name: the phone number associated with the card specified as "Main Card" serves as a user name for logging into the user interface in the following format: xxyyyyyyy. The Subscriber may allow further access via the user interface. The Subscriber is fully responsible to the User, the Service Provider and third parties for the actions and omissions of persons who are granted access to the service. Access rights may only be granted in a lawful manner and for a specific purpose.

Further technical conditions for using the service

To use the service and access the user interface, the Subscriber needs to have an Internet connection; such Internet connection is not within the scope of the service.

An appropriate device capable of GPS positioning and a SIM card activated in the appropriate tariff package are required for the tracking of the SIM card. The positioning device necessary for using the service is not within the scope of the Vodafone Helymondó – Flotta package, but devices may be purchased from the Service Provider subject to a separate order. The device becomes the property of the Subscriber; installation costs are not included in the package either and shall be borne by the Subscriber. For a list of repair workshops recommended for installation, see the Service Provider's website.

The device offer is only valid while the stock lasts, along with the Vodafone Helymondó Flotta package, and the device can only be used within Vodafone's network.

Devices sold by the Service Provider cannot be turned off; the turn-off capability must be ensured by the Subscriber by installing an appropriate switch, or if such switch is not installed, the Subscriber is required to obtain the User's express and informed prior written consent regarding continuous data management without the possibility of disabling the service.

User name: the phone number associated with the card specified as "Main Card" serves as a user name for logging into the user interface in the following format: xxyyyyyyy. The Subscriber may allow further access via the user interface. The Subscriber is fully responsible to the User, the Service Provider and third parties for

the actions and omissions of persons who are granted access to the service. Access rights may only be granted in a lawful manner and for a specific purpose.

The Service Provider's obligations

During the provision of the service, Vodafone may only use the personal data of the Subscriber and the Users for purposes specified in these General Terms and Conditions and in the Subscription Contract or to comply with legal requirements, and/or, subject to the Subscriber's consent, for his own marketing activities, direct marketing, market research, or for the provision of information to the Subscriber by phone or other electronic communication (such as SMS, MMS, e-mail), via automated call systems, or by regular mail. Such data shall not be disclosed to third parties without notification to and consent from the data owner, not including cases when such disclosure is required by law. The data owner may request, via the customer service, the deletion or modification of his personal information from the records, as well as information on managed data, in the manner and under the circumstances specified in the regulations on data protection and electronic communications.

The Subscriber's obligations

While using the service, the Subscriber becomes a data controller with respect to the User's personal information (including location information), and the method of data processing must comply with the requirements of purpose limitation, necessity and proportionality. A voluntary and express consent is required from the User to manage the data. While processing the data, the person involved must be allowed to handle the information pertaining to him, including getting to know, correcting or deleting the data, or the suspension or prohibition of data collection.

A tracking system installed in vehicles used by employees for work may only be used to transmit data about the employee outside working hours subject to the employee's prior approval.

The Subscriber shall be responsible to the User, the Service Provider and third parties for the continuous availability of the statement of approval from the User, and the illegal use of the service because of a missing statement of approval or otherwise. The Subscriber shall accept liability to the User and in court and authority proceedings, and indemnify the Service Provider for any damages, costs or possible fines incurred by the Service Provider.

The Subscriber agrees to comply with the data protection rules prescribed by the applicable laws. The Subscriber expressly declares that he is aware of all applicable data protection rules and accepts responsibility for compliance with them.

Taking into consideration the necessity of location information, in addition to traffic data, for providing the Vodafone Helymondó - Flotta package service, the Subscriber gives his express consent to the processing of such information by Vodafone only for the provision of the service, in accordance with the relevant data protection and data processing rules, to an extent and for a period required for the provision of the service, and, furthermore, the Subscriber ensures that a statement of approval is available from the User concerning the use of such information by the Service Provider. Any issues not covered in this document or in the Subscription Contract shall be governed by Annex 3 to the General Terms and Conditions. Furthermore, the Subscriber declares that he has obtained, according to this Section, express written consent from the current User of the SIM cards for which the Vodafone Helymondó service has been activated (User Statement), taking into consideration the requirements specified in Act C of 2003 on electronic communications. If there is a change in the person of the User, the Subscriber must obtain the consent described in this Section from the new User as well. The Subscriber is required to present the signed User Statements to Vodafone upon request within 5 calendar days. If the Subscriber fails to submit a statement of approval within a period of 5 days, or it is not acceptable to Vodafone, Vodafone shall be entitled to restrict or terminate the service. The Subscriber bears full responsibility for the non-performance or non-contractual performance of this obligation.

Miscellaneous

If any subscription is suspended or restricted, the Subscriber, after logging into the website, cannot observe in the map the devices associated with the suspended or restricted subscription, and he cannot retrieve their position history, create the relevant reports or receive alarms. In case of suspension or restriction, earlier data are not deleted from the system, so after reactivation they are available again. During the period of suspension or restriction, the system does not collect location information on the devices.

After terminating a subscription, the location information of the affected device is deleted from the system. If the Main Card of the Subscriber is terminated, it is not possible to log into the system with any user name until a new Main Card is activated. If all subscriptions of a Subscriber are terminated, all data are deleted from the

system, and the user names associated with the Subscriber can no longer be used to log into the user interface.

Vodafone reserves the right to delete any location information from the system immediately, without notifying the Subscriber, in case of suspected misuse.

- 6) The **Services Chapter of the Business GTC includes the Electronic Billing Information service**, while the Individual GTC does not.

3.1.2.33. Electronic Billing Information service

Using the Electronic Billing Information service, the Subscriber can access, via an Internet connection, billing information on his subscription with respect to closed billing periods, access detailed call information, and download such information in various formats (such as PDF, Excel, formatted Excel). Details about the operation of the service are available from the Service Provider's points of sale, customer service or from the website of the Service Provider. The starting page of the service is available from the Service Provider's website www.vodafone.hu. When the Subscriber logs into the user interface of the service, he must use his Customer Number and Customer Security Code.

As far as historical data are concerned, the Billing Information service displays the last five digits of the phone numbers of the parties called, covered or uncovered, in the electronic version of detailed call information, according to the settings regarding the billing period.

Vodafone does not accept any responsibility for the access of unauthorized persons to the password or billing information if such access is caused by the Subscriber's actions or otherwise for any reason within the Subscriber's control. Vodafone shall not be liable to indemnify the Subscriber for any resulting damages.

Data within the Electronic Billing Information service contain only approximate values; the printed invoice sent to the Subscriber by regular mail shall be considered as an official billing document.

The Service Provider allows the Subscriber to order or cancel certain services via the Electronic Billing Information service. Details about the operation of the service and the list of services that can be ordered and cancelled are available from the Service Provider's points of sale, customer service or from the website of the Service Provider www.vodafone.hu.

- 7) The **Services Chapter of the Individual GTC includes the Vodafone Otthon service**, while the Business GTC does not.

3.1.2.37. Vodafone Otthon services

The monthly fee of Vodafone Otthon services includes a geographical (fixed-line) number on which the Subscriber can be contacted. The fixed-line number is provided by the Service Provider, unless the Subscriber wishes to use his existing fixed-line phone number.

In case of the Vodafone Otthon service, the Service Provider assigns to the mailing address specified by the Subscriber or, failing that, to his permanent address a discount area (hereinafter referred to as zone), which refers to the geographical address of the Subscriber.

Vodafone Otthon services may only be used by private individuals with a legal relationship as a post-paid subscriber. Vodafone Otthon services are available for the following tariff packages: Vodafone Otthon Classic package, Vodafone Otthon Classic Plusz package, Vodafone Otthon 2in1 option.

The Service Provider assigns the fixed-line number in cooperation with Invitel Zrt. Therefore, parties calling the Subscriber using the Vodafone Otthon service will be charged a rate equal to the rate of calls to the network of Invitel Zrt., in accordance with the tariff package of the caller. The fixed-line number only enables the Subscriber to receive calls, while calls are always initiated from the mobile number.

The zone determined by the Service Provider for the Vodafone Otthon service may be changed by the Subscriber once during a billing period.

If a Subscriber wants to use the Vodafone Otthon service with his existing fixed-line phone number, and the Subscriber is in a legal relationship with one of the following service providers with regard to the fixed-line number:

Magyar Telekom Nyrt. – 1013 Budapest, Krisztina krt. 55., Emitel Zrt. – 6722 Szeged, Tisza Lajos krt. 41., Hungarotel Távközlési Zrt. – 1113 Budapest, Bocskai út 134-146., Monor Telefon Társaság Zrt. – 2377 Örkény, Kossuth L. u., 2., UPC Magyarország Kft. – 1092 Budapest, Kinizsi u. 30-36., GTS-Datanet Távközlési Kft. – 2040 Budaörs, Ipartelep utca 13-15., eTel Kft. – 1075 Budapest, Kazinczy utca 24-26., T-Kábel Magyarország Kft. – 1089 Budapest, Baross utca 133., PanTel Távközlési Kft. – 1113 Budapest,

Bocskai út 134-146., Invitel Zrt. – 2040 Budaörs, Puskás Tivadar u. 8-10., the Subscriber may do so subject to the following conditions:

For both new subscriptions and existing Vodafone Otthon service subscriptions, the portability of fixed-line numbers is governed by the relevant rules set forth in Government Decree 46/2004.(III.18) on the rules of number portability.

In addition to the above, further conditions also need to be satisfied to enable the use of the fixed-line phone number:

- The Subscriber is required to show his last telephone bill, along with the corresponding payment confirmation slip, concerning the fixed-line phone number that needs to be ported.
- A comprehensive power of attorney must be issued by the Subscriber, including authorization to make arrangements for the porting of the number (document entitled "Number porting authorization"), the signing of the subsequent contract, and a transfer statement stating that the Subscriber requests the transfer of his legal relationship concerning the fixed-line phone number to the Service Provider (document entitled "Contracting / transfer authorization").

If the Vodafone Otthon service is used, the Service Provider provides a temporary fixed-line phone number to the Subscriber for the period of number porting, which is automatically replaced by the ported fixed-line number after porting has been completed successfully.

The successful completion of number porting is communicated to the Subscriber by text message or phone. If the porting of a fixed-line phone number is unsuccessful, the Subscriber can continue using the service on the temporary fixed-line number.

If a request for number porting is rejected, Invitel Zrt. shall notify the Subscriber in writing, while the Service Provider gives notification by text message or phone.

If, after unsuccessful number porting, the Subscriber wants to terminate the Subscription Contract for any reason, such termination of the Subscription Contract is always conditional upon the performance of all obligations undertaken in the contract, including but not limited to obligations related to any devices that may have been sold at a discount, in accordance with the commitments included in the statement signed by the Subscriber.

The Service Provider reminds the Subscriber that, due to the porting of the number, services that may have been associated with the fixed-line phone number, such as ADSL, choice of intermediary, etc., cannot be retained. As a result, any liabilities arising from the termination of the legal relationship as a Subscriber are to be borne by the Subscriber.

The discounts associated with the tariff packages can be fully exploited within 48 hours from the activation of the SIM card, and the Service Provider sends the Subscriber a notification accordingly by text message or phone.

Such notification contains the provided fixed-line phone number or, in case of number porting, the so-called temporary number.

If the Vodafone Otthon service is ordered, the Service Provider automatically activates the free-of-charge Voice Mail service for the Subscriber. The Voice Mail service can be terminated at any time.

If the Subscriber informs the Service Provider that he has moved from the specified geographical address, and therefore the address and the corresponding zone change, which entails a modification in the geographical numbering area (i.e. the area code) of the fixed-line phone number, the Service Provider assigns a new fixed-line number to the Subscriber. The Service Provider informs the Subscriber about the new number by text message or phone. In this case, the change of numbers is free of charge.

If a Subscriber asks for a new fixed-line phone number, the charge of such change is identical with that of a standard number change for mobile phones specified in the General Terms and Conditions.

This fixed-line phone number is not listed in the phonebook or with the inquiry services. The fixed-line phone number provided by the Service Provider cannot be further ported.

The Service Provider renders the service using GSM/UMTS (mobile) technology; therefore: A fax device cannot be connected using the fixed-line phone number. No fixed-line (stationary) Internet access is possible. (E.g. dial-up Internet access, ADSL, etc.)

If the service is suspended, it is deactivated for both the mobile and the fixed-line phone number.

If a Subscriber requests a transfer of the subscription associated with the mobile number, the fixed-line phone number associated with the subscription will be replaced automatically, and the original fixed-line number cannot be retained.

If a Subscriber changes to a new tariff package and the Vodafone Otthon 2in1 option is not available for the new tariff package, or the Subscriber terminates his legal relationship as a Subscriber, the Service Provider also withdraws the fixed-line number.

The Subscriber hereby agrees that in case of a fixed-line phone number ported from a stationary service provider to Invitel Zrt and transferred to Vodafone via a number porting procedure in order to use the Vodafone Otthon service, if, for any reason, the Subscriber no longer wants to use the Vodafone Otthon service but wants to further use the fixed-line number ported to Invitel Zrt, this is only possible if the Subscriber intends to port the number to a service provider providing subscriber access other than Invitel, and if he does not intend to receive fixed-line stationary services from Invitel Zrt on this ported fixed-line number. Other than that, the outcome of the porting procedure is up to the new provider. The above restriction does not apply when the Subscriber has requested the fixed-line phone number via transfer at Invitel Zrt, without previous porting.

III) Service suspension, restriction (Chapter 5)

1) **Charge to be paid during the period of suspension:**

Section 5.1.4 of the Business GTC: If the subscription service is suspended upon the Subscriber's request, during the period of suspension the Subscriber is liable to pay **a monthly fee specified in the List of Rates**.

Section 5.1.4 of the Individual GTC: If the subscription service is suspended upon the Subscriber's request, during the period of suspension the Subscriber **may only be obliged to pay a reduced, justified and reasonable charge** as specified in the Subscription Contract.

IV) Customer liaison, troubleshooting, complaint management, legal disputes (Chapter 6)

1) **Managing complaints about charges** at the Service Provider

Section 6.2.4.8 of the Business GTC: The Service Provider shall not be entitled to terminate the Subscription Contract if the Subscriber disputes the amount of his debt, and has submitted a request to the authority or any other organization authorized to settle the issue, provided that, after using the service, the Subscriber continuously pays all further non-disputed charges and all overdue non-disputed charges.

Section 6.2.4.8 of the Individual GTC: The Service Provider shall not be entitled to terminate the Subscription Contract if the amount of overdue invoices does not exceed the amount equal to the monthly subscription fee to be paid by the Subscriber or, if there is no monthly subscription or the monthly subscription fee is more than HUF 10,000 (ten thousand Hungarian Forints), HUF 10,000 (ten thousand Hungarian Forints), or if the Subscriber disputes the amount of his debt, and has submitted a request to the authority or any other organization authorized to settle the issue, provided that, after using the service, the Subscriber continuously pays all further non-disputed charges and all outstanding non-disputed charges.

Section 7.2.1.8 of the Individual GTC: Detailed call information may be requested free of charge once a month. If historical information is requested, the Subscriber is entitled to free-of-charge data once for each invoice previously issued.

Detailed call information includes the following for each service provider and service:

- number called
- start time of the call
- duration of the call
- unit price
- total price of the call.

2) **Making, storing and provision of audio recordings**

Section 6.2.5 of the Business GTC: A copy of an audio recording can be taken over at any outlet chosen by the Subscriber or, in case of a Large Enterprise Subscriber, from the Service Provider's Attorney.

Section 6.2.5 of the Individual GTC: A copy of an audio recording can only be taken over at an outlet chosen by the Subscriber.

3) **The concept of Subscribers qualifying as Consumers** is only used in the Individual GTC.

V) Rates, pricing, payment, billing, indemnification, penalty (Chapter 7)

1) Use of discounts granted by the Service Provider

Section 7.1.6 of the Business GTC: Use of discounts granted by the Service Provider

If a Subscriber signs a fixed-term Subscription Contract, a precondition for the use of discounts specified therein is that no restriction is imposed during the fixed term of the Subscription Contract. Reasons attributable to the Subscriber include, in particular, a restriction imposed by the Service Provider due to overdue debts. The Subscriber may not terminate a fixed-term Subscription Contract during its fixed term by ordinary notice.

The discounts granted by the Service Provider may only be used by the Subscriber and the Payer.

The SIM card necessary for using the services is provided by the Service Provider to all Subscribers according to the provisions of these General Terms and Conditions, and the Subscriber may freely choose a tariff package for the card.

Upon request, the Service Provider grants a discount on devices to all Subscribers based on the list price (non-discounted list price of devices).

The Service Provider does not oblige himself to grant such discounts on an unlimited basis.

Occasionally, the Service Provider may restrict the availability of the discounts offered by him, including the devices offered with a discount in certain tariff packages during promotional campaigns, taking into consideration the number of available devices.

The Service Provider issues 1 group invoice, or the technically feasible lowest number of invoices, to the Payer(s), which contain, below the relevant Payer ID(s), an aggregate amount for the traffic of each existing SIM card.

The Payers agree to pay, instead of the Subscriber, to the Service Provider all costs arising in connection with the service access points specified in the Subscription Contract, including, in particular, charges for the services used, in accordance with the provisions of the Subscription Contract.

The Payers and the Subscriber are jointly and severally liable to pay all costs based on the Subscription Contract; in case of delayed performance or non-performance, the Service Provider is entitled to make arrangements for the collection of outstanding debts, irrespective of the order of those debts, directly from the Subscriber, directly from the Payer, or even from both of them.

Section 7.1.7 of the Individual GTC: Use of discounts granted by the Service Provider

If a Subscriber signs a fixed-term Subscription Contract, a precondition for the use of discounts specified therein is that no restriction is imposed during the fixed term of the Subscription Contract.

The discounts granted by the Service Provider may only be used by the Subscriber and the Payer.

The SIM card necessary for using the services is provided by the Service Provider to all Subscribers according to the provisions of these General Terms and Conditions, and the Subscriber may freely choose a tariff package for the card.

Upon request, the Service Provider grants a discount on devices to all Subscribers based on the list price (non-discounted list price of devices).

The Service Provider does not oblige himself to grant such discounts on an unlimited basis.

Occasionally, the Service Provider may restrict the availability of the discounts offered by him, including the devices offered with a discount in certain tariff packages during promotional campaigns, taking into consideration the number of available devices.

2) Default interest obligation

Section 7.2.5 of the Business GTC: After the expiry of the due date indicated in the invoice, the Service Provider is entitled to charge a daily interest rate on the unpaid, overdue debts of the Subscriber. Such default interest obligation applies to Business Subscribers **from the 31st day of the delay**. The rate of the default interest is 12 per cent annually.

Section 7.2.1.6 of the Individual GTC: After the expiry of the due date indicated in the invoice, the Service Provider is entitled to charge a daily interest rate on the unpaid, overdue debts of the Subscriber. Such default

interest obligation applies to Individual Subscribers **from the first day of the delay**, and to Business Subscribers from the 31st day of the delay. The rate of the default interest is 12 per cent annually.

3) In contrast to the Business GTC, the Individual GTC contains the following:

Section 7.2.1.7 of the Individual GTC: Except for prepaid subscriber services, the Service Provider **is required to indicate the charges to be paid by the Subscriber in the following grouping** within the attachment to the invoice issued:

- all call directions with different rates
- if no call directions are used, the terminating provider
- premium rate calls
- remote voting
- SMS
- MMS
- charges on received calls
- charges on non-telephone services used via the telephone service.

Within the **attachment to the invoice**, the Service Provider separately indicates charges on voice and non-voice calls, as well as the charging periods.

In case of non-voice data connections or calls, the attachment to the invoice contains the following information, grouped by access type:

- date of data transmission
- volume of data transmission or, in case of time-based invoicing, duration of data transmission
- traffic-based unit price or, in case of time-based invoicing, time-based unit price
- charges on data transmission.

Calls that are free of charge for the calling subscriber, including calls made to numbers classified by the authority as unidentifiable numbers, cannot be indicated in the subscriber's invoice or in the attachment.

Section 7.2.1.9 of the Individual GTC: The due date of the monthly invoice, which is identical with the date of performance, is 15 days from the date of issue.

4) **The Subscriber's liability for damages**

Section 7.4.2 of the Business GTC: The Subscriber's liability for damages

If the Subscriber manipulates the Subscriber card (SIM card) provided to him in any way, and thereby influences the quality of the mobile phone service, or otherwise causes damage to the Service Provider, the Service Provider may consider this a breach of the Subscription Contract, and **may terminate the contract with a 30-day notice** or with a 15-day notice, and claim damages from the Subscriber.

Section 7.4.3 of the Individual GTC: The Subscriber's liability for damages

If the Subscriber manipulates the Subscriber card (SIM card) provided to him in any way, and thereby influences the quality of the mobile phone service, or otherwise causes damage to the Service Provider, the Service Provider may consider this a breach of the Subscription Contract, and **may terminate the contract with a 60-day notice** or with a 15-day notice, and claim damages from the Subscriber.

5) **Determination, amount and methods of contractual penalties**

Section 7.5 of the Business GTC: **For Small Enterprises and the Flotta tariff package**

Taking into consideration the discounts granted, when a Subscriber signs a 12-month or a 24-month fixed-term Subscription Contract, he agrees not to terminate the contract before the expiry of the fixed term, and not to commit a breach of contract that would lead to the termination of the contract or the restriction of the service by the Service Provider.

If the Subscriber fails to perform the above obligation, he is required to pay a contractual penalty. The amount of penalty to be paid is identical with the amount of discount used.

Subscribers may use the following discounts:

- amount of discount granted on the Service Provider's list price of devices (non-discounted list price of devices) (in HUF) with regard to the device purchased by the Subscriber,
- amount of discount granted on the Service Provider's list price of devices (non-discounted list price of devices) (in HUF) with regard to the device used for the tariff package and Internet service chosen,
- amount of discount on the individual monthly subscription fee offered for the tariff package or options chosen, as compared to the monthly fee of an indefinite-term contract (in HUF),
- in case of the Flotta tariff package, amount of discount on the individual monthly subscription fee offered for the tariff package or options chosen, as compared to the monthly fee of the basic Flotta package,
- amount of discount on the entry fee (in HUF).

In case of discounts granted on the individual monthly subscription fee offered for the tariff package or options chosen, the maximum amount of penalty is HUF 25,000 for each individual Subscription Contract (phone number) if the conditions set forth in this Section apply within one year after the Subscription Contract has entered into effect, and HUF 37,500 for each individual Subscription Contract (phone number) if such conditions apply after one year but within two years.

For Large Enterprises:

The legal consequences of the termination of a Large Enterprise Subscription Contract are governed by the Subscription Contract concluded between the Parties.

Section 7.5 of the Individual GTC: Taking into consideration the discounts granted, when a Subscriber signs a 12-month or a 24-month fixed-term Subscription Contract, he agrees not to terminate the contract before the expiry of the fixed term, and not to commit a breach of contract that would lead to the termination of the contract or the restriction of the service by the Service Provider.

If the Subscriber fails to perform the above obligation, he is required to pay a contractual penalty. The amount of penalty to be paid is identical with the amount of discount used.

Subscribers may use the following discounts:

- amount of discount granted on the Service Provider's list price of devices (non-discounted list price of devices) (in HUF) with regard to the device purchased by the Subscriber,
- amount of discount granted on the Service Provider's list price of devices (non-discounted list price of devices) (in HUF) with regard to the device used for the tariff package and Internet service chosen,
- amount of discount on the individual monthly subscription fee offered for the tariff package or options chosen, as compared to the monthly fee of an indefinite-term contract (in HUF),
- in case of the Flotta tariff package, amount of discount on the individual monthly subscription fee offered for the tariff package or options chosen, as compared to the monthly fee of the basic Flotta package
- amount of discount on the entry fee (in HUF).

In case of discounts granted on the individual monthly subscription fee offered for the tariff package or options chosen, the maximum amount of penalty is HUF 25,000 for each individual Subscription Contract (phone number) if the conditions set forth in this Section apply within one year after the Subscription Contract has entered into effect, and HUF 37,500 for each individual Subscription Contract (phone number) if such conditions apply after one year but within two years.

VI) Term of the contract (Chapter 9)

1) Rights of the subscriber in case of a unilateral modification of the contract

Section 9.2.4 of the Business GTC: If the conditions are unilaterally modified by the Service Provider to the disadvantage of the Subscriber, the Subscriber has the right, without any further legal consequences, to terminate the fixed-term Subscription Contract by extraordinary notice **within eight (8) days** after receiving notification about the modification. In that case, the Subscriber may not terminate a fixed-term Subscription Contract if the Subscription Contract was concluded with a view to the discounts associated with the fixed term, and if the modification does not affect those discounts. If the modification affects the discounts granted, and the Subscriber terminates the Subscription Contract, the Service Provider may not claim from the Subscriber the amount of discount with respect to the period after the date of termination.

Section 9.2.4 of the Individual GTC: If the conditions are unilaterally modified by the Service Provider to the disadvantage of the Subscriber, the Subscriber has the right, without any further legal consequences, to terminate the fixed-term Subscription Contract by extraordinary notice **within fifteen (15) days** after receiving notification about the modification. In that case, the Subscriber may not terminate a fixed-term Subscription Contract if the Subscription Contract was concluded with a view to the discounts associated with the fixed term, and if the modification does not affect those discounts. If the modification affects the discounts granted, and the Subscriber terminates the Subscription Contract, the Service Provider may not claim from the Subscriber the amount of discount with respect to the period after the date of termination.

2) Change in the person of the Subscriber (transfer of a legal relationship as a Subscriber)

Section 9.3.1 of the Business GTC:

Upon the request of the Subscriber (or, in case of his death, his heir), the Service Provider may modify the Subscription Contract in accordance with the General Terms and Conditions if there is a change in the person of the Subscriber due to a contract, inheritance or other reasons (hereinafter referred to as "transfer").

In case of the death of an individual entrepreneur, the heir may request the Service Provider to transfer the Subscription Contract personally based on a valid Subscription Contract, if he presents legally acceptable evidence of his status as an heir. Upon the request of the heir, the Service Provider may transfer the Subscription Contract to the heir (or one of the heirs if there is more than one heir) or the legal successor. An heir may only become a Small Enterprise Business Subscriber or a Large Enterprise Business Subscriber by way of inheritance if he meets the conditions specified for Business Subscribers in the General Terms and Conditions; otherwise, such transfer is only possible as an Individual Subscriber. In case of a Subscriber performing his activity in another form, no transfer may be performed by way of inheritance.

If a legal entity or a business association without legal personality as a Subscriber is terminated with a legal successor, after the registration of the succession at the court (of registration), based on a valid Subscription Contract, the Subscriber may request the Service Provider to transfer the Subscription Contract according to Section 2 of the General Terms and Conditions on representation by completing the relevant form.

The Subscriber may request the transfer of his Subscription Contract to another legal entity or a business association without legal personality (contractual succession). In the latter situations, too, he may request the Service Provider to transfer the Subscription Contract according to Section 2 of the General Terms and Conditions on representation by completing the relevant form.

Through the transfer, all expired and non-expired claims of the Service Provider against the Subscriber vest in the new Subscriber, and overdue amounts may be claimed from the new Subscriber; however, if the Subscriber of the Subscription Contract to be transferred has overdue debts or unsettled invoices, the Service Provider may decide not to fulfil the transfer request until full settlement.

The transfer is subject to the Service Provider's standard procedures regarding new services, including the examination of credit-worthiness or possible guarantee requirements.

A contract-based transfer may only be initiated at the Service Provider's points of sale, with both parties present, and with the Subscriber being represented according to the General Terms and Conditions.

The right to carry on the legal relationship as a Subscriber can only be exercised by a person who is able to satisfy the requirements of the Subscription Contract.

If the transfer request is accepted, it must be fulfilled within 15 days after the receipt of the transfer request.

The Service Provider shall, within a period specified, carry out the transfer or notify the Subscriber of the rejection of the request.

In case of a transfer, the Service Provider may not require payment of an entry fee. The fee of the transfer is included in the current List of Rates.

As a result of the transfer, the rights and obligations defined in the Subscription Contract shall vest in the legal successor.

If, in case of ADSL service based on a fixed-line telephone subscription, the fixed-line phone line is transferred, the Subscriber shall notify the Service Provider accordingly.

Section 9.3.1 of the Individual GTC:

Upon the request of the Subscriber (or, in case of his death, his heir), the Service Provider may modify the Subscription Contract in accordance with the General Terms and Conditions if there is a change in the person of the Subscriber due to a contract, inheritance or other reasons (hereinafter referred to as "transfer").

The transfer of the legal relationship may be requested personally. In case of the death of a private individual Subscriber, the heir, if he presents legally acceptable evidence (an administrative document) of his status as a heir, or, if a legal entity is terminated with a legal successor, after the registration of the succession at the court, the legal successor, or, based on a valid Subscription Contract, the Subscriber may personally request the Service Provider to transfer the Subscription Contract. Upon the request of the heir, the legal successor or the Subscriber, the Service Provider may transfer the Subscription Contract to the heir (or one of the heirs if there is more than one heir) or the legal successor. Such transfer automatically entails the transfer of the balance of the Subscriber's account. If the Subscriber of the Subscription Contract to be transferred has overdue debts or unsettled invoices, the Service Provider may decide not to fulfil the transfer request until full settlement. The transfer is subject to the Service Provider's standard procedures regarding new services, including the examination of credit-worthiness or possible guarantee requirements.

A contract-based transfer may only be initiated at the Service Provider's points of sale, with both parties present. For Prepaid Subscribers, a transfer may only be initiated at customer service offices. The right to carry on the legal relationship as a Subscriber can only be exercised by a person who is able to satisfy the requirements of the Service Provider's General Terms and Conditions.

If the transfer request is accepted, it must be fulfilled within 15 days after the receipt of the transfer request. The Service Provider shall, within a period specified, carry out the transfer or notify the Subscriber of the rejection of the request.

In case of a transfer, the Service Provider may not require payment of an entry fee. The fee payable for the transfer is included in the Annex to the General Terms and Conditions entitled "List of Rates".

As a result of the transfer, the rights and obligations defined in the Subscription Contract shall vest in the heir or the legal successor. If, in case of ADSL service based on a fixed-line telephone subscription, the fixed-line phone line is transferred, the Subscriber shall notify the Service Provider accordingly.

- 3) The Business GTC does not contain parts corresponding to Sections 9.3.7, 9.3.8 and 9.3.9 of the Individual GTC.

Section 9.3.7 of the Individual GTC: Migration from a monthly fee-based (post-paid) subscription to the VitaMAX package (pre-paid subscription)

A Subscriber using a monthly fee-based subscription has the right to change to the VitaMAX Standard tariff package with the following conditions:

Migration from a monthly fee-based (post-paid) subscription service to the VitaMAX package is only possible if the Subscriber has no overdue debts. At the time of submitting the request for such migration, all liabilities of the Subscriber to the Service Provider shall mature and become due. In this case, the change to a new tariff package is only different from the purchase of a new VitaMAX package in that the Subscriber already owns a Vodafone phone number, which he wants to retain. A precondition for migration is the termination of the legal relationship as a post-paid Subscriber. The earliest possible time for a change to a new tariff package (migration) is after the expiry of the first billing period after the activation of the post-paid subscription, and afterwards migration may be requested once a month. It takes 48 hours to implement the change of tariff packages. The SIM card costs HUF 1 (including VAT), and, of course, a top-up card must also be purchased as the customer's initial balance is HUF 0.

In case of a fixed-term Subscription Contract, migration is only possible if the Subscriber has previously performed his obligation to pay a penalty based on the Subscription Contract.

Section 9.3.8 of the Individual GTC: Conditions for migration from a pre-paid to a monthly fee-based tariff package

In practice, migration from a pre-paid contract (top-up card) to a monthly fee-based (post-paid) contract is similar to the case when the Subscriber concludes a completely new monthly fee-based (post-paid) contract currently marketed (credit-worthiness is examined).

The SIM card costs HUF 1 (including VAT), and the Service Provider agrees to implement the migration within 48 hours. In case of a change from a pre-paid tariff package to a post-paid tariff package, the Service Provider credits the balance of the old (pre-paid) tariff package to the new post-paid tariff package. The tariff package may be changed (migrated) once a month.

Section 9.3.9 of the Individual GTC: Migration between pre-paid tariff packages and its conditions

Any customer using an existing VitaMAX tariff package may migrate to any of the VitaMAX tariff packages currently marketed (a list of available packages can be found on the website www.vodafone.hu) with the following conditions:

- The change of tariff packages does not involve the replacement of the SIM card, so the Subscriber may use the new tariff package with his original SIM card.
- The Subscriber may keep his phone number.
- Migration may be initiated using the following methods:
 - o Via text message sent from the SIM card associated with the relevant phone number to the customer service number 1270.
 - o The message must contain the code corresponding to the package chosen. The text message codes corresponding to each package are available from the website www.vodafone.hu or from the Service Provider's customer service (1270).
 - o With a call from the SIM card associated with the relevant phone to the customer service number 1270. In this case, migration may be initiated by selecting the appropriate menu item from the automatic system.
 - o Via the Internet, on the website www.vodafone.hu, using the online customer service. Requests submitted via the online customer service are valid together with the customer security code associated with the relevant phone number.
- By requesting a change in the tariff package, the Subscriber states that he understands and accepts the General Terms and Conditions.
- Text messages sent to the number 1270 are free of charge for the Subscriber from within Hungary.
- Calls to the number 1270 are free of charge for the Subscriber from within Hungary.
- The change in the tariff package is implemented within five (5) working days after the request.
- Within this period of 5 working days, the Service Provider may temporarily restrict the outgoing calls and text messages of the Subscriber in order to be able to implement the change requested by the Subscriber. This service is free of charge.
- The service may be initiated only from a card that has been activated through an outgoing call (except emergency calls and 1270), and the usage period of which has not yet expired.
- After the switch between tariff packages has been implemented, the Service Provider notifies the customer accordingly by text message, including the exact time of the change; the Subscriber may also seek information on the change using the free-of-charge customer service number 1270.

VII) Circumstances and conditions for the termination of the Subscription Contract and the specification of the period in which the Subscriber can perform his payment obligation without the contract being terminated by the Service Provider (Chapter 12)

- 1) As far as the **circumstances for the termination** of the Subscription Contract are concerned, in contrast to the Individual GTC, the Business GTC contains the following:

Section 12.1 of the Business GTC: The Subscription Contract shall be terminated if the Subscriber is terminated without a legal successor, or if the Service Provider is terminated without a legal successor, or if the service licence of the Service Provider expires.

- 2) In case of **withdrawal by the Subscriber**, in contrast to the Business GTC, the Individual GTC contains the following:

Section 12.6.3 of the Individual GTC: Circumstances

i. If the Service Provider fails to start providing the service within the period specified in the Subscription Contract, the Subscriber has the right to withdraw from the contract without any detrimental legal consequences. If the Subscriber withdraws from the contract, the Parties must settle accounts with each other, and the Service Provider is required to refund to the Subscriber the fees paid on the basis of the relevant contract within thirty (30) days after the withdrawal, and, simultaneously, the Subscriber is required to return to the Service Provider the devices provided to him.

ii. In case of an oral commitment between persons in a distance from each other, the Subscriber may withdraw from the contract, without any detrimental legal consequences, within five (5) days after the contract has been concluded, unless the Service Provider has already started providing the service based on the Subscription Contract.

iii. In case of a Subscription Contract concluded for wireless Internet service (i.e. mobile Internet access), the Subscriber may withdraw from the contract within five (5) days after the contract has been signed. The provision of the right of withdrawal is communicated by the Service Provider to the Subscriber when the Subscription Contract is signed.

- 3) **Terminating an indefinite-term Subscription Contract by ordinary notice**

Section 12.3.1 of the Business GTC:

An indefinite-term Subscription Contract may be terminated by the Subscriber in writing **with a fifteen (15) day** notice at any time without providing reasons.

Section 12.5.1 of the Individual GTC:

An indefinite-term Subscription Contract may be terminated by the Subscriber in writing **with an eight (8) day** notice at any time without providing reasons.

In this case, the Service Provider shall not pass on to the Subscriber any call-out charge or any other cost (in particular for the depreciation of the device owned by the Service Provider).

In case of lawful termination by the Subscriber, the Service Provider shall not condition the termination of the Subscription Contract upon the return of devices owned by the Service Provider.

- 4) **Termination of a fixed-term Subscription Contract**

Section 12.3.2 of the Business GTC:

The Subscriber may terminate a fixed-term Subscription Contract by extraordinary notice under the following circumstances:

i. If the General Terms and Conditions are unilaterally modified by the Service Provider in any of the cases described therein and such modification contains provisions to the disadvantage of the Subscriber, the Subscriber has the right, without any further legal consequences, to terminate the fixed-term Subscription Contract by extraordinary notice **within eight (8) days after receiving notification** about the modification. The Subscriber may not terminate a fixed-term Subscription Contract by extraordinary notice according to this Section, if the Subscription Contract was concluded with a view to the discounts associated with the

fixed term, and if the modification does not affect those discounts. If the modification affects the discounts granted, and the Subscriber terminates the fixed-term Subscription Contract, the Service Provider may not claim from the Subscriber the amount of discount with respect to the period after the date of termination.

ii. The Subscriber has the right to terminate the Subscription Contract with immediate effect if the Service Provider fails to repair a defect within thirty (30) days after the defect has been reported. In this case, the Service Provider may not claim refund of the discounts used by the Subscriber and may not attach other detrimental legal consequences to the termination even if the Subscriber has agreed in the fixed-term Subscription Contract to use the service or the associated product, and if he concluded the contract with a view to the resulting discounts, and terminates the contract before the expiry of the fixed term.

If a fixed-term contract is terminated by the Subscriber by extraordinary notice, the contract terminates **on the day following the fifteenth (15th) day after the receipt of the termination notice by the Service Provider**.

If the Subscriber agreed in the fixed-term Subscription Contract to use the service or the associated product, and if he concluded the contract with a view to the resulting discounts, and terminates the contract before the expiry of the fixed term, the Service Provider may only claim refund of the discounts used by the Subscriber, but may not attach other detrimental legal consequences to the termination.

Section 12.5.2 of the Individual GTC:

(a) The Subscriber may terminate a fixed-term Subscription Contract by extraordinary notice under the following circumstances:

i. If the General Terms and Conditions are unilaterally modified by the Service Provider in any of the cases described therein and such modification contains provisions to the disadvantage of the Subscriber, the Subscriber has the right, without any further legal consequences, to terminate the fixed-term Subscription Contract with immediate effect **within fifteen (15) days after receiving notification** about the modification.

The Subscriber may not terminate a fixed-term Subscription Contract according to this Section, if the Subscription Contract was concluded with a view to the discounts associated with the fixed term, and if the modification does not affect those discounts.

If the modification affects the discounts granted, and the Subscriber terminates the fixed-term Subscription Contract, the Service Provider may not claim from the Subscriber the amount of discount with respect to the period after the date of termination.

ii. The Subscriber has the right to terminate the Subscription Contract with immediate effect if the Service Provider fails to repair a defect within thirty (30) days after the defect has been reported. In this case, the Service Provider may not claim refund of the discounts used by the Subscriber and may not attach other detrimental legal consequences to the termination even if the Subscriber has agreed in the fixed-term Subscription Contract to use the service or the associated product, and if he concluded the contract with a view to the resulting discounts, and terminates the contract before the expiry of the fixed term.

(b) If a fixed-term contract is terminated by the Subscriber by extraordinary notice, the contract terminates **on the day after the receipt of the termination notice by the Service Provider**.

(c) If the Subscriber agreed in the fixed-term Subscription Contract to use the service or the associated product, and if he concluded the contract with a view to the resulting discounts, and terminates the contract before the expiry of the fixed term, the Service Provider may only claim refund of the discounts used by the Subscriber, but may not attach other detrimental legal consequences to the termination.

5) Termination by the Service Provider

Section 12.4.1 of the Business GTC: Form of notice of termination

At his own option, the Service Provider may deliver the notice of termination of the Subscription Contract using one of the following methods:

- (a) registered mail, or
- (b) registered mail with return receipt, or
- (c) notice of termination sent to the fax number specified in the Subscription Contract, or
- (d) though an electronic document or by electronic mail.

The notice of termination of sent by the Service Provider shall be considered delivered to the Subscriber as follows:

- (a) in case of registered mail, on the fifth (5th) day after posting, or

(b) in case of registered mail with return receipt, at the time of delivery indicated on the return receipt; however, if the letter is returned as “unclaimed”, or, in spite of the letter being sent to the address specified in the Subscription Contract or to the registered office of the Subscriber, as “addressee unknown” or “addressee moved to an unknown location”, on the fifth (5th) day after the second delivery attempt, or

(c) in case of fax transmission, at the time of delivery indicated on the confirmation of receipt certifying successful transmission, or

(d) in case of an electronic document or electronic mail, at the time of delivery indicated in the confirmation according to the relevant system message.

A notice of termination by the Service Provider must include the following information:

a. the reason for termination,

b. the period of notice and the date when the period of notice expires, and

c. if the reason for termination is a breach of contract by the Subscriber, the information to be provided to the Subscriber is included in the following paragraph.

If the reason for termination is a breach of contract by the Subscriber, and the Subscriber remedies the breach within the period of notice, the Subscription Contract does not terminate with the Service Provider's notice. The Service Provider must promptly inform the Subscriber accordingly.

Section 12.7.1 of the Individual GTC: Form of notice of termination

The Service Provider delivers the notice of termination using one of the following methods:

a. in writing, by registered mail with return receipt, or

b. if approval has been granted by the Subscriber in the Subscription Contract, in an electronic document or electronic letter whose successful delivery can be certified.

6) Section 12.7.1 of the Individual GTC includes the part printed in red, in contrast to the Business GTC.

The Service Provider shall not be entitled to terminate the Subscription Contract if **the amount of overdue invoices does not exceed the amount equal to the monthly subscription fee to be paid by the Subscriber or, if there is no monthly subscription or the monthly subscription fee is more than HUF 10,000 (ten thousand Hungarian Forints), HUF 10,000 (ten thousand Hungarian Forints)**, or if the Subscriber disputes the amount of his debt, and has submitted a request to the authority or any other organization authorized to settle the issue, provided that, after using the service, the Subscriber continuously pays all further non-disputed charges and all outstanding non-disputed charges.

If the Service Provider's billing system has been certified as closed by the certification body appointed by the responsible Minister with respect to the service mentioned in the complaint, the Service Provider is entitled to terminate the Subscription Contract according to this Section 12.7.5 of the General Terms and Conditions even if the Subscriber submits a complaint about charges according to Section 6.2.4.1 of the General Terms and Conditions prior to the payment due date. If a complaint about charges is evaluated, the payment due date is not extended even if the Service Provider fails to reject the complaint within five (5) days after its submission.

7) **Notice period in case of termination by the Service Provider**

Section 12.4.8 of the Business GTC: In case of the termination of the Subscription Contract by the Service Provider, the notice period is **thirty (30) days**, except for the cases specified under 12.4.2 and 12.4.3.

Section 12.7.7 of the Individual GTC: In case of the termination of the Subscription Contract by the Service Provider, the notice period is **sixty (60) days**, except for the cases specified under 12.7.4 and 12.7.5.