

Effective date of the latest amendment of the General Terms and Conditions: 9 September 2019

Date of preparing the General Terms and Conditions: 15 May 2017.

In case of any discrepancy the Hungarian version of the General Terms and Conditions of Business for the Provision of Fixed-Line Data and Internet Services shall prevail.

## **Vodafone Magyarország Zrt.**

# **General Terms and Conditions of Business for the Provision of Fixed-Line Data and Internet Services**

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**1. General data, contact information:**

**1.1. Name and address of Service Provider**

Name of the Service Provider: Vodafone Magyarország Mobil Távközlési Zártkörűen Működő Részvénytársaság

Registered office: H-1096 Budapest, Lechner Ödön fasor 6.

**1.2. Contact information of the Service Provider's Central Customer Service (address, phone number, other contact detail, opening hours), name of place, contact detail or internet address where the updated contact information of other Customer Service centres can be found**

Central Customer Service:

- (a) address: H-1062 Budapest, Váci út 1-3. (Westend City Centre, can be visited personally);
- (b) opening hours: Monday-Wednesday: 10.00-20.00, Thursday: 08.00-20.00, Friday-Saturday: 10.00-20.00, Sunday: 10.00-18.00;
- (c) Phone number of the Key Account Customer Service: 1788, which can be called free of charge in the Service Provider's network from Hungary; or: +36 (1) 288 1788, which will be billed according to the tariff package of the calling party.
- (d) mailing address: 1476 Budapest, Pf. 350.;
- (e) email address: [esd.hu@vodafone.com](mailto:esd.hu@vodafone.com).
- (f) Online self-service platform (Service Navigator): <https://connectivity.vodafone.hu>

### 1.3. All contact information of the Service Provider's error report service (address, phone number, other contact detail, opening hours)

The Service Provider's error report service

- (a) address: H-1062 Budapest, Váci út 1-3. (Westend City Centre, can be visited personally);
- (b) opening hours: Monday-Wednesday: 10.00-20.00, Thursday: 08.00-20.00, Friday-Saturday: 10.00-20.00, Sunday: 10.00-18.00;
- (c) Phone number of the Key Account Customer Service: 1788, which can be called free of charge in the Service Provider's network from Hungary; or: +36 (1) 288 1788, which will be billed according to the tariff package of the calling party.
- (d) mailing address: 1476 Budapest, Pf. 350.;
- (e) email address: [esd.hu@vodafone.com](mailto:esd.hu@vodafone.com).
- (f) Online self-service platform (Service Navigator): <https://connectivity.vodafone.hu>



#### **1.4. Service Provider's website**

Address of the Service Provider's website: [www.vodafone.hu](http://www.vodafone.hu)

## **1.5. Availability of the General Terms and Conditions**

The General Terms and Conditions are available at the Service Provider's

- (a) Customer Service and
- (b) website: <http://www.vodafone.hu/aszf>

The Service Provider keeps the repealed versions of the General Terms and Conditions retroactively for the previous 5 (five) years in electronic format, by clearly indicating their effective periods, and makes those available at its Customer Service and website retroactively for at least 24 (twenty-four) months. The Service Provider provides information on the General Terms and Conditions at the Subscriber's relevant request.

## **2. Conclusion and conditions of the subscription contract**

### **2.1. The procedure for concluding the Subscription Contract, content elements of the offer for concluding the Subscriber Contract according to Section 5(2) of NMHH Decree 2/2015 (III. 30.) of the Hungarian National Media and Infocommunications Authority on the detailed rules of electronic communications Subscription Contracts (hereinafter: Eszr. Decree)**

#### 2.1.1. Procedure on concluding the Subscription Contract

##### **Subscription contract**

The Subscription Contract is an agreement entered into by the Service Provider and the Subscriber in the subject of providing the subscriber service, which consists of the Service Provider's General Terms and Conditions and the specific Subscription Contract. The Service Provider provides the electronic communication services to the Subscriber pursuant to this agreement – manifesting the parties' legal relationship – on the basis of the Agreement with the Authority and the notification provided to the National Media and Infocommunications Authority under the conditions of the relevant legal regulations in force, in possession of the necessary official permits and approvals, and the Subscriber shall comply with the terms of the Subscription Contract and pay for the service used the fee determined in the List of Business Rates (hereinafter referred to as List of Rates) and in the Subscription Contract by the applicable deadline.

##### **Establishing the subscription relationship**

The subscription relationship is established through the Subscriber's signing of the Subscription Contract that contains the Service Provider's offer or acceptance of the terms thereof, by making his statement for signing the Subscription Contract as implied by conduct. The contract signed electronically is considered as an implied contract. The Subscription Contract may be made

- a) between the parties present in the premises: by signing the individual Subscription Contract that contains the Service Provider's offer (written contract) or through the Subscriber's acceptance of the terms of the Subscription Contract as implied by conduct. If in doubt, the date of establishment of the Subscription Contract is the date when the first one of the implying conducts expressed by the Subscriber, accepting the Service Provider's offer, was made. (implied contract)
  - b) between the parties present, outside the premises: by signing an individual Subscription Contract containing the Service Provider's offer.
  - c) through an electronic distance contract (in particular made by phone, on the internet page): through the Subscriber's making of statement implied by conduct aimed at the signing of the Subscription Contract, accepting the Service Provider's offer. The electronic distance contract is considered as an implied contract.
- a) The Subscription Contract may be concluded between parties present, in the Service Provider's customer service centres, brand representations and reseller network and the Service Provider's premises. The Subscription Contract may be signed for a definite or an indefinite period of time.
  - b) The contract is made between the parties present outside the Premises if the Subscription Contract is signed outside the Service Provider's premises and the contracting parties or their representatives are present in person when the Subscription Contract is signed.
  - c) A distance Subscription Contract is made between the Service Provider and the Subscriber for the services expressly specified in the annex to the General Terms and Conditions entitled "List of Rates" or in the individual Subscription Contract, under the following terms and conditions.

Simultaneously with the conclusion of the distance contract, the Service Provider shall start providing the service in accordance with the General Terms and Conditions.

If the Service Provider notices during the check of the data specified by the Subscriber that there is a discrepancy between the data specified by the Subscriber and the data supplied by the Ministry of the Interior (Deputy State Secretariat of the Ministry of the Interior in charge of Keeping Registries), the data specified by the Subscriber are not the Subscriber's real data or they are obviously false, the Service Provider shall consider the contract to be invalid. In the case of invalidity, the Service Provider shall not refund the fees of the services used.

To conclude the Subscription Contract the Subscriber's Representative must present his valid personal identification card, passport or other suitable proof of identity. In case of companies - in addition to above - the resolution on registering the company or the certificate of incorporation, the original specimen of signature, articles or association or deed of foundation need to be presented simultaneously.

The Service Provider is entitled to check the authenticity of the Subscriber's data in cooperation with GIRO Elszámolásforgalmi Zártkörűen Működő Részvénytársaság (registered office: H-1054 Budapest, Vadász utca 31., registered by the Court of Registration of the Budapest Metropolitan Court at 01-10-041159) in the database of the Ministry of the Interior (Deputy State Secretariat of the Ministry of the Interior in charge of Keeping Registries).

It shall be deemed as conduct implying the acceptance of the Service Provider's offer if the Subscriber shows any active conduct that expresses agreement in knowledge of the substantial content of the Subscription Contract, in particular:

- signing via an electronic tool on the electronic interface;
- in the course of signing the Subscription Contract, the service fee is paid;
- the signing of a sales contract which contains a reference to the Subscription Contract;
- use of the Service;
- expressing acceptance through other implying conduct;

Prior to the signing of the Subscription Contract, the Service Provider ensures that the Subscriber can learn the contractual text that contains the Service Provider's offer. In the case of a fixed-term contract signed with a Small Enterprise Subscriber, the Service Provider shall inform the Subscriber about the amount of all costs that are charged as a minimum during the entire term of the fixed-term Subscription Contract, for each service or service element, separately and as a total. In knowledge of the contractual provisions, the Subscriber states, through an implying conduct, whether it signs the Subscription Contract.

During the existence of the Subscription Contract or after the expiration thereof, within the statute of limitations set forth in Section 143(2) of Act C of 2003 on electronic communications (hereinafter: Eht Act), the Small Enterprise Subscriber may request once per year free of charge that the document with the content of the Subscription Contract effective at the time specified by it, containing at least the elements mentioned in Section 11(1) of the Eszr Decree, be presented thereto. The Service Provider shall transmit or send this document to the Small Enterprise Subscriber in a verifiable manner, within 8 days following receipt of the relevant request free of charge, unless otherwise expressly specified by the Small Enterprise Subscriber, by email, or, based on the Small Enterprise Subscriber's choice, on paper, in printer form, or on another durable data carrier. The fee for requesting the document specified in this section several times a year is stated in Annex 1 entitled List of Rates.

## **Subscriber**

Subscriber means the natural or legal person or unincorporated business association, or the sole proprietor and other organization, who/which uses the Service on the basis of the Subscription Contract. The Subscriber bears joint and several liability with the account payer for performing the obligations defined in the Subscription Contract. If the Subscriber and the Account Payer of the Subscription Contract are separate entities, then the definition of Account Payer shall also include the Subscriber. For the purposes of the General Terms and Conditions Subscriber means Small Enterprise and Large Enterprise Subscribers as well, unless a distinction is made between those.

## **Small Enterprise Subscriber**

A Small Enterprise Subscriber is a legal entity, unincorporated business association, sole trader, another organisation or natural person Subscriber that uses the electronic communications service within the scope of its profession, independent occupation, economic or business activity or duties specified by law and whose number

of employees is less than 50 people and annual net sales revenue or balance sheet total is less than the HUF amount equivalent to EUR 10 million.

The Small Enterprise Subscriber may be represented by lawyers or natural persons, whose power of attorney has been authenticated by a notary public, or has been drafted and countersigned by an attorney, or who has been authorized by the Subscriber to proceed in a private document that has been duly signed by the Subscriber and has been attested by two witnesses.

### **Medium and Large Enterprise Subscriber**

Based on the Service Provider's business segmentation, Medium and Large Enterprise Subscribers (hereinafter: Large Enterprise Subscriber) are legal entities, unincorporated business associations, sole traders, other organisations or natural person Subscribers that use the electronic communications service within the scope of their profession, independent occupation, economic or business activity or duties specified by law and whose number of employees is at least 50 people and annual net sales revenue or balance sheet total is at least the HUF amount equivalent to EUR 10 million.

Large Enterprise Subscribers may be represented by lawyers or natural persons, whose power of attorney has been authenticated by notary public, or has been drafted and countersigned by attorney, or who has been authorized by the Subscriber to proceed in a private document that has been duly signed by the Subscriber and has been attested by two witnesses.

### **User**

The natural person or legal entity or unincorporated business association, sole trader, other organisation that uses the (electronic communications) service provided by the Service Provider and does not provide publicly accessible electronic communications services. If the User and the Subscriber is not the same person, then the user, in a normal case, uses the service with the Subscriber's knowledge and consent.

### **The Service Provider's premises**

a) any property where the Service Provider conducts its activity on a permanent basis, including but not limited to: properties of its Customer Service offices, dealers, reseller network, Service Provider's agents;

b) any movable asset using which the Service Provider usually conducts its activity, including but not limited to: sales vehicles, mobile points of sale (e.g.: booths, pavilions), the movable assets of Service Provider's agents using which the agents usually conduct their activity.

#### **2.1.2. Content elements of the offer to conclude Subscription Contract**

The Service Provider accepts the Subscriber's notification to use the service at its central customer service office, brand representations, resellers, and, in the case of Large Enterprise Subscribers, through the corporate account manager. The time of the demand notification is the time when the demand notification, containing all necessary data and all related necessary documents, is received at Service Provider's above mentioned client relation sites or to a client relation person. The demand notification must contain all essential terms of using the service, including in particular the chosen starting day of using the service and other important terms.

In case of managed leased line services, the demand notification must contain at least the following:

- the exact address of the requested access point,
- if the owner of the place of installation and the Subscriber are different persons, the written consent of the property owner to create the access point is also required.

In case of managed leased line services, having regard to the nature of the services, the feasibility of the demand notification needs to be examined.

##### **2.1.2.1. Checking Subscriber's creditworthiness**

In accordance with data protection and management rules of Annex no. 3 of the General Terms and Conditions, Service Provider is entitled to check Subscriber's creditworthiness in order to get an overview of the Subscriber's readiness and ability to pay having regard to the benefits provided by the Service Provider to the Subscriber and the credit nature of the service caused by the method of paying for the subscriber service. The concerned data is processed in accordance with Annex 3 to the General Terms and Conditions.

## **2.2. List of details required to conclude the Subscription Contract,**

The data pertaining to the Subscription Contract are listed in Annex no. 3. of the General Terms and Conditions.

## **2.3. Method and conditions of using subscriber services; potential temporal, personal, material and other conditions of using the service**

### 2.3.1. Method and conditions of using the subscriber services

The Service Provider shall provide the Service to the Subscriber under the provisions of these General Terms and Conditions and the applicable legal regulations. The contractual terms of the other services not regulated by the General Terms and Conditions are governed by the provisions of Terms of Use for Other Services which can be found on the Service Provider's website.

#### 2.3.1.1. For Small Enterprise Subscribers

When signing a written Subscription Contract, small and medium sized enterprises may request in a written statement or, in the case of signing an electronic contract, in the same manner as the signing of the contract, that the rules applicable to retail subscribers be applied to them, and the Service Provider shall provide information about these, presenting both the advantages and the disadvantages.

The document entitled "Differences Between the General Terms and Conditions for Retail and Business Subscribers (GTC) and other terms and conditions for small and medium enterprises" is available on the following link: [www.vodafone.hu/aszf](http://www.vodafone.hu/aszf)

### 2.3.2. The time, geographic, personal, material and other limitations of the use of the service

After a preliminary assessment, the Service Provider provides Fixed-Line data and Internet services exclusively in the territory of Hungary. An exception is the International IP VPN Service, in the case of which the Subscriber, also based on a preliminary assessment, may also request the inclusion of foreign terminal points into the IP VPN network.

The Service Provider may refuse concluding the Subscription Contract or may make it conditional upon the payment of an amount set by the Service Provider. After the termination of the Subscription Contract, the Service Provider only signs another Subscription Contract with the Subscriber if the Subscriber or the Account Payer has no outstanding debt toward the Service Provider that results from using the Service, or if the former Subscription Contract was not terminated on the grounds of the Subscriber's and/or the Account Payer's breach of contract.

In order to prevent any circumvention of performing the obligations arising out of the Subscription Contract, the Service Provider reserves the right to reject signing the Subscription Contract if there are reasonable grounds to presume that the contracting party has misled or is trying to mislead the Service Provider in order to cause damage. (In particular if a document provided for identification is obviously false, falsified or invalid.)

The Subscriber may not resell the Service. Reselling the Service is a violation of the requirement of the proper exercising of rights, because the Service Provider provides the Service for the Subscriber's use, and the Service is intended to be used solely by Subscribers.

The SIM card provided for the use of the Mobile Data Backup option may only be used in the terminal equipment installed by the Service Provider at the Subscriber's premises.



## **2.4. Deadline for establishing a subscriber access point, for connecting it to a network terminal point or network and for beginning service provision**

The time required for the Service Provider to install the Fixed-Line Data and Internet Services is, or may be, influenced by the following factors:

- availability of the given geographic point from a transmission technology point of view
- the network-related tasks required to deploy the service at a specific geographic point
- authorisation required for the deployment of the service at a specific geographic point (acquisition of permits from property owners and authorities and the relevant lead times)
- deployment tasks required to deploy the service at a specific geographic point (installation and configuration of the Subscriber-side terminal equipment, cabling work)
- complexity of the configuration settings ordered by the Subscriber
- number of geographic points (sites) covered by the Subscriber's order

Deployment time is specified in the Subscription Contract or in an individual contract, having regard to the above considerations. As regards fulfilment of the contracts, the Parties shall agree on a deployment deadline for each geographic point (site) specified by the Subscriber separately.

It shall not be considered as a delay in fulfilment if the delayed fulfilment arises from the fact that the Subscriber did not ensure the conditions required for the Service Provider to carry out on-site installation and cabling work at the geographical point (site). On-site installation covers all activities required for the deployment of the service at the geographic address designated by the Subscriber – in a property owned or leased by the Subscriber –, in particular, but not limited to, performance of the following activities in accordance with the terms and conditions set out in the Subscription Contract:

- placement of equipment at the top of the building
- cabling, cable routing and cable trunking works inside the building
- routing cables between floors inside the building

“Establishment of an access point” shall mean the establishment of a new access point, or the relocation of an existing access point – at a geographical point (site) specified by the Subscriber where an access point has been established earlier –, as well as the establishment of an additional access point in cases where, from a technical point of view (i.e. from the aspect of data transmission), such an establishment requires the installation of new infrastructure not only logically but also physically.

If a work area specified by Subscriber is considered to pose a risk of accident or to be harmful to human health by the person performing work on behalf of the Service Provider, the Service Provider may suspend the work until such risk is eliminated. The Subscriber shall be responsible for carrying out the work required to reduce or eliminate such risk. The Subscriber also acknowledges that a delay due to the above reason may not be attributed to the Service Provider.

## **2.5. Conditions for the termination specified in Section 8(2) of the Eszr Decree**

- 2.5.1. A Small Enterprise Subscriber may terminate the Subscription Contract with immediate effect within 14 days following the start of the rendering of the services if its interest in the continued performance of the Subscription Contract has ceased on account of the fact that at the place of use specified in the Subscription Contract the Service quality did not meet the provisions of the Subscription Contract or the service cannot be used. Detailed conditions for the possibility, conditions and consequences of exercising the right to termination are laid down in Section 12.4.
- 2.5.2. Unless the contrary has been agreed expressly by the Parties, a Medium and Large Enterprise Subscriber may not terminate the Subscription Contract within 14 days following the start of the rendering of the services, if its interest in the continued performance of the Subscription Contract has ceased on account of the fact that at the place of use specified in the Subscription Contract the Service quality did not meet the provisions of the Subscription Contract or the service cannot be used.

**2.6. Other deviations from the provisions of the Eht Act and the Eszr Decree.**

- 2.6.1. Unless explicitly agreed otherwise by the Parties, upon the conclusion of a contract by Medium and Large Enterprise Subscribers, an exact date for the expiry of the fixed term shall not be specified in the Subscription Contract.

### **3. Content of the subscriber service**

Under these General Terms and Conditions, the Service Provider shall provide Leased Line Service (List of Business Services (SZJ) ID: 64.20.14.3), Leased Line Internet Service (SZJ ID: 64.20.18.0), Virtual Private Network (VPN) Service (SZJ ID: 64.20.14.1), Managed WiFi Service (SZJ ID: 64.20.28.9) and related ancillary services.

#### **3.1. Description of the subscriber service provided by Service Provider**

##### **3.1.1. Managed Leased Line Service**

In the framework of the Managed Leased Line Service, the Provider shall provide a reliable, high-availability, symmetrical (meaning that the Managed Leased Line Service has a symmetrical bandwidth, i.e. the download speed and upload speed ordered are the same for the leased line) data link between two geographic points (sites) specified by the Subscriber. The data link is composed of the Service Provider's optical backbone network and the transmission path set up between the Service Provider's optical backbone network and the geographical point (site) indicated by the Subscriber jointly.

"Managed Service" shall mean that the Service Provider performs monitoring of the entire data transmission path, regardless of the technology used, including monitoring of the Subscriber-side terminal equipment, which is to be provided exclusively by the Service Provider. The type of Subscriber-side terminal equipment is selected by the Service Provider according to the requirements of the Subscriber.

The data transmission path set up between the Service Provider's optical backbone network and the geographical point (site) indicated by the Subscriber may be implemented in several technological ways:

- microwave data transmission provided by the Service Provider
- data transmission via a cable or microwave owned by a third party and leased by the Service Provider
- data transmission via a cable installed and owned by the Service Provider.

The Service Provider may provide its services by realising any one of the above implementation options.

The bandwidth of the connection to the optical backbone network shall be determined, based on the Subscriber's requirements and the Service Provider's possibilities for technical implementation, during consultations held preceding the signing of an Individual Subscription Contract and set out in the Technical Annex, which is an integral part of the Individual Subscription Contract.

##### **3.1.2. Managed Leased Line Internet Service**

In the case of using the Managed Leased Line Service, the Managed Leased Line Internet Service may be ordered with quality parameters adapted to the leased line: as an Internet access with symmetrical and guaranteed bandwidth. Internet access and the necessary configuration and equipment shall be provided by the Service Provider.

Internet access comes with different bandwidths, which can be chosen according to the Subscriber's needs; this is to be understood as being additional to the access speed of the Managed Leased Line and being allocated additional bandwidth, i.e. the bandwidths associated with the Managed Leased Line Service and the Managed Leased Line Internet Service are to be added up.

The bandwidth of the connection to the optical backbone network shall be determined, based on the Subscriber's requirements and the Service Provider's possibilities for technical implementation, during consultations held preceding the signing of an Individual Subscription Contract and set out in the Technical Annex, which is an integral part of the Individual Subscription Contract.

The equipment required for the provision of the service is partially made up of network equipment (in the Service Provider's network), and partially of equipment installed at the geographical point (site) where the service is provided to the Subscriber, i.e. Subscriber-side terminal equipment. The establishment of a comprehensively

managed data transmission path is jointly ensured by these pieces of equipment. The link between the geographical point specified by the Subscriber and the Service Provider's optical backbone network is based on the managed leased line connection of the Service Provider and the related Subscriber-side terminal equipment. Operation of the Internet leased line at the geographical address indicated by the Subscriber requires a Subscriber-side terminal equipment that enables communications between the Subscriber's local data network and the Service Provider's optical backbone network; physically speaking, such equipment can either be identical to or distinct from the Subscriber-side terminal equipment that has already been installed to allow the use of the leased line service, and it should support the Internet Protocol. This terminal equipment, regardless of the manner of its technological implementation, shall be under the Service Provider's control. The Subscriber-side terminal equipment is designed to collect the Subscriber-side Internet traffic. The Subscriber-side terminal equipment is not part of the (MPLS-based) optical backbone network; logically, it is totally distinct from such optical backbone network. The choice of Subscriber-side terminal equipment depends on the technical characteristics of the service requested. The point of service delivery, i.e. the point where responsibility is passed on by the Service Provider, shall be the Ethernet port of the Subscriber-side terminal equipment installed at the Subscriber's premises.

In view of the above, the Subscriber shall arrange for the physical protection of the Subscriber-side terminal equipment installed by the Service Provider in order to ensure its adequate power supply. The Service Provider shall not be liable for any damages arising from power supply interruptions, or other failures of the power supply or for any service outages that may occur. The Subscriber undertakes to fully cooperate with the Service Provider and its employees or agents in the event of a failure of the Subscriber-side terminal equipment in order to facilitate troubleshooting. The Service Provider warrants that the Subscriber-side terminal equipment installed to enable the use of the service complies with the provisions of Section 80(1)-(3) of Act C of 2003 on Electronic Communications. The Subscriber-side terminal equipment is owned by the Service Provider, and is made available for use to the Subscriber by the Service Provider. Upon termination of the Subscription Contract, the Subscriber shall return the terminal equipment to the Service Provider without undue delay.

### **3.1.3. Additional, optional services available together with the Managed Leased Line Internet Service**

#### **3.1.3.1. Virtual Private Network (MPLS IP VPN) Service**

In addition to the Managed Leased Line Service, the Service Provider also offers a Virtual Private Network Service by connecting individual geographic points in a closed (encrypted), protected and quality-guaranteed manner. This allows individual sites to transmit data between each other. The equipment necessary for rendering this service shall be provided by the Service Provider. This service is based on the technological capability of the Service Provider's MPLS telecommunication network and is realised through its own backbone network.

The Service Provider provides the Virtual Private Network Service (MPLS IP VPN - MultiProtocol Label Switching – Internet Protocol Virtual Private Network) to such companies that have high data traffic and multiple sites, and for which it is of the utmost importance that data and information should be transmitted in an encrypted form and securely in a virtual private network. According to the business needs, new sites can be connected to the network.

This service allows IP-based voice and data transmission between individual sites – the relevant structure (topology) is provided by the Service Provider in consultation with the Subscriber, according to the requirements of the Subscriber. The geographic points (sites) specified by the Subscriber are connected to the Service Provider's optical backbone network; the Service Provider shall be responsible for IP-based voice and data transmission between the individual geographic points and proper separation of the various virtual networks served on the Service Provider's MPLS network. Individual sites can communicate with each other so that their communication channel is not accessible to external users outside the IP VPN and is also protected against external data traffic.

#### **3.1.3.2. Virtual Private Network (MPLS IP VPN) Service at foreign terminal points**

The Service Provider's Virtual Private Network Service is also available at geographic points (sites) outside of Hungary, which are also connected to the network in a closed (encrypted), secure and quality-guaranteed manner. This enables both domestic and foreign sites to connect to the closed data network and transmit data to each other. In the case of foreign terminal points, the equipment necessary for providing the service shall be ensured

by Vodafone Magyarország Zrt. through Vodafone Global Enterprise Ltd., the Vodafone subsidiary operating in the country concerned, or a subcontractor of Vodafone Global Enterprise Ltd. (Carrier Partner).

The Service Provider provides the Virtual Private Network Service (MPLS IP VPN - MultiProtocol Label Switching – Internet Protocol Virtual Private Network) Available at Foreign Terminal Points to companies with high data traffic and multiple sites, possibly also sites abroad, for which it is of the utmost importance that data and information should be transmitted in an encrypted form and securely in a virtual private network. According to the business needs, new domestic or foreign sites can be connected to the network.

This service allows IP-based voice and data transmission between individual sites – the relevant structure (topology) is provided by the Service Provider in consultation with the Subscriber, according to the requirements of the Subscriber. The geographic points (sites) specified by the Subscriber are connected to the Service Provider's optical backbone network; the Service Provider shall be responsible for IP-based voice and data transmission between the individual geographic points and proper separation of the various virtual networks served on the Service Provider's MPLS network. Individual sites can communicate with each other so that their communication channel is not accessible to external users outside the IP VPN and is also protected against external data traffic.

### 3.1.3.3. Additional, optional services available together with the Virtual Private Network Service

#### 3.1.3.3.1. Data traffic prioritising – QoS (Quality of Service)

In view of the fact that, by default, individual data traffic elements are transmitted in a virtual private network without any separate classification (marking) or priority logic, the Service Provider, within the framework of the Data Traffic Prioritisation Service, provides an opportunity for the recognition of certain classified data traffic, which is prioritised in the order of importance by the Subscriber, by the network equipment and the equipment installed at the Subscriber's premises, thereby allowing the processing and execution according to this high-priority classification. The marking of individual data traffics is the Subscriber's responsibility. The Service Provider shall transmit data packets according to their classification. This type of data traffic processing significantly supports the Subscriber in realising the Subscriber's data traffic, transmitted through a virtual private network, in accordance with its own business and other preferences. Thus, among other things, this service allows IP voice traffic transmitted on an MPLS-based virtual private network to be prioritised over non-voice traffic. Technically, the port speed configured at the service access point, at the Subscriber-side terminal equipment, is divided between different priority classes. Partition takes place so that, during configuration, the Service Provider ensures priority transmission for data traffic marked as higher-priority, up to a certain percentage of the port speed which is to be specified by the Service Provider. Thus, up to a speed not exceeding this value, the aggregate traffic that is marked as higher-priority and is received at a given port may not be congested. This configuration does not mean speed restriction, since prioritised or non-prioritised data traffic may use the total available port speed of the Subscriber-side terminal equipment in the absence of the other type of data traffic.



The figure shows the functioning of the QoS service. The Customer-Premises Equipment (CPE) examines incoming traffic and assigns the appropriate markings.

Customer packets can be marked:

- by IP address (source/destination)
- by Protocol/Port (TCP or UDP port number)
- by precedence and/or DSCP values

After this, according to the marking assigned, it performs additional tasks:

- Traffic scheduling
- It marks the packets in a manner that can be interpreted by the core network, thus ensuring QoS across the entire Service Provider path.

### **3.1.3.3.2. VLAN Separation Service**

The VLAN Separation Service is an additional, optional feature of the MPLS-based Virtual Private Network Service; this functionality is also named Multi-VRF (Multi Virtual Routing and Forwarding). The VLAN Separation Service feature allows customers to create multiple virtual private networks on the same Subscriber-side terminal equipment at the same time, and to configure data traffic directions and rules according to which data traffic forwarding can take place.

This service also allows customers to configure that the data transmitted by certain sites designated by the Subscriber on the virtual private network will not be visible and accessible to other (non-designated) sites.

### **3.1.3.3.3. Site-to-Site VPN Service**

Site-to-Site VPN Service is an additional and optional feature of an MPLS-based virtual private network by which a local network of a remote site can be connected to the protected data network – through a public or other data network, in an encrypted form.

In this implementation, data transmission does not take place via a leased line, but via a different data or an Internet network. The quality characteristics of the data transmission path, in particular those regarding availability, packet loss and transmission delay, are determined by the transmission path chosen by the Subscriber and falling within the sphere of interest, as well as the control, of the Service Provider. The Service Provider ensures encryption of the transmission path.

### **3.1.3.3.4. Remote Access VPN service**

Remote Access VPN service is an additional and optional feature of an MPLS-based virtual private network by which a variable, location-independent remote geographic point (not a site) can be connected to the protected data network – through a public network, in an encrypted form. Owing to this service, an external staff member or business partner can log into and access the Subscriber's virtual private network through a secure channel during which the information required to create and maintain a connection remains hidden. When connecting to the protected data network, log-in requires an authentication. The Subscriber thus can properly validate and log users logged into the data network from outside of the network (that is, who and when logged in), and create a secure data communication channel for them.

The Service Provider uses authentication and client verification at the time of log-in and may as well use IP Filtering.

### **3.1.3.4. Mobile Data Backup Option**

In addition to the Managed Leased Line Service, the Service Provider offers an alternative access method (thereby increasing the service level) for the event of a possible failure. The Mobile Data Backup Service uses the Service Provider's mobile network. In the event of an outage, the terminal equipment installed at the Subscriber's premises automatically ensures change-over to the Mobile Data Backup path.

The information required to use the Mobile Data Backup service is contained in the SIM card placed into the terminal equipment installed at the Subscriber's premises. The Subscriber is not allowed to remove this SIM card, or the module containing it. The Service Provider shall not be liable for any deterioration in quality resulting from the removal of the SIM card from the terminal equipment. In the case of any unreasonable increase in data traffic due to the use of the SIM card for other (unauthorised) purposes, such data traffic shall be billed by the Service

Provider to the Subscriber based on the List of Rates attached hereto as Annex 1, and the Service Provider may suspend provision of the Mobile Data Backup Option Service.

### **3.1.3.5. Managed WiFi Service**

The Managed WiFi Service is a wireless LAN (WLAN) and radio device management solution that provides wireless (WiFi) access to the corporate data network at the Subscriber's premises by complementing the traditional fixed-line infrastructure with a WiFi access. After a preliminary on-site inspection, the managed WiFi network is created, configured and operated by the Service Provider at the terminal points requested by the Subscriber. The Managed WiFi Service does not cover any radio devices, LAN ports or other interfaces that are not directly connected to the equipment managed by the Service Provider. As network equipment is installed at the Subscriber's premises, the Service Provider shall carry out all management functions related to the provision of the service remotely, by means of a cloud-based management solution.

The Managed WiFi Service is available for new and existing Vodafone Leased Line Internet or Virtual Private Network Subscribers at whose site(s) the wireless or fixed-line network equipment necessary for provision of the service has already been installed, including configuration. The service is only available within the range of the wireless radio devices.

The Subscriber acknowledges that the signal strength of the WiFi network and thus the amount of data that can be transmitted through the network over a period of time (i.e. bandwidth) may be influenced by environmental factors (such as the composition or thickness of walls, etc.), and therefore, based on a preliminary inspection, the location of wireless access points (APs) should be designed so that there should not be any points with low signal strength, or "dead zones" (with no signal), in the area intended to be covered by the wireless network. Designing of the network, including the location of APs, is performed by the Service Provider in agreement with the Subscriber. Subscriber also acknowledges that if it does not accept the installation of the network and the APs in the manner recommended by the Service Provider, this may have an adverse impact on the WiFi signal's quality.

The annual availability of the service, as undertaken by the Service Provider, is set out in the Individual Subscription Contract concluded with the Subscriber.

The network equipment installed at the Subscriber's premises in order to provide the Managed WiFi Service is the property of the Service Provider.

A detailed description of the network to be deployed at the Subscriber's site(s) and the equipment provided is set out in the Technical Annex to the Individual Subscription Contract.

#### **3.1.3.5.1. Service management level of the Managed WiFi Service**

Service Provider offers the following service management activities to customers, and upon conclusion of an Individual Subscription Contract, the Subscriber shall state whether it wishes to use them:

##### **1) Monitoring and notification**

The "monitoring and notification" management level includes the performance of the following activities by the Service Provider.

- **Monitoring**

The Service Provider carries out a continuous (24/7) monitoring activity with regard to any network equipment required for the provision of the Managed WiFi Service that is installed at the Subscriber's premises and owned by the Service Provider. The Service Provider carries out such monitoring activity through Service Navigator, which is also accessible to the Subscriber and the detailed description of which is contained in section 3.1.4.2 of these GTC.

- **Notification**



The Service Provider performs a standard level of troubleshooting and notification with regard to network equipment installed at the Subscriber's premises. In the event of any failure, the Service Provider's Network Operations Centre (NOC) staff will record a trouble ticket in the internal troubleshooting system, and the Subscriber will also be notified via the customer-side technical contact persons whose details are recorded in the Service Provider's system. The Subscriber shall be responsible for the continuous updating of the contact information of its customer-side technical contact persons. Simultaneously with recording a trouble ticket, the Service Provider shall start the troubleshooting process. The Subscriber will also be notified of the correction of the error.

## **2) Physical management**

In addition to monitoring and notification activities, the Service Provider provides physical management as follows.

- Network design

Prior to deployment, based on prior consultations with the Subscriber, the Service Provider shall design the WiFi network that is part of the subscription. The design documentation shall contain the customer's requirements as well as the network designed accordingly.

- Physical monitoring and management

The Service Provider shall perform a continuous physical error checking and monitoring of the installed CPEs. Correction of physical errors shall be the Service Provider's responsibility. Any modification of the configuration settings shall be made by the Subscriber.

## **3) Comprehensive management**

In addition to physical management activities, the Service Provider also provides a comprehensive management service according to the following.

- Troubleshooting

Both physical errors and modification of the configuration settings will be made by the Service Provider in consultation with the Subscriber. Interventions may be performed remotely from the Service Provider's headquarters or, if necessary, on-site at the Subscriber's premises.

- Network management

Vodafone NOC provides continuous and full physical and logical troubleshooting, configuration and monitoring for equipment installed at the Subscriber's premises.

- Change management

Management of any service-related change requests submitted by the Subscriber. The Service Provider shall perform any change management activity requested by the Subscriber free of charge for one (1) hour per month. Any work exceeding one hour shall be subject to an individual price quote.

Deploying new APs, modifying the location of existing APs, or any kind of network extension are outside the scope of change management, because these activities require the partial or total redesigning of the network. These cases are handled by the Service Provider based on an individual price quote and/or contract amendment.

### **3.1.3.5.2. Customised ancillary services offered with the Managed WiFi Service**

#### 1) Guest access – guest WiFi

This option allows the Subscriber's guests to connect to a network that is independent of the Subscriber's internal network and access the Internet through such a network. Guest access can be customised and restricted.

#### 2) Business Group – Employee WiFi

The Service Provider provides a dedicated wireless network for business communication, which is delivered according to the customer's requirements.

#### 3) Captive Portal

Captive Portal is a customisable login page that may be used to complement the guest access service.

#### 4) QoS (Quality of Service)

Service Provider configures and applies the traffic management and traffic prioritisation rules defined by the Subscriber in the wireless network.

#### 5) Content filtering

Service Provider applies the content filtering settings specified by the Subscriber in the wireless network.

### **3.1.3.5.3. Other general terms and conditions governing the Managed WiFi Service**

a) The Subscriber shall notify the Service Provider of any activity in the wireless coverage area of the service that may have an adverse impact on the quality of the service.

b) The Subscriber shall provide the Service Provider with a floor plan to scale for the premises where the service is provided, which may be used for designing and operating the network as well as for efficient troubleshooting.

c) Any and all information disclosed and made available to the Subscriber by the Service Provider in connection with the service provided, including reports, shall be treated as confidential information.

d) The Service Provider does not guarantee that the Managed WiFi Service, and within that the Subscriber's network, is protected against malicious attacks (e.g. computer viruses, Trojan horses, spyware, etc.) in all cases. The Service Provider shall not be liable for any damages that may arise from such attacks.

e) The Service Provider may also use subcontractors to perform the deployment of the service or other physical troubleshooting work.

### **3.1.3.6. Fixed IP Address Service**

Within the framework of the Fixed IP Address Service, the Service Provider assigns a fixed IP address to the Subscriber's terminal point. When connecting to the Internet, always this IP address will be assigned, and it may not be assigned to another subscriber, even in periods when provision of the service is suspended. The Fixed IP Address Service is only available together with the Leased Line Internet Service.

## **3.1.4. Other value-added services offered with fixed-line data and Internet services**

### **3.1.4.1. Premium Service Management**

Premium Service Management is an additional, optional service offered with the Managed Leased Line Service. As part of this service, the Service Provider provides the following:

#### **3.1.4.1.1. A Dedicated Service Manager assigned to a specific client**

The Dedicated Service Manager will be responsible for providing technical consultancy and information, and receiving change requests concerning the service in case of scheduled or unforeseen changes in the managed data services. As part of the continuous technical support, a Quality of Service Report is prepared by the Service Provider and delivered to the Subscriber on a monthly basis.

#### **3.1.4.1.2. Quality of Service Report**

It includes information on the monthly and annual performance of quality targets undertaken by the Service Provider with regard to the managed data services:

- percentage of annual and monthly availability;
- list of service outages and the duration of such outages, expressed in hours and minutes;
- annual and monthly duration of service outages, cumulatively, expressed in hours and minutes.

#### **3.1.4.2. Service Navigator (self-service platform)**

Service Navigator is Vodafone's proprietary software application accessible via the Internet that provides access to Subscribers to perform a daily monitoring of the managed data services and report any service-related errors. This interface can be accessed via an encrypted (HTTPS) connection with an individual user name.

In Service Navigator, Subscribers can view all of the related and already deployed leased line or virtual private network connections and their current service quality features, as well as the status of the installed Subscriber-side terminal equipment.

In Service Navigator, Subscribers can create trouble tickets, which will be received by the Service Provider with a 24/7 availability.

Features and services of Service Navigator:

- individual sites are shown in a map view
- a diagram shows the data traffic of each piece of Subscriber-side terminal equipment
- an overview of the data network's status is shown: individual sites are aggregated by status and colour-coded
- technical contact information provided by the Subscriber and registered by the Service Provider
- details of the pieces of Subscriber-side terminal equipment: manufacturer, type, serial number, IP address, location

Service Navigator is part of the standard service package.

The Subscriber shall treat confidentially the information needed to access the Service Navigator, having regard to the fact that the Service Provider grants access to this interface to the Subscriber only. The Subscriber waives any claims against the Service Provider in cases where unauthorised third parties become aware of such access details.

#### **3.1.5. Other services**

The Service Provider also provides Subscribers with other services related to Fixed-Line Data and Internet Services which do not qualify as electronic communications services. Other services not qualifying as electronic communications services are governed by the General Terms and Conditions of Other Services and the agreements signed by the Parties.

#### **3.1.6.. Occasional package offer**

The Service Provider prepares a customised occasional package offer for every Post-Paid (monthly charge) and Pre-Paid (top-up card) Subscriber, as part of the Subscription Contract without any additional charges, based on the Subscriber's utilisation habits, which is best adapted to its needs given the possibilities, and based on prior

consent, it offers it from time to time at the Service Provider's discretion, or upon the specific request or initiative of the Subscriber.

### **3.2. Territorial scope of service availability**

The territorial scope and limits of the Service are contained in Section 2.3.2 of these General Terms and Conditions.

### **3.3. Description of access to and use of emergency number services and caller location information,**

This content may not be considered as part of the Fixed-Line Data and Internet Services.

### **3.4. Information on whether the service is a universal service**

The Service is not a universal service.

### **3.5. The location of the subscriber's access point representing the limit of the Service Provider's liability**

#### **3.5.1. Access point for Managed Data Services**

Within the framework of the service, the Service Provider guarantees that a data connection is created on the Ethernet port (i.e. the service delivery point of the Internet communication system) of the terminal equipment installed at the Subscriber's premises. By transmitting data to this Ethernet port, the obligation undertaken by the Service Provider shall be considered as fulfilled, and the Service Provider shall not have any further liability with regard to the transmission of data.

#### **3.5.2. Access point for the Mobile Data Backup Option Service, which is available together with the Leased Line Internet Service**

For the Mobile Data Backup Option Service, or when the Subscriber's data traffic is automatically transferred to the Service Provider's mobile network in the event of a possible outage of the Leased Line Internet Service, the service delivery point shall be the SIM card placed into the terminal equipment used to provide the Leased Line Internet Service.

The SIM card is an active device used to identify a Subscriber that is eligible to use the Mobile Data Backup Option Service. At minimum, it includes the Subscriber's identification number and the information needed to use the Mobile Data Backup Option. The SIM card will at all times remain the property of the Service Provider even after it has been handed over to the Subscriber by the Service Provider for use.

The SIM card provided to use the Mobile Data Backup Option Service may only be used in the terminal equipment installed by the Service Provider at the Subscriber's premises for the purposes of the Leased Line Internet Service.



#### **4. Quality and safety of the subscriber service**

##### **4.1. The subscriber service, the target values specified in the Government Decree on the requirements for the quality of electronic communications service concerning the protection of Subscribers and users or the target values of the service quality requirements agreed by the Service Provider, their interpretation and methods of measuring compliance**

The Service Provider shall provide services whose quality conforms to the requirements laid down in the industry standards and recommendations, the Concession Agreement, as well as the legislation in force at any time, in a manner that may be reasonably expected from it, under the available and possible technical conditions, and shall make sure that the systems it operates are properly developed, operated, supervised and maintained.

In order to continuously monitor and improve quality, the Service Provider will regularly measure, document and archive the following quality parameters. The quality indicators that can apply to more than one service type need to be monitored and interpreted separately for each service type.

The Service Provider is required to regularly (quarterly, yearly) carry out measurements and checks aimed to determine the quality of its service, in order to ensure proper service quality.

The Service Provider undertakes to create a subscriber access point, in accordance with those undertaken by the Service Provider, following the conclusion of a Subscription Contract.

##### **4.1.1. Time required for the creation of a new access point**

The deadline for the deployment of the service is always determined individually, based on a preliminary assessment, in consultation with the Subscriber.

Targeted time for the creation of a new access point: 60 days, from which the Service Provider may deviate in the Individual Subscription Contract, as agreed with the Subscriber, on the grounds of factors influencing the time required for the creation of a new access point.

Factors influencing the creation of a new access point are contained in Section 2.4 of these GTC.

##### **4.1.2. Availability**

Availability means the (total) annual operating time during which at least the guaranteed download and upload speed was available at the subscriber access point. The method used to quantify availability: the (total) annual operating time less any troubleshooting time, divided by the (total) annual operating time and multiplied by one hundred.

Calculation of the service outage time starts when an error is reported.

Furthermore, the duration of scheduled service outages shall not be included in the service outage time.

**Scheduled outages:** The Service Provider may suspend the availability of services to perform scheduled work on the services. The Service Provider shall inform the Subscriber of the date and time of any scheduled service outage at least 5 working days in advance. The Subscriber may request the postponement of a scheduled work in exceptional cases, no later than 3 working days before the commencement of such scheduled work. Cases where the Subscriber is unable to prepare for a service outage shall be regarded as extraordinary. Acceptable grounds for the postponement of a scheduled work include the Subscriber's duly substantiated request, or the failure to meet certain technical or other conditions (weather, disaster, state security) required for the work. In all such cases, the Service Provider shall postpone the work on a single occasion.

Availability target:  $\geq 99.5\%$

Upon signing the Individual Subscription Contract, the Subscriber declares in writing the availability with which they wish to use the service.

#### **4.1.3. Availability of the Mobile Data Backup Option Service**

With regard to the Mobile Data Backup Option, the general characteristics of mobile data transmission are contained in Section 4.1.1 of these GTC ("Individual service quality requirements undertaken by the Service Provider"). The data transfer rate of the service is affected by the base station's work load, the distance from the base station as well as other environmental factors. Due to the propagation properties of radio waves and the current load of the network, the quality of the Mobile Data Backup Service may vary in time and space, and having regard to this, the Service Provider may not be held liable for damages arising from any errors in the data transferred.

**4.2. If the Service Provider employs traffic measurement, control, or management in its system and this affects the quality of the service, or the access to other services, content, or applications available through an electronic communications service, a detailed description of relevant rules**

The Service Provider will provide the guaranteed download and upload speeds specified in the Individual Subscription Contract regardless of the cause of restriction, in accordance with the availability undertaken.

### **4.3. Information on measures that the Service Provider may take against incidents and threats affecting the security of the network and the service and network unity or in connection with weak spots**

In order to eliminate the possibility of incidents and threats affecting security and network unity and in order to reduce such adverse effects, the Service Provider may take the following measures.

#### 4.3.1. Service interruption, suspension

The Service Provider is entitled to interrupt or suspend a Subscriber's Service in accordance with Section 5.1. of the General Terms and Conditions.

#### 4.3.2. Restriction of the Service

The detailed rules for restricting a subscriber's service are contained in Section 5.2. of these General Terms and Conditions.

#### 4.3.3. Termination of a Subscription contract

The Service Provider may terminate a Subscription contract with 15 days' notice, as laid down in Section 12.3.2.

#### **4.4. Conditions for connecting the Subscriber's terminal equipment**

The Service Provider shall provide the Subscriber with the network equipment necessary to use the service, and furthermore, it shall ensure the proper functioning of this equipment. "Network equipment" shall mean exclusively the devices ensuring the operability of the service access point. It is the responsibility of the Subscriber to use the network equipment for its intended purpose and to ensure its operability.

At the service delivery point (after a preliminary on-site inspection and technical consultation, as well as after obtaining regulatory and other permits, if required) the Subscriber shall provide place for the terminal point equipment required for operation of the service in an existing rack cabinet and connection to the national grid (230 V in Hungary).

The Subscriber provides the environmental conditions necessary for the undisturbed operation of the active devices to be installed by the Service Provider, the parameters of which shall be clarified during the preliminary technical consultation based on the operator's manual of the equipment to be installed (operating temperature range, dustproofness, humidity).

## **5. Interruption, restriction and suspension of the service**

### **5.1. Cases of and conditions for suspending a subscriber service, the longest duration for suspension that may be requested by the subscriber, cases of suspension subject to payment**

A Service is interrupted if fulfilment of a Subscription Contract is temporarily impeded.

- 5.1.1. The Service Provider shall interrupt a subscriber Service at the Subscriber's request in consideration of Section 135(1) of the Eht Act from the time of the notification until the time specified in the request for re-activation.
- 5.1.2. With fixed-term subscription contracts, the possible interruption period is at least one month and at most six months. In this case, the duration of the Subscription Contract is extended for the duration of the interruption.
- 5.1.3. With contracts for indefinite time, the possible interruption period is at least one month and at most 12 months.
- 5.1.4. If a subscriber service is interrupted at the Subscriber's request, the Subscriber shall pay the monthly charges specified in Tariffs for the time of interruption.
- 5.1.5. A subscriber service may be interrupted:
  - 5.1.5.1. by informing the Subscriber with at least 15 days' notification prior to interruption due to network reconstruction, renovation, replacement, or maintenance if no other economical technical solution is available that would not require interruption, which may not exceed 1 day per calendar month;
  - 5.1.5.2. in the case of an unforeseeable and unavoidable external cause (force majeure),
- 5.1.6. Other cases of interruption in the subscription Service, according to the Eszr Decree:
  - 5.1.6.1. With Business Subscribers in liquidation, bankruptcy proceedings or final settlement, the Service Provider is entitled to interrupt the service from the time when such conditions have occurred until the Subscriber pays a collateral equalling 12 months' charge of the service. When the Subscriber becomes insolvent, the Service Provider will invite the Subscriber to transfer the Subscription contract within 30 (thirty) days. Should this fail, the Subscription Contract will be terminated as described in Sections 12.3.2. and 12.3.8 – 12.3.8.1.
  - 5.1.6.2. When the service has been restricted for over 15 days, and unless the Service Provider exercises its right of termination provided by Section 134(7) of Eht., the service may be suspended for up to six months. In this case, the Service Provider may not charge any costs during such suspension. If the reason for the suspension of the service invariably persists, the Service Provider may terminate the Subscription Contract on the last day of service suspension by giving 15 days prior notice.
  - 5.1.6.3. For stationary Internet access service, the subscriber service is interrupted from the cancellation of the subscriber access point until transfer to a location where the service can be used is completed. Other provisions concerning transfer are contained in Section 12.2.3. of these General Terms and Conditions.
- 5.1.7. In order to eliminate the possibility of incidents and threats affecting security and network unity, and in order to reduce such adverse effects, the Service Provider may:
  - 5.1.7.1. interrupt the service as provided by law in order to protect Hungary's interests in terms of national defence, national security, economy and public safety (in particular: counterterrorism, fight against drug traffic).
  - 5.1.7.2. terminate the Subscription Contract with a 15-day notice and suspend the service for the duration of this notice period if termination occurs because based on available data and information it is likely that the Subscriber has deceived the Service Provider in order to sign the contract or use the Service, about a material circumstance, in particular with respect to the data specified in the Subscription Contract.
- 5.1.8. If interruption is due to a reason pertaining to the Service Provider's sphere of interest – not including regular maintenance – or the interruption is due to a reason not pertaining to either party's sphere of interest, the Subscriber is not obliged to pay charges for the period of interruption. If interruption in any

given calendar month exceeds 48 hours, the Service Provider shall repay one month's subscription fee. The Service Provider will assume no responsibility for any damage caused in connection with Service outage or interruption.

- 5.1.9. The subscription fee does not need to be repaid if interruption is due to force majeure in case the Service Provider can verify that it made every reasonable effort to eliminate the cause of the interruption within the specified time limit.
- 5.1.10. If the Subscriber, simultaneously with subscribing for mobile radiophone service, also subscribes for fixed-line data and Internet services, they can only be suspended together due to the particularities of these services.
- 5.1.11. At the end of the interruption period requested by the Subscriber, the Service Provider shall reactivate the service and inform the Subscriber about this immediately, but no later than 24 hours. If no intervention needs to be made on site for the reactivation, the Service Provider may not charge a special fee. If on-site intervention is needed for reactivation, the Service Provider may charge a justified and reasonable one-off fee.
- 5.1.12. During the period of interruption a charge specified in the "List of Rates" Annex to the General Terms and Conditions.
- 5.1.13. If the Subscriber has subscribed to mobile phone service and fixed-line data and Internet services through packages which based on their terms and conditions and pricing can be regarded as standalone products, the Service Provider will make it possible to interrupt specific service elements of such packages separately in the following cases:
- if the SIM card provided to use the mobile phone is lost or stolen, until the SIM card is replaced, and
  - in the case of relocation of fixed-line data and Internet services, for the relocation period.

In the above cases, while a given service element is interrupted, the other service element will invariably be available. The charges payable in the case of partial interruption are contained in the Annex No 1 entitled "List of Rates".

## **5.2. Cases of and conditions for restricting a subscriber service, including limitation of traffic initiated by or terminated at the Subscriber, or a reduction of quality or other parameters of the subscriber service, as well as methods of implementation**

- 5.2.1. Upon the restriction of services, the Service Provider is entitled to reduce the quality or other parameters of the service provided to the Subscriber. If the Subscriber uses several Subscriber Services under one Specific Subscription Contract, this restriction will only apply – with the exception of the cases of misrepresentation specified in section 5.2.2.4 and billing debts specified in section 5.2.2.3 – to the technically feasible extent, to the services affected by the breach of contract by the Subscriber.
- 5.2.2. The Service Provider is entitled, by notifying the Subscriber, to restrict the usage of a specific subscriber service, in particular the quality or other parameters of the subscriber service in question, in the following cases:
- 5.2.2.1. the Subscriber hinders or threatens proper operation of the Service Provider's network;
    - b) the Subscriber resells the subscriber service to a third person without the Service Provider's consent,
    - c) the Subscriber uses the subscriber service to provide network services,
    - d) based on available data and information the Subscriber is likely to have misled the Service Provider about an essential condition - personal data, in particular - for the purposes of concluding the contract or using a service.
  - 5.2.2.2. the Subscriber using the service resells the subscriber service to a third person without the Service Provider's consent, or uses it to provide network services;
  - 5.2.2.3. the Subscriber has due debts even after the deadline specified in the notice (but at least 30 days) on unpaid bills, and the Subscriber failed to give a collateral to the Service Provider as specified in the General Terms and Conditions in order to provide a collateral for payment of the debts;
  - 5.2.2.4. the Service Provider is entitled to restrict the service if based on available data and information the Subscriber is likely to have misled the Service Provider about an essential condition - personal data, in particular - for the purposes of concluding the contract or using a service. The Service Provider will limit the service if during a data check with the Subscriber by phone the Service Provider has a strong reason to believe that when the Subscription Contract was concluded, the Service Provider was misled or confirmed in error (including if e.g. during a data check it is likely that a Subscriber's data have been misused). The service is reactivated if the Subscriber contacts the Service Provider through its Customer Care within 15 days of the day of the limitation, the Subscriber's data are checked by phone, and the Subscriber is able to provide the data indicated in the Subscription Contract. Unless the data check by phone takes place within 15 days, the Subscriber's all obligations arising from the Subscription Contract become due.
  - 5.2.2.5. if based on the data and information available it is likely that the Subscriber uses the service for unlawful purposes or in an unlawful manner.
  - 5.2.2.6. If the Subscriber eliminates the reason for restriction and the Service Provider becomes credibly aware of this, the Service Provider shall terminate the restriction within 72 hours of the Subscriber's request. The Service Provider charges an administration fee for reactivating the Service. If the Subscriber terminates the Subscription Contract when the cause of the restriction is eliminated, and the Service Provider learns about this until the cause of restriction is eliminated, or the Parties jointly agree on terminating the Subscription Contract, the Service Provider - unless otherwise stated by the Subscriber - shall maintain the restriction until the termination of the Subscription Contract.
- 5.2.3. The Service Provider may only charge for the time of service limitation a fee that is in proportion with the service provided. This fee is contained in the "List of Rates" Annex to the General Terms and Conditions.
- 5.2.4. In the cases mentioned under 5.2.2.1-5.2.2.3, the Service Provider shall notify the Subscriber at least 3 days before the earliest date of limitation, informing it about the date after which the limitation may apply. In other cases mentioned in Section 5.2.2, the limitation may take place subject to the simultaneous notification of the Subscriber.





### **5.3. Cases and conditions for suspending the subscriber services**

- 5.3.1. After limitation of the service in excess of 15 days, unless the Service Provider terminates the Subscription Contract as stipulated in Section 134(7) of the Eht Act, the Service may be suspended for no more than 6 months. The Service Provider will not charge any costs during the suspension of the service. If the reason for the suspension of the Service invariably persists, the Service Provider may terminate the Subscription Contract on the last day of Service suspension by giving 15 days prior notice.
- 5.3.2. The Service Provider is entitled to terminate the Subscription Contract with a minimum of 15 days' notice and suspend the service for the duration of this notice period if based on available data and information it is likely that the subscriber has deceived the Service Provider in order to sign the Subscription Contract or use the Service, about a material circumstance, in particular with respect to the personal data.

## **6. Customer relations, troubleshooting, complaint handling, litigation**

### **6.1. Error report management, process, troubleshooting time limits undertaken, procedure for registering error reports and for troubleshooting**

#### **6.1.1. Error Reports, Types of Errors and their Correction**

“Error report” means a report made by the Subscriber, which is related to a provision of an electronic communications service that is not in accordance with the Subscription Contract, in particular to reduced service quality or termination of use, and is attributable to the electronic communications network used by the Service Provider for the service or to a defect of the network.

The Service Provider answers Subscribers’ error reports on its Customer Service phone number 1788, which can be called free of charge within Vodafone’s network and domestically, or dialling +3612881788, which call will be billed based on the caller’s tariff package. The Service Provider shall ensure the possibility of error reporting 24 hours a day, on each day of the year.

In particular, the following are considered to be errors:

- Complete stoppage of a terminal point, and/or
- The average packet loss ratio is = or  $\geq 5\%$  (equal to or greater than five percent), and/or
- The maximum packet delay is = or  $> 500$  ms (equal to or greater than 500 milliseconds, measured between the user’s terminal equipment and Service Provider’s network device (router), in one direction).

The failure management process for the Mobile Data Backup Option Service is set out in Section 6 of the GTC.

Error reports must include the following:

- the Subscriber’s notifier’s name, telephone number and email address
- a detailed description of the detected error, including the identifier of the terminal point equipment
- confirmation of a prior verification that the error was not caused by equipment, cabling or power supply under the Subscriber’s control
- how the premises can be accessed, name, phone number and email address of the local contact person

In the case of troubleshooting that is not taking place based on a report by a Subscriber, after verifying that the error did not occur in the central network but in the equipment located at the Subscriber’s premises, the Service Provider shall contact the technical contact person of the site concerned of the Subscriber, within 15 minutes after detection of the alert. After the Subscriber’s technical contact person has verified that the error has not occurred in the equipment, cabling or power supply under the Subscriber’s control, and undertakes to provide access to the premises to the Service Provider’s subcontractors upon their arrival, the troubleshooting process will commence. If the contact person is unavailable, the Service Provider shall attempt to contact them again within 15 minutes of the first call. If the Subscriber’s technical contact person is still not available, troubleshooting will not start. In this case, in addition to the technical contact person of the premises, the Service Provider will notify the general contact person as well by email, stating that access to the Subscriber’s premises has not been ensured. In this case, the delay may not be counted towards the service outage time.

#### **6.1.2. Troubleshooting times undertaken by the Service Provider for Managed Data Services**

Service Provider-side troubleshooting time shall mean the period of time starting from the reporting of an error until the moment when the service is available again, according to the process described in Section 4.1.2 of this document.

By default, the Service Provider uses the “Standard” troubleshooting level for Managed Data Services. The “Premium” category requires a separate order from the Subscriber.

P2 and P3 levels are applicable when there is no service outage but, however, the Service Provider detects a fluctuation in the quality characteristics undertaken with regard to the data traffic, or investigates the quality of the transmission path created for the managed data service based on a report by the Subscriber.

Error priority category	Response time	Failure correction time	Provision of up-to-date information
Premium	15 minutes	8 hours	every 120 minutes
Standard	15 minutes	12 hours	every 120 minutes
P2	30 minutes	36 hours	Daily – on working days only
P3	30 minutes	6 working days	Daily – on working days only

The Service Provider shall confirm to the Subscriber receipt of the Subscriber error report.

In connection with error reports, the Service Provider shall record the following information:

- a) the Subscriber’s central notification address or other identifier,
- b) a service-related identifier or service identifier,
- c) a description of the error,
- d) the time and date of the error report and of recording of the same (year, month, day, hour),
- e) reasons of the error,
- f) the time and date of the correction of the error (year, month, day, hour) and the result (lack of result and the cause),
- g) the method and time of notification of the Subscriber, especially the confirmation of the report made by the Subscriber.

The Subscriber is obliged to ensure continuous access to its premises to the Service Provider’s specialists for the purposes of maintenance and troubleshooting of the telecommunication and IT equipment installed by the Service Provider and, if necessary, to provide support for the delimitation and correction of the error.

The Service Provider may access the premises affected by the service either together with the Subscriber’s designated specialist, or, in possession of a permission issued by the Subscriber, individually. If the Subscriber delays access to its premises for any reason, the troubleshooting and repair times undertaken by the Service Provider shall be extended by the duration of such delay.

Upon the reporting of an error, the Service Provider shall start to investigate the case and notify the Subscriber based on the investigations carried out whether:

- a) further on-site investigations are needed, either at the Subscriber’s access point or affecting such access point, in order to correct the error, also indicating the time of such investigations (year, month, day, four-hour period), or
- b) the error could not be detected during the investigation or the error did not occur for a reason pertaining to the Service Provider’s sphere of interests.

An error shall not be considered as an error attributable to the Service Provider if the service is not available because the Subscriber is subject to a restriction (e.g. for non-payment of service fees) at the time of reporting the error, and the Service Provider has notified the Subscriber thereof when the error was reported by the Subscriber.

If, in the course of investigating an error reported by the Subscriber, the Service Provider establishes that the error was not caused by the network or terminal equipment operated by the Service Provider, it shall notify the Subscriber of the necessary measures.

The time undertaken to correct an error shall be extended:

a) if a consent from a third party (including public utility providers, authorities or owner of the real estate) is required. The Service Provider must initiate the obtainment of such consent within 72 hours of the error report, and the Subscriber must be notified of the need for such consent.

b) by the period between the date proposed by the Service Provider and the new date agreed with the Subscriber, if the investigation of the error report or the correction of the error is possible only on-site, at the premises of the Subscriber, and the date proposed by the Service Provider in the notification is not suitable for the Subscriber,

c) by the period between the date that was unsuitable for reasons not attributable to the Service Provider and the new suitable date jointly agreed by the Parties, if the Service Provider and the Subscriber have agreed on the date of the troubleshooting or repair, but correction of the error was not possible for reasons beyond the Service Provider's control.

The Service Provider will notify the Subscriber about the elimination of the defect immediately, but no later than 24 hours. The Service Provider may meet its obligation to notify the Subscriber by announcement or the repair of the defect on site simultaneously.

The defect will not qualify as corrected if the subscriber again reports the error identified in the original error report within 72 hours of notification sent by the Service Provider concerning a repair of the problem. In this case, the time elapsed from notification sent by the Service Provider concerning a repair of the problem until a repeated error report by the Subscriber will not be included in the deadline available for repairing an error.

The Service Provider may not charge for a defect reported by a Subscriber and proved to be real as a result of the Service Provider's error identification procedure and pertaining to its sphere of interests. Also, apart from the costs incurred by the Service Provider (repair, on-site inspection) and providing access to the Subscriber's premises during error identification and repair it may not pass on any obligations requiring the Subscriber's co-operation to the Subscriber.

In the case of erroneous error reporting, where the error is beyond Service Provider's control, the Service Provider may charge to the Subscriber the one-off fee specified in Annex No 1 entitled "List of Rates" (if it could only be established during an on-site inspection that a trouble is beyond the Service Provider's control, or the Subscriber insisted on an on-site measurement).

The Service Provider shall confirm the error reports made by the Subscriber, make sound recordings and enter those in the relevant register. The register contains the following information:

- the notification address or other ID of Subscriber;
- Subscriber's (or its contact person's) phone number;
- description of the error;
- the time and date of the error report (year, month, day, hour);
- actions taken to locate the cause of the error and their results;
- cause of the error;
- the method, time and date of the repair of the error (year, month, day, hour) and the result (lack of result and the cause);
- the method and time of the notification of the Subscriber, especially on the confirmation of the report of the Subscriber, the method, time and date of the repair of the error (year, month, day, hour) and the result (lack of result and the cause).

The Service Provider will retain all data concerning the error report and elimination of errors (the outcome of the process and the actions taken) in a retrievable manner for 1 (one) year.

## **6.2. The Subscriber's rights in the event of defective performance of the subscriber service**

The quality requirements related to subscriber service are contained in Sections 4.1-4.2 of the General Terms and Conditions.

If the Service Provider fails to provide the Service by the deadline and under the terms and conditions set forth in the Individual Subscriber Contract for reasons attributable to it, the Service Provider shall pay liquidated damages to the Subscriber for every day of the delay. The rate of liquidated damages is 2% of the net monthly Service Fee of the service affected by the delay, as specified in the Individual Subscription Contract, per calendar day. The maximum amount of liquidated damages for a calendar year shall be the net amount of one-month Service Fee, as specified in the Individual Subscription Contract, calculated based on the entire duration of the Contract.

The Service Provider warrants that the error-free operating time of the Service shall not be less than the error-free operating time specified in the Individual Subscription Contract. If the error-free operating time of the Service is less than the figure specified in the Individual Subscription Contract, the Service Provider may grant a pro rata refund from the Service Fees of the Service concerned. The refund rate shall be three times the pro rata net Service Fees due for the period of the downtime that is in excess of the allowed downtime, but maximum the net monthly Service Fee per month, and maximum 10% of the total net monthly Service Fees calculated for a calendar year per year. The total amount of refunds and liquidated damages payable by the Service Provider for a calendar year may not exceed 20% of the total net Service Fees due in that calendar year.

### 6.2.1.1. The Service Provider shall pay liquidated damages

- a) starting from the unsuccessful expiry of the deadline for notification as per Section 6.1.2 of the General Terms and Conditions due to a reason attributable thereto until the notice is made, for each day of delay, the rate of such liquidated damages being twice the cost driver,
- b) starting from the unsuccessful expiry of the deadline for the correction of the error due to a reason attributable thereto for the period until the error is corrected, the rate of such liquidated damages being

(ba) four times the cost driver if due to the error, the Subscriber is able to use the subscriber service only at a lower quality compared to the quality undertaken by the Service Provider,

(bb) eight times the cost driver if due to the error, the subscriber service cannot be used.

6.2.1.2. The amount of the base for calculating the liquidated damages mentioned in Section 6.2.1.1 is the amount per one day, based on the monthly subscription fee according to the individual subscription contract applicable to the month of error reporting and the amount of the previous month's traffic fee.

6.2.1.3. If the Service Provider fails to perform the transfer due to a reason attributable thereto within the time limit laid down in Section 12.2.1 of the General Terms and Conditions, the Service Provider shall pay liquidated damages at an amount equivalent to the 1/10 (one-tenth) of the cost of transfer for each day of delay.

6.2.1.4. In case of the delayed accomplishment of the elimination of the restriction specified in Section 5.2 of the General Terms and Conditions due to a reason attributable to the Service Provider, the Service Provider shall pay as liquidated damages an amount equivalent to one-third of the switchback charge for each day of delay started. If the Service Provider does not charge a switchback charge, the amount of liquidated damages shall be 4 (four) times the 1/30 (one-thirtieth) part of the monthly subscription fee payable for the subscription service in accordance with the Subscription Contract.

6.2.1.5. The method of the resolution of disputes related to subscriber service is provided for in Sections 6.3 and 6.6 of the General Terms and Conditions.



### **6.3. Handling and procedure of subscribers' complaints (handling of billing complaints and claims for damages)**

Subscriber reports include subscriber complaints and error reports.

Subscriber complaint: a report made by a Subscriber directed at a grievance affecting the subscriber's relationship regarding the electronic communications service used or the termination of a breach of his or her interests which does not qualify as an error report.

Error report: for a definition and related information, see Section 6.1. of the General Terms and Conditions.

#### **6.3.2. Reporting to the Service Provider**

6.3.2.1. The Subscriber's reports may be made by the Subscriber or his or her agent authorised to keep Individual Contact at the Service Provider's Customer Service, either verbally or in writing.

6.3.2.2. The Service Provider can be reached to address subscriber and user announcements, investigate and remedy complaints, to notify Subscribers and users by phone, via the Internet, at its mailing address, and the customer care centres open to all subscribers and users as follows:

- (a) address: H-1062 Budapest, Váci út 1-3. (Westend City Centre, can be visited personally);
- (b) opening hours: Monday-Wednesday: 10.00-20.00, Thursday: 08.00-20.00, Friday-Saturday: 10.00-20.00, Sunday: 10.00-18.00;
- (c) Phone number of the Key Account Customer Service: 1788, which can be called free of charge in the Service Provider's network from Hungary; or: +36 (1) 288 1788, which will be billed according to the tariff package of the calling party.
- (d) mailing address: 1476 Budapest, Pf. 350.;
- (e) email address: [esd.hu@vodafone.com](mailto:esd.hu@vodafone.com).
- (f) Online self-service platform (Service Navigator): <https://connectivity.vodafone.hu>

6.3.2.3. For administration through the Customer Service (by phone, in writing, in person), the Service Provider may request the Subscriber to give any data necessary for identification of the Subscriber and specified in the Subscription Contract. Should the Subscriber fail to fulfil the request in the cases defined by the Service Provider, where providing these numbers is mandatory, the Service Provider shall reject the Subscriber's demand.

6.3.2.4. During the complaint investigation and error identification procedure, the Subscriber shall provide all data which in the Service Provider's opinion, are indispensable for investigating a report. If the Subscriber fails to provide the Service Provider with the data requested, the Service Provider is not obliged to deal with the report effectively.

#### **6.3.3. Handling reports by the Service Provider**

Verbal complaints shall be immediately investigated and, if necessary, remedied by the Service Provider.

Complaints communicated orally in person, by phone, or by using any other electronic communications service shall be considered verbal complaints.

If the Subscriber does not accept the way a complaint communicated orally is handled, or if the complaint cannot be investigated immediately, the Service Provider shall promptly take minutes on such complaint and the position of the Subscriber, and hand over a copy of such minutes to the Subscriber, or, in case of verbal complaints made by phone or by using any other electronic communications service, such minutes shall be sent to the Subscriber simultaneously by providing response on the merits of the complaint.

In case of verbal complaints made at the Service Provider's Customer Service, if an audio recording is made of the conversation, the Subscriber consents to the Service Provider not taking written minutes.

Verbal complaints made at the Service Provider's Customer Service shall be answered by the Service Provider in writing within 30 days after receipt, unless the Service Provider immediately remedies the complaint made personally.



Written complaints shall be investigated and answered within 30 days.

If the Service Provider rejects the complaint, it has to give the reasons for the rejection.

The requirement of written documentation may be fulfilled via a letter, telegram, teleprinter message or fax and through any other instrument which allows the recipient to permanently store data addressed thereto for the time appropriate for the purpose of the data and to display the stored data in unaltered form and with unaltered content.

The Service Provider will keep records of the reports, and the reports, unless they are immediately remedied, are recorded electronically. The Service Provider will store the report in its registration database for a period of five years, and the audio recording of complaint and error reports received by the phone Customer Service for 2 (two) years retroactively, and make sure that they may be retrieved. In the case of error reports, the database contains the subscriber's name or other identifier, telephone number, or billing ID, the manner and time of reporting, the subject of the report, the result of the investigation, the measures taken, as well as the way and time of notification.

#### **6.3.4. Handling billing complaints by the Service Provider**

If a Subscriber challenges the amount of a fee charged by the Service Provider, the Service Provider will immediately record the report (billing complaint) and is not entitled to terminate the Subscription Contract in accordance with Section 12.3 of the General Terms and Conditions until the investigation of the complaint is completed.

If a Subscriber disputes the amount of a fee indicated in a bill in its report made with the Customer Service before expiry of the payment deadline, and the Service Provider fails to reject the complaint within 5 days, the deadline for payment of the item disputed in the report will be extended for the time needed to investigate the complaint.

Complaints received after expiry of the payment deadline have no delaying force regarding the payment of the amount indicated in the disputed bill. The Service Provider will investigate a report in detail within 30 days of receipt of such report and respond in writing.

If the closed nature of its billing system regarding the service affected by a complaint is certified by a certification body appointed by the Minister, the Service Provider is entitled to terminate the Subscription Contract pursuant to Section 12.4 of the General Terms and Conditions even if the Subscriber made its billing complaint before expiration of the payment deadline. The payment deadline will not be extended for the time of investigation a billing complaint even if the Service Provider failed to reject the report within 5 days.

If case of doubt, the Service Provider shall prove the correctness of billing items. If the Subscriber disputes the actual amount of the fee demanded by the Service Provider, the Service Provider shall prove that its network is protected from unauthorized access and its billing system is closed, and that the fee was invoiced and priced correctly. Unless proved otherwise, the Service Provider has no obligation of proof in connection with its billing system if the closed nature of its billing system is certified regarding the service affected by the complaint by a certification body appointed by the minister.

The Service Provider shall not be held responsible for the contents of services provided by third parties as it only makes available its network to provide the service. The Service Provider's responsibility extends to its own activity only.

The Service Provider will notify the Subscriber of the result of the report in writing. If the Service Provider approves of a report, the Service Provider will credit the falsely calculated amount, if it has already been paid by the Subscriber to the Service Provider, in the case of monthly regular payment obligation in next month's monthly settlement, or else within thirty (30) days of making a decision on the report (at the Subscriber's discretion) in a lump sum on the Subscriber's account or repay the amount in a lump sum by paying an annual default interest of 12 percent for the difference between the amount falsely calculated by the Service Provider and the one already paid by the Subscriber, calculated from the day when the fee was paid.

The Service Provider is not entitled to terminate the Subscription Contract if the Subscriber disputes the amount of its debts, and, in order to settle the dispute, the Subscriber has filed an application to the authorities or any other

organisation entitled to decide in the legal dispute, and has notified the Service Provider about this by sending a copy, provided that the Subscriber continuously pays the undisputed charges for using the service that are due.

#### **6.3.5. Making, storing and making available voice recordings**

The Service Provider will make voice recordings of inquiries, complaints and reports made to the telephone numbers of the Customer Service affecting the subscription relationship, furthermore, on communication by telephone between the Service Provider and the Subscriber, of the outgoing calls originated from these, in order to check the quality of Customer Service activity, or to provide evidence for the deliberation of any debate or legal dispute between the customer and the Service Provider, which may be stored in a retrievable manner for at least 1 (one) year, but not longer than 2 (two) years. As a general rule, the Service Provider records the calls; however, it may happen that certain conversations are not recorded due to technical reasons.

If the Subscriber as the caller does not agree to such voice recording, he or she may handle the specific matter only in person.

When meeting its obligation to inform as per the personal data protection act, the Service Provider will make it possible, at the Subscriber's (the caller's) request and after verifying entitlement, for the Subscriber to listen to a recording of a telephone conversation made with the Customer Care in the customer care offices provided by the Service Provider or via a conference call within the storage time.

No later than within 30 days of request by the Subscriber made to the Service Provider (or calculated from handover of the storage medium), or at any Authority's request within the time specified in the request, the Service Provider provides the possibility of listening the voice recording in the Central Customer Centre once per recording free of charge, and will make available a copy of the recording by handing it over on a medium (DVD/CD) to the Subscriber. Subscribers may exercise their rights mentioned in this paragraph both collectively and separately.

One such copy shall be provided free of charge to the Subscriber per recording. The storage medium needed to hand over a copy of the recording is provided to the Subscriber by the Service Provider (if it is free of charge) but it may be provided by the given Subscriber as well. If the storage medium is provided by the given Subscriber, the medium shall be delivered in an unopened package at the Service Provider's brand representations.

The copy of the voice recording may be received in the brand representation office of the Subscriber's choice, or, upon the Subscriber's request, shall be sent by post or, in the case of Corporate Subscribers, from an agent of the Service Provider. Upon Subscribers request, the copy of voice recording shall be provided electronically to Subscribers. Service Provider may not bind providing the voice recordings to other conditions, than identification the Subscriber.

#### **6.3.6. Handling claims for damages (General Rules)**

In addition to the provisions of Section 6.3 of the General Terms and Conditions, the Service Provider, in the event of late or defective performance of the Subscription Contracts, shall compensate any damages caused in the Subscribers' assets, in accordance with Sections 6:143 (1) and (2) of the Hungarian Civil Code, except for lost profits.

Civil claims deriving from the Subscription Contract will expire in one year, which period will start from the occurrence of the delay or the inappropriate performance, in the cases specified in section 6.3.4 of the General Terms and Conditions.

An authority procedure concerning an authority matter related to a Subscription Contract may be initiated (by request or report) within 6 (six) months from the date when the cause of the matter occurred. If the applicant only learned about the cause for this procedure later, or was not able to submit his petition or request, the deadline of 6 (six) months will start from the date of learning about the cause or from the date when the hindrance to the submission of the request or report was eliminated. In respect of authority matters related to the Subscription Contract, the authority proceedings cannot be initiated beyond the term of 1 (one) year. This is a peremptory term.

Detailed regulations on the indemnification procedure are set forth in Section 7.3 of the General Terms and Conditions.

#### **6.4. The operation of the Customer Service and the Customer Service time undertaken by the Service Provider**

The address and opening hours of the personal Customer Service is determined in Section 1 of the General Terms and Conditions, whereas the provisions for Customer Service operation and the way of the handling complaints are contained in Section 6.3 of the General Terms and Conditions.

The Service Provider's call centre is available 24 hours a day. In the event of calls to the call centre, the Service Provider provides operator answer in accordance with the relevant legislation.

In case of hotline calls, percentage of live response from Customer Service within 60 seconds: Target value specified by the Service Provider for the Requirement: 60%.

## **6.5. The use of the directory assistance service**

These GTC do not include provisions for Directory Enquiry Services.

## **6.6. Information on the possibility of initiating legal disputes related to the services in or out of court and the conditions thereof, the right to turn to a conciliation body, the name and contact details (address, phone number, other) of authorities, conciliation bodies and other organizations empowered to proceed**

Subscribers may make reports and complaints about the provision of subscriber service to the Service Provider according to Sections 6.1 and 6.2 of the General Terms and Conditions.

In addition to notifying the Service Provider, the Subscriber may turn to the following bodies, authorities, and courts to settle the disputes associated with the provision of subscriber services:

The Subscriber may seek assistance from the National Media and Infocommunications Authority (NMHH), among others, if the actions of the Service Provider concerning service quality, fault repair or charge calculation are disputed. The contact details of the Authority are contained in section 6.6 of the General Terms and Conditions.

Pursuant to Act CLV of 1997 on Consumer Protection (hereinafter as Consumer Protection Act), Subscribers qualifying as Consumers may resort to the independent conciliation bodies attached to the chambers of commerce and industry of the counties (the capital) for the out-of-court settlement of consumer disputes between the Subscriber and the Service Provider related to the quality or safety of products, the application of product liability rules, the quality of service, or the conclusion or performance of contracts between the parties, according to the following provisions:

- (1) The conciliation body having territorial competence at the registered office of the consumer will conduct the procedure. For information on the conciliatory bodies competent at the registered office of the consumer, please visit the <http://www.ofe.hu/inet/ofe/hu/menu/bekeltetes.html> website.
- (2) If the consumer does not have registered address, the territorial competence of the conciliation body will be established according to the registered office of the Service Provider. Contact information of the conciliation body competent at the registered office of the Service Provider: name: Budapest Conciliation Board, address: H-1016 Budapest, Krisztina krt. 99., phone number: +36 1 488-2131, fax number: +36 1 488-2186, email address: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu).
- (3) At the relevant request of the consumer, instead of the conciliation body competent pursuant to subsections 1 and 2 above, the conciliation body indicated in the consumer's request shall have competence to conduct the procedure.

The Service Provider provides the above data on contact information and competence for information purposes only, and disclaims all liability for any change to this data.

During their interaction, the Service Provider and the Subscriber as well as the Bill Payer strive to settle the disputes arising from their relation, taking into account the interests of each other, without recourse to litigation.

The above dispute resolution methods do not affect the right of Subscribers to enforce their claims against the Service Provider according to the rules of civil law before a court of jurisdiction.

If the Subscriber's interest has been injured or there is an imminent risk of the injury of his or her interest, or of it detects a behaviour associated with the provision of electronic infocommunications services which does not constitute a violation of the rule on electronic infocommunications service or does not belong to the competence of the Authority's Media Council, President and Office, but causes or may cause the injury of the reasonable interests of electronic infocommunications service users, Subscribers, and consumers, it may turn to the Media and Infocommunications Commissioner (contact details: mailing address: 1433 Budapest, Pf. 198.; telephone: +36 1 429 8644; fax: +36 1 429 8761).

Professional control and supervision rights over the service activity of the Service Provider are exercised by the National Media and Infocommunications Authority.

## **National Media and Infocommunications Authority (hereinafter: Authority)**

### **Central contact information:**

Address: H-1015 Budapest, Ostrom u. 23-25.  
Mailing address: 1525 Budapest Pf. 75.  
Phone: +36 1 457 7100  
Fax: +36 1 356 5520  
Email: [info@nmhh.hu](mailto:info@nmhh.hu)  
Website: [www.nmhh.hu](http://www.nmhh.hu)

Address: H-1133 Budapest, Visegrádi u. 106.  
Mailing address: 1376 Budapest, Pf. 997.  
Phone: +36 1 468 0500  
Fax: +36 1 468 0509 (central)

### **Central Customer Service Office:**

Address: H-1133 Budapest, Visegrádi u. 106.  
Phone: +36 1 468 0673  
Further supervising authorities:

Government Office of Pest County

Central contact information:

Address: H-1052 Budapest, Városház utca 7.  
Phone number: +36 1 328 5812, +36 1 485 6957, +36 1 485 6926  
Email: [pest@pest.gov.hu](mailto:pest@pest.gov.hu)  
Website: <http://www.kormanyhivatal.hu/hu>

### **Hungarian Competition Authority**

Address: H-1054 Budapest, Alkotmány u. 5.  
Mailing address: 1245 Budapest 5., Pf. H-1036  
Phone number: +36 1 472 8851  
Fax number: +36 1 472 8905  
Website: [www.gvh.hu](http://www.gvh.hu)

The possibility and the conditions of initiating in-court and out-of-court legal disputes regarding the performance of the service are regulated in Section 6.6 of the General Terms and Conditions.

The Service Provider provides the above data on contact information and competence for information purposes only, and disclaims all liability for any change to this data.

## **7. Charges, tariffs, payment of charges, billing, damages, penalties:**

### **7.1. Determination and the rate of the prices of subscriber services, including one-off, recurrent and traffic charges, billing periods, tariff packages, troubleshooting-related fees, general provisions for preferential conditions, including any requirement for the minimum use or period necessary to use the discount, charges and billing conditions becoming due upon termination/modification of the contract, or the lifting of suspension of the service or the lifting of any restrictions, and those related to the restriction, including the calculation of costs for terminals, fee refund obligation, method and regularity of billing and payment, the date of delivery of bills, all other charges**

#### **7.1.1. Tariffs**

The Service Provider specifies the detailed rules for the enforcement of the service charges in Annex 1 to the General Terms and Conditions entitled "List of Rates", which is an integral part of the Subscription Contract made with the Subscriber.

#### **7.1.2. Payment of charges**

Under the Subscription Contract, the Subscriber is bound to pay a monthly fee to the Service Provider for the Service against a bill issued and sent by the Service Provider after the billing period in accordance with the Annex to the Subscription Contract entitled "List of Rates", at any time and to be unilaterally changed by the Service Provider in line with Section 12.2 of the present General Terms and Conditions, taking into account the relevant Tariffs. If the Subscriber agrees, the Service Provider may send the bill to the Subscriber by email or by way of electronic bill presentment system rather than by mail.

If the Subscriber Service is suspended at the request of the Subscriber, the Subscriber may only be required to pay for the suspension period only a reduced, fair and reasonable fee as shown in the Subscription Contract.

The billing cut-off date is the last day of the calendar month to be billed. The deadline for issuing bills shall be 15 days after the billing cut-off date. If this day does not fall on a working day then the following working day.

The bill is considered as delivered on the day when the Subscriber receives the bill, but at the latest on the last day of the month following the billing cut-off date.

If the bill delivery date does not fall on a working day, then the bill delivery date shall be the first working day that follows the above referenced dates. If the Subscriber fails to receive his current invoice by the invoice delivery date, he shall report the same to the Customer Service within 5 days.

The Service Provider reserves the right to determine and change the billing period.

The Service Provider may use third-party services to enforce any claims related to fees arising from the Subscription Contract. Any costs incurred in the third-party proceedings – administrative costs – shall be borne by the Subscriber as specified in the "List of Rates" Annex to the General Terms and Conditions. The Subscriber concluding the Post-Payment Subscription Contract is responsible for payment of the Service fees, regardless of the actual Service recipient. If the Subscriber and the Bill Payer are different, they will be jointly and severally liable for settling the account. In this case, the Bill Payer must also accept the terms of Subscription Contract and the General Terms and Conditions, which it must confirm upon conclusion of the Subscription Contract.

The Service Provider will, upon Subscriber's demand notification, refund to the Subscriber the part of the monthly subscription fee paid by the Subscriber and not covered by service, except in those cases where inadequate service quality is due to the improper use of the equipment, the terminal equipment or the Subscriber (SIM) Card, any geographical or atmospheric conditions or defects occurring in stationary networks. The amount to be recovered - if it has already been paid by the Subscriber to the Service Provider - the Service Provider shall credit to the Subscriber's account or refund in a lump sum at the time of next month's settlement, within thirty (30) days after the judgement of the application (within the time limit specified in Section 6.2).



### **7.1.3. Use of discounts provided by the Service Provider**

In the event that the Subscriber concludes a fixed-term Subscription Contract, the condition for the discounts provided therein is that the Subscription Contract will not be limited during its fixed term. A reason arising on the Subscriber's side is considered in particular the limitation by the Service Provider on account of overdue charges. The Subscriber may not terminate the fixed-term Subscription Contract during its definite term with regular notice.

Only the Subscriber and the Bill Payer are entitled to use the discounts given by the Service Provider.

The Service Provider assumes no obligation for the unlimited granting of the discounts offered.

The Bill Payers and the Subscriber are jointly and severally liable for payment of all costs incurred under the Subscription Contract; in case of late or non-fulfilment, the Service Provider is entitled to act, without regard to the order, either directly against the Bill Payers, or directly against the Subscriber, or against all of them together, in order to collect the debt.

## **7.2. Any differences concerning the Subscriber that result from the different payment methods**

Subscriber may pay the fees by bank transfer.

### **7.2.1. The date of settlement of bills shall be:**

In case of bank transfer, it is the day on which the amount paid is credited to the Service Provider's bank account;

The Service Provider is entitled to charge a daily default interest after the unsuccessful expiry of the deadline specified on the bill on the Subscriber's overdue, unpaid debts. The obligation to pay interest in case of Business Subscribers from the 31st day of the delay in the case of subscription contracts concluded before 01.08.2017, in the case of subscription contracts concluded after 01.08.2017 from the first day of the delay. The default interest rate is 12 per cent per year.

### **7.3. Rules for the compensation procedure**

#### **7.3.1. The Service Provider's liability for damages**

In case of late or improper performance of the Subscription Contract, the Subscriber may enforce its claims for damages against the Service Provider within one year as from the occurrence of the delay or defective performance. The Service Provider's liability for damages covers the damage caused in the user's property, less the loss of profit.

The Service Provider does not assume liability for any damage incurred by the Subscriber because the Service Provider's right to provide service is withdrawn or modified in a way that from that date it cannot meet its obligations under the Subscription Contract. In this case, the Subscription Contract will automatically terminate.

#### **7.3.2. Procedure for compensation claims presented by Subscribers**

The Subscriber may announce its claim for damages at the Service Provider's customer service orally or in writing. The Service Provider shall review the claim within 30 days of the filing thereof, and shall immediately notify the Subscriber thereof in writing. The Service Provider shall credit the amount of damages acknowledged thereby and accepted by the Subscriber or awarded in a final court judgment to the Subscriber's next monthly invoice in a lump sum. Upon termination of the subscription, it shall be refunded in a lump sum to the Subscriber at the Subscriber's choice, within 30 days as from the judgement of the application.

#### **7.3.3. The Subscriber's liability for damages**

The Subscriber is required to enable the Service Provider to carry out the placement and configuration of equipment provided by the Service Provider and necessary for the use of the services at the time previously agreed by the parties for an on-site configuration fee. The Subscriber is required to ensure the operating conditions of the equipment installed and made available by the Service Provider during the term of the contract and to cooperate with the Service Provider for the sake of troubleshooting. The Subscriber shall be liable for damages for full or partial damage, disrepair of the equipment installed by the Service Provider and other technical devices, and also for their becoming unsuitable for their intended use, their loss and destruction.

#### **7.3.4. Responsibility for transferred data content**

The Subscriber is responsible for the content of the data transmitted or stored thereby during the use of the Internet access service under the laws in force. The Subscriber may not distribute and publish any text, image or symbol with the use of the services provided by the Service Provider that are prohibited by applicable law, or without authorization any work or works protected or copyrighted by third parties or subject to any other laws protecting intellectual property.

The Service Provider shall in no way be responsible for the content of the data transmitted or stored by the Subscriber on the service; however, if any violation of the law comes to its attention, it will meet its statutory obligations.

The Service Provider is not responsible for any possible damage incurred in the computers or data files of the Subscriber during the use of the service; however, it shall do everything reasonably expected to ensure that such thing does not occur.

The Service Provider does neither monitor nor control the information located in the equipment or transmitted on the network, i.e., the the information obtained through the service, the network, the Internet and the facilities shall be used solely at the Subscriber's own risk.

#### **7.3.5. Rules on the statute of limitation**

Civil claims arising from the Subscription Contract will lapse in one year, and this period must be calculated from the occurrence of the delay or defective performance, if this case applies (Eht Act Section 143 (2)). The demands for payment the Parties send to each other interrupt the statute of limitation.

## **7.4. Determination, rate, and method of payment of the liquidated damages payable to the Subscriber;**

### **7.4.1. Liquidated damages payable to the Subscriber (General Rules)**

Liquidated damages payable to the Subscriber become due from the day of the breaching conduct. The Service Provider will meet its obligation to pay liquidated damages within 30 (thirty) days of termination of such breach or the Subscription Contract - along with information provided on the amount of the liquidated damages due to the Subscriber and the way of payment of liquidated damages. The Service Provider may not make the fulfilment of this obligation dependent on the announcement of the Subscriber's claim for liquidated damages. The Service Provider will meet its obligation to pay liquidated damages by

- a) crediting the liquidated damages on the monthly invoice, or
- b) if the Subscription Contract is terminated, paying the liquidated damages or the unpaid portion thereof to the Subscriber in a lump sum, or in person in its customer care centre, or if the Service Provider is in possession of the Subscriber's necessary data, by bank transfer, or otherwise by post. When payment is made by post or bank transfer, the Service Provider may deduct from the payable liquidated damages the justified costs of payment by post or bank transfer.

The Service Provider shall pay liquidated damages, the amount of which shall be, for each day of delay, the 1/15 (one-fifteenth) part of the undiscounted entry fee stated in the GTC; in absence of an entry fee, 8 (eight) times the 1/30 (one-thirtieth) part of the undiscounted monthly subscription fee payable for the subscription service under the Subscription Contract, or in the case of prepaid services, of the prepaid fee, if the Service Provider fails to start the provision of the Service by the time agreed in the Subscription Contract, including the case where commencement of the provision of the Service at the statutory time was not possible for a reason within the Subscriber's control, and the Service Provider fails to commence providing the Service at the new date agreed by the parties.

If the Service Provider is unable to meet the deadline set forth in the Subscription Contract due to technical reasons attributable thereto, and commencement of the provision of the Service was not possible for a reason within the Subscriber's control and the Service Provider fails to commence providing the Service at the new date agreed by the parties, and for the reasons above, the Subscriber terminates the Subscription Contract by regular notice, the Service Provider shall pay half of the liquidated damages stipulated in Section 6.2 of the General Terms and Conditions, starting from the unsuccessful expiry of the deadline for commencing the provision of service until the termination of the contract.

**8. Detailed rules for procedures relating to number porting, change of service providers without interruptions and choice of mediators;**

**8.1. The detailed rules relating to porting numbers**

The detailed rules for number portability are established in accordance with the applicable legislation.

**8.2. Detailed rules for the procedure related to changing service providers without interruption, if the particularities of the service allow it (in the case of internet Service Providers)**

These GTC do not include provisions regarding those included in the heading.

**8.3. 8.3. Detailed rules applicable for the selection of mediators in accordance with the provisions of the network contracts providing for the selection of mediators**

These GTC do not include provisions regarding those included in the heading.

## **9. Duration of the Subscription Contract**

The duration of a Subscription Contract may be definite or indefinite, as specified in the Individual Subscription Contract. Rules for termination of an Individual Subscription Contract are laid down in Sections 12.3-12.7 of the GTC.

Unless otherwise agreed by the Parties, in the case of Small Enterprise Subscribers a fixed-term Subscription Contract may be signed for no more than 24 months, provided that the Service Provider offers, prior to the signing of the contract, the possibility to sign the Subscription Contract for 12 months or for an indefinite term, and presents the detailed rules of these options.

If agreed by the Parties, in the case of Small Enterprise Subscribers a fixed-term Subscription Contract may be signed for any period of time, with the proviso that the Service Provider does not offer, prior to the signing of the contract, the possibility to sign the Subscription Contract for 12 months or for an indefinite term, and does not present the detailed rules of these options.

In the case of Medium and Large Enterprise Subscribers, unless specifically agreed otherwise by the parties, a fixed-term Subscription Contract may be signed for any period of time, with the proviso that the Service Provider does not offer, prior to the signing of the contract, the possibility to sign the Subscription Contract for 12 months or for an indefinite term, and does not present the detailed rules of these options.

If the parties agree so in the Subscription Contract, after the expiry of the fixed term, the contract shall be transformed automatically into an indefinite-term contract. If the tariffs of the Subscription Contract contain charges specified for the indefinite-term contract, they shall apply to charges of the indefinite-term contract.

## **10. Data management and data security:**

### **10.1. Type of data managed by Service Provider, purpose and period of storing and forwarding (if any) thereof**

The types of subscriber, user and bill payer data managed by Service Provider, as well as purposes of management, forwarding thereof to third parties, legal basis of data management and term of storing thereof at Service Provider shall be set forth in Annex No 2 hereto.

### **10.2. Informing Subscriber on data security regulations and Subscriber's related rights and obligations;**

#### **10.2.1. Ensuring data security at Service Provider**

Detailed guidelines on data security are set forth in Annex 2 to the General Terms and Conditions.

#### **10.2.2. Third-party data processing**

Third-party data processing takes place in accordance with Annex 2 to the General Terms and Conditions.

#### **10.2.3. Legal grounds of managing personal data**

Detailed rules on the legal bases of personal data processing are included in Annex 2 to the General Terms and Conditions.

#### **10.2.5. Violation of personal data**

Detailed rules on the violation of personal data are included in Annex 2 to the General Terms and Conditions.

#### **10.2.6. Subscriber's rights and obligations related to data management**

The Subscriber's rights and obligations relating to data processing are set forth in Annex 2 to the General Terms and Conditions.

Subscriber shall forthwith notify Service Provider on any changes in its data recorded in the Subscription Contract. Service Provider shall not be liable for Subscriber's failure to immediately notify Service Provider on such changes; however, Service Provider may request Subscriber to indemnify Service Provider for the damages that have occurred with regard to Subscriber's breach of contract.

**11. Methods, cases and deadlines for making statements by Subscriber as set forth by the laws, and for the amendment, withdrawal thereof (particularly statements for subscribers' register, provision of positioning data other than traffic data, provision of value added services, selling of electronic communications services, and for the management of personal data for the purpose of direct marketing, requesting attachment of a detailed call list to the bill, statements concerning intermediary Service Provider chosen by way of carrier pre-selection, declaration on status of individual subscriber);**

Statements of Subscriber concerning its Subscription Contract may be made in accordance with the regulations applicable for the conclusion of the Contract, in particular and unless otherwise provided for by the present General Terms and Conditions, orally at Service Provider's Call Centre and in written form, in person, by way of letter or e-mail via Customer Service offices maintained by Service Provider, dealers and retailer network (Section 6.2 of General Terms and Conditions).

Subscriber may make its statements on its subscriber status during the conclusion of the contract, in accordance with Section 6.2 hereof, which may be modified by Subscriber as per the regulations set forth in Section 12.2 hereof.

Detailed guidelines with regard to the management of personal data are set forth in Section 10 of the General Terms and Conditions and Annex No. 2 hereto.

Detailed rules as regards the provision of each declaration are contained in the relevant chapter of the General Terms and Conditions.

Subscriber shall be entitled to modify or withdraw its statements at any time as provided above.



## **12. Cases and conditions of the amendment and termination of the Subscription Contract**

### **12.1. Cases and conditions of contract amendment initiated by the Service Provider, the Service Provider's entitlement to unilateral contract amendment, the way of informing the Subscriber thereof, rights of Subscribers in connection with a unilateral contract amendment**

#### **12.1.1 Cases and conditions of Subscription Contract amendment**

The Subscription Contract consists of General Terms and Conditions and a Specific Subscription Contract.

The cases of amendment:

- I./ Amendment of the Subscription Contract by mutual consent of the Parties;
- II./ Rules of unilateral amendment of the Subscription Contract by Service Provider:
- III./ Condition-dependent modification of the Subscription Contract and the General Terms and Conditions;
- IV./ Unilateral amendment of the Subscription Contracts of Medium and Large Enterprise Subscribers by Service Provider

The Subscription Contract may be amended by mutual agreement between the Parties or in specific cases unilaterally as described in detail in the following Sections:

The rules of conclusion of a Subscription Contract (Section 2.1 of the General Terms and Conditions) apply to the amendment of specific Subscription Contracts.

#### I.) Amendment of the Subscription Contract by mutual consent of the Parties:

Failure to make a statement as required shall not be treated, with the exception of the conclusion of a Subscription Contract by conduct, as acceptance of an offer for contract amendment resulting in the order of a new or additional service associated with the particular service (received by the Subscriber), constituting an additional burden for the Subscriber or applicant.

Bilateral amendment of the Subscription Contract by mutual agreement may be requested by any party. Except for implied Subscription Contracts, the Service Provider's offer for bilateral amendment of the contract – with the exceptions below and those specified in the Decree of the NMHH President – may only be deemed as accepted if the Subscriber has accepted it through an express active conduct.

The Service Provider may only initiate the implied amendment of the Contract if the Subscriber, during the Subscription Contract, states verbally or in writing in a certifiable manner that in case the Service Provider initiates amendment of the Subscription Contract, the Subscriber's failure to provide a statement or showing an active conduct will qualify as an acceptance. The Subscriber may state the acceptance or rejection of the Service Provider's offer within 15 days. In the event of a dispute, the burden of proof to show that the Subscriber has in fact been notified in the manner and at the time prescribed by law lies with the Service Provider. In the case of Medium and Large Enterprise Subscribers, unless otherwise agreed expressly by the parties, any implying conduct shown by the Subscriber (in particular: failure to make a statement, further use of the service) shall be deemed to be an acceptance.

The use of the subscriber service or the use of the same under changed conditions, or the payment of the changed and billed fees by the Subscriber upon proper notification of the Subscriber shall particularly constitute acceptance by implicit conduct of the offer for the modification of the Subscription Contract initiated by the Service Provider.

If the Subscription Contract is amended due to a fee change, failure to make a statement as required shall be treated as acceptance by implicit conduct provided that the Service Provider has complied with its obligation to notify.

Subscriber may accept the Service Provider's initiative to amend the Subscription Contract in the following way, upon such acceptance the Subscription Contract amendment, under the terms and at the time indicated in the notice, enters into force:

- i. by signing the contract amendment in case of contractual legal statements made between those present, particularly in customer care premises, or by express acceptance in case of contractual statements orally made between those present;
- ii. by the express written statement sent by mail;
- iii. by explicit statement sent by email;
- iv. by explicit acceptance in case of statement made orally (by phone) between those absent;
- v. by consent through other direct electronic communications;
- vi. by making use of the service under changed conditions (by implicit conduct);
- vii. by failure to make a statement if the Subscriber consented thereto in the specific Subscription Contract.

The Subscriber must send the consent statement above to Service Provider within 8 days following receipt of the offer referring to the amendment initiated by Service Provider, or within the term specified in the amendment offer. The statement is considered to be sent within the deadline if the Subscriber posts the statement on the date of expiration of the deadline via registered mail with acknowledgement of receipt or sends it by email. If the Subscriber does not accept the Service Provider's initiative to amend the Subscription Contract, the Service Provider is entitled to terminate the subscriber relationship subject to the provisions set out in Sections 12.3 and 12.7 of the General Terms and Conditions.

The cases and conditions of contract amendment initiated by the Subscriber are contained in Section 12.2.

#### **12.1.2. The Service Provider's right to a unilateral contract amendment**

II) Cases of unilateral contract amendment:

(1) The rules for unilateral modification of the General Terms and Conditions by the Service Provider;

(2) The rules for unilateral amendment of the specific Subscription Contract by the Service Provider;

(1) The rules for unilateral modification of the General Terms and Conditions by the Service Provider:

The Service Provider shall have the right to amend the General Terms and Conditions by unilateral decision in the following:

- i. upon the occurrence of conditions stipulated in the specific subscription contract or in the standard contract conditions; however, the amendment may not result in significant changes in the general terms and conditions of the contract unless otherwise provided by law or electronic communications regulations. Such situations empowering the Service Provider to make an immaterial amendment unilaterally to the General Terms and Conditions include:
  - a. a change in economic and/or technical circumstances in consequence of which the Service Provider can render the service provided to the Subscribers only with changed conditions compared to the previous ones;
  - b. a need to ensure adequate quality of services;
  - c. correction of clerical errors;
  - d. corrections not qualifying content modification made for the sake of clarity;
  - e. elimination of tariff packages, options for the future;
  - f. termination of service for the future;
  - g. changes that are immaterial positive for the Subscribers in the content or terms of provision of certain services;
- ii. if justified by changes in the relevant legislation or by decision of an authority; or
- iii. when justified by a material change in the circumstances, not foreseeable upon the conclusion of the contract; or
- iv. the conditions applying to the subscription contract or the use of service change in a way that is only beneficial for the subscriber.

A substantial change in circumstances shall mean, in particular but not exclusively, any change in taxes, public burdens and regulations, as well as increased transport and wholesale costs.

Substantial amendment of the General Terms and Conditions shall mean, in particular, a modification of the terms of use of the service (in particular, one referring to the basic tariffs of the service, duration of the contract and legal consequences of termination and its quality target values).

The above rules for unilateral modification shall not apply if a new service is introduced, provided that they do not affect the conditions pertaining to existing services, having regard to the fact that a new service may be rendered to the Subscriber only upon its order, neither shall the service extensions that do not pose additional burdens on the Subscriber.

If the customer services' address, telephone number and opening hours change, the Service Provider shall not incur any obligations relating to the change; however, the Service Provider is required to make it available at its customer service centre, website and the online customer service by way of updating.

If the Service Provider is entitled to amend the General Terms and Conditions unilaterally in the cases specified by the General Terms and Conditions, it shall notify the Subscriber about the amendment at least 30 days prior to the commencement thereof, in accordance with the provisions of the Eht Act, including information about the conditions of termination to which the Subscriber is entitled to and legal consequences of the termination.

(2) The rules for unilateral amendment of the specific Subscription Contract by the Service Provider:

The Service Provider shall have the right to amend Subscription Contracts by unilateral decision in the following cases:

- i. upon the occurrence of conditions stipulated in the specific subscription contract or in the standard contract conditions; however, the amendment may not result in significant changes in the general terms and conditions of the contract unless otherwise provided by law or electronic communications regulations. Such situations empowering the Service Provider to make an immaterial amendment unilaterally to the specific Subscription Contract include:
  - a. a change in economic and/or technical circumstances in consequence of which the Service Provider can render the service provided to the Subscribers only with changed conditions compared to the previous ones;
  - b. a need to ensure adequate quality of services;
  - c. correction of clerical errors;
  - d. corrections not qualifying as content modification made for the sake of clarity;
  - e. changes that are immaterial positive for the Subscribers in the content or terms of provision of certain services;
- ii. if justified by changes in the relevant legislation or by decision of an authority; or
- iii. it is justified by substantial changes in circumstances; or
- iv. the conditions applying to the subscription contract or the use of service change in a way that is only beneficial for the Subscriber.

A substantial change in circumstances shall mean, in particular but not exclusively, any change in taxes, levies and regulations (except in the case of Small Enterprise Subscribers), increased transport and wholesale costs, and increase of costs – unforeseeable at the time of signing the Subscription Contract – that arise from a contractual relationship of the Service Provider with a third party that are included directly in the service charges. The Service Provider may not unilaterally amend a fixed-term contract by referring to paragraph ii. or iii. above if the law stipulates an obligation to pay tax or duty that applies to the Service Provider.

Substantial amendment of the individual Subscription Contract shall mean, in particular, a modification of the terms of use of the service (in particular, one referring to the basic tariffs of the service, duration of the contract and legal consequences of termination and its quality target values). Essential condition shall also mean everything that is considered as resulting from the nature of the service.

Prior to an amendment affecting the duration of the individual Subscription Contract of a Subscriber classified as Small Enterprise Subscriber, the Service Provider provides information about the detailed conditions of the indefinite-term and the fixed-term Subscription Contract, and the Subscriber shall declare in the individual Subscription Contract that this information has been provided.

Introduction of a new service shall not be interpreted as an amendment to the existing specific Subscription Contract, having regard to the fact that a new service may be rendered to the Subscriber only upon its order; neither shall the service extensions that do not pose additional burdens on the Subscriber.

If the Subscription Contract is amended due to a fee change, failure to make a statement as required shall be treated as acceptance by implicit conduct if it is so agreed between the Parties in the specific Subscription Contract provided that the Service Provider has complied with its obligation to notify as per Sections 144(3) or 144(4) a) or b) of Act C of 2003 on Electronic Communications.

If the Customer Service's address, telephone number and opening hours change, the Service Provider shall not incur any obligations relating to the change.

If the Service Provider is entitled to amend the individual Subscription Contract unilaterally in the cases specified by the General Terms and Conditions, it shall notify the Subscriber about the amendment at least 30 days prior to the commencement thereof, in accordance with the provisions of the Eht Act, including information about the conditions of termination to which the Subscriber is entitled to and legal consequences of the termination.

In the case of Subscribers classified as Small Enterprise Subscribers, the Service Provider is not entitled to unilaterally amend a fixed-term contract by referring to subsection (2) paragraph ii. or iii. if the law stipulates an obligation to pay tax or duty that applies to the Service Provider.

III./ Condition-dependent modification of the Subscription Contract and the General Terms and Conditions;

The charges imposed on the Subscriber based on the specific Subscription Contract and set out in the "List of Rates" Annex to the General Terms and Conditions shall change irrespective of the Service Provider's or the Subscriber's behaviour, in case of consumer price index changes.

The rate of change of charges is equal to the rate of change in the consumer price index.

The charges payable by the Subscriber under the individual Subscription Contract and those specified in the List of Rates of the General Terms and Conditions are amended automatically no more than once per calendar year, proportionally with the increase of the consumer price index, based on data published by the Hungarian Central Statistical Office (KSH), if the consumer price index (inflation) increases 1% compared to the value as at 31 December of the previous year. The time of automatic modification of charges is the first day of the second month following the publication of the annual consumer price index changes on the website of the Hungarian Central Statistical Office. The extent of the modification of charges may not exceed the extent of the actual consumer price index indicated by the Central Statistical Office for the previous calendar year. If the increase of the consumer price index in a calendar year does not reach the extent specified in this section, the Service Provider shall delay the modification of charges until the combined increase of the consumer price index for several years reaches the extent specified in this section.

The Service Provider may waive the enforcement of the automatic price increases in its discretion, which it shall communicate to the Subscriber.

### **12.1.3. Provision of information to Subscribers**

Notification of the Subscriber in case of the amendment to the Subscription Contract:

Publication:

The Service Provider shall make available the General Terms and Conditions, including any amendments thereto, in the manner and for a period set out in Section 1.5. The Service Provider shall make available the published General Terms and Conditions free of charge.

The Service Provider shall publish the General Terms and Conditions subject to modification 30 days prior to the entry into force of the change, in a consolidated version, in its customer service area, on its website, furthermore, the customer service shall provide information orally, and send the same to the Authority.

In case of the introduction of a new service, if it does not affect the services already provided, or if the amendment results only in the reduction of some subscription fee, the Service Provider is not obliged to use the above 30-day time limit.

Notification:

The rules of Notification laid down in this section shall govern, as applicable, all the notifications sent by the Service Provider to the Subscriber (in particular, amendment, termination, sending of the bill, complaint management).

The Service Provider shall notify the Subscribers 30 days prior to the entry into force of an amendment, except for modifications of the annex containing the special offers.

The Service Provider shall publish the amendments of the General Terms and Conditions that become necessary due to the introduction of new services and do not affect the General Terms and Conditions related to the services already provided, furthermore, which result solely in the reduction of some subscription fees only simultaneously with their entry into force.

In case of the introduction of a new service, if it does not affect the services already provided, or if the amendment results only in the reduction of some subscription fee, the Service Provider is not obliged to use the above 30-day time limit.

If the customer services' address, telephone number and opening hours change, the Service Provider shall not incur any obligations relating to the change; however, the Service Provider is required to make it available at its customer service centre, website and the online customer service by way of updating.

The Service Provider may comply with its obligation to notify with the following means:

- i. billing letter (if the Service Provider sends such) or bill notification email;
- ii. if the Service Provider is not required to send a billing letter or sending a bill is not possible because the date stipulated by law for notification is before the date to send the billing letters specified by the General Terms and Conditions, the Service Provider is entitled, at its option, to notify the Subscriber:
  - a. by sending notice directly thereto which suits the nature of the subscriber service (for example, mail sent by post, orally by telephone, SMS, MMS);
  - b. by electronic mail to the email address indicated by the Subscriber;
  - c. by other electronic means with reference to publication on the website;
  - d. depending on the sphere of subscribers to be notified, by public announcement published in a national or county daily newspaper at least on two occasions, and simultaneously posting the announcement at its customer service department as well.

In case of the Subscriber's consent, the Service Provider may send the invoice to the Subscriber by way of electronic bill presentment system instead of by post, in which case the invoice notification email is considered the invoice letter. The Subscriber must be notified (1) in an invoice notification email or (2) in the electronic invoice, if possible, with reference thereto in the invoice notification email.

The notification method under paragraph d) is not applicable if the fees for the services covered by the Subscription Contract, the subscription and other related charges to be paid by the Subscriber, including the fees due upon termination of the contract, the rate of discounts granted for the Subscriber and the costs, as well as the time and mode of payment of fees change.

The notification shall include the following:

- (1) In case of the invoice letter, invoice notification email under paragraph i.

- a) a precise reference to the amended provisions of the General Terms and Conditions;
- b) the easily understandable, clear and concise description of the amendments;
- c) the amendment's effective date;
- d) the availability of the published General Terms and Conditions;
- e) if the Service Provider changes the fee of subscriber services, or reduces the amount of service included in the fee, then the changed fee, the sum and the amount of change, separated by services in case of tariff packages including several services;
- f) the condition, changes in legislation or administrative decision, or relevant circumstances by which the Service Provider justifies the changes;
- g) the rights of the Subscriber in the case of a unilateral amendment of the General Terms and Conditions, or the process of amendment in the case of a bilateral proposal for amendment.

(2) In case of sections ii. a-c) (by way of a notice which suits the nature of the Subscriber Service as well as by telephone, SMS, MMS, email, or by other electronic means):

- a) the amendment's effective date;
- b) a precise reference to the amended provisions of the General Terms and Conditions if applicable;
- c) the availability of the published General Terms and Conditions on the website;
- d) reference to the rights of the Subscriber in the case of a unilateral amendment of the General Terms and Conditions, or the process of amendment in the case of a bilateral proposal for amendment.

The time limits granted for the Subscriber to enforce its rights shall be calculated from the latest notification.

The Service Provider may use the notification of Subscribers by electronic mail or by means of other electronic communications under paragraphs a)-c) if able to record by some permanent means that

- i. the Subscriber has acknowledged the information conveyed verbally,
- ii. the information was conveyed in an electronic document or electronic mail to Subscribers who have provided prior consent on the acceptance of electronic communications, or
- iii. if the notice included in a mail sent by post has been delivered to the Subscriber in a verifiable manner.

Based on the proof of delivery, it shall be deemed that with the email, SMS or MMS, the Service Provider has complied with its obligation to notify unless proven otherwise. If the occurrence of notification cannot be established for reasons within the Subscriber's control, it shall be deemed that with the notification the Service Provider complied with its obligation to notify on the day following the delivery attempt made at least two (2) times, with an interval of at least five (5) days unless proven otherwise.

It shall be deemed that with a notice sent by mail the Service Provider complied with its obligation to notify on the seventh (7) day as from posting, unless proven otherwise.

During administrative proceedings, the Service Provider must prove that the Subscriber has been informed.

#### **12.1.4. Rights of Subscribers in connection with unilateral contract amendment**

If the amendment contains some provisions to the disadvantage of the Subscriber classified as Small Enterprise Subscriber, it shall be entitled to cancel the fixed-term Subscription Contract with immediate effect within 8 (eight) days from the date of notice of amendment without any further consequences. On the other hand, the Subscriber

shall not be entitled to terminate the fixed-term Subscription Contract under such circumstances if having concluded the Subscription Contract in light of the benefits stemming from such commitment, and the amendment does not affect the benefits received. If the amendment affects the benefits received and the Subscriber terminates the Subscription Contract, the Service Provider may not demand from the Subscriber to repay the value of the benefit falling in the period subsequent to the termination of the contract.

If in the fixed-term Subscription Contract, the Subscriber committed to use the services or the product related thereto and concluded the Agreement in light of the benefits stemming from such commitment, and terminates the contract before the expiry of the fixed term, the Service Provider may claim only the benefits used by the Subscriber and may not attach other adverse legal consequences to the termination.

The use of the subscriber service or the use of the subscriber service under modified conditions or, after proper notification to the Subscriber, the payment of the modified and billed fees by the Subscriber shall be in particular considered as acceptance by implied conduct of an amendment initiated by the Service Provider. If the Agreement is modified due to a fee change, failing to make an objection shall be considered acceptance by implied conduct, if the Service Provider has properly met its obligation to inform the Subscriber.

## **12.2. Cases and conditions of contract amendment initiated by the Subscriber and time limit for completion of such amendments**

The Subscriber is entitled to initiate with the Service Provider the amendment of the Subscription Contract, at the contact points specified in these General Terms and Conditions, orally, in writing, or if the Service Provider consented to notification by electronic mail or by means of other electronic communication, in direct electronic mail (email), or by means of other direct electronic communication. If the Subscriber turns to the Service Provider, at its own accord, by electronic mail or by means of other electronic communication, it shall be considered that the Subscriber consented to notification by electronic mail or by means of other electronic communication. The amendment of the Subscription Contract initiated by the Subscriber shall be established upon its adoption by the Service Provider and shall enter into force as agreed by the parties.

An initiative aimed at amending the Subscription Contract shall mean a conduct by which a person who has signed a subscription contract with the Service Provider, in its own name or via an authorised representative, issues instructions relating to the Subscription Contract used, or, as part of its Subscription Contract, orders a new service or uses an occasional service.

The Service Provider may refuse to fulfil the Subscriber's demand for the order of a new service or other modifications of the contract as long as the Subscriber has overdue and unpaid debts. The Subscriber may not change the billing cycle until the payment of the inter-month bill sent. The Service Provider may also refuse to fulfil the Subscriber's demand for the order of a new service or other modifications of the contract if it is restricted for the Subscriber.

If the Subscriber initiates the amendment of a written contract orally or through the automated self-service system (IVR), and the initiative complies with the contents of the General Terms and Conditions, and the Service Provider accepts the initiative orally or through the automated self-service system (IVR), then the Subscription Contract will be amended according to the contract amendment initiative of the Subscriber.

Bilateral amendments of the Subscription Contract initiated in any form by the Subscriber and, as applicable, to the Subscription Contract thus amended, shall be governed by the provisions regarding the signing of the Subscription Contract, laid down in Section 2.1 of the GTC.

### **12.2.1. Changes in the person of the Subscriber (transfer of subscription)**

The Service Provider may modify the specific Subscription Contract upon the request of the Subscriber (or his/her heir if the Subscriber is deceased) in accordance with the General Terms and Conditions of Business if there is a change in the person of the Subscriber due to a legal succession on the grounds of a contract, inheritance or other (the "Transfer").

In case of the death of a private entrepreneur, the heir may request in person the transfer of the Subscription Contract from the Service Provider, while providing credible proof of his/her quality as such by a public document and based on a valid Subscription Contract. The Service Provider may transfer the Subscription Contract, at the request of the heir, to the name of the heir (or of one of the heirs if there is more than one heir), the successor. Through inheritance, the heir may become a Small Enterprise or Large Enterprise Business Subscriber only if it meets the provisions set out in the General Terms and Conditions of Business of Vodafone on Business Subscribers, otherwise transfer is possible as Individual Subscriber. With a Subscriber carrying out other forms of activity, transfer is not possible by way of inheritance.

In case of termination of a legal person or unincorporated business association Subscriber with a legal successor, the legal successor (or, on the basis of a valid Subscription Contract, the Subscriber) may request from the Service Provider, on a completed form, the transfer of the Subscription Contract, in accordance with the rules of representation as per Section 2 of the General Terms and Conditions of Business, after registration of the succession at the (registry) court.

Subscriber may request transfer of the Subscription Agreement to another individual entrepreneur, legal person, unincorporated business association or natural person (legal succession by contract). In this latter case, too, it may



request from the Service Provider, on a completed form, the transfer of the Subscription Contract in accordance with the rules of representation as per Section 2 of the Business General Terms and Conditions.

In the event of transfer to a natural person, if Subscriber of the Subscription Agreement to be transferred has outstanding debts or unpaid invoice, Service Provider may decide not to fulfil the transfer application until the payment thereof.

With transfer to another individual entrepreneur, legal person or unincorporated business association, all and any expired and unexpired claims of the Service Provider against the Subscriber shall pass to the new Subscriber, and the Service Provider may demand the same from the new Subscriber; however, if the Subscriber of the Subscription Contract to be transferred has outstanding debts or unpaid invoice, the Service Provider may decide not to fulfil the transfer application until the payment thereof.

With the transfer, subscription of Predecessor Subscriber shall cease. The transfer to a Successor Subscriber is governed by Service Provider's standard procedures relating to new services, including checking creditworthiness and requiring a potential security.

Transfer by contract may take place only at the sales locations of the Service Provider, with the joint presence of the Parties and with the representation of the Subscriber as defined Section 2 of the Business General Terms and Conditions.

The subscription may only be continued by the person who can meet the requirements of the Subscription Contract. In the event of transfer to a natural person, in connection with the new Subscription Agreement, Vodafone General Terms and Conditions for Individual Subscribers shall apply.

If the transfer application is approved, the deadline for transfer shall be no more than 15 days as from the receipt of the transfer application.

The Service Provider shall perform the transfer within the time limit undertaken for performing of the transfer, or notify the Subscriber of the rejection of the transfer.

In case of transfer, the Service Provider may not ask for entry fee. The fee for transfer is included in the current Tariffs.

As a result of transfer, the successor shall be entitled to the rights and bound by the obligations arising from Subscription Contract as from the day of transfer.

#### **12.2.2. Change in the Subscriber's status**

The Subscriber may unilaterally modify his/her statement made at the time of signing the contract as to his/her intention to use the subscriber services as a private or business Subscriber, with the application of the rules for termination of a Business Subscription by the Subscriber's notice (Section 12 of the General Terms and Conditions), with the consequences therein, in writing, by means of a letter addressed to the Customer Service of the Service Provider. In connection with the new Subscription Contract, the rules of the conclusion of the Subscription Contract (Section 2.1 of the General Terms and Conditions) shall apply.

The lead time for change, if no obstacles occur either on the part of the electronic communications Service Provider or on the part of the Subscriber, is up to 30 days as from the receipt of the complete application.

#### **12.2.3. Change in the place of service provision**

Subscriber is entitled to relocate one or more terminal points from the geographical address specified in the Individual Subscription Contract under the following conditions:

- a) Within the fixed term of the Individual Subscription Contract, the Subscriber is allowed to request the relocation of each terminal point to a new geographical address on a single occasion;
- b) Subscriber shall bear all costs in connection with the relocation and may not have any claims in this respect towards Vodafone;

- c) Service Provider shall provide Subscriber with the results of the preliminary measurements conducted by it.

On the basis of these measurements, the Service Provider determines the conditions of the relocation, especially – but not exclusively – the following: cost distribution between the Parties, time period necessary for the completion of the relocation.

Subscriber accepts that, in order to apply the preliminary measurement results, the Service Provider is entitled to unilaterally extend the fixed-term contract period by additional 12, 24 or 36 months.

Subscriber acknowledges that the Service Provider shall not be compelled to carry out preliminary condition measurements more than one time within the fixed term period stipulated in the Agreement.

If the Subscriber requests the relocation of the service to a geographic area where the Service Provider is not able to deploy the service, and therefore, the relocation is not possible, the Subscription Contract shall remain in force by the Subscriber's choice with unchanged content, or at Subscriber's request, the subscriber access point shall be terminated and until the implementation of the relocation but no later than for the period defined in Section 5.1 of these General Terms and Conditions, the subscription will be suspended. If the Subscription Contract terminates due to such suspension, the Subscription Contract shall be considered a contract terminated for reasons within the control of the Subscriber, with particular attention to the recoverability of certain benefits offered by the Service Provider.

#### **12.2.4. Bandwidth change**

The Subscriber is not entitled to request a modification of the bandwidth during the definite period of the Subscription Contract.

## **12.3. Cases and conditions of termination of contract by the Service Provider**

### **12.3.1. Announcement of termination**

12.3.1.1 Service Provider at its sole discretion shall forward the termination notice for the Subscription Contract as follows:

- (a) in writing, in a letter with acknowledgement of receipt; or
- (b) in an electronic document (in particular via fax, SMS, MMS) or electronic mail.

The delivery is deemed as verifiable if the notification is sent in accordance with the rules applicable to notifications.

For Medium and Large Enterprise Subscribers, termination by Service Provider forwarded as above shall be deemed delivered to Subscriber:

- (a) in the case of a letter with acknowledgement of receipt, on the date of receipt indicated on the acknowledgement of receipt; if, however, the letter is returned with a message "Did Not Collect", or, in spite of being addressed to the address specified in the Subscription Contract or the Subscriber's registered office, with the message "Unknown" or "Moved to Unknown Address", or "Insufficient Address" or "Cannot Be Delivered" or "Reported as Discontinued" or "Refused to Accept", it shall be deemed received on the 5th (fifth) day following the second attempt at delivery, or
- (b) in the case of an electronic document, on the delivery date stated on the delivery confirmation sent by the system or, in the case of an email, on the date of the successful sending.

Termination by Service Provider shall contain

- a. the reasons of termination,
- b. the termination notice period, date of expiry of such period, and
- c. if the reason of termination is breach of contract by Subscriber, information to be provided for Subscriber as set forth in the following paragraph.

If the reason of termination is due to breach of contract by Subscriber, and Subscriber eliminates such breach during the notice period, the Subscription Contract shall not be terminated by Service Provider. Service Provider shall inform Subscriber thereof.

12.3.1.2 If the Parties agree to this effect, the Subscriber consents that the Service Provider send the termination through an electronic document or by email.

12.3.2. In the event of breach of the Subscription Contract, the Service Provider may terminate the Subscription Contract, with a notice of 15 (fifteen) days according to terms laid down in Section 12.3.1, in the case of Medium and Large Enterprise Subscribers, with a 3 (three) month notice, if

- a. the Subscriber hinders or jeopardises the proper operation of Service Provider's network in any way, and the Subscriber fails to eliminate such breach of contract within 3 days after the notification thereof including legal consequences,
- b. in case the reason of suspending the service as defined in Section 5.1.6.2 hereof still exists without any change Service Provider may terminate the Subscription Contract as of the last day of the term of suspending the service,
- c. if it can be assumed based on available data and information that Subscriber – in order to conclude the contract or to use the Service – has mislead Service Provider concerning material circumstances – in particular personal data,
- d. even after notification on legal consequences, Subscriber does not allow Service Provider to conduct on-site controls for the examination and elimination of the defect announced to or discovered by Service Provider,

- e. Subscriber uses the Service in a way or for purposes against the laws, including without limitation if
  - i. based on data available to Service Provider, Subscriber is presumed to use the Service for purposes in breach of criminal laws or petty offence laws;
  - ii. there is a strong reason to assume that Subscriber has misled or endeavours to mislead Service Provider,
- f. the Subscriber failed to fulfil Section 5.1.6.1 of the General Terms and Conditions, within the deadline specified for this purpose:
- g. the Subscriber materially or repetitively breaches the Subscription Contract.

12.3.2.1 If the Parties agree to this effect, the Subscriber consents that the Service Provider, in case of breach of the Subscription Contract, may terminate the Subscription Contract in accordance with the conditions laid down in Section 12.3.1, with a 3 (three) days' notice in the cases mentioned in Section 12.3.2.

12.3.3. Service Provider may terminate the Subscription Contract by 30 (thirty) days' notice if Subscriber has failed to pay due fees even following the 2nd (second) notice sent at least 15 (fifteen) days subsequent to the dispatch of the first one also including a notification on legal consequences. In the case of Medium and Large Enterprise Subscribers, the Service Provider may terminate the Subscription Contract with a 10 (ten) days' notice.

12.3.4. In the case of Small Enterprise Subscribers, the Service Provider is not entitled to terminate the contract

- a) in the case of monthly subscription fees not higher than HUF 10,000, if the amount of debt does not exceed the amount corresponding to the Subscriber's monthly subscription fee,
  - b) if there is no monthly subscription fee or in the case of monthly subscription fees higher than HUF 10,000, if the amount of debt does not exceed HUF 10,000, or
  - c) if the Subscriber disputes the amount of its debts, and, in order to settle the dispute, the Subscriber has filed an application to an authority entitled to decide in the legal dispute, and has notified the Service Provider about this by sending a copy, provided that the Subscriber continuously pays the undisputed charges for using the service that are due.
- The Service Provider shall ensure a possibility for paying the undisputed charges, at the Subscriber's request.

Termination of Medium and Large Enterprise Subscription Contracts by the Service Provider on the grounds of unpaid charges, other than as above, are governed by the individual Subscription Contract made between the Parties.

12.3.5. Service Provider, if having a closed billing system related to the service subject to complaint is verified by a certification body designated by the Minister, shall be entitled to terminate the Subscription Contract in accordance with this Section of the General Terms and Conditions even if Subscriber files its bill complaint before expiry of payment deadline. Payment deadline shall not be expanded with the time required for the investigation of a billing complaint even if Service Provider fails to refuse the application within 5 (five) days.

12.3.6. Upon the request of the other Service Provider, Service Provider shall terminate the Subscription Contract if the electronic communications network of Service Provider is used by another Service Provider or if the fee is collected on behalf of another Service Provider, and

- a. conditions under Sections 12.3.2 or 12.3.3 are met; and
- b. third-party Service Provider is not entitled or able to restrict or terminate the service.

12.3.7. Section 12.4.8 shall not apply if in the case described in Section 12.3.6, upon individual discretion and in consideration of the circumstances of the given case, Service Provider applies termination notice periods as defined in Sections 12.3.2 or 12.3.3.

12.3.8. If the Parties agree to this effect, the Subscriber consents that the notice period for the termination of the Subscription Contract by Service Provider, with the exceptions in Sections 12.3.2 and 12.3.3, is 15 (fifteen) days. In the case of Medium and Large Enterprise Subscribers, the Service Provider may terminate the Subscription Contract with a notice of at least 15 (fifteen) days.

12.3.8.1 Unless the Parties agree as per Section 12.3.8, the Service Provider may terminate the Subscription Contract with a 60 (sixty) days' notice, with the exceptions laid down in Sections 12.3.2 and 12.3.3.

12.3.9. If Service Provider is unable to fulfil the deadline as provided for the starting of the service in the Subscription Contract for technical reasons, Service Provider shall be entitled to terminate the Subscription Contract with notice as per Sections 12.3.8 and 12.3.8.1.

12.3.10. Service Provider shall be entitled to terminate every Subscription Contract entered into with Subscriber if the latter is in breach of provisions under Section 13.2 hereof. Notice period in case of terminating the Subscription Contract by Service Provider in this case is 30 (thirty) days.

12.3.11. Instead of terminating the contract Service Provider may request provision of security or – in accordance with Section 5.2 of the General Terms and Conditions – to restrict the scope or use of the services. If Subscriber fails to eliminate the cause of restriction within 30 (thirty) days, such restriction shall not prevent termination if the conditions thereof otherwise exist.

12.3.12. In case of termination by Service Provider the day of termination of the Subscription Contract is the date following the day indicated in the written termination that has expired without any result.

#### **12.4. Cases and conditions of termination of contract by the Subscriber**

The Subscriber may terminate the Subscription Contract orally (by telephone), in writing or by electronic means.

The right of oral (telephone) termination may be exercised through the contact details of the Central Customer Service, while the right of written termination may be exercised through the Central Customer Service of the Service Provider, its authorized representative offices, reseller network.

The Subscriber may terminate the Subscription Contract by electronic means, by implying conduct:

- signing via an electronic tool on the electronic interface;
- communication of the termination statement by phone
- by email.

In the case of oral termination the Subscriber shall provide the following details: call number and customer security number belonging to the subscription(s) intended to be terminated, name of the Subscriber. Furthermore, in order to verify the right of the Subscriber for termination, the Service Provider may request other data specified in the Subscription Contract.

In the case of written termination the Subscriber is required to submit the termination pursuant to the provisions of section 2 of the General Terms and Conditions on representation, and give the following details for identification: name of the Subscriber associated with the subscription(s) intended to be terminated and address of the terminal point(s).

The Subscriber may exercise termination through the electronic platform in the Service Provider's Premises. In the case of termination through the electronic interface, the Subscriber shall sign the termination by electronic means on the electronic interface, and for the purposes of identification, shall give the following data: name of the Subscriber associated with the subscription(s) intended to be terminated and address of the terminal point(s).

In the case of termination communicated by email sent to the Central Customer Service's email address, the Subscriber shall provide the following data: name of the Subscriber associated with the subscription(s) and address of the terminal point(s).

The Subscriber shall pay off immediately all his debts existing at the time of communicating his termination to the Service Provider. The start date of written termination (notice period) is the day on which the Service Provider receives the Subscriber's termination notice; in the case of verbal termination (by phone) or termination by electronic means, it is the day on which the Subscriber communicates the termination to the Service Provider or when the Service Provider learns about the termination. The Service Provider will bill all charges (such as the monthly subscription fee and other monthly fees, if any, for the fraction of month) incurred during the notice period, i.e. the time between the communication of the termination to the Service Provider and the day when the subscription is terminated, to the Subscriber.

The Subscriber may terminate the Subscription Contract starting from an end date it specifies, unless expressly stipulated otherwise by the General Terms and Conditions. In this case, the Subscriber shall indicate in its termination statement the end date from which it does not wish to use the service provided. The end date may be a day between the eighth and thirtieth days following the delivery or sending of the termination. The Service Provider shall stop providing the service on that end date.

The day when termination is delivered is the day when the Service Provider learns about the termination by Subscriber.

The day when termination is sent is the day when the Service Provider receives the written termination by Subscriber sent by post or by email.

If the date of delivery or sending is a non-working day, the next working day shall be deemed to be the date of delivery or sending. For the purposes of calculating the time limit, the first day of the time limit is the first working day following the date of delivery or sending.

The Service Provider may not apply the legal consequence laid down in Section 12.6.7 if the Subscriber terminates the Subscription Contract for the reasons below:

- a) the Service Provider is unable to eliminate a defect for 15 (fifteen) days following the unsuccessful lapse of the time limit for troubleshooting,
- b) the Subscriber has made more than 10 (ten) error reports regarding the Subscription Service within 90 (ninety) days preceding its termination, based on which the Service Provider has eliminated real defects falling within its sphere of interest,

#### 12.4.1. Termination of indefinite-term Subscription Contract with notice

12.4.1.1. Unless otherwise agreed by the Parties, the Small Enterprise Subscriber is entitled to terminate an indefinite-term Subscription Contract with a notice of no more than 8 (eight) days any time, without stating the reasons. In the case of Medium and Large Enterprise Subscribers, the termination notice is 15 (fifteen) days.

12.4.1.2. If the Parties agree to this effect, the Small Enterprise Subscriber consents that the notice period for the termination of the Subscription Contract by Subscriber is 15 (fifteen) days.

#### 12.4.2. Termination of fixed-term Subscription Contract without notice

Subscriber may terminate the Subscription Contract without notice upon any of the following reasons:

- i. If Service Provider unilaterally modifies the General Terms and Conditions in cases set forth therein and such modification contains unfavourable provisions for Subscriber, then Subscriber shall be entitled to terminate the fixed-term Subscription Contract without notice within 8 (eight) days after receipt of the notice on such modifications without any further legal consequences. However, Subscriber shall not terminate the fixed-term Subscription Contract even in this case if it has concluded it with regard to the advantages due to definite term, and the modification does not affect the received advantages. Should such modification affect the received advantages, and Subscriber terminates the fixed-term Subscription Contract, Service Provider shall not claim the amount of such advantages due for the period following the termination to be paid by Subscriber. The Service Provider is entitled to charge the discounts taken by the Subscriber until the expiry of the notice period.
- ii. The Subscriber may terminate the Subscription Contract through an extraordinary notice if the Service Provider fails to eliminate the defect within 15 (fifteen) days after the unsuccessful lapse of the time limit available for troubleshooting, fails to eliminate the defect for 30 (thirty) days following the Subscriber's error reports. In such case, Service Provider shall neither claim the consideration of the advantages, nor shall it apply any unfavourable legal consequences for such termination, even if Subscriber has undertaken an obligation in the fixed-term Subscription Contract for using the service or related products, and has concluded the contract with a view to the advantages arising therefrom, and it has terminated the contract before the expiry of the definite term.
- iii. The Subscriber is entitled to terminate the Subscription Contract through an extraordinary notice if it has made more than 10 (ten) error reports regarding the subscription service within 90 (ninety) days preceding its termination, based on which the Service Provider has eliminated real defects falling within its sphere of interest.
- iv. The Subscriber is entitled to terminate the Subscription Contract through an extraordinary notice if the Service Provider unilaterally amends the fixed-term Subscription Contract with respect to the basic tariff (regular charges, in particular, subscription fee, traffic charge), duration of the Subscription Contract, legal consequences of its termination or target values of the service quality requirements, not including the case where justified by Section 12.1.2.II./ (1) ii. and iv of the GTC, a case which shall not give rise to Subscriber's right to extraordinary termination.

12.4.3. If Subscriber has undertaken an obligation in the fixed-term Subscription Contract for using the service or related products, and has concluded the contract with a view to the advantages arising therefrom, and it has terminated the contract before the expiry of the definite term, Service Provider may only claim the consideration of the advantages used by the Subscriber, and shall not apply any unfavourable legal consequences for such termination. In this case the notice period is 8 (eight) days. The Service Provider is entitled to charge the discounts taken from the start of service provision until the expiry of the notice period.

(i) The Service Provider may not apply the legal consequence laid down in Section 12.4.3, if the Subscriber terminates the Subscription Contract for a reason stated in Section 12.4.2, subsections (ii) or (iii) or (iv), as specified therein.

12.4.4. Unless otherwise agreed by the Parties, in the case of a Subscription Contract signed outside the premises and a distance Subscription Contract, if the Service Provider already starts the performance of the Subscription Contract within the time limit available for cancellation as specified in Section 12.5.4.3 (a), the Small Enterprise Subscriber has a right of termination effective immediately, without reasoning, within 14 (fourteen) days following the signing of the Subscription Contract.

12.4.5. If agreed by the Parties, if the Service Provider already starts the performance of a Subscription Contract signed outside the premises and a distance Subscription Contract within the time limit available for cancellation, the Small Enterprise Subscriber does not have a right of termination effective immediately, without reasoning, within 14 days following the signing of the Subscription Contract.

12.4.6. In the case of Medium and Large Enterprise Subscribers, unless expressly agreed otherwise by the parties, if the Service Provider already starts the performance of a Subscription Contract signed outside the premises and a distance Subscription Contract within the time limit available for cancellation, the Medium and Large Enterprise Subscriber does not have a right of termination effective immediately, without reasoning, within 14 days following the signing of the Subscription Contract.

12.4.7. In the case of a Subscription Contract for Mobile Data Backup Option Service, the Subscriber may terminate the Subscription Contract with immediate effect within 14 (fourteen) days following the start of the rendering of the services, with the legal consequences specified in Section 12.6.9 below, if its interest in the continued performance of the Subscription Contract has ceased on account of the fact that at the place of use specified in the Subscription Contract (address, or in absence thereof, the lot number) the Service quality did not meet the provisions of the Subscription Contract or the Service cannot be used. The Service Provider shall inform the Subscriber about the possibility, conditions and consequences of exercising the termination right, in a verifiable manner, simultaneously with the signing of the Subscription Contract.

12.4.8. Date of termination

- (a) In case of termination of fixed-term contract by Subscriber without notice the contract shall terminate upon on the 15<sup>th</sup> (fifteenth) day after the receipt (making or sending) of the statement on termination by Service Provider.
- (b) In the case of extraordinary termination of the fixed-term contract by Subscriber according to Sections 12.4.2 ii, 12.4.2 iii and 12.4.2 iv, it shall cease on the day following the receipt of the termination statement (making or sending thereof) by the Service Provider.
- (c) If the right of termination effective immediately is exercised, following the receipt of the termination statement (making or sending thereof) at the Service Provider, the Service Provider shall immediately take the technical measures necessary for the termination of the Subscription Contract, and the Subscription Contract



shall cease no later than on the day following the receipt of the statement at the Service Provider (making or sending thereof).

## **12.5. Other cases of termination of the Subscription Contract and conditions of such cases**

12.5.1. 12.5.1. Mutual agreement: The Subscription Contract will terminate at the time determined by the Parties if the contracting parties have mutually agreed thereon, with the provision that the Parties may terminate the subscription contract concluded by implied conduct by express oral or written statement and by implied conduct; the subscription contract concluded orally by express oral or written statement; while the subscription contract concluded in writing by express written statement.

12.5.2. Subscriber's death, dissolution without a legal successor or Service Provider's dissolution without a legal successor: The Subscription Contract shall expire upon Subscriber's or Service Provider's winding up without legal successor, as well as upon termination of Service Provider's right to provide the services.

### **12.5.3. Expiry of the definite term**

The Subscription Contract concluded for definite term shall expire after the definite term. Before expiration of the contract, Service Provider shall inform Subscriber on the number of days remaining until and the date of expiry, at least 30 (thirty) but no later than 60 (sixty) days in advance in an annex to the invoice letter, or in the absence of such invoice letter, via mail or by electronic communication appropriate for the nature of service. In the fixed-term Subscription Contract Parties may freely agree on the contractual terms and conditions of the new Subscription Contract subsequent to the fixed-term Subscription Contract, whereby the new contract may only be concluded for indefinite term. Parties may agree on the prolongation of the term of the fixed-term contract upon the conclusion thereof and with Subscriber's express declaration before the expiry of the definite term.

If the parties agree so in the Subscription Contract, after the expiry of the fixed term, the contract shall be transformed automatically into an indefinite-term contract. If the tariffs of the Subscription Contract contain charges specified for the indefinite-term contract, they shall apply to charges of the indefinite-term contract.

### **12.5.4. Cancellation by Subscriber:**

#### **12.5.4.1. General Rules**

The Subscriber is entitled to terminate the Subscription Contract.

The Subscriber shall pay off immediately all their debts existing at the time of communicating their intention of termination to the Service Provider.

12.5.4.2. If Subscriber has undertaken an obligation in the fixed-term Subscription Contract for using the service or related products, and has concluded the contract with a view to the advantages arising therefrom, and it has cancelled the contract before the expiry of the definite term, Service Provider may only claim the consideration of the advantages used by the Subscriber from the start of service provision, and shall not apply any unfavourable legal consequences for such cancellation.

#### **12.5.4.3 Cases**

- i. Unless otherwise agreed by the Parties, in the case of a Subscription Contract signed outside the premises and a distance Subscription Contract, a Small Enterprise Subscriber has a right to cancel the Subscription Contract without negative legal consequences and reasoning, within 14 (fourteen) days following the signing of the Subscription Contract.
- ii. If agreed by the Parties, the Small Enterprise Subscriber does not have a right to cancel the Subscription Contract as specified in Section 12.5.4.3 (i), without reasoning, within fourteen days following the signing of a Subscription Contract signed outside the premises and a distance Subscription Contract.
- iii. In the case of Medium and Large Enterprise Subscribers, unless expressly agreed otherwise by the Parties, the Medium and Large Enterprise Subscriber does not have a right to cancel the Subscription Contract as specified in Section 12.5.4.3 of the GTC, without reasoning, within fourteen days following the signing of a Subscription Contract signed outside the premises and a distance Subscription Contract.

## **12.6. Rules of procedure governing termination of the Subscription Contract**

12.6.1. Upon termination of the Subscription Contract all payment obligations under the contract shall fall due. Subscriber shall forthwith pay all existing, payable and overdue debts.

12.6.2. Upon termination of the Subscription Contract Service Provider shall send an invoice to Subscriber as regards the last subject period as well as an invoice for any unpaid and due debt based on the Service.

12.6.3. In case of termination of the Subscription Contract Service Provider shall conclude a new Subscription Contract with Subscriber or Bill Payer only if Subscriber or Bill Payer do not have any debts resulting from the use of the Service, or the former Subscription Contract was not terminated due to a reason affecting Subscriber's and/or Bill Payer's frame of interest. In case Subscriber or Bill Payer has paid off its previous debt only with significant delay (at least 2 (two) months following payment deadline), Service Provider shall be entitled to prescribe advance payment of fees in an amount depending on the results of the credit check. Such advance payment shall be credited by Service Provider after the payment of 12 (twelve) invoices following advance payment, continuously, in Subscriber's current invoice.

12.6.4. If Subscriber notifies Service Provider's Customer Service that the Subscription Contract has been concluded by a false representative, and the official examination establishes misuse in the course of concluding the Subscription Contract, then it shall be regarded as null and void by Service Provider.

12.6.5. Service Provider shall suspend the enforcement of its claims arising from the Subscription Contract until the final (if relevant) conclusion of the procedure by the competent authority.

12.6.6. The copy of police recording or report is necessary for the announcement on the loss or theft of identification documents of Subscriber's representative entitled to sign on behalf of Subscriber before the conclusion of the Subscription Contract, or on the conclusion of Subscription Contract with Service Provider by the misuse of Subscriber's data or by way of committing a crime.

12.6.7. If, in the case of a Subscription Contract for a definite term, the Subscriber gives reason by his breach of contract for the Service Provider to terminate the Subscription Contract pursuant to section 12.3.2 or 12.3.3 thereof, the Service Provider may only require the discounts taken by the Subscriber and may not attach any other disadvantageous legal consequences to the termination. The Service Provider is entitled to bill the discounts taken from the start of the service provision until the expiry of the notice period.

12.6.7.1. The Service Provider may not apply the legal consequence laid down in Section 12.6.7 above, if the Subscriber terminates the Subscription Contract for the reasons below:

- a) the Service Provider is unable to eliminate a defect for 15 (fifteen) days following the unsuccessful lapse of the time limit for troubleshooting,
- b) the Subscriber has made more than 10 (ten) error reports regarding the Subscription Service within 90 (ninety) days preceding its termination, based on which the Service Provider has eliminated real defects falling within its sphere of interest,

12.6.8. In the event of termination of the Subscription Contract – with the exceptions specified in Sections 2.4, 12.4.2 and 12.2.3 – neither a call-out fee, nor any other cost (in particular depreciation of the asset owned by the Service Provider) may be charged to the Subscriber.

In the case of termination by the Subscriber in accordance with the rules of electronic communications and the Subscription Contract, the Service Provider may not define the return of the assets owned by the Service Provider and provided to the Subscriber as a condition for the cessation of the Subscription Contract. Termination by the Subscriber and the cessation of the Subscription Contract shall have no impact on the legal relationship under the civil law, referring to the electronic communications device associated with the Subscription Contract, but it shall be governed by the rules of the Act on the Civil Code.

If the Subscription Contract is terminated, the Service Provider shall make it possible at all of its customer service offices for the Subscriber to return the device owned by the Service Provider and provided to the Subscriber, and

shall give the Subscriber a proof of such return. No procedure may be stipulated for the return that would entail unreasonable costs or disproportionate difficulties for the Subscriber.

12.6.9. In the case of the termination specified in Section 12.4.7, the Service Provider may only claim the prorated monthly fee for the period between contract signing and termination, and, in the case of the Service with traffic-based charges, the charges of the traffic actually used by the Subscriber, or the consideration for other Services with custom fees that were used with the Service. The Service Provider may not charge any other costs, in particular any termination or administration fees.

12.6.10. In case of cancellation by Subscriber as per Section 12.5.4, the parties shall settle with each other, and Service Provider shall refund the fees paid under the relevant contract to Subscriber within 30 (thirty) days after cancellation the latest, and Subscriber shall at the same time, return the equipment owned by Service Provider and provided by Service Provider to the Subscriber.

## **12.7. Determination, rate and method of payment of the liquidated damages payable by the Subscriber**

### 12.7.1. For Small Enterprises

12.7.1.1. By concluding a fixed-term Subscription Contract, the Subscriber, in consideration of the discounts received agrees not to terminate the contract before the expiry of the fixed term, and shall not commit any breach of contract due to which the Service Provider will terminate the contract or limit the service.

If the Subscriber is in breach of its obligations above, they shall pay liquidated damages. The rate of the liquidated damages to be paid is equivalent to the discount used by the Subscriber.

The discounts available for Subscribers include:

- the rate of discount from the individual monthly subscription fee granted with the chosen tariff package or options calculated as compared to the monthly fee of the indefinite-term contract (in HUF),
- the amount of discount from the entry fee (in HUF).

12.7.1.2. In the Subscription Contract, the Parties may agree otherwise than as set forth in Section 12.7.1.1.

### 12.7.2. In the case of Medium and Large Enterprises

Any legal consequences of the termination of Medium and Large Enterprise Subscription Contract other than the above are governed by the Subscription Contract concluded between the parties.

### **13. Further obligations of Subscriber related to the use of the service:**

#### **13.1. Cooperation and information obligations**

In the course of their legal relationship resulting from the service provision and their contractual relationship under the Subscription Contract, Subscriber and Service Provider shall cooperate with each other. For the purpose thereof, they shall inform each other without delay on any facts, circumstances and changes relevant for the provision of the Service.

Parties shall provide the other Party with all data and information necessary for the proper fulfilment of the Service.

Subscriber and/or its legal successor shall inform Service Provider without delay in case of any changes affecting its person or legal status or business. Any damages resulting from failing to do so shall be borne by the omitting party.

Subscriber, as a fulfilment of its obligation to prevent or mitigate damages, undertakes to forthwith notify Service Provider in case it notices that the Service of Service Provider has not or not satisfactorily been fulfilled. In case of failure of or delay in such notification Service Provider shall not be responsible for any damages and/or expenses of Subscriber resulting therefrom.

### **13.2. Proper use of the service**

Service Provider shall not be liable for the quality of the Service in case of improper use thereof by Subscriber.

#### **Other obligations**

The Subscriber may not resell the Service. Reselling the Service is a violation of the requirement of the proper exercising of rights, because the Service Provider provides the Service for the Subscriber's personal use, and the Service is intended to be used personally by the Subscribers.

Subscriber acknowledges that in the course of using the Service under the Subscription Contract, and in particular in the course of using the Customer Service as defined in Section 6.3.2.2, as well as in filing subscribers' reports and complaints as per Sections 6.1 and 6.3, it shall refrain from harassing and such behaviour that is infringing public morale and dignity of the human being. Should Subscriber fail to fulfil such obligations Service Provider shall be entitled to demand Subscriber to immediately cease such improper behaviour. Should Subscriber fail to comply with its obligation even after the demand, Service Provider shall be entitled to terminate the Service in accordance with Section 12.3 (under Section 134(11) of the Eht. Act).

Over the course of using the Service and contact with the Service Provider, the Subscriber shall conduct itself as generally expected in such situations, refrain from any abnormal and abusive conduct, respect the human dignity of the Service Provider's staff and refrain from violating their personal rights.

**13.3. Obligations related to terminal equipment and other Service Provider-owned electronic communications devices handed over to Subscriber**

- 13.3.1. The Subscriber is required to enable the Service Provider to carry out the deployment and configuration of equipment provided by the Service Provider and necessary for the use of stationary Internet access services at the time previously agreed by the parties for an on-site configuration fee. The Subscriber is required to ensure the operating conditions of the equipment installed and made available by the Service Provider during the term of the contract and to cooperate with the Service Provider for the sake of troubleshooting. The Subscriber shall be liable for damages for full or partial damage, disrepair of the equipment installed by the Service Provider and other technical devices, and also for their becoming unsuitable for their intended use, their loss and destruction.
- 13.3.2. If according to the findings of examination following Subscriber's error report the defect is not due to the equipment provided by Service Provider, then expenses related to such examination and field-work shall be reimbursed by Subscriber based on Service Provider's invoice, to Service Provider.
- 13.3.3. In case a third party claims against the Service Provider for the compensation of damages caused within Subscriber's sphere of interest, Service Provider shall be entitled to charge the amount of such compensation on Subscriber.
- 13.3.4. Subscriber shall continuously keep the terminal equipment used by him/her in working condition, and use it properly. Should Subscriber fail to comply with this obligation Service Provider shall be exempted from liability for such damages.
- 13.3.5. Service Provider shall not be liable for interruption of services due to failure or incorrect configuration of terminal equipment/technical tools that have been put into operation by Subscriber himself/herself.



#### **13.4. Reporting changes in data and data supply;**

##### 13.4.1. Data supply

By concluding the Subscription Contract Subscriber's representative entitled to sign on behalf of Subscriber represents that he/she is entitled to conclude the Subscription Contract on behalf of Subscriber.

13.4.2. Subscriber shall announce to Service Provider any changes in its data recorded in the Subscription Contract without undue delay. Information regarding such announcement and the management thereof are set forth in Section 6.3 of the General Terms and Conditions. Service Provider shall not be liable for any damages due to failure of immediate announcement of the subscriber data provided for Service Provider, and it may claim for reimbursement of its damages related to such failure with reference to Subscriber's breach of contract.

**14. Information about the availability and use of easy-to-install and user-friendly software that allows protecting minors and other services serving the same purpose**

The Service Provider does not provide such services.

**15. If broadcasting subscription services are provided, the list of the media services included in the tariff package and - if the Service Provider wishes to indicate this - the data mentioned in Section 132 (2a) of the Eht Act, and list and definition of additional media services.**

The Service Provider does not provide such services.