

# **General Terms and Conditions of Business**

## **Annex 2**

## Rules of the number porting procedure applied by the Service Provider

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## 1 Definitions

a) *delivering service provider*: the service provider providing mobile telephone service whose subscriber transfers his number to another service provider providing mobile radiotelephone service after the termination of the subscription contract, or in the case of certain numbers, after its amendment;

b) *receiving service provider*: the service provider providing mobile telephone services whose future subscriber brings over his subscriber number from another service provider providing mobile telephone service, in the framework of the conclusion of his subscription contract;

c) *ported number*: the subscriber number contained in the subscription contract which is retained by the Subscriber upon migration from the delivering service provider to the receiving service provider;

d) *number transfer time window*: a time slot of 4 hours starting from 20:00 o'clock on every working day, during which the service providers perform the technical arrangements necessary for the implementation of number porting and number range transfer, and during which term the provision of service may be partially or wholly suspended on the numbers affected by number porting;

e) *porting process*: the process during which the Subscriber takes over his subscription number after the amendment or termination of his contract with one (delivering) service provider providing mobile telephone service to another (receiving) mobile service provider;

f) *primary call number*: a mobile call number used for voice transmission, to which a fax or a data number may also be attached, or a mobile call number belonging to mobile Internet;

g) *porting report*: that part of the porting process in which the Subscriber announces his porting request to the receiving service provider and makes the legal statement necessary for the completion of the porting;

h) *central reference database, or CRD*: the system created in the interest of number porting which includes and manages all the control information concerning all ported numbers, furthermore, the data of the service providers and the users defined in this decree, additionally, through an electronic data connection ensures the collection of control data and their distribution to the service providers and other parties entitled to receive them under the applicable statutes;

i) *number porting agreement*: an agreement concluded between the Subscriber and the receiving service provider based on the report of the need of the Subscriber on number porting, which contains all numbers to be ported by the Subscriber and the number transfer time window of the portings.

## **2 General rules of the number porting procedure**

### **2.1 Initiation of the porting procedure**

(1) Simultaneously with the reporting of the need for the conclusion of the new subscription contract, the Subscriber must report his need to the receiving service provider. If the conditions for the conclusion of the subscription contract are met, at the time of reporting the need

a) the receiving service provider identifies the Subscriber and concludes a new subscription contract,

b) the receiving service provider and the Subscriber agree on number porting, if a contiguous number range is ported partially, on the numbers intended to be ported and the number transfer time window during which porting will take place,

c) the Subscriber commissions the receiving service provider to complete the number porting.

The number porting agreement takes effect upon the reporting of the porting request into CRD.

(2) The Subscriber must be present personally in order to conduct the data validation necessary for the number porting process and to make the necessary legal statements in one of the customer service offices of the receiving service provider, or in the premises of a commercial representative also operating as a customer service point.

(3) As a receiving service provider, Vodafone enables the initiation of the number porting process through its call centre (1270) and online customer care ([www.vodafone.hu](http://www.vodafone.hu)). However, the personal data validation and making of statements necessary for the number porting process in the premises of the commercial representative of the Service Provider also functioning as a customer service point are obligatory in this case, too.

(4) For the number porting process to be successful, the subscriber must meet the requirements contained in the general terms and conditions of both the delivering and the receiving service provider.

5) In the case of number porting realized by the simultaneous transfer of service packages containing several types of service (multi-play packages), the unbundling of the local loop or access to the national bit flow, in the case of porting of numbers of a service with a discounted fee, a toll-free service, a premium-rate limited service, a premium-rate unlimited service and a business subscription including more than ten numbers, or in the case of partial porting of a contiguous number range, in order to schedule and implement number porting – and if the delivering service provider requests so, giving its grounds –, the receiving service provider is required to consult with the delivering service provider.

### **2.2 Portable numbers**

The Subscriber may request number porting for every number contained in his subscription contract with the delivering service provider or for certain numbers only.

A contiguous number range assigned to a given network terminal point may also be ported partially, pursuant to section 2.1 paragraph (5).

The Service Provider will ensure the portability of data and fax services as well, in such a manner that on the number of data service only data service, and on the number of fax service still only fax service remains available. Data and fax numbers may only be ported together with a primary call number used for voice transmission, and in the case of a simultaneous report.

The subscription numbers of services with discounted charges, toll-free services, premium-rate limited services, and premium-rate unlimited services are portable between mobile telephone service providers only if these services are available in the network of the receiving service provider without changing the nature of the services.

Concerning numbers covered by the existing subscription contract for which the Subscriber did not require number porting, the delivering service provider will either maintain the service by the amendment of the valid subscription contract, or terminate the service at the request of the Subscriber. The Subscriber may initiate termination of his subscription contract at the delivering service provider.

### **2.3 Identification of the Subscriber at the receiving service provider**

The receiving service provider identifies the Subscriber requesting number porting, in the manner defined in its general terms and conditions, based on the subscription number and the data contained in the subscription contract concluded with the delivering service provider, and will verify these against the following documents, or if the subscription contract is not available, it will identify the Subscriber by the following documents:

- a) for natural persons:
  - aa) Hungarian citizens: ID card, passport or driver's license and official certificate of address;
  - ab) non-Hungarian citizens: passport and residence permit certifying address or other official ID;furthermore, according to the decision and consent of the Subscriber, an official ID or permit that was used by the delivering service provider for the identification of the Subscriber when the original subscription contract was concluded,
- b) for economic entities:
  - ba) certificate of incorporation not older than 30 days or business license, if such license is not available, the entrepreneur's registration number,
  - bb) the notarized specimen signature of the person authorized to sign on behalf of the company, or his specimen signature countersigned by an attorney-at-law involved in a company registration (change registration) procedure,
  - bc) the personal ID of the proceeding representative, and
  - bd) power of attorney, unless the person authorized for representation will proceed;
- c) in the case of agencies of the state budget, condominiums and other organizations:
  - ca) the original document issued by the court or authority that registered the agency, organization or condominium, or a certified copy of the registry maintained by these, or the deed(s) of foundation submitted to the authority, which must contain at least the name, registered office and representative of the agency, organization or condominium, the method of representation, if such data are on record,
  - cb) the personal ID of the proceeding representative,
  - cc) power of attorney, unless the person authorized for representation will proceed.

## 2.4 Conditions of number porting

The delivering service provider may reject the number porting request if

- a) the Subscriber requesting number porting cannot be identified based on the data given pursuant to section 2.3, or
- b) at the time when the Subscriber reports his number porting request to the delivering service provider, the Subscriber has a billing debt overdue by over 30 days to the delivering service provider, about which the delivering service provider has notified the Subscriber pursuant to Section 144 of Act C of 2003 on electronic communications (hereinafter: Eht. act), in a verifiable manner, or
- c) the delivering service provider requires consultation in the cases specified in section 2.1 paragraph (5).

## 2.5 Fulfilment of the number porting request

(1) The receiving service provider is required to notify the delivering service provider on subscriber's number porting requests reported by 4p.m. on working days, by 8:00p.m. on the given working day. The receiving service provider is required to report the porting for the number transfer time window of the second working day following this notification, until 12.00 hours of the day preceding the number transfer time window to CRD, with the exception of the case specified in paragraph (2).

(2) If

- a) the Subscriber does not request the application of the earliest number transfer time window, or
- b) the unbundling of the local loop or installation of a subscriber access point is required for the number porting, or
- c) in the consultation as per section 2.1 paragraph (5), not the earliest number transfer time window was chosen,

then the receiving service provider is required, until 12.00 on the day preceding the number transfer time window specified in the number porting agreement at the latest, to report the number porting to CRD.

(3) The delivering service provider will notify the receiving service provider on the acceptance or rejection of number porting, giving its grounds, until 20.00 hours of the working day following the notification by the receiving service provider, furthermore, in CRD it will approve or reject the number porting until the completion of the transaction.

(4) The receiving service provider is required to notify the Subscriber on the rejection of the number porting request within one working day, pursuant to Section 144 (4) of the Eht. Act.

(5) If the delivering service provider has rejected number porting pursuant to Section 2.4 (c), the delivering and receiving service providers are required to conduct the consultation as per section 2.1 paragraph (5) within 5 working days from the day of the rejection.

(6) The delivering service provider is not allowed to reject the number porting request submitted based on the consultation conducted pursuant to section 2.5 (5), or the number porting request submitted repeatedly, when the consultation could not be conducted owing to the fault of the service provider.

(7) The deadlines will restart after the re-identification of the subscriber, the report of the payment of overdue receivables as per section 2.4 (b) by the Subscriber, or after the consultation as per section 2.5 (5), on the day when the porting request was repeatedly submitted to the delivering service provider.

(8) Number porting may only be rejected for the reasons defined in section 2.4.

## **2.6 Outstanding debt management**

Any billing debt of the Subscriber payable to the delivering service provider at the time of reporting the number porting request and any claim related to the definite term, handsets sold at a discounted price or otherwise with favourable terms, will expire at the time when number porting is initiated. The receiving service provider acting on behalf of the Subscriber at the delivering service provider may declare to pay the outstanding balance of this billing debt; failing to do so, the Subscriber is required to pay off the outstanding billing debt to the delivering service provider within 8 working days following the initiation of number porting.

The receiving service provider is entitled to charge the assumed debt to the Subscriber, or otherwise agree with the Subscriber on how this debt should be paid or settled.

After payment of the consideration of any devices sold for a definite term at a discount price or otherwise with favourable terms, or after the receipt of the relevant statement of the receiving service provider, the Service Provider will immediately release the network lock of the device at the request of the Subscriber free of charge. The terms of unlocking the network lock are contained in Annex 1 List of Rates of the GTC.

### **2.6.1 Handling of subscriber complaints concerning the services provided by the delivering service provider**

If the Subscriber has a complaint concerning any of the services provided by the delivering service provider, including but not limited to complaints related to billing, in each case he must refer it to the customer service of the delivering service provider, even after the completion of the porting process.

## **2.7 Amendment of the subscription contract during the period of the number porting procedure**

In the period between the date when Vodafone is notified about the porting request and the number transfer time window, the Service Provider may reject fulfilment of other demands concerning the amendment of the subscription contract, including but not limited to the following cases:

- Replacement of the call number of the Subscriber (change of number);
- Replacement of SIM card;
- Switch between tariff packages – migration (especially from a post-paid subscription to a pre-paid service, or from a pre-paid subscription to a post-paid package);
- Suspension of service;
- Transfer of the subscription;
- Termination of the subscription. It is one of the conditions for the porting of a mobile number to the receiving service provider that a valid subscription contract should exist with the Service Provider. If the Subscriber makes a statement concerning the termination of a written contract affecting a subscription belonging to a call number under porting, the Service Provider will not carry it out (while giving notice to the Subscriber), because a possible earlier termination of contract would cause the number porting fail. For this reason, should the porting fail, if the Subscriber upholds its intention to terminate the contract despite that, the Subscriber needs to communicate this in a written statement.

## **2.8 Providing information on ported numbers**

The Service Provider provides information to its Subscribers (through its short phone number 1748, which may be called free of charge from within the network) on the service provider owning the network where the calling of a certain phone number ends. In addition, the Service Provider also gives information about the charges of calling specific phone numbers through its customer service hotline 1270, which can be called free of charge from within the network.

## **2.9 Other important information**

The following rules are applied during the number porting procedure:

- a) during the number transfer time window, the service may be partially or wholly suspended,
- b) voice mail messages may not be ported,
- c) in the case of pre-paid packages, unused funds will be lost upon porting, unless otherwise provided for by the receiving service provider
- d) the device equipped with network lock feature, sold by the delivering service provider in the framework of a special discount offer may only be used in the network of the receiving service provider, if the delivering service provider has released the network lock in accordance with Section 2.6.

The receiving service provider shall notify the Subscriber about these rules as specified in the report of the number porting request.

### **3 Mobile phone numbers ported to Vodafone as Receiving Service Provider**

After the number porting request is reported and the subscription contract is concluded, Vodafone shall proceed in accordance with NMHH Decree 2/2012 (I.24.) of the National Media and Infocommunications Authority in order to report the porting request to the Central Reference Database and to fulfil the same.

#### **3.1 General rules relating to the number porting procedure**

Prior to accepting the porting request, Vodafone as Receiving Service Provider identifies the Subscriber and carries out other analyses to be applied in the case of concluding contracts with new Subscribers, in accordance with the General Terms and Conditions (including but not limited to checking the creditworthiness of the Subscriber).

After the successful completion of these analyses, the Subscriber shall sign a subscription contract with Vodafone, according to this Annex 2; this may be accompanied by the issue of legal declarations related to the report of the number porting request. In such case the Subscriber shall authorize Vodafone to act on his/her behalf at the delivering service provider in the number porting process, and also to make arrangements related to the termination or modification of the Subscriber's contract existing with the delivering service provider related to the phone number intended to be ported.

Upon concluding the contract, Vodafone as Receiving Service Provider and the Subscriber shall agree on the date and time of porting (number transfer time window), which may fall on the second day following contract conclusion the earliest, insofar as the request has been reported on workdays until 4p.m.

All subscribers of Vodafone requesting number porting may choose a secondary number porting time window as well, so that, in the event of the delay in the porting process for any reason, the administrative burdens of subscribers intending to port numbers are reduced. In case the porting cannot be completed in the earlier time window selected by the client, Vodafone shall reschedule the porting request to the second time window.

In order to ensure that the number porting procedure is successful, Vodafone may disclose the data used for the identification of the Subscriber to the delivering service provider that have been indicated by the Subscriber.

Following the identification of the Subscriber and based on the number porting request and authorisations, Vodafone as Receiving Service Provider shall notify the delivering service provider indicated by the Subscriber after the signing of the subscription contract of the number porting request submitted until 4p.m. on working days until 8.00p.m. on the same day, and shall make arrangements at the delivering service provider on behalf of the Subscriber during the number porting process, as well as regarding the termination or modification of the contract of the Subscriber existing with the delivering service provider in relation to the telephone number that the Subscriber intends to port.

The delivering service provider shall notify Vodafone as Receiving Service Provider of the acceptance or rejection of the number porting, with grounds, no later than 8.00p.m. on the working day following the notification by Vodafone.

Vodafone is required to notify the Subscriber of the rejection of the number porting request within one working day pursuant to Section 144 (4) of the Eht. Act, and, if required, shall identify the Subscriber again as per Section 2.3. Deadlines will restart after identification, or after the payment of overdue receivables as per section 2.4 b) is reported by the Subscriber.

### **3.1.1 Establishing a new pre-paid (top-up card) subscription**

In case the Subscriber chooses to establish a pre-paid subscription, he/she will be bound by the same conditions as any new customer establishing a non-ported number subscription, with the exception of the following:

- Until the start of the number porting time window, Vodafone enables the Subscriber to use its services on the mobile phone number bearing the network code 70, as stated in the contract.
  - In the event of a successful number porting procedure, the mobile phone number bearing the network code 70 shall be replaced by the ported mobile phone number at the end of the number porting time window. The balance that has not been used between the signature of the contract and the number porting time window, and thus appearing on the account of the Subscriber shall not be lost. Following the number porting, the subscription service period related to the ported subscriber mobile phone number must be restarted by the Subscriber with the first call that is subject to charges and is made from the subscriber SIM card, in accordance with the General Terms and Conditions for Individual Subscribers. The deadline for using the balance shall be uniformly 180 days from the restart of the service period.
- The effective date of the subscription contract:  
The contract shall be established and become effective on its signature.
- In the case of a withdrawn porting request or a porting procedure failed for any other reason, the Service Provider shall continue to provide the service to the Subscriber following the porting procedure with the mobile phone number bearing the network code 70. In such cases, the other conditions of using the service and the rules related to subscriptions are fully identical with those stipulated in the Service Provider's General Terms and Conditions regarding new subscription contracts established without a number porting request by the new Subscribers.

In case the Subscriber only purchases a SIM card for any tariff package (without purchasing a device in the framework of a special discount offer):

- The contract shall enter into effect when the number porting request is accepted by the delivering service provider. The contract may only enter into effect earlier if the Subscriber starts the Service period by making the first call subject to charges from his/her subscription SIM card, in accordance with Service Provider's General Terms and Conditions for Individual Subscribers.
- In case of a refusal of the porting request by the delivering service provider, the subscription contract shall enter into effect in accordance with the provisions of Service Provider's General Terms and Conditions for Individual Subscribers, as the Subscriber makes the first call subject to charges from his/her subscription SIM card, provided that this takes place within 90 days following notification sent by Vodafone regarding the refusal of the porting request. In this case, the Service Provider shall provide its service on the mobile phone number bearing the network code 70, as specified in the contract.
- The subscription contract shall be terminated on the ninety-first day following the sending of the notification defined in the above section if the Subscriber does not initiate a call subject to charges

- from his/her subscription SIM card until this time in accordance with the provisions of Service Provider's General Terms and Conditions for Individual Subscribers.
- In the case of purchasing a device in the framework of a special discount offer at the same time as the signature of the subscription contract, the subscription contract shall enter into effect at the time of signature.

Vodafone shall make arrangements in the interest of fulfilling the porting request in accordance with the provisions of NMHH Decree No. 2/2012. (I.24.) of the National Media and Infocommunications Authority.

### **3.1.2 Establishing a new post-paid subscription**

In case the Subscriber chooses to establish a post-paid subscription, he/she will be bound by the same conditions as any new customer establishing a non-porting number subscription, with the exception of the following:

- Until the start of the number porting time window, Vodafone enables the Subscriber to use its services on the mobile phone number bearing the network code 70, as stated in the contract.
- In the event of a successful number porting procedure, the mobile phone number bearing the network code 70 shall be replaced by the ported mobile phone number at the end of the number porting time window.
- The effective date of the subscription contract:  
The contract shall become effective on its signature.
- Other conditions of contract termination are identical to the conditions available to new Subscribers establishing new subscriptions on non-porting numbers. Therefore, the termination of contract is subject to the fulfilment of all obligations undertaken on the signature of the subscription contract in all cases, including but not limited to obligations related to devices sold at special discounts, as undertaken in a separate declaration signed by the Subscriber.

Vodafone shall make arrangements in the interest of fulfilling the porting request in accordance with the provisions of NMHH Decree No. 2/2012. (I.24.) of the National Media and Infocommunications Authority.

### **3.2 Other information related to the network identification number 70, used during the porting process**

In regard to the mobile telephone number bearing the network code 70, to be used during the porting procedure, the services listed below may be ported during the change to the ported number, with the following limitations:

- In the case of Voicemail, Professional Voicemail, and Professional Voicemail and Fax services: voice messages, voicemail login code, fax messages stored in mailbox, address books will be lost;
- Settings and passwords related to the Vodafone Mail service, emails, voice and fax messages stored in the mailbox, and address books will be lost;
- Vodafone e-SMS registration as well as black list settings will be lost;
- All previous scores/results of SMS games and all identification codes determined by game rules as required for example for prize collection (phone numbers, winning codes) will be lost;

- The My Vodafone password will be lost;
- CircularSMS password and group settings will be lost;
- All MMS messages that have been sent to the number to be ported before the number porting time window but have not been received until the start of the number porting time window will be lost;
- Services and products ordered via Mobile Purchase (e.g. in the framework of daily, weekly or monthly subscriptions) but have not yet been delivered shall not be despatched or performed.

### **3.3 Rules of number porting to existing subscriptions at Vodafone**

Vodafone provides the opportunity to all of its Subscribers with a valid subscription contract (hereinafter: original contract) to replace the mobile telephone number associated with their contract (hereinafter: original mobile phone number) by a mobile telephone number ported from another mobile telecommunications provider, while sustaining their existing subscriptions. Other conditions of the number porting procedure are the same for these customers as the rules defined in other Sections of the present Annex, with the following differences:

- In the case of Subscribers with existing subscription contracts at Vodafone, the analyses described in this Annex and applied in the case of new Subscribers are not applicable, nor are the provisions related to the effective date and termination of the contract.
- At the time of announcement of the porting request at Vodafone as Receiving Service Provider, the Subscriber shall decide over the change of his/her mobile phone number, as specified in his/her original contract, in case the number porting procedure is successfully completed.
- The Service Provider shall continue to provide its service to the Subscriber during the number porting procedure until the start of the number porting time window, on the SIM card, as well as the mobile phone number related to the original contract.
- In the case of a successful number porting procedure, the ported mobile phone number shall replace the original mobile phone number, and the Service Provider shall provide its services to the Subscriber in accordance with the original contractual terms in other respects, with regard also to the provisions of the General Terms and Conditions.
- The limitations listed in Section 3.2 regarding the transfer of services are also valid in the case of number porting in the number porting time window to an existing subscription at Vodafone.
- Failure of the number porting procedure for any reason will not affect the effective period of the Subscriber's original contract; the Service Provider continues to provide its service to the Subscriber according to the original contractual terms on the original mobile phone number, with regard also to the provisions of the General Terms and Conditions.

### **3.4 Withdrawal of the number porting request**

The Subscriber may withdraw his/her number porting request at the receiving service provider until 4p.m. on the second working day before the number transfer time window. The receiving service provider shall notify the delivering service provider of the cancellation of porting request until 8.00p.m. the latest.

In the case of number porting requests announced at Vodafone, the Subscriber may indicate his/her intention to withdraw the request in writing, at the customer service offices of the Service Provider that provide number porting service, or at sales locations of the company that also carry out customer service activities, with regard also to the provisions of Section 3 of this Annex 2.

### **3.5 Miscellaneous provisions**

Vodafone Magyarország Zrt. as Receiving Service Provider may have to pay a one-off porting fee to delivering service providers in return for the use of the mobile phone number porting service. As a special offer, Vodafone shall not transfer these charges on to its Subscribers, and provides a one-off, 100% price discount for these. Vodafone shall sustain this special offer until withdrawal. Details of this special offer may be found on the [www.vodafone.hu](http://www.vodafone.hu) website.

## **4 Mobile phone number porting from Vodafone as Delivering Service Provider**

Subscribers must announce their number porting request at the receiving service provider.

Vodafone will continue to provide its services to the Subscriber on the mobile phone number to be ported until the start of the number porting time window, in accordance with the other provisions stipulated in the General Terms and Conditions.

### **4.1 General rules relating to porting numbers from Vodafone as Delivering Service Provider**

The receiving service provider identifies the Subscriber on the basis of documents presented by the Subscriber, as listed in Section 2.3 above.

The receiving service provider is required to notify Vodafone of subscriber's number porting requests reported by 4p.m. on working days, by 8:00p.m. on the given working day. Vodafone shall notify the receiving service provider of the acceptance or rejection of the number porting, with grounds, no later than 8.00p.m. on the working day following the notification by the receiving service provider. The delivering service provider will approve or reject the number porting in the CRD within 23 hours following the reporting of the porting request into CRD by the receiving service provider

Following the identification of the Subscriber and based on the number porting request and authorisations, the receiving service provider shall notify Vodafone after the signing of the subscription contract of the number porting request submitted until 4p.m. on working days until 8.00p.m. on the same day, and shall make arrangements at Vodafone on behalf of the Subscriber during the number porting process, as well as regarding the termination or modification of the contract of the Subscriber existing with Vodafone in relation to the telephone number that the Subscriber intends to port. In case the receiving service provider reports the written termination of the subscription contract by the Subscriber on behalf of the Subscriber by electronic means, in accordance with the agreement between service providers, then Vodafone Magyarország zrt. shall accept this as written termination.

Vodafone shall notify the receiving service provider of the acceptance or rejection of the number porting, with grounds, no later than 8.00p.m. on the working day following the notification by the receiving service provider.

### **4.2 Miscellaneous provisions**

4.2.1 In the case of an ongoing porting procedure, related to a specific subscription mobile phone number, the Service Provider shall automatically reject any further porting requests made for the mobile phone number in question.

4.2.2 In regard to the portability of telephone numbers belonging to the Data Card tariff package, conditions detailed in Section 2.2 shall be applied.

The subscription contract for the Data Card tariff package shall be terminated if the Subscriber terminates the subscription contract related to the primary mobile phone number in the package.

4.2.3 Administration of ported numbers

In case the Subscriber changes to a new service provider and takes advantage of the number porting option, all user rights of the ported subscription phone number and related obligations shall be ported to the receiving service provider, and shall, at the same time, be terminated at the delivering service provider. However, the authorised designation licence owner shall remain the service provider to whom the authority has originally designated the number range containing the ported subscription number.

In the case of the termination of the subscription contract related to the ported number, the rights of use of the subscription number that has thus become vacant, together with all related obligations shall remain at the receiving service provider for a period of 6 months; during this period, the phone number may not be supplied to a new Subscriber. After this, the Subscription phone number, together with all related rights and obligations shall be returned to the service provider that is the original owner of the designation licence.