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In case of any discrepancy the Hungarian version of the General Terms and Conditions of Business shall prevail.

# **Vodafone Magyarország Zrt.**

## **General Terms and Conditions of Business**

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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 Centre:

- (a) address: H-1062 Budapest, Váci út 1-3. (Westend City Centre, can be visited personally);
- (b) phone number: 1270, which can be called free of charge in the Service Provider's network from Hungary; or: +3612881270, which is billed according to the tariff package of the calling party
- (c) opening hours: Monday-Wednesday: 10.00-20.00, Thursday: 08.00-20.00, Friday-Saturday: 10.00-20.00, Sunday: 10.00-18.00;
- (d) mailing address: 1476 Budapest, Pf. 350.;
- (e) email address: [ugyfelszolgalat.hu@vodafone.com](mailto:ugyfelszolgalat.hu@vodafone.com).

**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) phone number: 1270, which can be called free of charge in the Service Provider's network from Hungary; or: +3612881270, which is billed according to the tariff package of the calling party
- (c) opening hours: Monday-Wednesday: 10.00-20.00, Thursday: 08.00-20.00, Friday-Saturday: 10.00-20.00, Sunday: 10.00- 18.00;
- (d) mailing address: 1476 Budapest, Pf. 350.;
- (e) email address: [ugyfelszolgalat.hu@vodafone.com](mailto:ugyfelszolgalat.hu@vodafone.com).

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

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

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

1.5.1. Via the Service Provider's

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

1.5.2. 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 internet 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 public mobile radiophone and stationary Internet access 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 the individual Subscription Contract that contains the Service Provider's offer or through the Subscriber's receipt of the SIM card necessary for using the Service after the Subscriber's acceptance of the terms of the Subscription Contract as implied by conduct.
  - 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 distant Subscription Contract is made between the Service Provider and the Subscriber for the tariff packages expressly specified in the annex to the General Terms and Conditions entitled List of Rates or in the individual Subscription Contract, according to the following terms and conditions.

The subscription relationship is established as follows: the Subscriber initiates a call to the toll-free phone number specified on the product package or other information materials of the Service Provider, or visits the website specified on the product package or other information materials of the Service Provider, then, entering his own data necessary for the signing of the Subscription Contract, he accepts the General Terms and Conditions, including any annexes thereto, among which the List of Rates and the provisions of the individual Subscription Contract. The General Terms and Conditions are found on the Service Provider's website or through its Customer Service. The Subscriber is liable under the criminal laws for the truthfulness of the data he entered.

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

The Service Provider shall send a data confirmation letter within 10 working days following conclusion of the distance contract, to the address in Hungary that was specified by the Prepaid Subscriber.

The Service Provider shall consider the Subscription Contract to be valid if the Subscriber sends back the Contract confirmation code by SMS until the date specified in the data confirmation letter sent to him.

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 is not the Subscriber's real data, it is obviously false, or the Subscriber has failed to send back the data confirmation SMS within the deadline specified, the Service Provider shall deem the contract invalid. In the case of invalidity, the Service Provider shall not refund the fees of the services used, and the Prepaid Subscriber shall lose any balance still remaining on the SIM card.

The Service Provider registers the establishment of the contract within no more than 48 hours, and confirms it electronically to the Subscriber. Within five days following such registration, it shall send the Subscription Contract to the Subscriber by email.

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 of 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;
- the SIM card is accepted from Service Provider;
- in the course of signing the Subscription Contract, the service fee or the SIM card 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.

The Parties agree that the Service Provider, prior to the signing of the Subscription Contract, sends to the Small Enterprise Subscriber by email to the email address indicated by the Small Enterprise Subscriber, within 8 days, the Subscription Contract including the date of establishment of the Subscription Contract, and, in the case of a fixed-term Subscription Contract, the date of expiry of the fixed term. Unless the Parties agree otherwise, the Service Provider shall transmit or send the signed Subscription Contract within 8 days to the Small Enterprise Subscriber on a durable data carrier, on paper, in printed form.

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, Medium 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 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 are 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: property of customer service offices, brand representations, reseller network, Service Provider's agents;

b) any movable asset where 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 in which the agent usually conducts its 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 Medium and 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 mobile infocommunications services, having regard to the nature of the service, in particular to the fact that Subscriber does not wish to use the Service at a fixed location but at several places, and that information on wireless internet service coverage can be found on the Service Provider's website, the feasibility of the demand does not need to be examined. The Service Provider is entitled to conclude the Subscription Contract when the Subscriber submits the relevant demand. Because of the technical particularities of the mobile phone service, the service is deemed to be available for use if most of the individual service quality target values applicable to the service are fulfilled. Because of the technical particularities of the wireless internet service, the service is deemed to be available for use if the service quality requirement referring to the guaranteed speed, applicable to the service, is fulfilled.

In case of stationary Internet access service, beyond the data provided in case of Mobile infocommunications service, the demand notification must contain at least the following:

- the exact address of the requested access point,
- a statement that the phone line for which the ADSL service is ordered is in applicant's subscription, or the written statement of the subscriber of the line that he authorizes the applicant to order the ADSL Internet service for the given phone line,
- 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 stationary Internet access service, having regard to the nature of the service, the feasibility of the demand notification needs to be examined.

The Service Provider will carry out the checks necessary to establish the feasibility of the demand immediately after receiving the Subscriber's demand notification to conclude the Subscription Contract on using the service, or in case of present parties immediately after gaining knowledge of the demand (provided that the contract is not signed simultaneously), but no later than within 15 days. Within this time-limit the Service Provider declares and notifies the Subscriber in a verifiable manner that:

- a. it accepts the use request and simultaneously with the request, makes an offer to the requesting party for signing the Subscription Contract as stipulated in the General Terms and Conditions of the Service Provider, on the basis of such use request.



- b. if the Service Provider is unable to provide the Service within 30 days of demand notification due to the lack of technical prerequisites, but accepts the demand, then Service Provider indicates the deadline of commencing Service provision, which may not exceed 90 days of demand notification; or
- c. it refuses the request.

#### 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.

If the check of the subscriber's creditworthiness is not possible, the subscriber can only establish a pre-paid subscription contract. Post-paid subscriber relationships may be established depending on the outcome of the credit assessment and at the discretion of the Service Provider (sometimes by requiring securities). The Service Provider will not conclude post-paid subscriptions with Subscribers having outstanding debt.

The Service Provider is entitled to check the Subscriber's creditworthiness before concluding the Post-paid Subscription Contract and at any time during its period, and request that the Subscriber provide the necessary information and the documents proving thereof. The Service Provider is also entitled to check the authenticity of the above documents and may demand that Subscriber verify their validity. Depending on the outcome of the check, the Service Provider may condition the use of the Service on providing advance or other security (e.g. bank guarantee, suretyship, etc.). An exception to the above rules is the case when the Subscriber, at his own accord, pays the advance specified by the Service Provider before using the Service. In the above event, the Subscriber can use the Service up to the value of the advance. The Service Provider credits the advance to customer's phone account at a specific time determined at its own discretion, but maximum after paying 3 bills, and settles the fee of services used after the awarding the credit, up to the amount paid in advance, by making continuous set-offs. After using the total amount of the advance, Subscriber may pay a further advance.

Financial securities: Financial securities mean the ancillary obligation securing the performance of the Subscription Contract, which, depending on the Service Provider's evaluation may be advance, deposit, suretyship or bank guarantee.

## **2.2. List of data 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.

For the tariff packages and service packages specified in Section 2 of Annex 1: List of Rates to the GTC, solely implied contracts may be concluded. For any other tariff package and service package, the contract may be signed as an implied contract and/or written contract according to the Service Provider's internal regulations, according to the circumstances of such signing of contract.

#### **2.3.1.1. For Small Enterprise Subscribers**

When signing a written Subscription Contract, small and medium sized enterprises, in a written statement, or, when signing an electronic contract, in the same manner as the signing of the contract, may request that the rules applicable to retail subscribers be applied to them, and the Service Provider shall provide detailed 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)

#### **2.3.1.2. In the case of signing a written contract:**

- 2.3.1.2.1. The Subscriber must conduct all purchases subject to the Subscription Contract (in particular but not exclusively purchasing new SIM cards) through sales channels designated by the Service Provider. The Subscriber may only make these purchases via its authorized contact person in writing.
- 2.3.1.2.2. The Subscriber indicates its purchase demand by completing the Order form provided by the Service Provider and sending it to the Service Provider according to the Subscription Contract. The Order sent by the Subscriber to Service Provider forms an integral part of the Specific Subscription Contract; by sending the Order the Subscriber accepts the obligations included therein as binding upon itself, in accordance with the terms of the Subscription Contract.
- 2.3.1.2.3. If the order is received by the Service Provider during business hours (between 8:30 and 17:00 hours on working days), the Service Provider will deliver the SIM cards and the Devices to the Medium and Large Enterprise Subscriber within 15 days at the seat of the Subscriber or at other places expressly designated in the Specific Subscription Contract, presuming in case of devices that sufficient stock is available at the given time. In the absence of adequate stock the parties will jointly coordinate the time of delivery. If the Subscriber has overdue account debt, the Service Provider shall not fulfil the orders until such debt is settled. The deadline for activating the SIM cards (i.e. beginning the service provision) shall be no later than within 15 days of the delivery of the cards. If Vodafone is not obligated to fulfil the Medium and Large enterprise Subscriber's order, the order will become null and void after 60 days.
- 2.3.1.2.4. Ordering new services for the SIM cards operated in the Medium and Large Enterprise Subscriber's subscription is not subject to this Section 2, such new services may be ordered by using the secret Client security code provided to the Medium and Large Enterprise Subscriber in confidence. The Medium and Large Enterprise Subscriber shall immediately notify the Service Provider if the identifiers are lost or acquired by unauthorized persons, and request their modification. The Service Provider disclaims all liability whatsoever for the damage suffered by the Subscriber as the result of the unauthorized use, loss or acquisition of the identifiers

by unauthorized persons, or by the delay or failure to provide notice of the above events, as well as for the damage resulting from the failure to provide immediate notice of the change of the persons designated by the Subscriber in the Subscription Contract.

2.3.1.2.5. The Subscriber acknowledges that the Service Provider is entitled to demand advance payment or bank guarantee to ensure the services prior to the conclusion of the Specific Subscription Contract and during its force at any time.

2.3.1.2.6. The Parties agree that the Specific Subscription Contract will take effect with regard to the individual mobile call numbers as follows:

- i. In case of exclusively non-ported mobile call numbers: If the Specific Subscription Contract is concluded with regard to SIM cards assigned to non-ported mobile call numbers, which are listed in the Annex to the Specific Subscription Contract and exclusively have 70 network identification code, then the Specific Subscription Contract will enter into force in accordance with the following: The Parties agree that the Specific Subscription Contract shall take effect when the representatives of the Subscriber and the Service Provider entitled to sign for their companies and in possession of valid authorizations sign the Specific Subscription Contract, or sign the same electronically. If the Parties do not sign contemporaneously, then the effective date of the contract shall be the date of the later signature or electronic signature.

2.3.1.3. The Service Provider operates a self-service customer service, which allows the Subscriber to order and cancel certain services on the Service Provider's website (Online Customer Service menu), on the WAP page, in the automated menu system of the call centre, or by sending an SMS message. Information about the operation of the Online Customer Service and the list of orderable services are available at the Service Provider's points of sale, the customer service centre and on the [www.vodafone.hu](http://www.vodafone.hu) website.

2.3.1.4. In order to administer business through the Customer Service (by phone, in writing, personally or through the Online Customer Service) the Service Provider may request the Client security code (4-6 digits, Arabic numbers), which is necessary for the identification of the Subscriber and was provided by the Subscriber, as well as any other data or information provided by the Subscriber in the Subscription Contract. The Service Provider may also request the Subscriber to give his or her other telephone number pertaining to the same customer number or any other telephone number where he or she can be called back immediately. 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.

2.3.1.5. Post-paid Subscriber service

#### **Post-paid Subscriber**

The Post-paid Subscriber is the Subscriber who pays the service fees, based on the actual use of the service on a monthly basis, or in certain cases more frequently (see Section 7.1.2.7.), in arrears, pursuant to the Service Provider's bill.

#### **Individual Value Limit**

The Service Provider establishes an amount for each Subscriber individually and reviewed regularly (hereinafter: Individual Limit). The Individual Limit is calculated in the same way for the mobile radiophone, wireless Internet and the fixed Internet access service. The Individual Limit is divided in 30%-70% ratio to mobile purchase value limit (hereinafter: MCOM Value Limit) and to other telecommunications value limit (hereinafter: Telco Value Limit); Parties may mutually agree to deviate from this ratio in the Specific Subscription Contract. The provisions pertaining to the Individual Limit constitute the basis of the limitation referred to in Section 137 (1) d) of the Electronic Communications Act in compliance with Section 5.2.2.4. of the GTC. When the MCOM Value Limit and/or Telco Value Limit is reached, Service Provider sends free notification as follows: upon reaching 80% of the Individual Value Limit, SMS notification and then, after exceeding the Individual Value Limit the Service Provider will send an SMS message or call the contact person designated by the Subscriber.

**The Individual Value Limit is calculated as follows:**

The individual value limit is defined from the term of the existence of the Contract of the Postpaid Subscriber and the number of similar cards belonging to one Bill Payer, according to the following process (unless the parties depart from this by mutual agreement in the Individual Subscription Contract):

0-6 months	for 1 to 10 SIMs it is HUF 20000 net, above 10 SIMs HUF 2000/SIM net
7-12 months	for 1 to 8 SIMs it is HUF 24000 net, above 8 SIMs HUF 3000/SIM net
13-24 months	for 1 to 5 SIMs it is HUF 28000 net, above 5 SIMs HUF 5000/SIM net
25-36 months	for 1 to 3 SIMs it is HUF 32000 net, above 3 SIMs HUF 10000/SIM net
above 37 months	for 1 to 2 SIMs it is HUF 40000 net, above 2 SIMs HUF 15000/SIM net

The above value limit calculation is meant to be made per Account payer.

The Service Provider provides information on the Individual Value Limit applicable to the given Subscriber on the 1270 customer service number at the request of the concerned Subscriber.

Subject to the conditions indicated below, Service Provider shall restrict the mobile purchase service of Subscriber once the MCOM Value Limit has been reached or the Service to the Subscriber if the Telco Value Limit has been exceeded in each case; and issues an interim bill to the Subscriber within one day with a payment deadline of 15 calendar days:

- a, at the time of the restriction the Subscriber has two or more unpaid invoices with expired payment deadline,
- b, the sum of the expired and unpaid invoice(s) of the Subscriber with an expired payment deadline is higher than the Individual Value Limit at the time of the restriction,
- c, the Subscriber does not have any paid invoices at the time of the restriction,
- d, the subscriber generated traffic exceeding the individual value limit within 24 hours.

If the conditions indicated above are not met after the MCOM Value Limit and/or Telco Value Limit has been reached, Service Provider issues an interim invoice to the Subscriber with a payment deadline of 5 working days and with potential 20% traffic increment without restricting the service. If the Subscriber fails to pay the interim bill within the deadline or increases the used traffic further, by more than 20% before the payment of the bill, the MCOM service will be restricted owing to the exceeded MCOM Value Limit, and the subscription will be restricted due to the exceeded Telco Value Limit.

The Subscriber may pay the mid-month invoice on any ATM or OTP, on the WEB, in the Lapker chain store, by bank transfer, by check (if he does not have an e-invoice service), or personally in our stores. The mid-month invoice cannot be paid by direct debit.

**Using the MCOM Value Limit and the Telco Value Limit**

The Service Provider considers the MCOM Value Limit and/or the Telco Value Limit reached if the final amount of the bill issued to the Post-paid Subscriber in the given Period and the gross value of the unbilled traffic, which is subject to fee payment and was initiated by the Subscriber in the given Period, reach the MCOM Value Limit and/or the Telco Value Limit.

The Subscriber may not refuse paying the fee of the traffic exceeding the MCOM Value Limit and/or the Telco Value Limit by claiming that the Service Provider does not restrict the service, because the fees of certain services (e.g. roaming) do not appear in the billing system at the time of using the service.

The Service Provider shall continuously provide the full range of services, provided that the Subscriber settles all bills issued in the Period by the applicable deadline. In this case, a new Period will begin from the first day of the commenced billing period (prior to the expiry of the Period in progress).

### **Account payer**

Account payer means the natural or legal persons or unincorporated business associations, sole proprietors and other organizations who/which are obligated to pay the Service fee against the relevant invoice. The Account payer bears joint and several liability with the Subscriber for performing the obligations specified in the Subscription Contract. If the Subscriber and the Account Payer of the Subscription Contract are separate entities, then the definition of Subscriber shall also include the Account payer.

### **Monthly subscription fee (Monthly fee)**

The fee payable by a Postpaid Subscriber in advance for the availability of the Service. If the monthly subscription fee includes airtime minutes, content or data volume, as well, considering that the airtime minutes, content or data volume is available to the Subscriber for use as early as the start of the billing cycle, the monthly subscription fee may not be prorated.

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

##### **2.3.2.1. Time constraints of the Service**

The Service Provider provides the Service to the Subscriber on a continuous basis from the date specified in the Subscription Contract, in exchange for fulfilling the Subscriber's payment obligation.

The Service Provider reserves the right to interrupt calls initiated and received in its own network and the network of foreign roaming partners (including data traffic calls as well) after 120 minutes.

##### **2.3.2.2. Geographical constraints of the Service**

The Service Provider exclusively provides Mobile radiophone service in Hungary, in its coverage area, as amended from time to time. At the request of the Subscriber, the Service Provider informs the Subscriber of the extent of coverage simultaneously with the conclusion of the Subscription Contract.

At the request of the Subscriber, the Service Provider informs the Subscriber of the extent of its mobile phone network by presenting coverage maps that can be accessed in the customer service centres and on Service Provider's website. The data are for information purposes only, and deviations from the provided data may occur (due to the features of the mobile radiophone service - in particular the effect of buildings and operating inside of buildings - and the scale of the maps, etc.) which are not consequences of the quality of the mobile phone service, and for which the Service Provider cannot undertake liability.

In view of the operating characteristics of the GSM radiophone system and the mobile radiophone network, the fact that the basic service is limited or unavailable (including the event that the Service Provider eliminates certain base stations) provides no grounds for claiming defective performance.

The Service Provider provides stationary Internet access service in the territory of Hungary. The Service Provider determines the geographic areas depending on the technical facilities and is entitled to freely change their range.

The electronic communications networks necessary for using the stationary Internet access service are ensured up to the stationary Internet subscriber's access point by another electronic communications provider, based on the Subscriber's or Service Provider's order. The Service Provider provides the stationary Internet access service pursuant to the wholesale agreement concluded with its telecommunication partners on marketing the "Wholesale High-speed Internet Access" service of Magyar Telekom Nyrt on the basis of Invitel Távközlési Zrt.'s wholesale agreement titled "Network agreement for the wholesale of nationwide broadband bit-stream access service".

The Service Provider provides its stationary Internet access service exclusively in the universal service area of Magyar Telekom Nyrt. and Invitel Zrt.

#### 2.3.2.3. Material and other constraints of the service

The Service Provider may refuse concluding the Subscription Contract or may condition it on 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 personal use, and the Service is intended to be used personally by the Subscribers.

The Subscriber may not use the Service for the provision of network services. Providing network services by the Subscriber is a violation of the requirement of 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.

If the Subscriber has multiple Subscriber (SIM) Cards (and/or is designated as Account Payer in the Subscription Contract) and breaches the conditions of any Subscription Contract, the Service Provider shall be entitled to extend the imposed sanctions to all Services usable by any of the Subscriber (SIM) Cards or to all Services subscribed for by and available to the Subscriber with immediate effect.

If a fixed-line phone service is already operating at the place of installation, stationary Internet access service may only be ordered for a phone line that operates without any restrictions. If an unrestricted line is not available for reasons arising in the Subscriber's scope of interest, then only the part of the Subscription Contract that is related to ADSL service shall be terminated by relying on the reason that arises in the Subscriber's scope of interest. The contract is concluded on the condition that the phone line for which the ADSL service is ordered should be in the applicant's subscription, or that the subscriber of the line issue a written or electronic statement authorizing the applicant to order the ADSL Internet service for the given phone line, by completing the form introduced by the Service Provider for this purpose, which is available on the [www.vodafone.hu](http://www.vodafone.hu) site. If the owner of the place of installation and the Subscriber are different persons, a further precondition of creating the access point is that the real estate owner consent to creating the access point in a prior writing, which must be given by completing the form introduced by the Service Provider for this purpose and which is available on the [www.vodafone.hu](http://www.vodafone.hu) site.

If the Service Provider is not capable of installing the stationary Internet access service for technical reasons, or the order is not adequate for producing any legal effect, it shall notify the applicant immediately, but no later than within 15 days. If the applicant requests the installation of the ADSL at a location where there was no ADSL service previously operating on the territory of the Service Providers telecommunication partners, Magyar Telekom Nyrt. or Invitel Zrt., he acknowledges that in certain cases the Service Provider can only make a statement on installing the stationary Internet access service on the basis of an on-site inspection.

Ordering stationary Internet access service for already existing stationary phone subscriptions, in addition to the stationary phone line, also requires a valid phone subscription at a public provider of stationary electronic communications services, which is the basis of the stationary phone subscriber service, and accordingly the phone prescription ADSL service shares the fate of the of phone prescription in all regards, even if the subscribers of the stationary Internet access service and the stationary phone service are different persons.

The Subscriber acknowledges that if the stationary phone service is terminated or relocated at a given place of installation, regardless of whose conduct was the reason thereof and at which service provider was the termination or relocation of the stationary phone initiated, the stationary phone service will also be terminated as of the day of the termination or relocation, and the occurrence of this condition subsequent will be interpreted to the detriment of Subscriber, with particular regard to reclaiming the benefits provided by the Service Provider and the definite period undertaken by the Subscriber.

If any subscriptions of the Subscriber concluded for any electronic communications service has been terminated by the Service Providers telecommunication partners, Magyar Telekom Nyrt. or Invitel Zrt. for failing to pay the relevant fee, stationary Internet access service shall not be provided until settling the outstanding fees.

If the terminal point cannot be established for reasons attributable to the Subscriber, in particular because the Subscriber has outstanding debt payable to Magyar Telekom Nyrt., Invitel Zrt. or the Service Providers telecommunication partners related to ADSL service provided previously on the stationary telecommunication network, or fixed-line phone service received thereon which is due at the time of concluding the contract, Vodafone shall become entitled to terminate the Subscription Contract in regards to the ADSL service. If the Subscriber's Subscription Contract is terminated for any reason, the ADSL service shall also cease. If only the Subscriber's ADSL service is terminated, the same legal consequences shall apply in respect of the ADSL service as the legal consequences applicable to the termination of the subscription relationship for reasons within the Subscriber's sphere of interest. The remaining parts of the Subscription Contract shall remain valid and effective with unchanged content.

The stationary Internet access service is deemed as put into operation from the time when the Service Provider has made the ADSL service available and when the technical conditions of using the stationary internet access service have been met.

For a geographical address where no ADSL has been operated previously on the service area of Magyar Telekom Nyrt. or Invitel Zrt., ADSL shall be available from the Service Provider only for clients who already have at least 1 (one) ADSL service billed by the Service Provider for another geographical address, which shall be considered by the Service Provider according to the rules applicable to requests for the use of stationary Internet service. In the latter case, only such ADSL service can be ordered from the Service Provider that operates as ADSL service without phone line, in other words, no subscription for fixed-line phone service payable to a third-party, fixed-line network provider is connected to the ADSL service at the terminal point in question.

At a geographical address where the requesting party, at the time of the request, has a live ADSL subscription on the service area of Magyar Telekom Nyrt. or Invitel Zrt., Vodafone's ADSL service shall be available by changing the ADSL provider. After changing the ADSL service provider, the Service Provider will convert the Subscriber's ADSL service to an ADSL service without a phone line. The Subscriber may order that the phone number of the phone line associated with the ADSL be ported to Service Provider as part of the Fixed-line phone service.

At a geographical address where the requesting party has previously had an ADSL subscription on the service area of Magyar Telekom Nyrt. or Invitel Zrt., Vodafone's ADSL service shall be available through a new installation.

#### Technical conditions of using stationary Internet access service

- As a material condition of using the Service, the Subscriber must have proper Subscriber access point and adequate terminate device.
- The Service Provider or other electronic communications providers in contractual relationship with the Service Provider have the appropriate equipment (access points) with which they connect to the terminal equipment of the electronic communications networks, with the necessary servers and routers, as well as with the appropriate channels connecting to the domestic and international networks, securing the Subscriber's IP (Internet Protocol) traffic. The communications channel is part of the service.



- The communications channels on the Subscriber's side (ADSL) are always provided by an electronic communications provider at the order of Service Provider or the Subscriber.
- The Service Provider may use the services of other providers in order to secure the electronic communications channels reaching the Subscriber.
- Using stationary Internet access service connected to already existing stationary phone subscription (in addition to hardware and software requirements) requires a stationary phone line, which therefore is the basis of the ADSL service. The Internet provider is not responsible for providing the stationary phone line. This service is only available in case of stationary phone lines that support two-way electronic communications traffic. Due to the nature of the service the maximum available download/upload speed can vary.
- In case of a service without stationary phone subscription, no valid phone subscription for stationary phone with a provider of electronic communications services is necessary, but the Subscriber must ensure access to the network of the electronic communications provider.
- A primary Subscriber access point means all physical connection points to which the terminal equipment used by the Subscriber may be directly connected, thereby enabling data transmission in the electronic communications network.
- In case of stationary Internet access, the Subscriber's computer is connected directly through an ADSL modem, or his computer network is connected by the introduction of a router through the ADSL modem, via the ADSL technology based interface of the local electronic communications provider or that of other providers. The ADSL modem has a 10/100Base T interface with a RJ45 connector.
- The Subscriber has to possess the appropriate technical equipment necessary to use the Service and the software and communications services required for connecting to the electronic communications network.
- The Subscriber must have a software package, which includes the user software necessary to use the stationary Internet network service. In addition to the above, the Subscriber needs to meet the software and hardware conditions required to operate PPPoE (PPP over Ethernet) client software.
- The Subscriber is responsible for procuring the terminal equipment necessary for the operation of the stationary Internet access service and for making the necessary settings. The Service Provider may provide professional assistance to the Subscriber for making the settings. The Service Provider undertakes the purchase of the terminal equipment and the on-site installation of the programs pursuant to a separate agreement. The Service Provider is entitled to employ performance agents (subcontractors) for developing the Service. By concluding the Subscription Contract, the Subscriber consents to Service Provider having transferred his data to the subcontractors in order to carry out the task.
- In regards to certain services the Service Provider allows the Subscriber to get Internet connection under considerably more favourable conditions, by virtue of the Subscriber not having to wait for the Service Provider's professionals to put the service in operation, rather upon ordering the service the Subscriber acquires the ownership of the separately ordered terminal equipment, which he can simply connect to the phone line. The Service Provider gives a detailed installation guide with the terminal equipment and thus as soon as the service is activated on the phone line the Subscriber is ready to use it ("install yourself design").
- To get full use of certain Internet applications, a domain name needs to be delegated and registered for the Subscriber.

#### **2.4. Deadline for establishing subscriber access point or for connecting to network terminal point or network and for commencing the service**

Unless the parties otherwise agree, the Service Provider provides the Subscriber with a network access point necessary to use the Service in case of both mobile phone and stationary Internet access services within 15 days of concluding the Subscription Contract. The deviation stipulated in the parties' agreement, however, shall not exceed 90 days.

The mobile radiophone services that were ordered at the time of signing the Subscription Contract in addition to providing the access point will be activated within 15 days of the provision of the access point. In case of stationary Internet access service, the deadline of putting in operation is 15 days, unless otherwise agreed by the parties. The activation deadline of other services – if the request indicated at a time other than upon the conclusion of the Subscription Contract – is 15 days, except where the General Terms and Conditions expressly provide for otherwise. The activation deadline for other services associated with the mobile phone service – if the request was indicated at a different time than the conclusion of the Subscription Contract – is 48 hours, except where the General Terms and Conditions or the Parties expressly stipulate otherwise.

2.4.1. After submission of the request for the subscription service - if necessary and not performed simultaneously with the signing of the Subscription Contract - the service provider shall conduct its tests regarding the feasibility of the request immediately, but no later than within 15 days, and within this deadline, it shall make a statement and notify the user in a verifiable manner that it fulfils such request. In this case, the Service Provider shall start providing the Service within 15 days following the signing of the Subscription Contract or at a later time agreed by the parties in the Subscription Contract, but no later than 90 days following the signing of the Subscription Contract. Where it was not possible to start the rendering of the service at the time mentioned in the previous clause for reasons falling within the Subscriber's sphere of interest and - considering that the start of the rendering of the service at the time mentioned in the first clause was not possible for a reason within the Subscriber's sphere of interest - the parties do not agree on another date for starting the rendering of the Service which may not be later than 90 days following the signing of the Subscription Contract, the Subscription Contract shall be terminated on the 90<sup>th</sup> day following its conclusion.

## **2.5. Conditions of 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 the contrary has been agreed expressly by the Parties, at the signing of the Medium and Large Enterprise Subscribers' contract, an exact date for the expiry date of the fixed term shall not be specified in the Subscription Contract.

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

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

##### **3.1.1. Service**

##### **a.) Mobile radiophone service**

The subject matter of the contractual relationship between Subscriber and the Service Provider is providing mobile radiophone service in the frequency range specified in Section 2.1.1 of the Concession Agreement with DCS 1800 and GSM 900 and with the IMT-2000/UMTS system. The Mobile radiophone service is a publicly available phone service during which any Subscriber of this service who moves in extensive space may communicate by a call initiated from a mobile device (connected at the terminal point of the mobile phone network) with another network terminal point, which can be reached via a selection process defined in the HPNI (Hungarian National Plan for the Allocation of Identifiers). This service is used for voice transmission and related services and other services (such as data transmission services, short text messaging, WAP, GPRS-based services).

Within the framework of the GSM mobile phone service, basic services and supplementary services as defined in category E1 of the GSM Directive of the European Telecommunications Standards Institute (ETSI) and new services appearing in the ETSI-GSM recommendations may also be introduced. Two basic ranges of services are distinguished within the basic services: the teleservices and the bearer services.

##### **b.) Wireless (mobile) Internet service**

The Vodafone Internet Service allows Vodafone Subscribers to establish Internet connection on 4G/LTE, 3G/UMTS and/or GPRS/EGPRS phones or with the help of computers connected to such phone/modem/data card.

The Provider Service considers the service provided on 3G/UMTS and 4G/LTE network as broadband wireless Internet service. Outside of the 3G/UMTS and 4G/LTE coverage area, wireless Internet service is provided with the GPRS/EGPRS packet-switched technology. The coverage area of the wireless Internet service and within that of the broadband wireless Internet service, as well the current network coverage are displayed on the Service Provider's website ([www.vodafone.hu](http://www.vodafone.hu)).

If the Subscriber has a device or another electronic communications terminal which supports 3G/UMTS (hereinafter: "device"), he may use the services on the Service Provider's 3G/UMTS network in the 3G/UMTS coverage areas. The fees of these services correspond to the charges listed in the List of Rates according to the Subscriber's tariff package, regardless whether Service Provided made these available on its 3G/UMTS network.

If the Subscriber has a device or another electronic communications terminal which supports 4G/LTE (hereinafter: "device"), he may use the services on the Service Provider's 4G/LTE network in the 4G/LTE coverage areas. The fees of these services correspond to the charges listed in the List of Rates according to the Subscriber's tariff package, regardless whether Service Provided made these available on its 4G/LTE network.

The wireless Internet service becomes part of the subscriber service by connecting to the system.

Subscribers may request information about their data traffic volume by calling phone number 1751, or sending an SMS message to phone number 1751.

In case of the "Üzleti" divisible ZsebNet service available for Vodafone Business Subscribers, which is defined in the "List of Rates" Annex to the General Terms and Conditions of Business (hereinafter referred to as General Terms and Conditions), data traffic information is only available on the 1270 customer service number.

Broadband wireless Internet service can only be used in the network of foreign providers if the foreign partner provider has a network which is capable of providing 3G/UMTS or 4G/LTE services, and signed an international roaming agreement with the Service Provider that covers 3G/UMTS or 4G/LTE services. The list of partner providers providing 3G/UMTS and 4G/LTE roaming is available on Vodafone's website.

The Service Provider provides its 3G service in compliance with the ETSI/3GPP IMT-2000/UMTS standard.

The Service Provider provides its 4G/LTE service in compliance with the ETSI/3GPP LTE standard.

Starting from 23 November 2015, Vodafone Hungary provides 4G access to all of its clients who have devices that support this access technology.

#### Tariff-related general information:

##### *Monthly plan (post-paid) mobile Internet service:*

The monthly plan (or post-paid) mobile Internet service is a service which requires the Subscriber to sign a Subscription Contract and assume the payment of the monthly subscription fee, and occasionally it may require the client to sign a fixed-term contract with the Service Provider.

The monthly plan Internet service can be used with Internet devices (USB modem, Tablet, Netbook, Internet-sharing device) and the appropriate SIM card. The Internet device can be purchased for a one-time fee and may only be used with Vodafone SIM cards.

Information on the rates of the monthly plan Internet service is available in the "List of Rates" Annex to the General Terms and Conditions.

##### *Mobile web service (MobilWeb):*

The mobile web option can be activated for already existing voice-based tariffs and certain data options are available under definite and indefinite-term contracts. The data volume included in the options can only be used domestically.

The option used by concluding a contract for indefinite term is a service where the customer does not commit to a fixed period toward the Service Provider. This service is offered to customers with voice-based subscription (post-paid subscription).

Some MobilWeb services are also available under fixed term contracts, where we offer favourable rates.

For certain devices the device settings necessary for using the service must be made by the Subscriber. The Service Provider ensures the operation of the service through WAP and Internet APN protocols operated in its network.

The current prices of the mobile Internet service are listed in the "List of Rates" Annex to the General Terms and Conditions.

#### **c.) Stationary Internet access service**

The fundamental purpose of using stationary Internet access is to establish a connection between the subscriber's terminal equipment and the central server equipment through different electronic communications networks, and to enable protocol-based data transmission made possible by the services during the time of the connection, i.e. to transmit data, signals, images, or sound to a given address within the Internet network.

The Service Provider creates the service access point, which is an interface of the central servers of the Service Provider or other electronic communications providers contracted with the Service Provider and provides the Subscribers with the necessary identification codes and passwords that enable the Subscribers' terminal equipment to connect to the Internet via an electronic communications network.

The Service Provider or other electronic communications providers contracted with the Service Provider operate data network centres equipped with computers, data transmission devices and electronic communications networks with proper certifications of conformity which are necessary for providing the service.

The service is not electronic communications network specific, the Service Provider enables the Subscribers' terminal devices to connect to the Internet network through different electronic communications networks chosen by the Subscriber and by applying various technological solutions (GPRS or ADSL connection).

The Service Provider provides the stationary Internet access service pursuant to the wholesale agreement concluded with its telecommunication partners on marketing the "Wholesale High-speed Internet Access" service of Magyar Telekom Nyrt on the basis of Invitel Távközlési Zrt.'s wholesale agreement titled "Network agreement for the wholesale of nationwide broadband bit-stream access service".

#### **d.) Other services**

The Service Provider also provides Subscribers with other services related to mobile radiophone 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.

##### **3.1.2. Description of services**

In accordance with the actual provisions of the Subscription Contract, Service Provider offers the option of purchasing the following services. The availability and the method of using the services may depend on the type of the Subscriber's device and the tariff package selected by the Subscriber.

###### **3.1.2.1. Call barring**

The Subscriber may limit calls made from and received on his SIM card by using the Call barring service package. Within this service package the Subscriber can request barring any of the voice, SMS, fax, or data channels (together with any other channel). The service package is available for the fee set out in Section 3.1 of the "List of Rates" Annex to the General Terms and Conditions.

In accordance with Decree no. 3/2011. (IX. 26.) of the chairman of the National Media and Infocommunications Authority, call barring is provided to Subscribers free of charge.

The service can be ordered at the Service Provider's customer service centres and website.

###### **3.1.2.2. Voice mail**

The Subscriber can opt to have a voice mailbox where – depending on the call status (e.g. the device is turned off, busy etc.) – voice messages can be left for the Subscriber. Before the Voice mail is turned on the caller hears a tone signal for a period of 1 (one) second. During this period and the following pause of 5 (five) seconds, the call may be interrupted free of charge if the caller does not want to leave a message. The Subscriber can listen to his voice messages from the Service Provider's domestic network and during international roaming (from the foreign networks where Global Numbers service is available) by using Global Numbers service without a password and from other networks after having being identified by providing the password.

The Subscriber may select the following Voice mail services:

1. Basic Voice mail
2. Professional Voice mail
3. Professional Voice and Fax Mail – From 1 July 2015, the Professional Voice and Fax Mail service is commercially not available. New Subscription Contracts cannot be concluded for the service from the above date. This change does not affect the currently valid individual Subscription Contracts for the service, Vodafone continues to provide the existing service to the Subscriber on unaltered terms.

The Basic Voice mail service is offered free of charge. The Professional Voice mail and the Professional Voice and Fax mail services are available for Post-paid Subscribers for the monthly fee set forth in Annex 1 of the General Terms and Conditions.

In case of using the Basic Voice mail service the Service Provider keeps the voice mail messages for 7 (seven) days and deletes those subsequently. This period applies to both new and already played messages.

In case of using the Professional Voice mail and the Professional Voice and Fax mail services the Service Provider keeps the voice mail messages for 14 (fourteen) days and deletes those subsequently. This period applies to both new and already played messages.

The Call-back from Voice mail service is available for all Subscribers using the Voice mail service.

By using the Call-back from Voice mail service, the recipient of the message can recall the number from which the message was left during or after listening to the message without leaving the Voice mail by pressing 0. Those numbers can be called back where the technical conditions necessary to identify numbers have been met at the party leaving the message and where the Caller ID Display service is activated (i.e. the party leaving the message has not barred the display of his call number).

Provided that the above conditions are met, the Call-back from Voice mail service may be used from the Subscriber's own device (SIM card) for calling back other domestic fixed line and mobile numbers within Service Provider's network. International call numbers cannot be called back this way even if the number is otherwise identified.

When using the Call-back from Voice mail service, in addition to the per-minute charges depending on the tariff package and the time of day, the standard per-minute charge of calling the Voice mail must be paid. In case of using the Wireless Office 2 option, the favourable per-minute charge of the option does not apply. Information on the applicable fees is available in the "List of Rates" Annex to the General Terms and Conditions.

The Service Provider bills the Call-back from Voice mail service combined with the Voice call service, as Voice Call Service, and traffic data and the rates of the two services are not indicated separately only in the Itemized Call Statement.

In addition to the services of the Basic Voice mail, Subscribers with the Professional Voice mail and the Professional Voice and Fax mail services are provided with the following extra services:

### **Call notification**

The Voice mail sends system message of the received voice messages by directly calling the number provided by the Subscriber. In addition to Subscriber's own phone number, other mobile and fixed line numbers can be provided as Notification call number.

The call notification qualifies as a call made from a mobile number belonging to the given tariff package, and it is accounted (depending on the time of the day and the call direction) according to Section 3.1 of the "List of Rates" Annex to the General Terms and Conditions.

### **Messaging from Voice mail**

Messages can be directly sent from the Voice mail to other Vodafone Mailboxes, or other Vodafone fixed-line or mobile phone numbers.

Within the Service Provider's Voice mail system messages are sent free of charge domestically and to other phone numbers by applying the current in-network and out-of-network per-minute charges set forth in Section 3.1 of the "List of Rates" Annex to the General Terms and Conditions.

### **Reply to Voice mail message**

Messages arriving from Vodafone Mailboxes can be replied directly. Messages sent from other phone numbers can be responded to by providing the number.



Within the Vodafone Voice mail system replies are sent free of charge, and to other phone numbers by applying the current in-network and out-of-network per-minute charges set forth in Section 3.1 of the "List of Rates" Annex to the General Terms and Conditions.

### **Voice mail message forwarding**

Within the Vodafone Voice mail system messages can be forwarded free of charge, and to other phone numbers by applying the current in-network and out-of-network SMS fees set out in Section 3.1 of the "List of Rates" Annex to the General Terms and Conditions.

Supplementary service available only for Subscribers using Professional Voice and Fax mail:

### **Fax forwarding**

Fax messages received in the Fax mailbox may be forwarded to machines which can print faxes. The cost of forwarding faxes equals to the per-minute voice traffic charges specified in Section 3.1 of the "List of Rates" Annex to the General Terms and Conditions.

The use of the above services is limited to domestic phone numbers.

The Basic Voice mail service may not be cancelled within 8 (eight) days of ordering the service. If the Subscriber indicates his intent to cancel during the 8 (eight) day period after ordering the service, the Service Provider shall comply with the cancellation request within 8 (eight) days of indicating the cancellation demand.

#### **3.1.2.3. Call diversion**

The Subscriber may specify the other domestic or international (mobile or fixed-line) phone number where his incoming calls should be diverted to depending on the traffic status (e.g. device is turned off, busy etc.). The diverted calls will be billed in accordance with Section 3.1 of the "List of Rates" Annex to the General Terms and Conditions. During international roaming the service of call diversion to international number is not available.

#### **3.1.2.4. Call waiting**

If the Subscriber receives a new call during an existing call connection, then the caller does not hear a busy signal, but the ringing of the phone, while Subscriber is warned by an acoustic signal of the new incoming call.

#### **3.1.2.5. Call holding**

The Subscriber can make a new call during an existing call connection -without interrupting the call- while placing the original call "on hold".

#### **3.1.2.6. Conference call**

More than two subscribers - a maximum of 6 (six) including the caller- can participate in the call and they hear each other simultaneously.

#### **3.1.2.7. Videophone service**

The videophone service can be used under the following conditions:

- only other mobile phones can be called from a mobile phone by videophone call;
- videophone conversations may only be conducted in 3G/UMTS service areas with devices that support the service;
- both the caller and the called party need to have activated videophone service on their SIM cards.

If during the video call the caller or the called party leaves the 3G/UMTS service area, the video call is interrupted and is not continued as a voice call either. During the video call the Subscriber has the option to continue the call as voice call at any time or to bar the outgoing picture by properly changing the settings of the device supporting the service. The call, however, is deemed to be a video call in the latter case as well and it is charged accordingly.

The videophone service is available with the following supplementary services:

- Call barring
- Call waiting
- Caller ID display
- Disable Caller ID display
- Call diversion

Videophone calls are diverted independently of diverting voice calls, but result in diverting data calls. In the case of videophone calls the Service Provider guarantees the operation of the Call diversion service only if all of the stipulated conditions are met during the diversion.

The videophone service will be automatically activated for each subscriptions belonging to SIM cards, where traffic is conducted for the first time on the Service Provider's 3G/UMTS network. The service can be cancelled or ordered via SMS, the Online customer service, WAP order and at Service Provider's call centre.

3.1.2.8. Reserved for editing purposes

3.1.2.9. SMS (short message) Service

The SMS service enables the Subscriber to send short (up to 160 alphanumeric characters) text messages from his mobile phone or other technical equipment capable of sending SMS to mobile phones or other technical equipment enabled to receive SMS. The recipients of the SMS can be mobile phone users, whose service providers provide the SMS service and have an agreement with the Service Provider on providing SMS service. In the course of using International roaming service, the SMS service functions if the provider operating in the roaming area provides SMS service.

The Service Provider automatically activates the feature of receiving SMS when the Subscriber connects to the system. The number of characters in the SMS and the method of reading the SMS vary depending on the type of the used device.

By providing the SMS service, the Service Provider agrees to endeavour sending the SMS message to the recipient as soon as possible. If the recipient's phone is not turned on or if he is outside of the Service area, then the Service Provider's SMS centre saves the message for the purpose of re-delivery. The maximum storage time is 15 (fifteen) days from the date of the first attempt at sending. After successful delivery or if delivery fails at multiple times, the SMS is automatically deleted from the system after 15 (fifteen) days following the first attempt.

The Service Provider is not responsible for the delivery of the sent SMS, if:

- the recipient has a mobile phone which does not support the SMS service;
- the recipient diverted his SMS messages or calls;
- the recipient does not know how to read the SMS;
- the memory of the recipient's device is full and therefore the device is not able to receive new SMS messages;
- the device of the recipient receives the message, but the recipient does not read it, or delete it from the device without reading;
- the recipient does not turn on the handset during the storage time and at the end of the period the message is automatically deleted from the Service Provider's SMS centre;
- the recipient barred the SMS receipt function;
- the sender failed to provide the recipient's phone number in the international format, or
- the SMS was sent to a non-existent address;
- the recipient does not stay in the Service Provider's current coverage area.

When an SMS is sent the sending Subscriber's phone number always appears on the receiving Subscriber's phone together with the sent message, notwithstanding the provisions of the "List of Rates" Annex to the General Terms and Conditions. In the case of certain mobile phones, however, the caller ID of the sending party cannot be displayed.

The fees of SMS-s sent domestically are borne by the sending Subscriber in accordance with the "List of Rates" Annex to the General Terms and Conditions.

In the case of using the international roaming service, the Subscriber will pay for using the SMS service the charges determined for the international roaming service in the "List of Rates" Annex to the General Terms and Conditions.

In the case of both domestic and foreign use (international roaming) of the service, Subscriber shall pay the applicable fee when sending SMS, regardless of the delivery status, e.g. whether the recipient receives the message within its validity period or whether the message cannot be delivered within the validity period due to the unavailability of the recipient, and regardless of the information displayed on the phone's screen. Any deviation from this rule is only permitted in the case of special SMS services, where such deviation is expressly allowed by the Service Provider in the "List of Rates" Annex to the General Terms and Conditions.

The Service Provider exclusively provides the SMS service to the Subscriber by using its own SMS sending centre. The Subscriber is prohibited from using other SMS centres and such use qualifies as improper service use. The Service Provider disclaims all responsibility for the delivery of SMS messages launched through other SMS centres.

### 3.1.2.10.MMS service

With the MMS service the Service Provider allows the Subscribers to send and receive messages containing a picture, video (motion picture), applications, voice and written text by properly using mobile phones or other suitable technical equipment which support the service. (The detailed description of the MMS message types that are supported by Service Provider is available on the [www.vodafone.hu](http://www.vodafone.hu) website).

The MMS service becomes part of the subscriber service by connecting to the system.

The method of sending and receiving (downloading, reading) MMS messages may vary according to the type of the used device. The maximum size and type of the MMS that can be sent and received may be further limited by the relevant parameters of the mobile phone device or other technical equipment; its type (picture, video (motion picture), application, voice, text) can also depend on the relevant technical parameters of the mobile phone or other technical equipment.

MMS messages can also be sent to valid electronic mail (email) addresses. In this case the recipient of the MMS messages does not have to be a Subscriber with activated MMS Service.

MMS messages sent to numbers belonging to the mobile phone network – provided that the recipient's MMS message is active, his device support receiving MMS messages and stays in the Service Provider's network area - shall be automatically downloaded by the device. The Service Provider agrees to try to deliver the received MMS message as soon as possible.

In the event that the Subscriber's device does not support receiving MMS messages, the Service Provider will send to the recipient via SMS the information necessary for a single access of the MMS on the Internet. The Service Provider agrees to try to deliver to the recipient the SMS received relevant to the MMS message as soon as possible in accordance with the terms included in the description of the SMS Service.

The Service Provider shall transmit the MMS sent to an electronic mailing address to the recipient as soon as possible.

The Service Provider keeps the MMS messages sent to phone numbers belonging to the Service Provider's own mobile phone network for a maximum of 15 days, provided that the recipient Subscriber has not received the message and the sender has not had other settings.

The Service Provider is not responsible for the delivery of the sent MMS, if:

- the recipient has a mobile phone or other technical device which does not support receiving MMS messages, or if the MMS Service is not activated at the recipient;

- the recipient does not know how to receive MMS (downloading, reading);
- the memory of recipient's mobile phone or other technical device is full and therefore the device or equipment is not able to receive new MMS messages;
- the recipient's mobile phone or technical device receives the SMS relevant to the receipt of the MMS, but the recipient's device does not download the MMS or the Subscriber does not read any of the messages, or delete it without reading;
- the recipient does not turn on the mobile phone or other technical device during the storage period, or stays outside of the Service area and at the end of the period the message is automatically deleted from the Service Provider's MMS centre;
- the recipient has Incoming Call Barring relevant to the SMS service and therefore does not reactive the SMS on the receipt of the MMS, and due to this the recipient does not download the MMS message during the storage period;
- the sender has failed to provide the recipient's phone number or email address in the proper format;
- the MMS was sent to a non-existent call number or email address;
- the recipient does not stay in the Service Provider's current coverage area;
- the delivery of the message is prevented by any other reasons arising in the sender or recipient Subscriber's scope of interests.

When an MMS is sent the sending Subscriber's phone number always appears on the receiving Subscriber's mobile phone or other technical device capable of receiving MMS, together with the sent message, notwithstanding the provisions on Caller ID display and on Barring Caller ID Display of the General Terms and Conditions.

Service Provider bears no liability whatsoever for the content of the transmitted MMS message or its change or modification by the Subscriber or third parties. The Service Provider's responsibility extends to its own activity only.

#### *MMS Roaming*

The Vodafone MMS Roaming service permits customers with valid International Roaming service to use their existing MMS service not only in Hungary, but abroad as well, in networks where GPRS Roaming service is being operated.

The MMS service is used from Vodafone's foreign partner networks the same way as customary in the Service Provider's own network and roaming customers do not have to make any changes in their regular phone usage.

The Service Provider reserves the right to suspend, limit or terminate the provision of the MMS service in accordance with chapters 5. and 12. of these General Terms and Conditions.

The fees of the MMS service are included in the "List of Rates" Annex to the General Terms and Conditions.

#### *International MMS*

MMS can be sent to all foreign networks, but the Service Provider and its Contractual Partners only deliver the message to the device of the recipient if the recipient's MMS service is active, his device supports receiving MMS messages and he stays in specific foreign network areas, the detailed list of which is available on the [www.vodafone.hu](http://www.vodafone.hu) website. In other cases, the contractual partner of the Service Provider or the service provider of the receiving party will send the recipient in SMS the information necessary for accessing the MMS via Internet at a single time.

The messages are stored on the server for a period guaranteed by the contractual partner of the Service Provider or the service provider of the recipient and then are deleted permanently.

3.1.2.11. Reserved for editing purposes

3.1.2.12. Reserved for editing purposes

3.1.2.13. Call notification service

With the help of the Call notification service the Service Provider allows the Subscriber to receive SMS notification of his missed calls, when the Subscriber's mobile phone device is not available at the time of the call attempt (for example the device is turned off or is located outside of the network coverage area). The Service

Provider only sends notification SMS if the caller has consented to having his phone number displayed. The notification SMS contains the time of the call and - if multiple attempts were made- the time of the last attempt and the number of call attempts. The number of the caller appears in Subscriber's SMS sender.

The Service Provider sends notification if the call was made within 48 hours prior to the expiry of the SMS's delivery period. The Service Provider sends notifications that contain a maximum of 20 different phone numbers. In the event that within 48 hours more than 20 different call attempts were made, where the caller has consented to having displayed his phone number, the Service Provider will send notification of the last 20 calls made by different callers.

If the number is busy the Service Provider will not send SMS notification.

The Service Provider only sends notification to Voice mail users under the above conditions, if the caller has not left a message, that is, if the caller interrupted the call before the beep.

The Service Provider sends SMS notification to the Subscribers with Voice mail service in the language of their Voice mail (Hungarian, English and German can be selected).

If the Voice mail service is active, the Subscriber's calls in the event of unavailability shall be diverted to phone number +36709090999 and if the Voice mail service is inactive, the Subscriber's calls, in the event of unavailability, shall be diverted to phone number +36709090998. Provided that the Subscriber has active Voice mail service, but temporarily does not want to use the voice mail "for non-availability", but wants to use the call notification service, then his calls shall be diverted to phone number +36709090998. These settings are made by the Service Provider when the service is activated. The Service Provider will not send SMS notifications of the calls that were received when the Subscriber had different settings.

The Service Provider activates and provides the Call notification service to all Subscribers free of charge. The service can be enabled and disabled free of charge by using Vodafone Order (at self-service customer service on number 1270, in SMS, on via the internet at the [www.vodafone.hu](http://www.vodafone.hu) address (Online customer service) and on WAP, at the [wap.vodafone.hu](http://wap.vodafone.hu) address) and through the Service Provider's telephone and personal customer service.

The Service Provider also sends notification SMS during international roaming, which are free of charge. The service parameters may vary from the above in the case of international roaming and the Service Provider disclaims liability for such deviations.

The Service can be successfully used on the condition that Subscriber's device supports the receipt of notification SMS and the display of the caller's number. The Service Provider disclaims liability for the Call notification service, if it is impossible to send SMS to the Subscriber's mobile phone for any reasons or if it cannot receive and display the sent SMS message. If the Subscriber bars his incoming calls, the Service Provider will not send a notification.

Information about the operation of the service is available at the Service Provider's points of sale, the customer service centres and at the [www.vodafone.hu](http://www.vodafone.hu) webpage.

#### 3.1.2.14. Vodamail (formerly Vodafone Mail) service

The Vodamail service is commercially unavailable as of 15 March 2014. New subscriptions cannot be concluded for the service from the above date. This change does not affect the currently valid individual subscriptions for the service.

The service may be used under the following conditions by Subscribers who subscribed for Vodafone Mail service before 26 July 2010, and for Új VodaMail service after the above date, and new Subscribers who signed up for VodaMail service between 16 February 2011 and 15 March 2014.

The service collects the Subscribers' electronic mail (email) messages and fax messages and displays those in the VodaMail Mailbox. The service allows the Subscribers to manage their messages in the Vodafone Mailbox

(save, delete) view their messages and send replies. The rates of the services are specified in the "List of Rates" Annex.

#### *Main service features:*

- High reliability and availability system operating on Microsoft Exchange 2010;
- Professional virus and spam filtering;
- Message management and access to own folders by applying Outlook WebApp (available at <https://www.vodamail.hu>);
- Advanced Settings, additional services via Control Panel interface (available at <https://cp.vodamail.hu>);
- Email storage: 1GB (which may be upgraded to 5GB for a monthly fee upon request);
- Sending and receiving Fax messages through the VodaMail mailbox (with a separate fax number, which is available free of charge);
- Personal contact list;
- Personal calendar;
- Personal task list;
- access to POP3/SMTP;
- IMAP access;
- Default email address: [name@vodamail.hu](mailto:name@vodamail.hu) and the option of using own subdomain or main domain ([name@ownsubdomain.vodamail.hu](mailto:name@ownsubdomain.vodamail.hu) and [name@owndomain.hu](mailto:name@owndomain.hu)). If the company's own domain name is used, it must be registered or the existing domain name must be diverted at the domain name service provider by the Subscriber's at his own expense.
- The [name@vodafone.hu](mailto:name@vodafone.hu) email addresses used before 16 February 2011 on the interface can be used on the new interface in the same form. On the new interface, however, email addresses may only be registered under the @vodamail.hu domain. ([name@vodamail.hu](mailto:name@vodamail.hu)).
- Downloading and managing the content of other external mailing systems (e.g. Gmail, Freemail) in the VodaMail mailbox;
- ActiveSync access is available for a separate monthly fee upon request;
- Constant access to mail, contacts, calendar, tasks functions or updating those at the specified intervals with compatible mobile devices (Windows Mobile, Android, iOS, Symbian);
- A maximum of 5 alias;
- Use of MAPI protocol with own software;
- Users with system admin rights can open further mailboxes under the principal mailbox and administer those fully through the control panel. The monthly fee of the further mailboxes created under the principal mailbox is billed to the mobile number belonging to the principal mailbox.

#### *The operation of the fax service*

##### *Sending fax messages:*

The Service Provider provides a fax number to the electronic mailbox if requested free of charge, the format of which corresponds to the format of the Subscriber's mobile number.

To create a new fax message, after logging into the electronic mailbox, the user has to enter the number of the receiving party in [faxnumber@fax.vodamail.hu](mailto:faxnumber@fax.vodamail.hu) format in the "to" field, where the "fax number" in the case of a domestic target number will be 06 + area code + fax number and in the case of an international target number 00 + country code + fax number. The following standard extension attachments can be attached to the fax email: doc, docx, xls, xlsx, txt, tiff, jpg, pdf (this fax format also applies to subscribers who use the [name@vodafone.hu](mailto:name@vodafone.hu) email address format).

The phone number appearing in the sent fax message will be the user's voice phone number, which, in the case of a system administrator, is the user name assigned to the mailbox and, in the case of a system user, the user name of the administrator of the given system. The sender's fax number appears on the cover page of the sent fax.

#### *Receiving fax messages:*

The incoming fax message appears in the user's mailbox as an email message, whereas the original fax message is an attachment to the email. The attached document is delivered in tiff or pdf format.

Emails containing fax messages are managed the same way as conventional emails.

The mailbox can be reached by properly using different technical equipment depending on the user surface e.g. mobile phone supporting the service, personal computer (with appropriate software) or other technical equipment (Customer Equipment). The operation and the parameters of the service may also be impacted by the technical parameters of the used Customer Equipment. The Service Provider only makes recommendations for the Customer Equipment, but the type of the actual device and its installation must be selected by the Subscriber. The Service Provider does not guarantee the proper functioning of the service on devices that were not recommended and tested by the Service Provider. Customers can receive detailed information on the recommendations made for Customer Equipment by visiting the Service Provider's website or calling the customer service centre.

When an email or fax message is sent, the phone number of the sending Subscriber will always appear at the receiving party together with the sent message. The provisions of the Section of the General Terms and Conditions on Caller ID Display and Barring Caller ID Display shall not apply to this service, in view of the fact that it is a non-voice application. If a web interface or PC client is used, any of the alternative email addresses can be provided as the sender of the email message (per message).

Service Provider bears no liability whatsoever for the content of the transmitted message or its change or modification by the Subscriber or third parties. The Service Provider's responsibility extends to its own activity only.

The Service Provider is not responsible for unauthorized third parties acquiring the secret password necessary for using this service, and thus third parties obtaining the Subscriber's personal correspondence.

The Service Provider is only entitled to learn the content of the communication transmitted by the Service Provider, or by using its network to the extent necessary for providing the service. The Service Provider only assumes responsibility for the safety of its own network traffic. During the use of the Service, other persons may gain access to the Subscriber's information transmitted via the Internet, or the Subscriber may receive emails containing viruses, for which the Service Provider disclaims all responsibility whatsoever.

Vodafone reserves the right to suspend, limit or terminate the provision of the service depending on the data or message traffic, or if the Subscriber uses the service so that it causes the partial or full interruption of the service provision, or substantially reduces or otherwise impair its efficiency, or is likely to cause the above events.

It can be indicated in the emails sent by the Vodafone Mail system that the email is transmitted by using this service.

The Vodafone Mail Service may be used if the Subscriber activates the Vodafone Mail Service.

The settings and data of the VodaMail service may be lost during number change, tariff switch or migration.

The Service is not responsible for the delivery of the sent fax or email, in particular, if:

- the recipient has a mobile phone or other technical device which does not support receiving such messages, or if the Vodafone Mail Service is not activated by the Subscriber;

- the recipient is not familiar with the method of receiving the various message types (downloading, reading);
- the memory of recipient's mobile phone or other technical device is full and therefore the device or equipment is not able to receive new messages;
- the Subscriber does not read a message, or deletes it from the device without reading it;
- the sender has failed to provide the recipient's phone number, fax number or email address in the proper format;
- the message was sent to a non-existent phone number or email address;
- the delivery of the message was prevented by any other reason arising in the sending or receiving Subscriber's scope of interest;
- the recipient does not stay in the Service Provider's current coverage area.

The VodaMail service is used from Vodafone's foreign partner networks – if the user interface necessary to use the service is provided with the proper technical parameters in the partner network - the same way as in Vodafone's own network and roaming customers do not have to make any changes in comparison with the regular use of their phones.

If the Subscriber does not use the service for 60 days on the access points (web based log-in interface, or access from mobile device) then the service will be automatically deleted from the system and the messages in the mailbox and the personal settings will be lost! Post-paid Subscribers can request the reactivation of the service at the customer service centre (which is not available to Pre-paid Subscribers).

### 3.1.2.15. Wireless Office 2 service package

#### *Availability of the service package*

The Wireless Office 2 service package is available in accordance with the Business Annex to the General Terms and Conditions for the selected plan. Vodafone can only offer this option uniformly for all SIM cards used by the Subscriber. All services included in the Wireless Office 2 service package can be used for the monthly fee of the Wireless Office 2 service package.

The fees of the Wireless Office 2 service package are included in the "List of Rates" Annex to the General Terms and Conditions as amended from time to time.

#### *Description of the service package*

##### *Intragroup calls*

The monthly fee of the service package includes the charges of the calls made by the Wireless Office 2 Subscribers (VPN-group members) between SIM cards belonging to the plan. The VPN members can also reach each other by dialling the four-digit, short phone numbers (extensions), the charges of which are also included in the monthly fee of the service package. Using the short phone numbers within the VPN-group does not change the operation of the Caller ID Display service, i.e. the mobile phone number of the caller will appear on the device of the called party (+36 .. ... . Text (SMS) or multimedia (MMS) messages cannot be sent to the short phone numbers. The fees of all other call direction and services are regulated by the tariffs of the General Terms and Conditions.

VPN group members staying abroad cannot use the short phone number function while roaming. The roaming VPN-member may only initiate calls in any direction by using the international phone number format (+36 ... .. ..). The roaming charges are specified in the Service Provider's roaming plan. The user can only be member of a single VPN group.

##### *Voice mail*

The Service Provider offers Wireless Office 2 Subscribers the Profi Voice mail service, which allows the Subscribers to receive SMS notifications of their delivered messages and to listen to their messages from any



phone. The fee of calling the Voice mail service is regulated by the tariffs set forth in the Agreement. When using the Call-back from the Voice mail service, the favourable rates of the Wireless Office 2 option do not apply.

#### *Call transfer*

The Wireless Office 2 Subscriber carrying out the Call forwarding can connect two ongoing calls so that the Subscriber himself leaves the conversation. The charge of the connected calls will be borne by the VPN group member, who connected the call but cannot further influence the length of the call (if at least one of the calls is directed out of the VPN group). In the case of Call forwarding, if the second call is inbound (from outside of the VPN group) then the so-called forwarding fee of the second call shall be borne by the Subscriber. The forwarding fee equals the traffic charge of the call made in the given direction. The fee of the call forwarding executed exclusively between members of the VPN- group is covered by the additional monthly fee. VPN group members staying abroad cannot use the call forwarding function while roaming.

During ongoing calls the Call holding and Call forwarding functions can be managed in the menu system of the device, or the following simple key combinations can be used as well:

- Call holding: 2 and then the Yes/Send/Call button,
- Call forwarding 4 and then the Yes/Send/Call button.

#### *Conference call*

The service facilitates basic level conference calls by connecting a maximum of 5 calls. The calls are billed depending on their direction and type (outgoing/incoming and within/outside of VPN-group) according to the basic rates determined in the General Terms and Conditions and the additional rates of the Wireless Office 2 service. The fee of the call forwarding executed exclusively between members of the VPN- group is covered by the additional monthly fee.

Calls can be managed by using the following simple key combinations:

- Call holding: 2 and then the Yes/Send/Call button,
- Conference call: 3 and then the Yes/Send/Call button.

#### *Corporate phonebook*

The service allows the Subscribers of the Wireless Office 2 group to form a phonebook. The phonebook may include the Subscriber's mobile phone number, short phone number, first and last name, email address and place of residence. Wireless Office 2 Subscribers can retrieve the data of the corporate phonebook via standard rate SMS (70 700 0300). Queries can be made based on phone number (9 digits, e.g. 701234567), short phone number (4 or 5 digits, e.g. 4567) or name (alphanumeric, e.g. kovács).

#### *Activation and modification*

For connecting new customers and cancelling the Service Package the Service Provider assumes to meet the deadline set forth in these General Terms and Conditions for other voice services. Such changes may be requested by the Subscriber once in each billing cycle. For Medium and Large Enterprise Subscribers, the Service Provider permits on the user interface of the Vodafone Corporate Online Customer Service Application for the people authorised by the Medium and Large Enterprise Subscriber and identified by password when logging on the user interface, to configure certain settings of the Wireless Office 2 service package personally (Call forwarding, Conference call, Short call number, Corporate phonebook). Small Enterprise Subscribers may request the above settings via the Service Provider's phone customer service (calling the number 1270 from within the network, or the number +36 1 288 1270 from outside the network).

#### **3.1.2.16.WAP Service**

By using the WAP service the Subscriber can access with his mobile phone supporting the service certain Internet WAP content-servers and database of the Service Provider or other content providers and download

information of interest, by initiating GSM data based calls. The WAP service becomes part of the subscriber service by connecting to the system.

In case of certain devices, the Subscriber may request device settings necessary to use the WAP Service with the help of Vodafone's Remote Setting service. The Service Provider ensures service operation through the WAP gateway operated in its network, which implements the conversion between the WAP and the Internet protocols.

The website of Vodafone's WAP service is: WAP.Vodafone.hu. The Service Provider provides economic, political, entertainment and other information to the service users via its own website.

All Subscribers can use the WAP service domestically without paying a monthly fee or registration fee, by paying the per-minute traffic charges applicable to the service, which are included in the "List of Rates" Annex to the General Terms and Conditions. In case of international roaming, the Subscriber will pay Service Provider's current fees determined for data calls.

Vodafone reserves the right to suspend, limit or terminate the provision of the service depending on the data traffic, or if the Subscriber uses the service so that it causes the partial or full interruption of the service provision, or substantially reduces or otherwise impair its efficiency, or is likely to cause the above events.

Data traffic means the aggregate sum of the sent and received data volumes. Subscribers may request information about their data traffic volume by calling phone number 1751, or sending an SMS message to phone number 1751. The service fees are set out in the "List of Rates" Annex to the General Terms and Conditions as amended from time to time.

#### 3.1.2.17. Packet-switched Mobile Data Services – GPRS

By providing Packet-switched Mobile Data Services, the Service Provider allows the Subscribers – for paying the fee set out in the "List of Rates" Annex to the General Terms and Conditions - to use data network services exclusively on Vodafone's domestic network. In the absence of the Vodafone network, the service is not available.

Packet-switched Mobile Data Services are provided by the Service Provider with GPRS/EGPRS and 3G/UMTS and 4G/LTE technologies as well:

- The GPRS/EGPRS packet-switched mobile data service is a bearer service supported by the GSM system. The Service Provider supports the CS1 (9.6 kb/s per timeslot), CS2 (13.4 kb/s per timeslot), CS3 (15.6 kb/s) and CS4 (21.4 kb/s) channel encodings defined in the relevant ETSI standards in its own GPRS/EGPRS network.
- The 3G/UMTS technology is described by the updated version of the UMTS standard prepared by 3GPP. The essence of the used technology is that thanks to the QPSK (or even more advanced QAM) modulation, the advanced error correction (H-ARQ), and to better access technology (CDMA), it makes broadband data transfer possible.
- The 4G/LTE technology is described by the LTE standard prepared by 3GPP.

Service Provider's Packet-switched Mobile Data Services can be used with devices supporting 4G/LTE, 3G/UMTS and/or GPRS/EGPRS technology, or with such a device and a computer - provided they are properly prefigured - under the terms and in the manner determined in the descriptions of the concerned services.

The Service Provider advises Subscribers that only certain types of the devices sold by the Service Provider support the Packet-switched Mobile Data Services.

The full assembly and putting into operation of the system intended to be used by the Subscriber is not the responsibility of the Service Provider.

Due to the propagation properties of radio waves and the current load of the network, the quality of the Packet-switched Mobile Data Services may vary in time and space. This could mean the temporary decrease of the data transmission speed.

With regard to the above facts, the Service Provider disclaims all liability for the data transmission speed or for potential errors of the transmitted data.

The Service Provider enables Subscribers with existing subscription for Packet-switched Mobile Data Services to use these services not only in Hungary, but internationally as well. The charges payable for using the services abroad, however, differ from the charges of using the services in Hungary; the current prices are listed in the "List of Rates" Annex to the General Terms and Conditions. Packet-switched Mobile Data Services are used from Vodafone's foreign partner networks the same way as in Vodafone's own network and roaming customers do not have to make any changes in comparison with the regular use of their phones or computers. The update list of Vodafone's international partner networks is displayed on the Service Provider's website.

*The Rules of ethics of using Packet-switched Mobile Data Services - GPRS* included in Annex no. 4 to these terms and conditions shall apply to Subscribers using GPRS/EGPRS services.

In case of data network services, the Service Provider shall fulfil the Subscriber's cancellation request within 8 days of the receipt of the relevant communication.

#### 3.1.2.18.Optimized Internet access (Internet Plusz)

Network optimization, while increasing the speed, may visibly reduce picture quality when displaying the downloaded images, which problem can be corrected by new downloads. Network optimization can be disabled upon request by modifying the applied settings.

Information pertaining to the service operation is available at the Service Provider's points of sale, customer service and on the Service Provider's website.

#### 3.1.2.19.BlackBerry Services

As of 1 March 2017, the BlackBerry service is not commercially available, new subscriptions for the service cannot be concluded. This change does not affect the currently valid individual Subscription Contracts for the service.

With the help of BlackBerry services, Vodafone allows its Subscribers to immediately and automatically deliver email messages to mobile devices.

With the help of the BlackBerry Mobil Email service, Vodafone allows its Subscribers to immediately and automatically deliver email messages to mobile devices. The service is provided with regard to the BlackBerry Internet Service User Agreement ("BIS EUA") concluded by the Subscriber and Research In Motion UK ("RIM") Limited, and therefore Vodafone expressly disclaims any responsibility for the Mobile Email service if disputes arise in the scope covered by the BIS EUA and/or if the dispute arises based on the BIS EUA between the Subscriber and RIM. The Subscriber can familiarize himself with the text of the 'BIS EUA' when the service is activated, in such a form that the service cannot be activated without accepting the agreement. Usage of the service requires devices supporting the BlackBerry Mobil Email service; the list of devices can be found on Service Provider's website.

In case of purchasing BlackBerry Mobil Email subscription, the Subscriber provides an email mailbox to the Subscriber (address: name@mobileemail.vodafone.hu). The incoming emails and the attached files are immediately forwarded to the Subscriber's mobile device without having to synchronize with that separately.

In addition, the service allows the Subscriber to personally set 10 existing email mailboxes, so that the incoming messages and attached files are also delivered to the mobile device. The BlackBerry Mobile Email service retrieves the messages from all mailboxes and delivers those to a device supporting the BlackBerry service. The BlackBerry Mobile Email service is compatible with the mailboxes which support POP, IMAP and Microsoft Outlook Web Access, and with the assistance of a freely downloadable program (Mail Connector) supports the

Microsoft Exchange 5.5, 2000 and 2003 and the IBM Lotus Domino 5.0, 6.0 6.5 mailing systems. It is important to note that the BlackBerry Mobil Email service does not function in case of mailboxes, where the operating Internet Provider applies restrictions.

In addition to email delivery, the service includes access to email attachments and pictures, sending new email messages, and responding to and forwarding incoming email messages. The initial setting of the BlackBerry Mobil Email service (e.g. add mailbox) and its amendments (e.g. specifying email filters) can be made through the Service Provider's website or via mobile devices.

The fees of the BlackBerry Mobil Email service are included in the individual Subscription Contracts

Further information about the operation of the service is provided at Vodafone's points of sales, customer service centre and on the Service Provider's website.

BlackBerry enterprise solutions

The service is only available to Medium and Large *Enterprises*.

With the BlackBerry enterprise solutions Vodafone allows its Subscribers to immediately and automatically deliver to mobile devices the email messages arriving to the corporate mailing server, to have remote access to corporate contact list, to carry out corporate calendar functions and - in case of certain software types - to access corporate directories by remote access.

In case of the Enterprise solution, using the service requires the activation of a monthly plan service, a device supporting the BlackBerry service, as well as software that can operate the service.

The monthly fee options provided for the service are included in the "List of Rates" Annex to the General Terms and Conditions.

The proper operation of the BlackBerry Enterprise Solution requires software that runs the service, which (depending on the software type) in certain cases can be downloaded from the [www.blackberry.com](http://www.blackberry.com) website free of charge, or can be purchased from Vodafone. The Subscriber may obtain information on the detailed pricing plan of the software from *Vodafone's Business Rules for other services*.

To ensure that the service is available to the Customer, he needs to install the appropriate software on its IT systems. Vodafone facilitates attaining this purpose by making the documents "BlackBerry Enterprise Server - Administration Guide" and "BlackBerry Enterprise Server - Installation and Getting Started Guide" available to the client, and (if necessary) by mediating between the Customer and RIM to make sure that the Blackberry service is ready for use.

The software ensuring the proper operation of the service is not the property of Vodafone. Only RIM is entitled to grant any rights relevant to the software with the conditions specified by RIM. The Subscriber may familiarize itself with the above conditions from the BlackBerry Solution User Agreement. The BlackBerry Solution User Agreement is available at <http://us.blackberry.com/> or at [http://us.blackberry.com/legal/pdfs/BBSLA\\_Hungary\\_Hungarian.pdf](http://us.blackberry.com/legal/pdfs/BBSLA_Hungary_Hungarian.pdf) and includes the Software License terms.

By paying the charges specified for the monthly fee option of the service in *Annex no. 1* of the General Terms and Conditions, the Subscriber acquires the right to use the software, but not its ownership, which is protected by copyright.

Further information about the operation of the service is available on the Vodafone and RIM websites, at the Vodafone key account customer service, and through the Key Account Enterprise contact persons.

### 3.1.2.20. Car SIM Card Service Package

From 22 November 2015, the Car SIM Card Service is not commercially available for Small Enterprise Subscribers, starting from the date above, new subscriptions for the service cannot be signed. This change does

not affect the currently valid specific Subscription Contracts for the service, as well as Medium and Large Enterprise Subscribers.

The service package may be used by Small Enterprise Subscribers who contracted the Car SIM Card service before 22 November 2015 and by Medium and Large Enterprise Subscribers according to the following terms and conditions.

Within the framework of the Car SIM card service package, Vodafone provides the Subscriber with a car SIM card beyond providing the original SIM.

### **Definitions for the purposes of this service package**

*Car Sim card:* The SIM card belonging to the Car SIM card service package which is placed in the car phone.

*Car phone:* The mobile phone built in the car, where the car SIM card is inserted.

*Original SIM card:* Subscriber's SIM card, which is used in the mobile phone and which has been provided by the Service Provider when signing the Subscription Contract.

*Mobile phone:* The mobile phone in which the original SIM card is placed.

*Shared call number:* The phone number on which both the car SIM card and the mobile phone can be called. This number is displayed at the called party if a call is made or an SMS or MMS message is sent from the Car SIM card or the mobile phone.

*Virtual card:* The shared phone number belongs to the virtual SIM card; this card has technical and billing function.

### **How does this service work?**

The Car SIM card service package allows the coordinated operation of the mobile phone and the car phone. The two SIM cards of the service package can be called on a shared number, and this shared call number is displayed at the called party in case of initiating calls.

#### *Receiving calls*

If only the mobile phone is turned on, it operates the usual way. Incoming calls will first ring on the car phone if it is turned on. If the incoming call remains unanswered on the car phone for 25 seconds and the mobile phone is also turned on, then the concerned call will ring on the mobile phone.

#### *Initiating calls*

It is possible to make calls simultaneously from both the mobile phone and the card phone, since the two phones are able to manage calls independently. The calls will be charged separately for each SIM card.

#### *Voice mail and Call notification*

The two SIM cards have a shared Voice mail. If neither phone is available or neither phone takes the call, then the calls are received by the Voice mail in accordance with the Voice mail service regulated in Section 3.1 of these General Terms and Conditions, provided that the Subscriber's Voice mail Service is active. The message may be listened to from either phone. SMS notifications sent on the messages and the Call notification SMS delivered to the mailbox will only be delivered to the mobile phone.

#### *Caller ID Display*

The shared phone number will appear on the called party's device regardless of which card the call is made from (provided that call number sending function is enabled). Caller ID display may be enabled and disabled

separately for each card. When the Car SIM card service package is turned on, the settings of the Original SIM card will be applied to the Car SIM card as well.

#### *SMS, MMS*

Regardless of which device sends the SMS or MMS message, the shared call number will be displayed as sender. SMS or MMS messages sent to the shared number can only be received by the mobile phone, not the car phone.

#### *Roaming*

The Car SIM card service functions abroad the same way as domestically, but the service parameters can be influenced by the network of the foreign partner provider. The calls are charged according to the Roaming rates.

The Service Provider expressly advises the Subscriber to request the same limit setting for the Original and the Car SIM cards in all cases when the Data Roaming service is activated or modified.

#### *Data supply, GPRS Internet, GPRS WAP*

Data supply, GPRS Internet and GPRS WAP services can be ordered separately for both SIM cards; the basic charges and traffic charges will be billed separately for each SIM card.

#### *Account balance information (1751)*

The Account Balance Information (1751) is not available in case of SIM cards belonging to the Car SIM card service package and does not provide true and correct information.

#### *Call diversion*

Activating the call diversion service on the mobile phone or the car phone will supersede the call forwarding function of the Car SIM card service, and calls will be diverted to the set number. If the call diversion settings are deleted from mobile phone or the car phone, then the call forwarding function set for the Car SIM card service will be applied again.

#### *Vodafone Order*

The Vodafone Order service (Customer Self Service) is not available for subscriptions of the Car SIM card service package.

#### *Other services*

Other services are available on the Car SIM card under the same conditions as using the Original SIM card.

### **Ordering the service**

The service is only offered to Post-paid Subscribers. The Subscriber may order the Car SIM card service package to already existing subscription, by calling the Service Provider's phone customer service on phone number 1270. The Subscriber may only subscribe for one Car SIM card service package per subscription. Vodafone will send the SIM card necessary to use the service to Subscriber by mail. After receiving the SIM card, the Subscriber can request that the service package is enabled by calling Service Provider's phone customer service on phone number 1270. No discounts are available for purchasing the Car SIM card.

### **Other conditions:**

In the course of commencing and operating the service, Vodafone shall proceed with the greatest diligence; however, during enabling or disabling the Car SIM card service package the content of the Voice mail may be deleted and the service parameters may change. The Subscriber acknowledges that Vodafone disclaims all liability for damage resulting from the above events.

The Subscriber acknowledges that the subscriptions of the Car SIM card can be fully used after 48 hours counted from the start of activating the Card SIM card.

The Original SIM card and connected Car SIM card must belong to the same Subscriber (and Account payer) (subscription and invoice cannot be requested for different names or addresses) and in the same tariff package. The Car SIM card service package is exclusively available with the tariff packages determined in the "List of Rates" Annex to the General Terms and Conditions.

#### 3.1.2.21.Reserved for editing purposes

#### 3.1.2.22.Vodafone voucher

Vodafone vouchers can be purchased and redeemed in any Vodafone brand representations at the indicated nominal value for any products available there and (from the services) for paying the deposit and the data backup service within the period of validity.

The voucher is available with different nominal values (HUF 1000 and HUF 5000), and the customer can choose from the available values when making the purchase.

Conditions of using Vodafone vouchers:

- Vouchers can only be used at Vodafone's brand representations for buying products and (from the services) for paying the deposit and the data backup service.
- The value of the voucher can only be used once and exclusively within the validity period. If the total value of the selected products and services does not reach the amount of the voucher, the remaining part is forfeited.
- The voucher must be surrendered when making the purchase at the place of redeeming a voucher.
- The voucher is not redeemable for cash, and it is valid for 1 year from the date of purchase.
- The voucher is not issued for specific names and may not be replaced if lost.
- Vouchers are only redeemed if undamaged. Damaged or incomplete vouchers may not be used.
- Forging vouchers is a criminal offence.
- If the voucher is lost or destroyed, the holder may not claim replacement voucher or recover its price.
- By purchasing or acquiring the voucher in any manner, the buyer accepts these terms of use applicable to issuing vouchers as binding upon him/herself.

Contents of Vodafone vouchers

The voucher displays the following information:

- Nominal value of the voucher;
- Date of issue – completed by the brand representation upon purchasing the voucher;
- Validity - completed by the brand representation upon purchasing the voucher;
- Name, registered office and tax number of the issuers;
- Date of redeeming the voucher - completed by the brand representation upon redeeming the voucher;
- Place of redeeming the voucher – completed by the brand representation upon redeeming the purchase;
- User's signature – signed by the user of the voucher when redeeming the voucher;
- Signature of acceptor – signed by the representative of the acceptor when redeeming the voucher;
- Serial number;
- Unique code;
- Hologram, and
- Terms of Use.

#### 3.1.2.23.Mobile Shopping Service

The Service Provider is entitled to charge forward and resell to the Subscriber by law and under these General Terms and Conditions (together with its own services) products purchased in its own name and sold by Third

Parties (hereinafter referred to as Merchant(s)), including both consumer goods and services (in unchanged format) and to claim their price from the Subscriber in the electronic communications invoice of Subscriber or from pre-paid credits.

The Mobile Shopping service is provided by the Service Provider on different call numbers assigned to the concerned services.

During purchasing products, the Service Provider charges (as communications service) the fee of the SMS messages sent while using the Mobile Shopping Service according to the rates of in-network, standard fee SMS messages under Subscriber's tariff package.

The Subscriber acknowledges that in the course of using the Mobile Shopping Service, he shall pay the purchase price of the product, the fee of the SMS messages sent to purchase the product and the transactional or convenience fee (if charged separately).

The product purchase prices are always determined by the Merchants and are published on their websites and in the manner fitting the given service as described in the General Terms and Conditions of Other Services available on the Service Provider's website.

The transactional or convenience fees are set out in the "List of Rates" Annex to the General Terms and Conditions.

By using the Mobile Shopping Service, Subscribers can order and purchase with their mobile phone devices from the Service Provider and/or the Merchants the products displayed on the websites of the Service Provider and the Merchants, or products specified in the General Terms and Conditions of Other Services available on the Service Provider's website, up to the Individual Value Limit specified in Section 2.3.1.5.

The Service Provider warns the Subscribers that the Merchants are entitled to set other purchase limits for the individual services beyond the Individual Value Limit. Further information on these limits is available in the General Terms and Conditions of Other Services available on the Service Provider's website.

The prices of the products purchased by using the Mobile Shopping Service and the transactional or convenience fees will be debited in arrears to the Subscriber's electronic communications account.

This service is available to Vodafone's Subscribers unless otherwise provided for in these General Terms and Conditions and its annexes.

The Subscriber acknowledges that in the course of using the Mobile Shopping Service his personal data, phone number and the information whether the Subscriber has sufficient balance to implement the transaction will be transferred until 10 January 2017 to MPP Magyarország Informatikai Zrt. (registered office: H-2040 Budaörs, Táviró köz 5., company registration number: 13-10-040788), notwithstanding the content of Annex no.3. Furthermore, the same data will be transferred with the same purpose to the Merchant selling the product. The Merchants are listed in the "List of Rates" Annex to the General Terms and Conditions. During the use of the Service the Subscriber consents, by making the first transaction within the scope of the Service, to having his data transferred in accordance with above provisions.

If during the use of the Mobile Shopping Service, the product/service to be ordered/purchased is provided by a Merchant other than the Service Provider and the Subscriber, then complaints about the price or quality of the product/service or other circumstances of the purchase will not be handled by the Vodafone customer service. Subscribers may only bring complaints before the Service Provider relevant to the Mobile Shopping Service based on reasons that arose in the Service Provider's scope of interest.

The detailed description of the Mobile Shopping Service and the services available within its scope, as well as the other terms of use can be found in the General Terms and Conditions of Other Services available on the Service Provider's website.



### 3.1.2.24. Mobile Content Purchase Service

The Mobile Content Purchase Service Provider allows the use of content and other services offered by the Service Provider or third parties (hereinafter referred to as content service). The Service Provider is entitled to charge forward and resell to the Subscriber by law and under these General Terms and Conditions (together with its own services) products and services purchased in its own name (in unchanged format) and to claim their price from the Subscriber in the electronic communications invoice of Subscriber or from pre-paid credits.

The Subscriber acknowledges that in the course of using the Mobile Content Purchase Service his personal data, in particular his phone number, may be transferred to foreign third parties (established in a member country of the European Union) for the purpose of providing the service, notwithstanding the content of Annex no.3.

Detailed information on managing, processing or transmitting data can be found at the Vodafone customer service and on Vodafone's website.

The service can only be used if client has consented to having his data processed and transferred for this purpose.

The product and/or service ordered and purchased while using the Mobile Content Purchase Service shall be paid by the Subscriber in arrears against the electronic communications bill issued and sent after the target month, or from the Vodafone prepaid card balance topped up in advance.

The Subscriber may change certain settings of the Mobile Content Purchase service on the Service Provider's website and on the My Vodafone pages available on the WAP page. Liability for the changes made on the My Vodafone pages shall be borne by the Subscriber in all cases.

If during the use of the Mobile Content Purchase Service, the product/service to be ordered/purchased is provided by a Third Party other than the Service Provider and the Subscriber, then complaints about the price or quality of the product/service or other circumstances of the purchase will not be handled by the Vodafone customer service. Subscribers may only bring such complaints before the Service Provider relevant to the Mobile Content Purchase Service that arose in the Service Provider's scope of interest.

### 3.1.2.25. Reserved for editing purposes

### 3.1.2.26. 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

### 3.1.2.27. Premium-rate services

**Premium-rate service:** a service through which the Service Provider allows Pre-paid and Post-paid Subscribers to access services that provide information or content from the electronic telecommunications network by initiating premium-rate calls or initiating or receiving premium-rate messages. The fee of using the premium-rate service includes the fee of the information or content service.

According to the content and fee of the service, the premium-rate service can be premium-rate limited service (SHS=91, 160de, 161def) or premium-rate unlimited service (SHS=90, 164de, 165def) or premium-rate adult service (SHS=90, 168de, 169def).

**Premium-rate limited service:** is a service with which adult content is not available, and the service fee does not exceed the maximum fee published on the website of the authority.

**Premium-rate unlimited service:** is a service with which adult content is not available.

**Premium-rate adult service:** is a service with which adult content is available.

**Adult content:** means any content that is capable of adversely affecting the physical, mental or moral development of minors, in particular, because the direct, naturalistic portrayal of sexuality or violence is a defining component of the content. The Service Provider applies free adult content ban (as default setting) in case of all subscribers of minor age. This ban cannot be lifted in case subscribers of minor age, even at the request of the minor's legal representative.

*Sent premium-rate SMS service:*

Pre-paid and Post-paid Subscribers use the premium-rate service (such as voting, ringtones, etc.) by sending an SMS message to the premium-rate call number provided by the Service Provider or the Number User. The Service Provider or the Number User sends a reply message in all cases to the premium-rate SMS sent by the Subscriber. The service fee depends on the call number of the service; the fee categories are included in the List of Rates Annex to the General Terms and Conditions.

The Service Providers makes the **Sent premium-rate SMS service available to all Subscribers as default setting**. The Subscriber may request that this premium-rate service **be disabled** at the Service Provider's phone customer service (within network on phone number 1270, out of network on phone number +36 1 288 1270), in person at the Service Provider's points of sale, or within network in a free SMS message by sending the word EHT to call number 1270. Such barring request **may only be made relevant to all premium-rate services jointly** (i.e. all types of premium-rate services will be disabled). At the request of the Subscriber, the Service Provider bars access to premium-rate services free of charge. After disabling the service, the Subscriber can reactivate the Sent premium-rate SMS and the Premium-rate voice call services together at the Service Provider's phone customer service (within network on phone number 1270, out of network on phone number +36 1288 1270) or in person at the Service Provider's points of sale.

*Received premium-rate SMS service:*

The Service Provider allows Pre-paid and Post-paid Subscribers to register by sending SMS for premium-rate unlimited services and premium-rate limited services offered by the Service Provider or third parties. The registration SMS is charged according to the Subscriber's own tariff package. After this SMS, the number user informs the Subscriber by sending a free reply SMS (in Hungary) of the fee of the premium-rate service, the maximum number (frequency) of SMS messages sent by it during the given period, the method of cancellation and the availability of additional information on the service. The Subscriber can cancel the premium-rate service within 3 minutes of receiving the information SMS by sending back the word STOP in a reply message. In the absence of such cancellation, the service will be automatically charged at the premium rate based on any SMS received from the registration number. If the Subscriber no longer wishes to use the premium-rate service, he must expressly cancel it by sending the word STOP in an SMS message to the premium-rate registration number in the question.

Access to Received premium-rate SMS service **is not available as default setting** (disabled) for Vodafone Magyarország Zrt. Subscribers. Subscribers can ask that the service be **activated by sending the word MT in SMS to phone number 1270**. Subscribers **can use the Received premium-rate SMS service** in accordance with the above provisions after the **activation** of the service.

Subscribers can request that the service be disabled again **by sending the word XMT to phone number 1270**. At the request of the Subscriber, the Service Provider bars access to Received premium-rate service free of charge.

Subscribers **can also request that the all premium-rate services be disabled** at the Service Provider's telephone customer service (within network on phone number 1270, out of network on phone number +36 1288 1270), in person at the Service Provider's points of sale, or by sending the word EHT in free SMS to number 1270 within the network. Such barring request **may only be made relevant to all premium-rate services jointly** (i.e. all types of premium-rate services will be disabled).

After disabling the service, the Subscriber can reactivate certain premium-rate service types (Sent premium-rate SMS, Received premium-rate SMS and Premium-rate voice call service) together, at the Service Provider's phone customer service (within network on phone number 1270, out of network on phone number +36 1288

1270), or in person at the Service Provider's points of sale; however, the **activation** of the Received premium-rate SMS service also **requires sending the word MT in SMS to number 1270**, after the Service Provider having notified the Subscriber on the activation of the premium-rate services via SMS. (In other words, in case of Received premium-rate SMS service, reactivation is implemented in two steps after disabling all premium-rate services).

#### *Premium-rate voice call service:*

In case of calls, the Subscribers pay for the initiated call, which can be charged on event-basis (per call) or per-minute. The various fee categories are listed in the "List of Rates" Annex to the General Terms and Conditions.

The Service Providers makes the premium-rate voice call service available to all Subscribers as default setting. The Subscriber may request that this premium-rate service **be disabled** at the Service Provider's phone customer service (within network on phone number 1270, out of network on phone number +36 1 288 1270), in person at the Service Provider's points of sale, or within network in a free SMS message by sending the word EHT to call number 1270. Such barring request **may only be made relevant to all premium-rate services jointly** (i.e. all types of premium-rate services will be disabled). At the request of the Subscriber, the Service Provider bars access to premium-rate services free of charge. After disabling the service, the Subscriber can reactivate the Sent premium-rate SMS and the Premium-rate voice call services together at the Service Provider's phone customer service (within network on phone number 1270, out of network on phone number +366 1288 1270) or in person at the Service Provider's points of sale.

#### *Disabling premium-rate services:*

Premium-rate services will be disabled or activated within 48 hours of receiving the relevant SMS. Pursuant to the Decree no. 43/2011 (IX.26.) of the National Media and Infocommunications Authority (NMHH) on the National Plan for the Allocation of Identifiers of electronic communications networks, both Pre-paid and Post-paid subscribers are entitled to disable and activate Premium-rate services free of charge within the network; however, when roaming abroad the SMS message sent to number 1270 and the initiated voice call will be charged at the current roaming fees.

In addition to the above, we recommend that for children under the age of 18 you use the **Child safety lock service**.

We hereby warn our Subscribers that, due to the premium-rates, using these services may incur significant fees, therefore Subscribers should exercise special care when using them!

Given that the premium-rate service includes the content charge as well, its fees are higher than the standard fees and they vary according to number fields. The fee categories of the service can be found in the Service Provider's Price plan.

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. Subscribers' complaints relevant to the number user providing the premium-rate service and the content shall be investigated by the number user providing the premium-rate service.

Should the Subscriber send an SMS message from abroad to a premium-rate limited or a premium-rate unlimited call number, the Subscriber shall pay the fee of the SMS sent from abroad, in addition to price of the premium-rate or the distinguished premium-rate SMS pursuant to the current roaming plan.

The Service Provider notifies the Subscriber that in case of premium-rate SMS services, the number user providing the premium-rate service is obligated to disclose in advertising materials and communications the service fee, the cancellation method, the contact details of the premium-rate service provider and the location of further information relevant to the service. Please check the conditions of the premium-rate service before using the service!

### 3.1.2.28. Child safety lock service

Using the Child safety lock on the children's subscriptions allows the Service Provider's Subscribers to protect minors from the dangers arising during the use of mobile phones. The purpose of the service is to enable minors to use mobiles safely, so that contents and information that might have adverse effects are not available for them. In case of activating the service, the following content and services will not be available: all Premium-rate services (Sent premium SMS, Received Premium-rate SMS, Premium-rate voice calls). The Child safety lock does not place any limitation on accessing contents on internet sites.

The Subscriber may request the activation of the Child safety lock service at the Service Provider's phone customer service (within network on phone number 1270, out of network on phone number +36 1288 1270), in person at the Service Provider's points of sale, or within network in a free SMS message by sending the word GYZAR to number 1270.

The service can only be cancelled on channels protected by client security code (i.e. not in SMS). The Service Provider applies free ban as default setting in case of all subscribers of minor age. This ban cannot be lifted in case subscribers of minor age, even at the request of the minor's legal representative.

The Child Safety lock service is available free of charge.

### 3.1.2.29. Charity fundraising

The Charity Fundraising service enables the Prepaid and Postpaid Subscribers of the Service Provider to raise funds in the case of natural disasters and other emergencies, with the support of non-profit organization(s).

The charity numbers, the NGOs belonging to the numbers and the details of the tariffs are contained in the Tariffs constituting Annex 1 to the General Terms and Conditions.

The Prepaid and Postpaid Subscribers of the Service Provider will, by calling the specified short numbers or sending SMS messages to them, donate a specific amount each time to the organization connected to the given short number.

If International Roaming service is used, calls cannot be originated to the charity numbers.

When using International Roaming service, if an SMS message is sent to the charity number, the Service Provider is only able to bill to its Postpaid Subscribers the charges contained in the tariffs of the International Roaming service, but not the amount of the donation, therefore Subscribers paying a monthly fee are not able to donate while in International Roaming mode. The invoiced fee of the Roaming SMS is not part of the donation.

When a successful charity SMS message is initiated in International Roaming service, the Service Provider will bill to the Prepaid Subscribers the fees contained in the Tariffs constituting Annex 1 to the General Terms and Conditions, specified as belonging to the given charity number, furthermore, the fee specified in the tariffs of the International Roaming service, therefore prepaid Subscribers are able to donate in SMS during International Roaming as well. The invoiced fee of the Roaming SMS is not part of the donation.

The Subscriber is allowed to indicate his need for a tax certificate to the charity organization, which will issue a tax certificate pursuant to the applicable tax statutes. The Service Provider is not entitled to issue a tax certificate.

This service can be disabled along with the Premium-rate services by contacting the Service Provider's phone customer service (within network on number 1270, out of network on number +36 1288 1270) or in person at the Service Provider's sales points.

#### 3.1.2.29.1. Vodafone Hungary Foundation /Charity Fundraising– 13670

As part of its corporate social responsibility program, the Service Provider operates a charity line for the support of specified causes (such as social, environmental, conservation and cultural matters of public benefit) on the short call number of 13670. The Fundraiser is the foundation of public benefit established by Service Provider, Vodafone Magyarország Társadalmi Esélyegyenlőségért Alapítvány (Vodafone Hungary Foundation for Social Equality) (registered office: H-1096 Budapest, Lechner Ödön fasor 6; registry number at the Court of Budapest: 8813).

Vodafone Hungary Foundation collects donations in the following two ways:

- directly for the support of the aims of the Foundation defined in advance,
- for the support of specified aims of other non-governmental organizations and foundations supported by the Foundation.

Only Subscribers of the Service Provider can call the charity number of 13670 or send SMS messages, within Hungary, only from the network of the Service Provider. On every completed charity call / SMS message the Service Provider will bill to the Subscriber the tariff defined for the number of 13670 in the Tariffs constituting Annex 1 to the General Terms and Conditions, and the amount of the donation will equal this fee (i.e. in this case the charge of the call / SMS message will not be settled by the tariffs of the Subscriber's own tariff plan, which may contain discounted fees, rather by the charges defined in the Tariffs for the charity number of 13670).

The Subscribers may find more information about the conditions and rules applying to the current charity Fundraising drives on the website and in the customer care offices of the Service Provider, furthermore, from the General Terms and Conditions and Annex 1 thereof, i.e. Tariffs:

3.1.2.30. Deleted from 1 April 2015

3.1.2.31. Call separation service

The Call separation service is only available for Medium and Large Enterprise Subscribers.

Call separation allows cost control. This service makes it possible to separate business-related and private use of the SIM card.

With the Call Separation Service and based on the Medium and Large Enterprise Subscriber's order to this effect, the report on the part of the traffic fee for the certain SIM card(s) that qualifies as private use according to the rules detailed below may be viewed on the interface of the Electronic Bill Presentment and Analytics Service for Enterprises or the Certified E-Billing Service, depending on which of the two services the Medium and Large Enterprise Subscriber uses. The remainder of the traffic charge and the monthly charges and one-off fees in each case qualify as business usage.

Separation of calls, forming the basis of the traffic charge, is only possible for voice, fax and data calls initiated domestically. The charges for other calls initiated domestically (including video phone, SMS, MMS, GPRS, etc.) will always qualify as private use. When using a tariff package with monthly airtime minutes, these airtime minutes can be used for both business and private calls. Options containing voice calls can be used for both business and private calls. Regardless of the above, international roaming can be classified as either business or private use, except for MMS roaming which always qualifies as private usage.

If the Medium and Large Enterprise Subscriber does not have an Electronic Bill Presentment and Analytics Service for Enterprises or a Certified E-Billing Service, it cannot obtain information about the business and private use.

3.1.2.32. Caller ID display and blocking caller ID display

A subscriber may request the Service Provider's customer service that his or her phone number be displayed or blocked on the called party's phone. The Service Provider shall ensure when using mobile telephone services for voice communication as per Section 9(1) of Decree No. 4/2012 of the National Media and Infocommunications Authority:

- a.) for the caller, to block identification of his or her phone number for each call on the called party's phone;
- b.) for the caller (the Subscriber), to block identification of his or her phone number for each subscriber's access point on the called party's phone;
- c.) for the caller, to allow identification of his or her phone number for each call on the called party's phone in spite of the blocking specified in b.) above;
- d.) for the called subscriber, to block identification of the caller on his or her phone;
- e.) for the called subscriber, to refuse to receive calls where the caller has blocked identification of his or her phone number.

Pursuant to Decree no. 24/1997. (III.26.) of the Ministry of the Interior (BM), identification of the calling party's phone number cannot be blocked as per Section VI. a) and b) above when calling the phone numbers of institutions that are highly important for the country's operation and the supply of the population, such as the police, the fire brigade and the ambulance, including calls made to "112", the single European emergency number.

For calls made to Voice mail, caller identification cannot be blocked for technical reasons.

If the Subscriber fails to make a written or electronic declaration in connection with a limitation of his or her caller identification, the Service Provider will regard it as if the Subscriber had consented to identification of his or her phone number.

Caller identification of calls made from other electronic communications service providers' network will be managed based on the caller Subscriber's individual decision and the network contract concluded between the service providers.

### 3.1.2.33. Roaming

By concluding international roaming agreements, the Service Provider ensures that a Subscriber can use his or her SIM card in the countries and on the networks listed on the Service Provider's website in case his or her handset is suitable for connecting to a given network.

Subscribers can use the following services on roaming partner networks:

- voice call services (making and receiving calls, voice mail, call forwarding)
- short message service (sending and receiving SMS)
- data roaming services (GPRS, EDGE, 3G, HSDPA, 4G/LTE)
  - Internet (WAP, Internet, BlackBerry)
  - Video telephony (making and receiving video phone calls)
  - sending and receiving MMS messages

The availability of certain functions may vary by country and network. Up-to-date information is available on the Service Provider's website ([www.vodafone.hu/roaming](http://www.vodafone.hu/roaming)).

While roaming, voice and video calls should be made, and SMS and MMS messages sent by using the international phone number format (+36 70 XXX XXXX).

While roaming abroad, accessing Internet and MMS services on Vodafone's foreign partner networks is fully identical with the usual operation on Vodafone's own network and requires no change from roaming clients compared to usual usage of their phones.

Subscribers eligible for international roaming may use this service with the conditions described in Section 5 of Annex "List of Rates". When buying a new subscription, the roaming service is automatically activated.

Cancellation of this service can be requested on the Service Provider's website (Online Customer Service menu), WAP page, the automated menu system of the telephone helpdesk, or via SMS.

The Regulated European Roaming tariffs defined in Section 5.1.1. of Annex "List of Rates" offer the rates developed based on Regulation (EU) No 531/2012.

The charges of roaming service are contained in the "List of Rates" Annex to the current General Terms and Conditions. During international roaming, received phone calls are also subject to charges.

### 3.1.2.34. International Roaming Voice mail

With the help of this service, it is possible to leave voice mail messages to Subscribers while roaming in foreign networks in the same way as using Vodafone Magyarország Zrt's own network in all the following cases:

1. The called party is busy (e.g. the Subscriber is talking to somebody else)
2. The called party does not answer the call (the phone rings, but the Subscriber does not answer it)
3. The called party is unavailable (e.g. there is no coverage; the Subscriber did not log off the network by turning off the handset, but the battery has run down, etc.)
4. The called party's handset is turned off

While roaming on foreign networks, it is not possible to leave voice mail messages to Subscribers in the following cases:

1. The called party is busy (e.g. the Subscriber is talking to somebody else)
2. The called party does not answer the call (the phone rings, but the Subscriber does not answer it)
3. The called party is unavailable (e.g. there is no coverage; the Subscriber did not log off the network by turning off the handset, but the battery has run down, etc.)

Voice mail for International Roaming is automatically activated for the Subscriber by Vodafone if Voice mail and International Roaming are already available to the Subscriber.

### 3.1.2.35. Reserved for editing purposes

### 3.1.2.36. Stationary Internet access service - DSL

By ordering the service, the Subscriber agrees to use the stationary internet access service provided by the Service Provider.

Territorial scope of the stationary internet access service: The DSL service coverage areas of Magyar Telekom Nyrt. and Invitel Zrt.

Bandwidth data for the ADSL services used from the DSL primary provider and resold is presented in the following table:

Service	Maximum download/upload speed (Mbit/s)	Guaranteed download/upload speed (Mbit/s)
ADSL 1 Mbit/s (T)	1.28/0.12	0.16/0.06
ADSL 1 Mbit/s (T) 24 months	1.28/0.12	0.16/0.06
ADSL 1 Mbit/s (I)	1.28/0.12	0.16/0.06
ADSL 1 Mbit/s (I) 24 months	1.28/0.12	0.16/0.06
ADSL 2 Mbit/s (T)	2.00/0.19	0.19/0.06
ADSL 2 Mbit/s (T) 24 months	2.00/0.19	0.19/0.06
ADSL 2 Mbit/s (I)	2.00/0.19	0.19/0.06
ADSL 2 Mbit/s (I) 24 months	2.00/0.19	0.19/0.06
ADSL 4 Mbit/s (T)	4.00/0.25	0.25/0.09

ADSL 4 Mbit/s (T) 24 months	4.00/0.25	0.25/0.09
ADSL 4 Mbit/s (I)	4.00/0.25	0.25/0.09
ADSL 4 Mbit/s (I) 24 months	4.00/0.25	0.25/0.09
ADSL 5 Mbit/s (T)	5.00/0.50	1.00/0.19
ADSL 5 Mbit/s (T) 24 months	5.00/0.50	1.00/0.19
ADSL 5 Mbit/s (I)	5.00/0.50	1.00/0.19
ADSL 5 Mbit/s (I) 24 months	5.00/0.50	1.00/0.19
ADSL 8 Mbit/s (T)	8.00/0.50	0.48/0.19
ADSL 8 Mbit/s (T) 24 months	8.00/0.50	0.48/0.19
ADSL 8 Mbit/s (I)	8.00/0.50	0.48/0.19
ADSL 8 Mbit/s (I) 24 months	8.00/0.50	0.48/0.19
ADSL V10 Mbit/s (T)	10.00/0.50	1.00/0.20
ADSL V10 Mbit/s (T) 24 months	10.00/0.50	1.00/0.20
ADSL 10 Mbit/s (T)	10.00/0.50	3.00/0.25
ADSL 10 Mbit/s (T) 24 months	10.00/0.50	3.00/0.25
ADSL 10 Mbit/s (I)	10.00/0.50	3.00/0.25
ADSL 10 Mbit/s (I) 24 months	10.00/0.50	3.00/0.25
ADSL 12 Mbit/s (I)	12.00/0.60	3.50/0.25
ADSL 12 Mbit/s (I) 24 months	12.00/0.60	3.50/0.25
ADSL 15 Mbit/s (T)	15.00/0.90	5.00/0.50
ADSL 15 Mbit/s (T) 24 months	15.00/0.90	5.00/0.50
ADSL 15 Mbit/s (I)	15.00/0.90	5.00/0.50
ADSL 15 Mbit/s (I) 24 months	15.00/0.90	5.00/0.50
ADSL 16 Mbit/s (I)	16.00/0.90	5.50/0.50
ADSL 16 Mbit/s (I) 24 months	16.00/0.90	5.50/0.50
ADSL 18 Mbit/s (T)	18.00/1.00	0.94/0.31
ADSL 18 Mbit/s (T) 24 months	18.00/1.00	0.94/0.31
ADSL 18 Mbit/s (I)	18.00/0.90	6.50/0.64
ADSL 18 Mbit/s (I) 24 months	18.00/0.90	6.50/0.64
ADSL 20 Mbit/s (T)	20.00/1.00	10.00/0.50
ADSL 20 Mbit/s (T) 24 months	20.00/1.00	10.00/0.50
ADSL 30 Mbit/s (T)	30.00/5.00	20.00/1.00
ADSL 30 Mbit/s (T) 24 months	30.00/5.00	20.00/1.00

The fundamental purpose of using stationary Internet access is to establish a connection between the subscriber's terminal equipment and the central server equipment through different electronic communications networks, and to enable protocol-based data transmission made possible by the services during the time of the connection, i.e. to transmit data, signals, images, or sound to a given address within the Internet network.

The Service Provider makes it possible to connect the subscriber's terminal equipment to the Internet through various electronic communications networks, using DSL technology solutions.

The Subscriber shall keep its user name and password and other unique identifiers pertaining to the Subscriber and making it possible to use the Services in secret and not disclose it to any third party. It shall assume full liability for violating this obligation. Also, it is held liable for all types of use of the Service where the Service is accessed using its user name and password, and its fixed IP address (code).



When the service is used as intended, and unless otherwise specified in the Subscription Contract, the Service Provider provides the ADSL service as per Section 4.1.2.d.i. of the GTC on a continuous basis, without a data limit or a time limit.

The ADSL service is available to Subscribers with a Post-paid Subscription only. The service cannot be used without a Subscription Contract.

The communications channels (ADSL connection) on the Subscriber's side are always provided by an electronic communications provider at the order of Service Provider or the Subscriber.

The Service Provider may use the services of other providers in order to secure the electronic communications channels reaching the Subscriber.

As a material condition of using the service, the Subscriber must have proper Subscriber access point and adequate terminate device.

Vodafone informs the Subscriber of the commencing time of the stationary internet access service, that is, the completion of the activation by sending SMS to the contact phone number, and/or via e-mail sent to the contact e-mail address provided by the Subscriber upon signing the contract.

After putting the Service into operation, the Subscriber can activate it by using the appropriate identification code and password that are sent by Vodafone in the Activation Notice in SMS to the contact phone number, and/or via e-mail sent to the contact email address provided by the Subscriber upon signing the contract.

Section 2.1 of these GTC includes additional conditions for ordering and establishing ADSL service and for contract conclusion.

Fix IP address is offered to the ADSL service as additional service. Fix IP address is not available with mobile internet service.

When a fixed IP address is requested, the Subscriber's device accessing the Internet will in each case be assigned the same IP address. The Service Provider can offer a Fixed IP address against the fee specified in Annex 1 "List of Rates" to these General Terms and Conditions.

The Subscriber is obliged to pay the full service fee (including monthly and traffic charges) starting from the commencement of the ADSL service use contract. The Service Provider, considering the requirement relating to the subsequent installation of the stationary internet access point following the commencement of the subscription contract and the proportionality of service and consideration, shall credit the first monthly charge of the ADSL service applicable to the first billing cycle.

During the fixed-term contract, it is not possible to change the ADSL speed or option to a smaller speed option or service.

After the expiry of the fixed term undertaken regarding the use of the ADSL service option, the option charges may be converted to the indefinite-term option charge specified in the above list of rates.

The Service Provider does not ensure the devices (including hardware and software elements) necessary for the use of the stationary internet access service; it is the subscriber's duty to procure them at its own expense, the Service Provider's responsibility is limited to the installation of the ADSL subscriber access point and providing the ADSL service.

The Service Provider acknowledges that the Service Provider may only make a statement with all certainty about the date of installation of the stationary internet access service and the actual feasibility of such installation only after the on-site inspection following the installation of the service. The stationary internet access service is deemed as having been put into operation from the time when the Service Provider has made the ADSL service

available and the Subscriber has requested a modem/router that can use the ADSL service and has received this terminal (or the Service Provider or its agent has made a proper attempt of such delivery).

If fixed-line phone service is already operating at the place of installation, stationary Internet access service may only be ordered for a phone line that operates without any restrictions. If the unrestricted line is not available for reasons arising within the Subscriber's sphere of interest, the ADSL service contract shall be terminated on the grounds of such reason that exists within the Subscriber's sphere of interest.

A condition for concluding the contract is that the phone line for which the ADSL service is ordered is in applicant's subscription, or the subscriber of the line should make a written statement that he authorizes the applicant to order the ADSL Internet service for the given phone line. If the owner of the place of installation and the Subscriber are different persons, a further precondition of creating the access point is that the real estate owner consent to creating the access point in writing beforehand.

After putting the Service into operation, the Subscriber can activate it by using the appropriate identification code and password that are sent by Service Provider in the Activation Notice to the contact phone number, and/or to the contact email address provided by the Subscriber upon signing the contract.

The Service Provider informs the Subscriber about the start date of the stationary internet access service, i.e. completion of the activation, by an email sent to the email address indicated by the Subscriber at the time of signing the contract or the address stated on the order provided by the Service Provider.

In the case of phone line installation, if necessary for the rendering of the Service and the existing phone line's subscriber is not the same as the Subscriber, it is a condition for the commencement of the related Subscription Contract that the phone line subscriber - by signing the consent statement sent by the Service Provider to the Subscriber - consent to the rendering of the stationary internet access service to the Subscriber via the phone line and this consent statement be delivered to the Service Provider. If the consent statement is returned as described above, the contract shall take effect upon the Service Provider's receipt of the consent statement.

If the owner of the property where the DSL service subscriber access point is to be installed is not the same person as the Subscriber or, in the case of line installation, the phone line subscriber, it is a condition of the commencement of the Subscription Contract that the owner of the affected property - by signing the consent statement sent by the Service Provider to the Subscriber - consent to the installation of the DSL subscriber access point on its property and that the consent statement be delivered to the Service Provider. If the consent statement is returned as described above, the contract shall take effect upon the Service Provider's receipt of the consent statement.

If any subscription contract of the Subscriber concluded for any electronic communications service has been terminated by the Service Providers telecommunication partners, Magyar Telekom Nyrt. or Invitel Zrt. for failing to pay the relevant fee, stationary Internet access service shall not be provided until settling the outstanding fees.

If the terminal point cannot be installed for reasons attributable to the Subscriber, in particular because the Subscriber has a debt towards Magyar Telekom Nyrt., Invitel Zrt. or the Service Provider's telecommunication partners. in respect of the ADSL service previously provided through the stationary telecommunication network or the fixed-line phone service used through it, that is due on the date of the contract signing, or because the Subscription Contract is terminated with respect to the ADSL service option for reasons attributable to the Subscriber (impossibility of performance), the Subscription Contract shall be terminated in respect of the option and the same legal consequences as those applicable to the termination of the subscription relationship for reasons within the Subscriber's sphere of interest shall apply to the termination of the option.

Ordering stationary Internet access service for already existing phone subscriptions, in addition to the phone line, also requires a valid phone subscription at a public provider of stationary electronic communications services, which is the basis of the phone subscriber service, and accordingly the phone prescription ADSL service shares the fate of the of phone prescription in all regards, even if the subscribers of the stationary Internet access service and the fixed-line phone service are different persons. Accordingly, especially the changes in the subscriber status of the fixed-line phone service subscriber, termination of the fixed-line phone service subscription contract, relocation of the fixed phone line are circumstances that have a direct impact on the DSL service rendered by Vodafone, that the Subscriber is obliged to notify to the Service Provider immediately and that shall be deemed attributable to the Subscriber.

The Subscriber has understood that the ADSL service chosen as an option under this Subscription Contract is closely related to its mobile telecommunications service, and the ADSL service shall fall under the same treatment as that, with the exceptions specified in this chapter.

The Subscriber may request an interruption in the service, in this case it is obliged to pay a one-time amount of net HUF 3,500 and 30% of the monthly charges for the duration of the interruption. The duration of a fixed-term contract shall be extended by the time of such interruption. If an interruption is requested, the mobile phone service associated with the ADSL service shall also be interrupted, and the interruption of the associated mobile phone service shall also cause an interruption in the ADSL service.

If the Subscriber requests suspension of the mobile phone service on account of loss or theft of the SIM card, the ADSL service shall not be suspended in this case; the ADSL service may still be used without disturbance even during the time of such suspension, and its monthly charges shall be billed even during the time of the suspension.

The Subscriber acknowledges that the limit of the Service Provider's responsibility in respect of rendering the stationary internet access service is the subscriber's access point, i.e. the Service Provider's responsibility does not extend to the modem, router and other terminal connected to the access point, regardless of whether or not the Subscriber has procured them from the Service Provider. Notwithstanding the above, the Service Provider shall be liable to warranty and guarantee according to the rules of the civil law in respect of the terminals sold by it.

Considering that the Service Provider provides its stationary internet access service based on the contract signed with it's telecommunication partners, it is a condition for the rendering of the stationary internet access service that the Service Provider disclose the Subscriber's personal data and its representative's personal data to the Service Provider's telecommunication partners. The Subscriber consents to such disclosure of data and the processing of the disclosed personal data by the Service Provider's telecommunication partners. by ordering the Service.

If an ADSL subscriber access point needs to be installed, the installation of the service shall be performed by a subcontractor. In this case, I consent that Vodafone process my personal data and ...

#### 3.1.2.37. Alternative Roaming service

Subscriber may have access to alternative roaming services independently of Vodafone's roaming service in accordance with the relevant legislation, in the European Union Member States and in Liechtenstein, Norway, Switzerland, Iceland (hereinafter collectively referred to as the 'EEA') with the existing subscription and SIM card of the Subscriber, without the modification or replacement thereof.

Possible types of alternative roaming services:

- Alternative Data Roaming service:

- Subscribers may use the alternative data roaming services of mobile service provider of a destination country within the EEA, only in the country to which the particular data roaming offer applies.
- Any change to the direction of an alternative data roaming service provider or to Service Provider is free of charge; Subscriber may choose this option at any time.
- Any change to the direction of an alternative data roaming service provider or to Service Provider shall take place after a change of APN, from which date the alternative data roaming service provider shall be responsible for the provision of data roaming service.
- During the process of number porting, Service Provider shall not be responsible for the operation of the alternative data roaming service, because during the porting process the technical details of the Subscriber change, so after the implementation of porting, Subscriber must conclude an agreement with the alternative data roaming service provider.
- Detailed description of the steps to be taken by the customer for a switch to the direction of, or between alternative data roaming service providers:

Switch to the direction of alternative data roaming service providers: Subscriber establishes a subscriber relationship for use of alternative data roaming service with the alternative data roaming service provider; APN on the Subscriber's device must be changed to "einternet" APN setting; Subscriber must manually choose the network of alternative data roaming service provider in the destination country on his device. Subscriber with active Europe Daily Ticket service must cancel Europe Daily Ticket service after 20 August 2014, prior to the use of Alternative Data Roaming service.

Change back to the direction of Service Provider: Subscriber must restore the APN setting to original setting (preceding the shift to the direction of alternative data roaming service provider) on his device.

- Subscriber uses the service of the alternative data roaming service provider during the use of Alternative Data Roaming service, so he should consult the alternative data roaming service provider for any possible questions and complaints regarding the use of service.
- Alternative Roaming service (voice, data and SMS messaging services):
- Subscribers may have access to roaming service with an alternative roaming service provider contracted with Vodafone Magyarország Zrt. in the territory of the EEA. The current list of alternative roaming service providers contracted with Service Provider is published by Service Provider on its website.
  - Any change to the direction of alternative roaming service provider or to Service Provider is free of charge; Subscriber may choose this option at any time.
  - Change to the direction of alternative roaming service provider or to Service Provider shall be realized within 24 hours, roaming data supply will be suspended for a period of 2 hours chosen by Service Provider at its discretion.
  - If Subscriber uses Alternative Roaming Services and starts a number porting procedure in the meantime, his Alternative Roaming Services will be cancelled, and Subscriber may request Alternative Roaming Service again from the alternative roaming service provider after porting process.
  - A detailed description of steps to be taken by the customer for a switch to the direction of, or between alternative roaming service providers:

Switch to the direction of alternative roaming service providers: Service Provider provides an identification code to the Subscriber, which ensures Subscriber's identification between Service Provider and the alternative roaming service provider. Subscriber may request the identification code from Service Provider in the following way:

- Sending code 'ARSZ' to call number 1270 via an SMS message
- Through Online Self-care system: if Service Provider has a partner providing live alternative roaming service, Subscriber may request the identification code under a menu item created for this purpose at the Online Self-care interface. Service Provider will send the identification code to Subscriber via an SMS message.
- Requesting identification code via customer service, available at call number 1270.

Holding the identification code, Subscriber shall visit the chosen alternative roaming service provider, with whom he wishes to enter into a subscriber relationship for Alternative Roaming Services. More information will be provided by the alternative service provider to the Subscriber.

Change back to the direction of Service Provider: It shall take place automatically after termination of the contractual relationship between Subscriber and the alternative roaming service provider.

- Subscriber uses the service of alternative roaming service provider during the use of Alternative Roaming service, so first he should consult the alternative roaming service provider for any possible questions and complaints regarding the use of service.

### 3.1.2.38. Fixed-line number service

In the framework of the fixed-line number service, after assigning a fixed-line number to a mobile radiophone subscription, voice calls can be received at the fixed-line number, so that the call received at the fixed-line number is terminated on the mobile number following an unconditional transfer. In each case, we assign a new fixed-line number for our Subscribers, through which the Subscriber can receive calls. The fixed-line number is assigned from the primary area that corresponds to the address specified by the Subscriber, mainly to the address of the Subscriber's registered office and/or place of business. In case of outgoing calls, the mobile phone number is displayed in all cases as the caller. The Subscriber shall continue to be accessible through the fixed-line number prepaid by the Subscriber if its number porting and the transfer of the fixed-line subscription contract to the Service Provider are successful.

The area code of the fixed-line phone number must be the same as the area code associated with the geographical address of the Subscriber's registered office or local office.

Because of the particularities of the fixed-line phone service, it is a condition of the service that the Subscriber give his express consent to transferring his existing fixed-line number to Vodafone. Service Provider agrees to the fixed-line number upon the cancellation of the service (at Subscriber's relevant request, and provided that he can secure the geographical access point that belongs to the number) and to cooperate and actively facilitate the transfer to the Subscriber's name. In the course of using the service, the fixed-line numbers provided to our Subscribers cannot be transferred, they are property of the Service Provider. The Service Provider may deny the transfer if the Subscriber has a debt to the Service Provider in connection with any service it uses under this Subscription Contract.

In the case of using the fixed-line phone number service, the Service Provider provides a temporary fixed-line number to the Subscriber for the duration of the number porting process, which is replaced automatically with the ported fixed-line number if the number porting and transfer are successful.

The Subscriber is notified of the successful number porting and transfer in an SMS message and/or by email. If the porting of the fixed-line number is unsuccessful, the Subscriber continues to use the service via the temporary fixed-line number.

If the number porting request is rejected, the Service Provider notifies the cause of the rejection in an SMS or by phone.

If the Subscriber, as a result of number porting that was unsuccessful for any reason, wishes to terminate the Subscription Contract or the fixed-line phone number service, in each case it shall be a condition for the termination that the obligations undertaken at the time of contract-signing be fulfilled completely, including but not limited to the obligations relating to the device sold at discounted price, as undertaken in the statement signed by the Subscriber.

The Subscriber acknowledges and through its signature expressly accepts that because of the technical construction of the fixed-line phone number service, the operation of the fixed-line phone number is not compatible with the POS modem, alarm system connected to the landline, analogue phone or ISDN device or any other fixed phone service as a service that requires service accessible via a landline network (excluded services). If the Subscriber is currently using excluded services, after the number porting it will not be able to use them anymore.

If the Subscriber ports its previous fixed-line phone number and transfers it to the Service Provider so that it can continue to receive calls to its fixed-line phone number, and wishes to use it together with the Service Provider's fixed-line phone number tariff package, in this case the Subscriber acknowledges that the Subscriber may incur an obligation to pay liquidated damages or other fees to its previous service provider if the subscriber has any fixed-term (loyalty period) contract for the subscription to be transferred or geographical number to be ported, undertaken towards the previous service provider, that has not expired at the time when the transfer or porting was initiated. The Subscriber represents that it was informed also about the fact that its legal relationship for additional services associated with the geographical number or local loop (in particular: ADSL, CPS) i) will probably be terminated if the additional service is provided to the subscriber by the service provider providing the subscriber access, or (ii) will certainly be terminated if the additional service is provided to the subscriber by a third-party cooperating service provider which is not the service provider that provides the subscriber access.

If the service includes of airtime, which can be used for normal rate calls to landline (fixed-line) domestic phone networks.

The airtime minutes are billed in the same billing units as the billing unit of the tariff package. Any unused call minutes may not be carried over to the following month. After the airtime 1000 minutes have been exhausted, further calls, as well as all calls to other directions (from the beginning of the billing period) are invoiced according to the base rate and billing unit of the tariff package.

Vodafone provides the fixed-line number in collaboration with its telecommunication partners, thus the parties calling the Subscriber who prescribed for the service, upon calling the fixed-line number, will pay a fee that equals the charge of calls made to the telecommunication partners network calculated according to the rates of the caller's tariff package.

Upon the activation of the Fixed-line number, a new fixed-line number is allocated, through which the Subscriber can receive calls arriving to the fixed-line number.

The fixed-line number provided by Vodafone is not recorded in the phonebook or the directory.

It is strictly prohibited to use the service with devices that do not have their own display, speaker, microphone and keyboard, such as e.g. radiophone adapter. Use with such a device is possible solely with the Service Provider's prior written consent.

If the Subscriber moves from the specified geographical address (and therefore his address changes), this entails a modification in the geographical numbering area, i.e. a change in the area code. The Service Provider shall assign a new fixed-line number to it, and shall notify the Subscriber in an SMS and/or by email about this. In the above case, the number is changed free of charge.

If a Subscriber asks for a new fixed-line phone number for a reason other than that described above (moving), the charge of such change is identical with that of a standard number change for mobile phones specified in the General Terms and Conditions for Business.

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

If the Subscriber requests transfer of the subscription associated with its mobile phone number, the fixed-line number associated with the subscription may be replaced automatically, and the original fixed-line number may not be kept.

If the Subscriber cancels the service, or terminates his subscription relationship, the Service Provider shall no longer provide the fixed-line number to the Subscriber, either.

It is prohibited to use the SIM cards in mobile phone adapters. In case of violation of this prohibition, the Service Provider shall discontinue providing the option and the Subscriber shall not be entitled to reclaim the monthly charges already paid.

The fixed-line number service and Fax in e-mail service cannot be used with the same subscriber number.

### ***Fixed-line number service by keeping existing fixed-line number***

If the Subscriber intends to keep his existing fixed-line phone number, he may do so on the condition that he give his express consent to transferring his existing fixed-line number to Vodafone. Vodafone may deny the transfer if the Subscriber has outstanding debts payable to Vodafone.

The existing fixed-line number is ported from the current fixed-line service provider to the Service Provider's telecommunication partner based on the Subscriber's relevant authorization. If a fixed-line number is ported, first a new fixed-line number is assigned due to the technical features of the service. This fixed-line number is temporary, and after the successful number porting and the transfer of the subscription for the fixed-line number to the Service Provider, the Service Provider consents to using the fixed-line number. If the number porting or the transfer is unsuccessful, the fixed-line number service continues to be available at the temporary number and the failure does not give rise to right of termination.

The Subscriber is notified of the successful number porting and transfer in an SMS message sent to the contact phone number and/or via email sent to the contact email address provided by the Subscriber upon contract signing.

Vodafone agrees to the fixed-line number upon the cancellation of the service (at Subscriber's relevant request, and provided that he can secure the geographical access point that belongs to the number) and to cooperate and actively facilitate the transfer of the fixed-line telephone number to the Subscriber's name.

If the fixed-line subscription belonging to the fixed-line phone number to be ported includes ADSL service, then due to the nature of the fixed-line number service and that of the process for porting the related fixed-line number, the ADSL service may only be kept if the Subscriber buys the ADSL service from the Service Provider.

The Fixed-line number service belongs to the subscription in question and this assignment cannot be amended during the term of the contract.

Premium-, and special-rate numbers and numbers that are not part of the Public Telecommunications Network cannot be ported.

### ***Irodai (Office) tariff package***

The Office tariff package is a tariff package designed specifically for office use, its monthly charges include the closed group option and 200 minutes of domestic standard-rate calls to landline numbers. The tariff package may be used with the following terms and conditions:

- It requires the purchase of a Vodafone desk phone - the parties may agree to deviate from this rule - and it is not available with the purchase of a SIM card only;
- SIM cards purchased as part of the Office tariff package may be used solely with desk phones purchased from Vodafone;
- The number of SIM cards purchased as part of the Office tariff package may be no more than 10% of the Subscriber's business subscriptions;

### ***Vodafone Iroda 4G service package***

The Vodafone Iroda 4G service package is a tariff package designed specifically for office use, its monthly charges include 1200 minutes of domestic standard-rate calls to landline numbers and 12 GB of domestic data traffic that may be used via the data SIM card associated with the service package. The service package consists of two tariff packages, the Vodafone Iroda 4G and Vodafone Iroda MobilNet tariffs, which may be used only together, as part of the service package.

The tariff package may be purchased only by business subscribers. The tariff package may be used with the following terms and conditions:

- The Vodafone Office 4G service package is not available under an indefinite-term subscription contract, only with a fixed-term subscription contract for 24 months.
- The service package is not available with a SIM-only plan, both the Vodafone Iroda 4G and the Vodafone Iroda MobilNet packages require the purchase of a device
- SIM cards of the Vodafone Iroda 4G service package may be used only with devices purchased from Vodafone.
- The Subscriber undertakes an obligation that the number of mobile subscriptions will not fall below the number of cards undertaken in the Agreement, and Vodafone shall be entitled to check this fact at least once every half-year.
- If Subscriber terminates its Vodafone Iroda 4G or Vodafone Iroda MobilNet subscription contract, the related Vodafone Iroda MobilNet or Vodafone Iroda 4G subscription and the relevant Vodafone Iroda 4G service package are also terminated for the Subscriber.

### ***Services excluded for the technical limitations of the fixed-line number service***

Due to the technical implementation of the fixed-line number service, the following cannot be operated together with fixed-line number:

- POS modem connected to fixed line,
- alarm and remote monitoring service connected to fixed line,
- fax service used with fax machine connected to fixed line,
- analogue telephone,
- ISDN equipment,
- private branch exchange (PBX),
- CPS (carrier pre-selection) and
- other services that require stationary phone service as a service physically reachable via fixed-line network.

The same fixed-line phone number cannot be used to receive calls and fax messages simultaneously. If the Subscriber uses the fixed-line number he intends to port both for calling and sending faxes, then due to the nature of the fixed-line number service, he will be able to use the number either for calling or for faxing, based on his choice.



## ***Process characteristics of the fixed-line number service***

### *Changing the location of the Fixed-line number service*

Should the Subscriber wish to use the fixed-line number service at an address other than the one provided by him, this may result in the change of the fixed-line phone number. If the new address is located in an area with different geographical numbering, then the change of address will result in the change of the fixed-line number. In the latter case, the Service Provider will designate a new fixed-line number for the Subscriber, and notify the Subscriber of the new number in writing sent to the contact address provided upon ordering the service, or verbally, by calling the contact mobile number, or in SMS, or via email sent to the contact email address provided upon ordering the service. In the above case, the number is changed free of charge.

### *Cancelling the service*

If the Subscriber cancels the Fixed-line number service, or terminates his subscription relationship, Vodafone shall no longer provide the fixed-line number service to the Subscriber.

#### **3.1.2.39. Fax in email service**

The Fax in email service allows the Subscriber to receive fax calls without fax machine on a fixed-line number. Faxes are delivered to an email box provided by Vodafone. The e-mail account is an MS Exchange 2010 account to which a mobile fax number pertains, as well. Calls to the fixed-line are terminated on the mobile fax number following an unconditional transfer. In case of outgoing fax calls, the mobile number assigned to the box is displayed as the sender.

The email account service collects the Subscribers' fax messages and displays them in the mailbox. The service allows the Subscribers to manage their messages/faxes in their own mailbox

The conditions detailed in the section 3.1.2.38. above shall appropriately apply to the fixed-line number service used for the Fax in e-mail service.

In the case of using the Fax in e-mail service, Vodafone provides a temporary fixed-line number to the Subscriber for the duration of the number porting process, which is replaced automatically with the ported fixed-line number if the number porting and transfer are successful. The Subscriber is notified of the successful number porting and transfer in an SMS message and/or by email. If the porting of the fixed-line number is unsuccessful, the Subscriber continues to use the service via the temporary fixed-line number. If the number porting request is rejected, Vodafone notifies the cause of the rejection in an SMS or by phone.

If the Subscriber, as a result of number porting that was unsuccessful for any reason, wishes to terminate the Subscription Contract or the Fax in email service, in each case it shall be a condition for the termination that the obligations undertaken at the time of contract-signing be fulfilled completely, including but not limited to the obligations relating to the device sold at discounted price, as undertaken in the statement signed by the Subscriber.

If the Subscriber ports its previous fixed-line phone number and transfers it to Vodafone so that it can continue to receive fax messages to its fixed-line phone number, and wishes to use it together with Vodafone's Fax in email tariff package, then the Subscriber acknowledges that the Subscriber may incur an obligation to pay liquidated damages or other fees to its previous service provider if the subscriber has any fixed-term (loyalty period) contract for the subscription to be transferred or geographical number to be ported, undertaken towards the previous service provider, that has not expired at the time when the transfer or porting was initiated. The Subscriber represents that it was informed also about the fact that its legal relationship for additional services associated with the geographical number or local loop (in particular: ADSL, CPS) i) will probably be terminated if the additional service is provided to the subscriber by the service provider providing the subscriber access, or (ii) will certainly be terminated if the additional service is provided to the subscriber by a third-party cooperating service provider which is not the service provider that provides the subscriber access.

A separate mobile fax number also belongs to the email box provided by Vodafone. Calls to the fixed-line are terminated on the mobile fax number following an unconditional transfer. In case of outgoing fax calls, the mobile

number assigned to the box is displayed as the sender. The email box collects the fax messages and shows them in the email box provided by Vodafone. The service allows the Subscribers to manage their messages/faxes in the email box provided by Vodafone.

The Subscriber cannot transfer fax calls made to the fixed-line number to other phone numbers, and voice calls cannot be initiated within the framework of the service.

The same fixed-line phone number cannot be used to receive calls and fax messages simultaneously.

#### *The operation of the fax service*

##### *Receiving fax messages:*

The incoming fax message appears in the user's mailbox as an email message, whereas the original fax message is an attachment to the email. The attached document is delivered in tiff or pdf format.

Emails containing fax messages are managed the same way as conventional emails.

Upon sending a fax message, the mobile fax number of the sending Subscriber is always displayed at the recipient together with the sent message. The provisions of the GTC on Caller ID display and display barring – since it is a non-voice application – shall not apply to this service.

The Service Provider is not responsible for unauthorized third parties acquiring the secret password necessary for using this service, and thus third parties obtaining the Subscriber's personal correspondence. The Service Provider is only entitled to learn the content of the communication transmitted by the Service Provider, or by using its network to the extent necessary for providing the service. The Service Provider only assumes responsibility for the safety of its own network traffic. During the use of the Service, other persons may gain access to the Subscriber's information transmitted via the Internet, or the Subscriber may receive emails containing viruses, for which the Service Provider disclaims all responsibility whatsoever.

The Service Provider reserves the right to suspend, limit or terminate the provision of the service depending on the data or message traffic, or if the Subscriber uses the service so that it causes the partial or full interruption of the service provision, or substantially reduces or otherwise impairs its efficiency, or is likely to cause the above events.

It can be indicated in the emails sent by the electronic mailing system that the email is transmitted by using the Service Provider's present service.

The settings and data of the email messaging system may be lost during number change, tariff switch or migration.

The Service Provider is not responsible for the delivery of the fax sent, in particular, if:

- the recipient has a mobile radiophone or other technical device that does not support the receiving of these messages;
- the recipient is not familiar with the method of receiving the various message types (downloading, reading);
- the memory of recipient's mobile phone or other technical device is full and therefore the device or equipment is not able to receive new messages;
- the Subscriber does not read a message, or deletes it from the device without reading it;
- the sender has failed to provide the recipient's phone number, fax number or email address in the proper format;
- the message was sent to a non-existent phone number or email address;
- the delivery of the message was prevented by any other reason arising in the sending or receiving Subscriber's scope of interest;
- the recipient does not stay in the Service Provider's current coverage area.

The service can be used from Vodafone's foreign partner networks (if the user interface necessary to use the service is provided with the proper technical parameters in the partner network) the same way as in Vodafone's

own network, and roaming customers do not have to make any changes in comparison with the regular use of their phones.

If the Subscriber does not use the service for 60 days on any of the access points (web based log-in interface, or access from mobile device), then the service may be automatically deleted from the system without providing prior notice, which will result in losing the messages stored in the mailbox and the personal settings. Post-paid Subscribers can request the reactivation of the service at the Customer service centre.

The area code of the fixed-line phone number must be the same as the area code associated with the geographical address of the Subscriber's registered office or local office.

The Subscriber acknowledges and through its signature expressly accepts that because of the technical construction of the fixed-line phone number service, the operation of the fixed-line phone number is not associated with the POS modem, alarm system connected to the landline, analogue phone or ISDN device or any other fixed phone service as a service that requires service accessible via a landline network (excluded services). If the Subscriber is currently using excluded services, after the number porting and transfer it will not be able to use them anymore.

The fixed-line number provided by Vodafone is not recorded in the phonebook or the directory.

Voice calls may not be initiated as part of the service.

The monthly charges include 1000 minutes per month which may be used for sending fax messages to domestic standard-rate fixed-line networks. Unused minutes of a month cannot be carried over to the next month. These minutes may not be converted to voice calls or used for voice calls. The 1000 minutes are billed in the same billing units as the billing unit of the tariff package. After the 1000 minutes have been exhausted, further calls, as well as all calls to other directions (from the beginning of the billing period) are invoiced according to the base rate and billing unit of the tariff package.

Vodafone provides fixed-line numbers in cooperation with its telecommunication partners, thus the parties sending fax messages to the Vodafone Subscriber who subscribed for the service – when calling the fixed-line number – will pay the same fee as the fee for calls made to the telecommunication partner's network, calculated according to the rates of the caller's tariff package.

It is not possible to redirect calls received on the fixed-line phone number to another number.

If the Subscriber moves from the specified geographical address (and therefore his address changes), this entails a modification in the geographical numbering area, i.e. a change in the area code. Vodafone shall assign a new fixed-line number thereto, and shall notify the Subscriber in an SMS and/or by email about this. In the above case, the number is changed free of charge.

If the Subscriber – except for the case above (moving) – requests the change of the fixed-line number, the fee for the number change is the fee for the mobile number change specified in the General Terms and Conditions of Business.

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

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

If the Subscriber cancels the service, or terminates his subscription relationship, Vodafone shall no longer provide the fixed-line number to the Subscriber, either.

It is prohibited to use the SIM cards in mobile phone adapters. In case of violation of this prohibition, Vodafone shall discontinue providing the service and the Subscriber shall not be entitled to reclaim the monthly charges already paid.

We reserve the right to amend during service provision the specific technical implementation of providing the service.

The fixed-line number service and Fax in e-mail service cannot be used with the same subscriber number.

### ***Technical limitations of the Fax email service***

Due to the technical implementation of the Fax in email service, the excluded services detailed in section 3.1.2.39. may not be used in conjunction with fixed-line number service.

The Service Provider is not responsible for the delivery of the fax sent, in particular, if:

- the recipient has a mobile radiophone or other technical device that does not support the receiving of these messages;
- the recipient is not familiar with the method of receiving the various message types (downloading, reading);
- the memory of recipient's mobile phone or other technical device is full and therefore the device or equipment is not able to receive new messages;
- the Subscriber does not read a message, or deletes it from the device without reading it;
- the sender has failed to provide the recipient's phone number, fax number or email address in the correct format or the document to be sent as a fax message was not attached in the correct format;
- the message was sent to a non-existent call number or email address;
- the delivery of the message was prevented by any other reason arising in the sending or receiving Subscriber's scope of interest;
- in case of using mobile internet access, the recipient does not stay in the Service Provider's coverage area as applicable from time to time.

The Service Provider's responsibility extends to its own activity only.

The Service Provider bears no liability whatsoever for:

- the content of the transmitted messages, or their change or modification by the Subscriber or third parties;
- lost profit caused by faxes that have not been transmitted or have been transmitted late;
- successful sending or receipt of a fax message to an IP network;
- fax transmission problems occurring in the network of other electronic communications service providers.

The Service Provider reserves the right to amend during service provision the specific technical implementation of providing the service.

The Service Provider warns the Subscriber that the settings and data of the electronic mailing system may get lost in case of number change, tariff change or the amendment of the specific Subscription Contract.

### ***Deadlines for setting certain functions related to the Fixed-line Phone Number Service and for the commencement of such functions***

The Service setting is ordered in accordance with the information provided by the Service Provider, based on custom processes.

The Service Provider executes the changes requested in the services used via a fixed-line number, based on the order form used by the Service Provider for this purpose, sent by the Subscriber to the Service Provider, as follows, starting from the receipt of the request completed without anything missing:

- Delivery of device and SIM card;
- Activation of the Office tariff package service after delivery of the devices and SIM cards;
- Termination of the Office tariff package service;
- Ordering, change and deactivation of the Fixed-line phone number option, Fax in e-mail option and Fixed IP address service;
- Porting and transfer of an existing fixed-line number:
  - if the ADSL service provider is not changed at the terminal: within 15 days
  - if the ADSL service provider is also changed at the terminal, simultaneously with the porting: within 30 days
- if the ADSL service is ordered: within 15 days from the Client's form document, or at the Subscriber's request, at a later time indicated by the Subscriber in the Purchase order that exceeds the notification of request by more than 15 days but no later than 3 months or on the date specified by the Service Provider on the confirmation for technical reasons, based on the Subscriber's express acceptance of such date.
- ADSL service speed change: within 15 days following the signing of the relevant form.

#### ***Special rules for discontinuing the Fixed-line Number Service***

The Subscriber and the Service Provider are entitled to terminate the further use or further provision of the Service with immediate effect through a written notification sent to the other Party, if:

- (a) The other Party commits a material breach of contract and if it can be remedied, such remedy does not take place within 15 days following the receipt of a written notice of the default that presents it in detail, or, if it cannot be remedied, upon the receipt of the written notice of the default that presents it in detail; or
- (b) Any Party is under liquidation or bankruptcy proceedings or such proceedings are initiated against it or it becomes insolvent.
- (c) Use of the Service is not available for a longer time to Subscriber through the electronic communications network provided by the Service Provider.
- (d) The half-yearly inspection by the Service Provider shows that the number of the Subscriber's business subscriptions fell below the number of cards undertaken by the Subscriber.
- (e) The half-yearly inspection by the Service Provider shows that the proportion of the office tariff exceeds 10% of the number of the Subscriber's business subscriptions.
- (f) The Service Provider has substantial reasons to assume that the client is using the office tariff in a non-desk device.

#### **3.1.2.40. Vodafone private branch exchange service**

The Vodafone private branch exchange service ensures the customised professional handling of calls made to the mobile and fixed-line central numbers of the Small, Medium and Large Enterprise Subscriber (hereinafter, for the purpose of the Vodafone private branch exchange service specified in this section: Subscriber). Vodafone sets call directing as requested by the Subscriber, according to the possibilities of the Vodafone private branch exchange service. The condition for using the service is that the Subscriber must have at least one new or existing voice-based mobile phone service from Vodafone, which is necessary for setting up the central phone number.

The service is a virtual private exchange branch solution, which is implemented partly on devices operated by Vodafone and partly on third-party operated devices, and there is no private branch exchange (PBX) hardware at the Subscriber's site. In providing the Vodafone private branch exchange service, Vodafone may use the services of a third party.

System availability without downtimes caused by scheduled shutdowns: 99.25 %

The regular call establishment time in mobile networks also applies to calls between extensions within the private branch exchange. This may be longer than usual in the case of local PBX private branch exchanges.

The client's private branch exchange may be made compatible with IVR (interactive voice response), i.e. the calls made to the central number are received by the IVR and the call is further handled through the IVR.

### ***Chart of standard private branch exchange functions***

In the case of Vodafone Private Branch Exchange Service, certain elements of the service vary for Small Enterprise, Medium and Large Enterprise Subscribers. The differences in the service are included in the following table. If the table below or other provisions of the GTC do not show other deviations, the conditions of using the service are the same for Small Enterprise and for Medium and Large Enterprise Subscribers.

Other customised functions are available, as well, for Medium and Large Enterprise Subscribers. The Service Provider shall inform Subscribers about them upon request.

<b>Function</b>	<b>Definition</b>	<b>Vodafone Private Branch Exchange Service for Medium and Large Enterprise Subscribers</b>	<b>Small Enterprise Vodafone Private Branch Exchange Service</b>
<b>Main number of the private branch exchange</b>	The main number of the private branch exchange is a virtual mobile subscription, calling which the Vodafone private branch exchange can be reached. Several main numbers can be associated with the same private branch exchange, and a landline number can be assigned to the main number, as well.	Available	Available
<b>Number of extensions</b>	Number of extensions ringing from the private branch exchange. One mobile phone number pertains to one extension.	Unlimited	Max. 20 pieces
<b>Number of calling groups</b>	A calling group (group of administrators) is the whole of extensions (mobile subscriptions) pertaining to one group.	Available	Not available
<b>Calling group ringing logic</b>	Different ringing logics can be set for each calling group.	Available: parallel, linear, divided load	Available: parallel, linear
<b>Voice guidance – Greeting text</b>	Setting a personalised greeting text in Hungarian for incoming calls.	Available	Available
<b>Voice guidance – Other</b>	A goodbye message before disconnecting call or other informative message assigned to the IVR nodes, in Hungarian.	Available	Not available
<b>Connect to operator</b>	All incoming calls are directed to a specific extension.	Available	Not available
<b>One-level menu system</b>	Handling incoming calls with a one-level menu (using the 0-9, #, * keys, without submenus). From the one-level	Available	Available

	menu, calls are terminated in a calling group or voice guidance. Up to 5 menu points can be terminated in a calling group, and only an identical ringing sequence can be assigned to the calling groups connected to the menu system.		
<b>Multi-level menu system</b>	In the case of multi-level menu system, other menu systems can be set within the selected menu point.	Available	Not available
<b>Call transfer</b>	Manual transfer of a call connected to an operator to another extension. The function depends on the device.	Available	Available
<b>Working hours check</b>	Incoming calls are handled by the Vodafone PBX service based on the set timeframes. During working hours, the call rings, outside working hours, voice guidance will be heard. The timeframes defined for the various working days of the week cannot differ (weekends are treated as periods outside working hours, except when weekends are working weekends to compensate for long weekends granted by the state). One interval can be defined for one day. In the case of days that are non-working because of national holidays, the closed hours function will be set. Settings are the same for all calling groups, they cannot be set individually for each calling group. Settings can be changed no more than once a month.	Available	Available
<b>Special opening hours handling</b>	Handling of working Saturdays, working day reallocation, custom requirements. Various opening hours can be assigned to the various calling groups.	Available	Not available
<b>Queuing</b>	Call waiting, if unsuccessful or busy, custom ring can be played during this time (at extra cost), which can be set differently for each ringing group.	Available	Not available
<b>Custom waiting music</b>	Use of custom waiting music while waiting in queue. For rings outside the queue, in each case the default ring sound can be heard. It can be set differently for each ringing group.	Available	Not available
<b>Accessing extensions via the PBX with a short call number</b>	In calls incoming at the main number of the PBX, if the caller knows the short numbers, the call will go directly to the operator assigned to the short number.	Available	Not available
<b>Group to Group transfer</b>	If the ring to one calling group (which can include one or several extensions) is unsuccessful, the call can be automatically transferred to another calling group. It can be set differently for each calling group.	Available	Not available
<b>Training</b>	Vodafone PBX training at one of the customer's sites, one venue, one time, no more than 1.5 hours. Training topics: Demonstration of the Vodafone PBX system ordered and of the basic functions of the desktop devices. This does not cover: Commissioning, programming of desktop devices, or any individual training.	Available	Not available
<b>Missed call notification</b>	In the case of missed calls, the system sends a notification to the specified mobile number (70) and/or e-mail address. Up to 3 different mobile phone numbers and/or e-mail addresses can be set separately for each calling group.	Available	Not available
<b>PBX voicemail</b>	The voicemail function can be set for each calling group. The system sends a notification of voicemail messages received, and up to 3 phone numbers and/or e-mail addresses can be set for each group. The voice message can be played by calling a specific phone number and entering the group ID and PIN.	Available	Not available
<b>Call log interface</b>	An interface for following up on calls incoming in the PBX and call statistics.	Available	Available
<b>Short call numbers for calls between extensions</b>	Not a PBX function. If the plan of the subscriptions (extensions) includes a closed group option, calls can be started between the subscriptions pertaining to the same closed group, using a four-digit short call code.	Available	Not available
<b>Contact Center extension (operators logging out and in)</b>	The various extensions can set their own status as active/inactive, by calling a specific phone number. Extensions with inactive status set cannot be called via the PBX.	Available	Not available

	If all extensions in a group are logged out, either the Group to Group transfer must be requested or the call will be directed to the failure handling branch.		
<b>Voice recording</b>	In the case of calls incoming in the main number of the Vodafone PBX that are successfully connected to an extension, the call is recorded. The calls can be retrieved, replayed, exported on a web interface requiring two-level authentication, within the timeframe ordered.	Available	Available

The detailed description of PBX functions follows below.

### **Devices**

Electronic communication terminals used for the extensions of the Vodafone private branch exchange may only be mobile phones or desk mobile phones, no terminals with other technologies can be connected to the Vodafone private branch exchange. Vodafone reserves the right to restrict or terminate the service, after providing prior warning, if it is used for unintended purposes. If a subscriber wishes to use the service with a device not purchased from the Service Provider or purchased from the Service Provider for a different purpose, the Service Provider may guarantee the proper functioning of the service only after preliminary consultations and if the device is appropriate.

**mobile phone:** non-fixed electronic communications terminal suitable for using the mobile phone service specified in Section 3.1.1 of these GTC

**desk mobile phone:** desktop electronic communications terminal with a manual speaker that uses the Vodafone mobile phone network

**terminal with other technology:** e.g. analogue, ISDN, IP-based terminals

### **Central call number**

As part of the Vodafone private branch exchange service, the client may have one or more mobile or fixed-line central call numbers. As a central call number, the Medium and Large Enterprise Subscriber must have at least one new or existing voice-based mobile phone subscription from the Service Provider. The central call subscription can be used by Small Enterprise Subscribers as a new subscription; the service is not available via changing tariff packages. The particularity of the central call number Subscription Contract is that a SIM card is not issued to the Subscriber as a Subscriber access point associated with the central call number, and the central call number does not require (and it is not possible, either) that an electronic communications terminal be connected, because the Vodafone private branch exchange service is implemented through the server owned or operated by the Service Provider who acts on the basis of the Subscriber's order. The Service Provider advises the Subscriber that due to the nature of the service, it is not possible to initiate calls to mobile or fixed-line phone numbers from the central call number for the reasons above. The central call number can only receive calls.

Not only a mobile phone number, but also a fixed-line phone number can be used as a central call number. If the Subscriber wishes to indicate a fixed-line phone number as the central call number, it may be used for the Vodafone private branch exchange service through the Fixed-line number service, with the addition that if airtime minutes are associated with the fixed-line phone number – due to the particularities of the technical design of the service – it cannot be used. The terms and description of the Fixed-line number service are presented in Section 3.1.2.38. Moreover, the Service Provider advises the Subscriber that due to the nature of the service, if the Subscriber uses a fixed-line phone number as the central call number for a Vodafone private branch exchange, Vodafone shall not provide a SIM card for this service, either, electronic communications terminals cannot be connected in this case, either, and the fixed-line central call number can only receive calls, but not initiate them.

If the Subscriber wishes to indicate a fixed-line phone number as the central call number, it may be used for the Vodafone private branch exchange service through the Fixed-line number service, with the differences stated in the section of the GTC called Vodafone private branch exchange service.



The call capacity of the central call number (how many simultaneous calls the IVR can handle) is determined in case of Medium and Large Enterprise Subscribers by the number of IVR channels ordered by the client; in case of Small Enterprise Subscribers, it depends on the chosen tariff package.

If, for any reason (according to Section 5 of this GTC), the subscriptions of the Account Payer of the Private Branch Exchange Service is limited, it is not possible for the time of limitation to transfer calls coming in to the central call number to the extensions due to the technical implementation of the Service.

### ***Extensions***

Each extension pertaining to the Vodafone private branch exchange service has a mobile phone number associated therewith, which may be used only under a Subscription Contract for voice mobile phone services signed with the Service Provider, which – with the exceptions stated in this Section 3.1.2.40 – does not differ from the terms of the mobile phone service specified in Section 3.1.1 a) of these GTC. Thus, calls may be received or initiated from the phone number(s) assigned to the extension(s), making calls is independent from the Vodafone private branch exchange service.

Extensions that belong to the Vodafone private branch exchange may be ordered into ringing groups. The extensions of the private branch exchange that ring, but do not receive the call, will see a missed call on the device. In the case of outgoing calls, the extensions of the private branch exchange will show their own phone number to the called party. It is not possible to display a common call number assigned to a group of extensions.

In the case of Small Enterprise Subscribers, only not divisible tariff packages can be activated as extension.

### ***Calling extensions at a short call number***

4 or 5-digit short call numbers may be assigned to the extensions of the Vodafone private branch exchange, which ensures that the extensions of the private branch exchange can be called at the short call number, as well. In calls incoming at the main number of the PBX, if the caller knows the short numbers, the call will go directly to the operator assigned to the short number.

### ***Calling extensions at the fixed-line phone number***

The extension(s) pertaining to the Vodafone private branch exchange may be associated with a fixed-line number, as well, which may be used according to the terms set out in Section 3.1.2.38 on the Fixed-line phone number service, in exchange for the rate specified in the applicable list of rates. From a technical point of view, the fixed-line phone number functions according to the Vodafone Fixed-line phone number service. Calls may be received or initiated from the fixed-line phone number(s) assigned to the extension(s), making calls is independent from the Vodafone private branch exchange service. In the case of calls initiated from the extension(s) – if call number display is authorised – the called party will see the mobile phone number displayed.

### ***Calling extensions at the Vodafone mobile phone number, direct incoming calls***

The extension(s) pertaining to the Vodafone private branch exchange have their own mobile phone numbers, through which the extension(s) can be called directly either from the Vodafone network or from another network, and dialling the central call number is not necessary. However, the Service Provider advises the Subscriber that the Call Log listing the calls received by the IVR available on the page <https://www.vodafone.hu/alkozpont> only contains the calls that were received by the extension through the central call number.

### ***Voice mail***

A Basic Voice Mail or Professional Voice Mail service may be ordered for the extension(s), as well, according to the details of Section 3.1.2.2 Voice Mail of these GTC. The Subscriber defines in advance the extension(s) for which the voice mail service should be active.

If the extensions also have Professional Voice Mail service activated, the Service Provider ensures the possibility of leaving messages in accordance with the call rules set for the voice mail.

It is not possible to order a common voice mail for a certain group of extensions.

Using the voice mail is recommended only on extensions which are at the bottom of the ringing order, because in case a call is received by the voice mail of an extension which is in the middle of the ringing order, the ringing of the other extensions will not be possible even if ringing call rules are set for them.

### ***Handling calls***

Calls to the central call number(s) are directed by the Service Provider to the Vodafone private branch exchange set up for the Subscriber. The Subscriber may assign and receive the call according to the call tree requested by it and set by the Service Provider.

**Call tree:** Ringing path and logic of calls received by the central call number

Calls may be assigned according to several algorithms:

- Parallel ringing
- Linear ringing
- Load balancing ringing

In the case of parallel ringing, all extensions ring at the same time. Any extension that rings may receive the call, and then the call is established.

In the case of linear ringing, the extensions ring in a predefined order, and the system always starts the ringing on the first extension in the programmed order, regardless of whether or not it has already received a call.

The linear call assignment algorithm is recommended if the assistant ranking first in the programmed order is the most qualified one to answer to incoming questions.

In the case of load balancing ringing, incoming calls are allocated by the system to the individual extensions randomly. This call allocation algorithm is recommended when the assistants possess the same competence to answer the calls, and the Subscriber wishes to divide incoming calls among them with roughly the same load.

In the case of all the call assignment algorithms, if no extension answers the call, the call may be sent to the voice mail, if the Subscriber has subscribed for the Voice Mail service. In other cases, based on the Subscriber's choice, the caller may hear a ring echo or music on hold, or the call may even be disconnected.

If the calls coming in to the central call number come in to the private branch exchange with caller ID displayed, the assistants of the extensions that ring will see the caller's phone number, because the private branch exchange will forward it. The caller party's phone number is not visible only if the caller restricted the caller ID display (in this case, "hidden number" will be displayed), or if the extension called is connected to a roaming network (in this case, the central call number of the private branch exchange will be displayed on the extension).

Using call diversion and call notification is not recommended on any extension that is the member of any ringing group.

### ***Call transfer***

The call transfer function allows the subscriber to transfer the incoming call to a third party then leave the conversation without the call being disconnected. Use of the call transfer function requires a device compatible with call transferring, and call transferring, call holding and call waiting services must be activated on the subscription that initiates the transfer.

If the call is transferred, the Service Provider bills the charges determined according to the rates applicable to the tariff package of the subscription of that extension.

### ***Nem veszíték hívást (Not losing a call) option***

Owing to this service, it can happen that none of the extensions that ring receives the call during the call management ordered by Subscriber and set by the Service Provider. For this case, the Subscriber may specify a Vodafone mobile phone number that the Vodafone PBX will ring if the service is active for the Subscriber, and none of the rung extensions has received the call. When ordering the option, solely a mobile phone number of the Subscriber can be specified. The Service Provider will not check whether the subscription belongs to the Subscriber. Upon ordering the Service, Subscriber accepts that – apart from the technical setting performed by Service Provider – it shall assume full liability, including the transfer or expiration of the subscription, for the calls to the number set in the framework of the option. The mobile phone number set within the framework of the option is a subscription independent from the Private Branch Exchange Service, the operation of which is not limited by the Vodafone Private Branch Exchange Service. Service Provider provides the option according to those set forth in the List of Rates. Subscriber accepts that in case of call forwarding from the central number to the number set within the framework of the option, the calls initiated this way shall be considered outgoing calls, the traffic fee of which is determined by the tariff fees of the subscription set as central number.

### ***IVR (interactive voice response)***

With the IVR function, the calls coming in to the Subscriber's central call number/numbers are received by an automatic call manager.

**IVR:** interactive voice response, where the caller is greeted by voice guidance and to which a menu system can be assigned, as well, that allows navigation in the menu using the phone's push-buttons.

The voice guidance of the automatic voice manager and the IVR structure (menu structure) are determined by the Subscriber, the menu structure may vary according to the time of the day (IVR menu system within or outside working hours), and it may be set that certain phone numbers (VIP list) should be directed to a separate IVR menu system, as programmed in the call tree. The VIP list may contain no more than 10 mobile and fixed-line phone numbers. The appropriate functioning of the VIP list function requires that the call be received with caller ID displayed to the central call number.

Using the IVR, even several calls may be received simultaneously by the central call number, depending on the capacity of the IVR and the number of IVR channels ordered, and these calls are handled in the same time.

As part of the Small Enterprise Vodafone Private Branch Exchange Service, a one-level voice menu is available, with up to 5 menu points and the various calling groups will be assigned the same ringing sequence.

### ***Capacity of the IVR channel***

The capacity of calls incoming to the IVR depends on the number of IVR channels ordered by the Subscriber.

A call incoming to the IVR reserves the IVR capacity until an extension is connected, as follows: an incoming call reserves one (1) IVR channel until the central call number is connected and until the extension is reached from the central call number, i.e. a call incoming to the IVR occupies a total of one IVR channels during the conversation with the assistant.

### ***Contact centre function (Contact centre extension)***

When the contact centre function is used, the call is allocated to a certain assistant only if the assistant is logged in. The various extensions (assistants) may be logged in actively or passively.

In the active case, the assistant logs in by calling the number +36703806610: this announces to the Vodafone private branch exchange that he is available. (Logging out takes place by calling the same number.)

In the passive case, the various extensions (assistants) are logged in and out automatically, according to a predefined rule, in the working order (on-duty order), i.e. with this function it can be set, with respect to the extensions of the private branch exchange, which extensions would ring according to a working order predefined by the Subscriber in the case of an incoming call.

### ***Voice guidance***

Voice guidance is a voice message assigned to the central call number of the private branch exchange and/or the IVR nodes, which can be a greeting that can be heard when a call is received, a goodbye message before the call is disconnected or an informative message.

The Subscriber may request the change of the voice guidance for a one-time fee, at the Vodafone Customer Service (Medium and Large Enterprise Subscribers: by email to [corporate.hu@vodafone.com](mailto:corporate.hu@vodafone.com) or calling 1788 which is toll-free if called within the network from within the country; Small Enterprise Subscribers: by email to [ugyfelszolgalat@vodafone.com](mailto:ugyfelszolgalat@vodafone.com) or calling 1270 which is toll-free if called within the network from within the country).

The Subscriber shall be responsible exclusively for the content of the IVR voice file, in particular, but not limited to, its copyright-related aspects, and the Subscriber is obliged to indemnify Vodafone fully against any damages incurred through non-compliance with them.

### ***Custom waiting music***

If the client wishes to set up a waiting line while its assistants are busy, music-on-hold offered by the Service Provider may be played to the callers waiting on the assistants. If the Service Provider allows the Subscriber to choose its own Custom waiting music, the Subscriber shall be responsible exclusively for its content, in particular, but not limited to, its copyright-related aspects, and the Subscriber is obliged to indemnify Vodafone fully against any damages incurred through non-compliance with them. For replacing the voice file, the Service Provider charges the fee specified in Annex 1 List of Rates of the applicable GTC for Business.

### ***Call log***

Based on the Subscriber's order, the Service Provider ensures that the system prepares a call log of the calls received by the central call number of the private branch exchange and that the Subscriber can access the reports created on the basis of the call log, through the webpage provided by Vodafone (<https://alkozpont.vodafone.hu>). The call log only contains calls received within no more than 1 year. The interface can be accessed via an encrypted connection (HTTPS), using an individual username. The call log may be queried based on interval or assistant code.

For the registration on the call log interface Service Provider uses the data of the technical contact person specified in the course of the conclusion of the contract, the user name is generated from this data and the user name and password will be sent using the contact information provided during contracting.

#### ***Interval-based call log:***

Itemised call list: list that can be filtered by period and phone number

Call summary: list that can be filtered by period and phone number, broken down by day and month

Heat map: the call traffic going through the IVR nodes, filtered by a certain period, broken down by day and month

#### *Assistant code-based call log:*

Assistant call log: time spent in call, total number of calls grouped by assistant, filtered by period, broken down by day and month

The Service Provider advises the Subscriber that aggregated data (e.g. heat map) can be accessed by exporting the data on the Call Log screen (into .xls or .csv formats) and then processing it in the Excel application. The Service Provider provides a manual to the Call Log screen.

### **Voice Recording Service**

Voice Recording is a service related to the Vodafone private branch exchange, implementing the recording of calls received by the Subscriber at the central call numbers belonging to the private branch exchange.

The service does not require a remote voice recording server, as the voice recording and the storage of recorded voice recordings is performed by the own servers of the Service Provider.

Calls coming in to the central call number of the Vodafone private branch exchange are received by an interactive voice response (IVR) menu, and directed to an administrator (extension) according to the settings in the menu system. The caller hears a greeting message, and is informed that his/her conversation with the administrator will be recorded. Then, the caller can decide whether to continue or cancel the call. Voice recording starts when the administrator answers the call.

The Subscriber can select for which central call numbers of the private branch exchange voice recording shall be set. Calls are recorded from 0 to 24 hours; this setting cannot be changed.

Voice recording is possible only for calls received at the central call numbers of the Vodafone private branch exchange. The recording of calls initiated from extensions or made directly to extensions of the private branch exchange is not possible.

The recorded voice recordings can be listened to, downloaded and exported for the last 6 months through the web interface provided by the Service Provider ([https:// hangrogzites.vodafone.hu](https://hangrogzites.vodafone.hu)). Voice recordings older than 6 months are automatically deleted by default. The recorded files are available in the MP3 format (encrypted, after entering the key without encryption). The search interface displays a list of a maximum 500 results. If there are more results than that, the search criteria need to be narrowed.

If the Subscriber orders it, the Service Provider can provide the storage of recorded calls in excess of 6 months. Its price is stated in the applicable List of Rates and is available solely to Medium and Large Enterprise customers.

Due to the technical implementation of the service, upon the expiry of the period undertaken by the Service Provider for the storage of recorded calls, the calls stored for the Subscriber are deleted simultaneously, irrespective of whether any subscription or subscriptions involving call recording has or have been terminated by the Subscriber earlier.

Access to the web interface requires authorisation, which is single-level by default: here, the Subscriber can access (listen to, download) all calls belonging to it for the last 6 months.

In the case of Medium and Large Enterprise Subscribers, multi-level access rights can be ordered for the internet interface. The fee payable for it is included in the current List of Rates. Multi-level authorisation means that the Subscriber can request authorisation to access and listen to the recorded calls at 3 different organisational levels:

1. those having "administrator" authorisation have access to all recorded calls belonging to the Subscriber
2. those having "group leader" authorisation have access to all recorded calls of the subscriptions belonging to the PBX ringing group set up for the Subscriber

3. those having "group member" authorisation have access to all recorded calls of the subscriptions belonging to the PBX ringing group set up for the Subscriber.

The following requirements shall be met for playing the recorded voice recordings, the provision of which shall be the responsibility of the Subscriber:

- Internet connection
- A personal computer (PC) configuration and an Internet browser
  - capable of HTML5
  - capable of playing MP3 files on the given operating system
  - and enough available processor and memory resources allowing the browser to decrypt and process the call. The amount of required resources depends on the browser, the operating system and the length of the voice recording.
- Supported operating systems:
  - Windows 7 SP1 x86/x86-64
  - Windows 10 x86/x86-64
- Recommended minimum hardware requirements: 2 GB of memory, Intel i3 or higher CPU
- Supported browsers:
  - Google Chrome 60.0+
  - Mozilla Firefox 55.0+
  - Microsoft Edge 40.15063+

The maximum voice recording length supported for playback in a browser is: 2 hours. Longer voice recordings should be downloaded and (after decrypting as necessary) listened to using a media player application. The maximum call length supported for recording is: 8 hours.

### **Bulk download**

Maximum 500 calls can be selected simultaneously for bulk download, defined by a search criterion (start-end dates or calling-called telephone numbers).

- At the system level only 1 bulk download request can be running at a time, in whatever state it is (preparation, queuing, in progress, waiting for download).
- A new request can be started only if no other request is in progress, or the previous request has been cleared. The previous request needs to be cleared even if the files have been downloaded successfully.
- A bulk download can be downloaded within 1 week from its preparation, after that it is automatically deleted (only the packaged file, the calls are retained).
- The voice recording system processes the requests continuously in the order of receipt.

### **Data processing, data security, privacy statement**

Vodafone advises the Subscriber that the Subscriber, in the course of using the Service, may become a data controller of the personal data of end users (e.g. assistants) as defined in Act CXII of 2011 on Informational Self-determination and Freedom of Information (hereinafter: Info Act), and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter: GDPR); in this case the data processing must conform to the GDPR, in particular the requirements of data processing limited to purpose, necessity, and proportionality.

Any personal data about the employee from the mobile or desk mobile phones used by employees for work (and from the SIM cards used with these) may be obtained lawfully outside the working hours only with the employee's prior consent.

Using this service, a Subscriber is entitled to view the personal data only with respect to SIM cards whose users have previously given their written consent to this, with consideration to the provisions of Act C of 2003 on Electronic Communications. Permission is given in writing by the user by signing a properly completed user declaration. The Subscriber is responsible for obtaining the preliminary permission from the users. In its Subscription Contract, by signing it, the Subscriber agrees that this personal data related to the Vodafone private branch exchange service may be managed by Vodafone exclusively in order to provide the service – in accordance with the applicable regulations regarding data protection and data processing – to an extent and as long as it is necessary for providing the service. Also, the Subscriber shall make sure that the User's consent to the processing of this data by Vodafone is available. If the person of the User changes, the Subscriber must obtain the consent mentioned in this Section from these users as well. Unless the Subscriber and the User is the same person, the Subscriber shall send the declarations made to Vodafone at its request within 5 calendar days of such request. Unless the Subscriber presents this consent within 5 calendar days or if it is inappropriate, Vodafone shall be entitled to limit or suspend the Subscriber's access to the personal data or to limit the service, or to terminate the Subscription Contract for a reason arising within the subscriber's sphere of interest. The Subscriber is fully responsible for any failure to meet this obligation or any failure to meet this obligation in accordance with the contract. In the case of any complaint, request from the authorities, or judicial proceedings stemming from any departure from the above, it is the Subscriber's responsibility to prove that it acted in accordance with the above.

Even if it is suspected that this service is used in a way violating the contract or in any unlawful manner, Vodafone is entitled to limit or suspend access to personal data or the Vodafone PBX service, or terminate the service or the Subscription Contract for a reason arising in the subscriber's sphere of interest.

While not limiting Vodafone's right mentioned above, if the complainant (the user) makes misuse of his or her personal data probable by presenting to Vodafone the original copy of the police report it has submitted, Vodafone will limit the probable access by the Subscriber to such personal data within 48 hours.

The Subscriber is obliged to inform end users and the system administrator about the data protection regulations of this GTC, and the requirements according to the effective data protection laws, and about the fact that the Subscriber, even via its system administrator, may become a data controller of personal and sensitive data and may come into possession of such data. In particular, the Subscriber is obliged to draw the system administrator's attention to the fact that it must fully comply with data protection laws during the use of the Service. Liability for the consequences of failure to provide this information or violation of the data protection laws by Subscriber or its system administrator shall be borne exclusively by the Subscriber, and Vodafone does not assume any liability therefor, Subscriber exonerates Vodafone from such consequences that may have been enforced against it.

The Subscriber is obliged, upon the relevant written request of Vodafone, to make available to Vodafone any data in its possession that Vodafone needs for business analysis purposes or based on a requirement of the law or authorities, and whose disclosure does not violate the rights of third parties. The Subscriber is obliged to disclose to Vodafone any data it classifies as secret or confidential only if Vodafone needs it in accordance with a requirement of the law or authorities.

While providing the service, Vodafone will use the personal data of Subscribers and Users only to meet its obligations contained in these General Terms and Conditions and the Subscription Contract as well as other obligations required by law, and, with the Subscriber's consent, for its own marketing activities, direct marketing, market research and for Subscriber's information by way of telephone or any other electronic means of communication (e.g. SMS/MMS messages, email), via an automatic calling machine or by post. To render the private branch exchange service (regardless of whether the call log service is used), Vodafone collects call data generated in the private branch exchange.

In matters not regulated in this section or in the Subscription Contract, Annex 3 of the General Terms and Conditions of Business shall apply.

Furthermore, Vodafone advises the Subscriber that the Subscriber's use of the Service may be considered an electronic commerce service as specified in Section 2 (a) of Act CVIII of 2001 on Certain Aspects of Electronic

Commerce and Information Society Services. The Service provided by Vodafone, in this regard, is considered as simple data transmission, as a result of which the primary responsible for any damages caused by the content of the service provided by the Subscriber shall be the Subscriber, while Vodafone is responsible only as an intermediary service provider under Sections 7 and 8 of the Act mentioned in this paragraph. Vodafone, in order to be exonerated of indemnification claims raised against it, is entitled to take the measures laid down in the aforementioned Act, and if Vodafone does take these measures according to the conditions specified by the law, the Subscriber shall not be entitled to raise any claims against it on any grounds.

If the person of the Subscriber changes (transfer of ownership), the Subscriber undertakes to save for itself the voice recordings recorded and stored by the Service Provider in all cases by the date of the transfer of ownership the latest. Otherwise, it acknowledges that, simultaneously with the transfer of ownership, the Service Provider will delete the voice recordings recorded and stored by it and belonging to the Subscriber.

### **Service Provider's undertaking of responsibility and rights**

The Service Provider's responsibility extends to its own activity only. Service Provider bears no liability whatsoever for the content of the transmitted calls, voice messages or IVR voice files, or its change or modification by the Subscriber or third parties.

If it is suspected that the Subscriber uses the service in a way that is inconsistent with the contract or in any unlawful manner, Vodafone is entitled to limit or suspend the PBX service, or to terminate the service or the Subscription Contract on grounds arising within the subscriber's sphere of interest.

### **Customer Service**

The Medium and Large Enterprise Subscriber may report its requests and questions relating to the Service and requests for the modification of this service or change of data through Vodafone's Key Accounts Customer Service. The customer service may be contacted by email to [corporate.hu@vodafone.com](mailto:corporate.hu@vodafone.com) or calling 1788, which is toll-free if called within the network from within the country.

The Small Enterprise Subscriber may report its requests and questions relating to the Service and requests for the modification of this service or change of data through Vodafone's Central Customer Service. The contact details of the customer service are included in Section 1.2 of this GTC.

The Medium and Large Enterprise Subscriber may notify its request for change relating to the Vodafone PBX service by completing the Order form provided by the Service Provider and sending it to the Service Provider according to the Individual Subscription Contract. The Order signed by the Subscriber forms an integral part of the Specific Subscription Contract; by signing or electronically making the Order, the Subscriber agrees that the obligations included therein are binding upon itself, in accordance with the terms of the Specific Subscription Contract.

### **Service Navigator (self-service platform):**

Service Navigator is Vodafone's proprietary software application accessible via the Internet, that provides access for the Technical contact person specified by the Subscriber to report any service-related modification requests and errors in relation to the Vodafone private branch exchange service.

This interface can be accessed via an encrypted (HTTPS) connection with an individual user name and password via the <https://connectivity.vodafone.hu> Internet address.

In Service Navigator, the Technical contact person specified by the Subscriber can view all related and already established Vodafone PBXs.

In Service Navigator, the Technical contact person specified by the Subscriber can record any service-related modification requests and may report any operational errors in relation to the Vodafone PBX. The reports are



accepted by Service Provider with 24/7 availability, and they will be investigated as well as the modification requests will be fulfilled within the time limit laid down in the GTC.

In Service Navigator you can see:

- in map view: the individual sites where Vodafone uses private branch exchange services
- the technical contact information provided by the Subscriber and registered by the Service Provider

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 exclusively to the Subscriber. The Subscriber waives any claims against the Service Provider in cases where unauthorised third parties become aware of such access details.

### **Activation, duration of the service**

The Vodafone Private Branch Exchange Service is activated within 30 days from the receipt of the relevant fully completed Service Order Forms for Medium and Large Enterprise Customers. If after assessing the technical conditions Vodafone considers that a period longer than 30 days is required for the performance of the activation, it shall notify the Subscriber of the time limit for the performance of the activation by electronic mail, who shall expressly accept this condition.

The activation of Vodafone Private Branch Exchange Service for Small Enterprise Subscribers with new fixed-line or mobile central numbers takes place within 15 days following the signature of the Agreement at the latest.

If Subscriber orders the central number together with mobile or fixed-line number porting, the ported number may be used after the number porting have been performed. The terms and detailed description of mobile phone number porting are contained in Annex 2 of the Business GTC; while further information about fixed-line number porting can be found in Section 3.1.2.38 of the Business GTC.

### **Suspension, interruption, restriction**

If an interruption in the central call number of the Vodafone private branch exchange service ordered by the Subscriber causes a limitation in its outgoing traffic, it is not possible to receive calls to the PBX extensions through the central call number.

Unless the Subscriber presents the Data Protection consent within 5 calendar days upon Vodafone's request or if it is inadequate, Vodafone shall be entitled to limit or suspend the Subscriber's access to the personal data or to limit or terminate the service, or to terminate the Subscription Contract on grounds arising within the subscriber's sphere of interest.

Even if it is suspected that this service is used in a way violating the contract or in any unlawful manner, Vodafone is entitled to limit or suspend access to personal data or the Vodafone PBX service, or terminate the service or the Subscription Contract for a reason arising in the subscriber's sphere of interest.

While not limiting Vodafone's right mentioned above, if the complainant (the user) makes misuse of his or her personal data probable by presenting to Vodafone the original copy of the police report it has submitted, Vodafone will limit the probable access by the Subscriber to such personal data within 48 hours.

### **Termination of the Vodafone private branch exchange service**

The Subscriber is entitled to terminate this Vodafone private branch exchange service any time with a notice of 8 days, which by itself does not mean termination of the subscription contracts relating to the mobile phone service associated with the allocated central call number and extensions. If the Subscriber's Vodafone private branch exchange service discontinues while its existing Subscription Contract associated with the central call number of the private branch exchange survives, Vodafone shall provide a SIM card for its use to Subscriber, based on the tariff package chosen by the Subscriber according to the applicable List of Rates. If the Subscriber has used a

fixed-line phone number (as well) as a central call number, the calls to the fixed-line phone number will be completed at the mobile phone number pertaining to the aforementioned subscription.

If the Subscriber's subscription contract for the central call number is terminated, Vodafone cannot provide the private branch exchange service, either, therefore the Subscriber's PBX service shall also be terminated at the same time.

Vodafone reserves the right to delete any call log data from the system immediately and without notifying the Subscriber if any abuse is suspected.

### **Tariffs**

The tariffs for the service are contained by the Agreement for the use of services, made between the subscriber and the Service Provider, and Section 3.18 of Annex 1 - List of Rates to these GTC for Business.

### **Miscellaneous provisions**

Vodafone's private branch exchange service shall be governed, with the differences laid down in this Section 3.1.2.40, by the other provisions of the GTC for Business.

#### 3.1.2.41. Telemetry Service

This is a service provided in relation to M2M communication, enabling remote data transmission, remote measurement and control, which is established exclusively between machines, devices and sensors, not requiring external (human) interference or taking place in a closed connection, referring to a wireless communication system implemented via a mobile network. This includes the sale of SIM cards in order to establish M2M communication and the sale and operation of complex business solutions based on M2M communication realised by the Service Provider.

Open Access Point Name (APN): The Internet access channel settings on the Vodafone side allow the devices to be located at the user end points to freely access the public (open) Internet.

Closed Access Point Name (APN): The Internet access channel settings on the Vodafone side do not allow the devices located at the user end points to freely access the public (open) Internet; they can only access the non-public (closed) network or IP addresses set up specifically for use.

In the case of the Telemetria tariff packages mobile purchase, calls to premium rate numbers and the origination of premium rate SMS messages are prohibited by default.

##### 3.1.2.41.1. Telemetry (Internet of Things - IoT) service for business subscribers

The Telemetry (IoT) service enables the communication of devices, equipment and sensors in closed connection for business customers with Open APN setting using a mobile Internet network. The Telemetry (IoT) service is aimed at the sale of SIM cards in order to establish M2M communication for business subscribers. The tariff packages created for business customers for the Telemetry (IoT) service according to the data transmission requirements of these devices with access to the mobile Internet network through an open network access point (APN) are included in Annex 1: List of Business Rates of the Business Terms and Conditions.

##### 3.1.2.41.2. Vodafone ReadyFleet

Vodafone's ReadyFleet vehicle and vehicle fleet tracking and management service (hereinafter referred to as ReadyFleet) is available under the Subscription Agreement made between the Subscriber and the Service Provider.

##### 3.1.2.41.2.1. Description and use of the Vodafone ReadyFleet

During the provision of ReadyFleet, the Service Provider employs GPSmart Kft. (head office: H-1213 Budapest, Juharos u. 29. Hungary, Company Registration Number: 01-09-717502, Tax Number: 13075802-2-43) as an intermediary (hereinafter referred to as the "Subcontractor"). In the course of providing ReadyFleet service, a Telemetry tracking device connected to the mobile Internet network of the Service Provider with a closed APN setting is installed in the vehicle indicated by the Subscriber.

ReadyFleet fee includes: system usage fee (data processing), and the fee for the GSM SIM card installed in the tracking device and 100 MB of monthly data volume contained therein, which enables the communication of the Telemetry device. In GPRS mode, the service provides 0-24 hours of online communication according to the quality indicators defined in section 4 of these GTC.

##### 3.1.2.41.2.2. GENERAL DESCRIPTION OF THE SERVICE:

The electronic remote monitoring of the monitored vehicle applies to the territory of Hungary and Europe. The Subcontractor operates the vehicle logistics system called GPSmart, which can determine the geographical position, speed, direction of travel of the monitored vehicle with high accuracy anywhere in the coverage area in Hungary and Europe, according to the service requested. In case of queries, the in-vehicle device notifies the GPSmart server supervising the system working with 24-hour continuous operation in Hungary via the GSM system. The device installed in the vehicle collects signals detected by the vehicle and transmits them to the server centre. The Subcontractor agrees to save the information received in its server centre to the storage space established for the Customer and stores the same in an accessible way 24 hours a day. Data older than 360 days will be archived by the Subcontractor, which will be made available any time at the request of the

Customer. A vehicle monitored in the context ReadyFleet service shall be the vehicle in which the Subcontractor or the agent of the Subcontractor installs the Telemetry tracking device.

Warranty ceases if the device is lost or its protective area is damaged. The Subscriber is obliged to notify Vodafone's subcontractor of the vehicle service date, so that it can conduct its own battery test in the course of the service. The Subscriber is obliged to report any defect of the Telemetry Device(s) immediately to the e-mail address provided by Vodafone's subcontractor for reporting defects ([iroda@gpsmart.hu](mailto:iroda@gpsmart.hu)), or to Vodafone's phone number for reporting defects (+36 70 646 6000) and following prior consultation with the subcontractor, to have it repaired at the place indicated by it. Any legal consequences borne by Vodafone shall arise after the report has been made by the Subscriber. Warranty only applies to the Telemetry Device(s) if the Subscriber complies with the intended use required by Vodafone; this means that Vodafone shall not be liable for any defects occurring for reasons attributable to the Subscriber as a result of use for unpermitted purposes. Vodafone and Subscriber agree that Vodafone only accepts liability for damages arising from defects of the Telemetry Device(s) after prior technical inspection and consultation, with the Parties' agreement. To enforce this, following the occurrence of the damage and prior to commencing the repair, the problem must be reported to the subcontractor and the subcontractor's representative must be given a possibility to ascertain the nature of the defect in a technical inspection, and to conduct the repair. The Subcontractor performs post-warranty repairs or those within the warranty period but not covered by warranty, at the price specified in Articles 2.1.12.2. and 2.1.12.3. of the List of Rates attached to the GTC of Business. For the duration of repairing defects under warranty, Vodafone provides a device on loan that offers similar services, and the Subscriber shall bear material liability for such device. Vodafone fulfils its warranty obligations via the service network of Vodafone's Subcontractor

#### 3.1.2.41.2.3. ASSUMED SERVICES:

Continuous monitoring of the position of the monitored vehicle 0-24 hours and transmitting this data to the server centre. Continuous control of the speed, road direction, stops and starts of the monitored vehicle and the status of the sensors supervised by the installed unit.

#### 3.1.2.41.2.4. LIMITS OF LIABILITY OF THE CONTRACTING PARTIES:

The Subscriber acknowledges that the remote monitoring service will only work and will only be met if communication and telecommunication routes to ensure remote signalling are operational. The Service Provider shall not be liable for signal failure due to problems of telecommunications services. Disruption in the operation of the GPS satellites, service outage shall exclude the Service Provider's liability. The Subscriber acknowledges that the communication between the in-vehicle Telemetry device and the server centre is realised via the GSM mobile phone network. Hungary and Europe are not fully covered by mobile operators; if an information request occurs in an uncovered or inadequately covered area, the Service Provider shall not be liable for the transmission of requests for information and, therefore, the Service Provider cannot be held liable. The lack of GSM signal strength (e.g. if the car is parked in an underground garage) excludes the liability of the Service Provider. The Subscriber agrees to precisely provide the data required for the contract, inform the persons to be notified and the contact persons about the service, and immediately notify in writing the Service Provider of any changes to the data. A condition for the assumption of responsibility on the Service provider's side is the payment of due monitoring fees payable by the Subscriber within the time limit. The Service Provider is not liable for any malfunctions that occur for reasons attributable to the Customer. The Service Provider excludes liability for any harm that is clearly attributable to a third party, in which case the actual damaging party will be responsible for the damage. The Subscriber shall be obliged and liable to use the installed system according to its intended purpose in accordance with the instructions for use issued, and keep it in continual working condition according to the technical parameters indicated by the Subcontractor. The Subscriber is also responsible for all the damage that is made to the Telemetry equipment subject to the Subscription Agreement as a result of intervention by unauthorised persons except for the Subcontractor's specialists, such case being the dismantling of the device in any way, improperly or not performed by a partner service - in these cases, the warranty is void. The Service Provider may suspend the services as set out in the Subscription Agreement if the monitored vehicle has been ruined by fire or other natural disaster or catastrophe, or impaired to the extent that the continuation of the service is impractical. In case any of these conditions occurs, the Subscriber shall notify the Service Provider and/or Subcontractor immediately, but not later than within 24 hours. During the suspension the

Subscriber is not obliged to pay a fee. In case of any damage caused by force majeure, failure in using the system shall not entail the Service Provider's liability.

#### 3.1.2.41.2.5. DATA SECURITY AND DATA PROTECTION

The Service Provider provide information on the system and the data solely for persons and implement changes at the request of and provides assistance to persons that are marked as contacts in the Subscription Agreement. The Subscriber undertakes to notify the Service Provider in writing of the change in the data provided in the Agreement (passwords, contact person, new vehicles, etc.) simultaneously with the occurrence of the change.

In terms of the personal data of the user of the monitored vehicle (including positioning data), the Subscriber will become a data controller. Data processing has to meet the requirements for purpose, necessity and proportionality. The voluntary and express agreement of the user of the monitored vehicle is necessary for data processing. Data processing should make it possible for the data subject to dispose of the data relative to them, including to become acquainted with, rectify, and erase the data or to suspend or prohibit data collection.

A tracking system installed into vehicles used by the employees to perform work may transfer data lawfully on the employee in a period outside working hours only with the employee's prior consent.

The Subscriber is responsible that the consent of the user of the monitored vehicle is continuously available and for an unlawful use of the service resulting from a lack of a suitable consent or otherwise towards the Service Provider, the user of the monitored vehicle, and third parties. The Subscriber shall assume responsibility towards the user of the monitored vehicle and before the courts and authorities, and shall compensate the Service Provider for the entire damage it suffered as well as the costs and any fines incurred.

The Subscriber agrees to comply with the applicable legislation on data protection as amended from time to time. The Subscriber expressly states that it is aware of applicable regulations on data protection and assumes responsibility for complying with them.

Personal data processing shall be governed by Annex 3 to the General Terms and Conditions. The Subscriber also states that, taking into consideration the provisions of Act C of 2003 on electronic communications, it is in possession of the expressed written or electronic consent from the current user of the monitored vehicle as described in this Section (the User's declaration) for the SIM cards in respect of which Vodafone has begun providing the ReadyFleet service. If the person of the user of the monitored vehicle changes, the Subscriber must obtain the consent mentioned in this Section from these users as well. The Subscriber shall present the signed or electronically made declarations at Vodafone's request within 5 calendar days of such request. Unless the Subscriber presents this consent within 5 calendar days or if it is inappropriate, Vodafone shall be entitled to limit or cancel the service. The Subscriber is fully responsible for any failure to meet this obligation or any failure to meet this obligation in accordance with the contract.

The Subscriber is obliged to inform end users and all data subjects about the data protection standards of this GTC as well as about the requirements complying with the effective data protection laws, and about the fact that the Subscriber, even via its employees, may become a data controller of personal data and may come into possession of such data. In particular, Subscriber is obliged to draw the users' attention to the fact that they shall fully comply with the data protection laws during the use of the Service.

Liability for the consequences of failure to provide this information or violation of the data protection laws by Subscriber or users shall be borne exclusively by the Subscriber, and Vodafone does not assume any liability therefor, Subscriber exonerates Vodafone from such consequences that may have been enforced against it.

Vodafone reserves the right to delete any positioning data from the system immediately and without notifying the Subscriber if any abuse is suspected.

#### 3.1.2.41.2.6. EXTRAORDINARY AND PERIODIC TECHNICAL REVIEW

If the monitored vehicle breaks down or is damaged for any reason, and this failure may affect the installed Telemetry device (crash, power supply failure, etc.), the Subscriber shall immediately notify the Subcontractor in writing in order to have an extraordinary review, who will try to test and control the system remotely. If the result of this control is not satisfactory, the Subcontractor may request out of turn a review of the vehicle by phone or in writing regarding the operation of the system. The lack of an extraordinary review excludes the Service Provider's liability. If the monitored vehicle has undergone a body repair or a major motor repair even during standard servicing, an immediate remote management review is required by the Subcontractor after the completion of such repair service, the performance of which shall be requested by the Subscriber in writing from the Subcontractor. The lack of control tests as referred to hereinabove excludes the liability of the Service Provider. The costs of the parts installed or replaced beyond the warranty and repair costs resulting from body breakage and other reasons not attributable to the Service Provider shall be borne by the Subscriber.

#### 3.1.2.41.2.7. POWER SUPPLY OF THE SYSTEM

The system essentially uses the power necessary for its operation from the starter battery of the vehicle. This consumption and the original quiescent current of the vehicle are altogether significant. In the event that the car is not used for about 20 days, starting and communication disorders may occur depending on the previous level of charge of the battery. During the time of improper operating conditions described herein, the Service Provider cannot provide remote monitoring and protection for reasons beyond its control, so it shall not be liable for any resulting damage.

#### 3.1.2.41.2.8. REMOTE MONITORING TEST REPORT

A test connection is established between the GPSmart centre and the monitored motor vehicles in order to control functionality and remote connection, with a frequency depending on the specific configuration. In doing so, the vehicle's position will not become known; only the main technical parameters are verified. In the event of irregularity, the Subcontractor sends a notice to the Subscriber, and may request the sending of a test signal in some cases for the purpose of system monitoring.

#### 3.1.2.41.2.9. STEPS TO FOLLOW IN CASE OF TECHNICAL FAILURE

In case of technical failure, the Subscriber should indicate the fault to the GPSmart helpdesk (iroda@gpsmart.hu; +36 70 646 6000), which will give adequate technical information to the Subscriber if possible. If it is not successful, it will establish a connection between the Subscriber and the mechanic on duty so that they can check the GPSmart system.

#### 3.1.2.41.2.10. INFORMATION

The Service Provider shall adequately inform the Subscriber about all the relevant circumstances relating to the service, in particular, about the services available and the fees payable for the use of services.

#### 3.1.2.42.PBX (Telephone Private Branch Exchange) Service

The PBX (Telephone Private Branch Exchange) Service is available to Large and Medium Enterprise Subscribers. During the PBX service, the Service Provider provides a direct connection using the Voice over Internet Protocol (VoIP) between the mobile switching centre (MSC) of its mobile telephone network and the private branch exchange (PBX) of the private telecommunications network operated by the Subscriber.

The traffic between the switching centre and the network service access point is implemented by the Service Provider using VoIP-based voice transmission. The private branch exchange of the Subscriber is connected to the network service access point through a Router connection.

The Service Provider assigns a mobile call number to each extension belonging to the private branch exchange of the Subscriber; these nine-digit call numbers are handed over by the switching centre of the Service Provider through the network access point.

The switching centre accepts only numbers in the "international" format from the direction of the network service access point, it will not accept calls to premium-rate and short numbers, or "green" numbers.

For calls made from the network of the Service Provider through the network service access point to extensions connected to the private branch exchange, the switching centre of the Service Provider hands over the "A"-number for presentation at the extension for technical purposes in all cases, if on the basis of the "presentation indicator" it is allowed by the calling party. The "A"-number is handed over with the area code.

For calls made to the network of the Service Provider through the network service access point, upon a subsequent written request, the number of the private branch exchange will be presented by the Service Provider. In this case, the "A"-number is handed over with the area code as a 9-digit number.

In the network of the Service Provider the delay of IP packets is a maximum of 250 ms.

The Service Provider provides an availability of at least 96% for the connection at an annual level.

The traffic type is voice traffic. It is not possible for either party to receive data calls and fax transmissions.

In the traffic between the PBX and the MSC, irrespective of the direction thereof, the "A-number" shall not be changed by either the Subscriber or the Service Provider, and if the "A-number" is missing, it shall not be substituted with a fictitious number.

### **Interconnection**

The PBX of the Subscriber and the MSC of the Service Provider shall only be interconnected via digital circuits.

Physical connection: 2 Mbit/s per site.

Traffic is transmitted according to the DIGITAL SUBSCRIBER SIGNALLING SYSTEM No. 1 (DSS 1) – ISDN protocol. The Service Provider is responsible for setting up the VoIP connection.

For handing over on the IP interface, the Service Provider will support the use of the Cisco IOS Session Initiation Protocol (SIP) in the PBX system instead of the direct ISDN connection only if the device of the Subscriber is capable of handling the G.729a codec and meets the relevant RFC standards (RFC 2543, RFC 2543-bis-04, RFC 2782, RFC 3261, RFC 3262, RFC 3264). In special cases, with the prior written permission of the Service Provider, it is possible to use the G.711 codec, provided that the Subscriber accepts that on the 2 Mbit/s line maximum 20 calls can be made or received simultaneously.

### **Handling of the calling party telephone number, management of traffic**

- Traffic generated in the own network of the Subscriber shall be handed over with the telephone number of the calling subscriber ("A-number") in all cases.
- The Subscriber shall not have transit traffic from or to other networks, and it shall hand over to the Service Provider only traffic initiated from the extensions of the PBX of the Subscriber.
- The Service Provider shall make every effort to include the "A-number" in the transit traffic as well.
- If the Party terminating the traffic finds the proportion of traffic received without the "A-number" to be unreasonably high, it can initiate negotiations with the other Party. The Party initiating the traffic shall be obliged to conduct negotiations in good faith for the purpose of increasing the proportion of traffic received with the correct "A-number".
- The instruction on the handling of the "A-number" is included in the "address presentation restricted indicator" of the "Calling Party Number" parameter of the CCS No. 7 ISUP signalling system. The "A-number" is handed over for presentation by the Service Provider to the called subscriber (Calling Line Identification Presentation Service) only if the value of the "address presentation restricted indicator" of the "Calling Party Number" parameter is "presentation allowed".
- If the value of the "address presentation restricted indicator" is "presentation restricted", or "unknown", then - unless provided otherwise by law - the "A-number" shall be used only for the following purposes:
  - operational purposes

- identification of malicious calls
- registration of services
- presentation on the terminal equipment of organisations authorised by law to see or display the “A”-number irrespective of the consent or instruction of the subscriber (organisations operating emergency numbers, organisations authorised to collect confidential information, etc.)
- The Subscriber and the Service Provider undertake the obligation to comply with their obligations arising from Act No. CXII of 2011 on Informational Self-Determination and Freedom of Information, and the principles of the recommendation of the GSM Association (Permanent Reference Document, DP 03; Date: MoU 21) at all times with respect to requesting the “A-number” and presenting or disabling it at the subscriber.

### Functional description of the MSC – PBX of the Service Provider

- The references in the following tables are based on the ETSI ETS300 102-1 (1990) standard, unless indicated otherwise. They include the services provided by the Service Provider.
- The various services are supported by the signalling system belonging to ISDN PRI as described (Supported, Partially supported, Not supported). It is shown in all cases how the signals going out from and coming in to the MSC of the Service Provider are managed by the system; the operation of the functions also depends on the settings of the PBX.
- Due to the use of the ETSI Technical Report ETR 076 (1993) the name of the services is given in the original English language as specified in the standard.

### Services

Function	Reference	ETSI standard	Outgoing	Incoming
Call Forwarding Busy (CFB)	ETS 300 207	Supported	Supported	Supported
Call Forwarding No Reply (CFNR)	ETS 300 207	Supported	Supported	Supported
Call Forwarding Unconditional (CFU)	ETS 300 207	Supported	Supported	Supported
Call Hold (HOLD)	ETS 300 141	Supported	Supported	Supported
Calling Line Identify (CLIP)	ETS 300 092	Supported	Supported	Supported
Calling Line Identification Restriction (CLIR)	ETS 300 093	Supported	Supported	Supported
Closed User Group (CUG)	ETS 300 138	Supported	Partially supported	Partially supported
Direct Dialing In (DDI)	ETS 300 064	Supported	Supported	Supported

### Messages

Message	Reference ETS 300 102-1	ETSI standard	Outgoing	Incoming
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Alerting	3. 1. 1	Supported	Supported	Supported
Call Proceeding	3. 1. 2	Supported	Supported	Supported
Connect	3. 1. 4	Supported	Supported	Supported
Connect Acknowledge	3. 1. 5	Supported	Supported	Supported
Progress	3. 1. 10	Supported	Supported	Supported
Setup	3. 1. 16	Supported	Supported	Supported
Setup Acknowledge	3. 1. 17	Supported	Supported	Supported
User Information	3. 1. 23	Supported	Supported	Supported
Disconnect	3. 1. 6	Supported	Supported	Supported
Release	3. 1. 11	Supported	Supported	Supported
Release Complete	3. 1. 12	Supported	Supported	Supported
Segment	Annex K	Supported	Not supported	Not supported
Congestion Control	3. 1. 3	Supported	Not supported	Not supported
Facility	3. 1. 7	Supported	Supported	Supported
Information	3. 1. 8	Supported	Supported	Supported
Notify	3. 1. 9	Supported	Supported	Supported
Status	3. 1. 18	Supported	Supported	Supported
Status Enquiry	3. 1. 19	Supported	Partially supported	Partially supported
Restart	3. 4. 1	Supported	Supported	Supported
Restart Acknowledge	3. 4. 2	Supported	Supported	Supported
Register	EN 300 196-1 11. 1. 2. 2	Supported	Supported	Supported

#### **3.1.2.42.1. IPSec PBX (Telephone Private Branch Exchange) Service**

The traffic between the switching centre and the network service access point is implemented using VoIP-based voice transmission. The device of the Subscriber is connected to the network service access point through an encrypted VPN connection.

The Service Provider assigns a mobile call number to each extension belonging to the private branch exchange of the Subscriber. This nine-digit number is handed over by the switching centre through the network access point.

The switching centre of the network of the Service Provider only accepts numbers in the "international" format from the direction of the network service access point. It will not accept calls to premium-rate and short numbers, or "green" numbers.

For calls made from the network of the Service Provider through the network service access point to extensions connected to the private branch exchange, the switching centre of the Service Provider hands over the "A"-number for presentation at the extension for technical purposes in all cases, if on the basis of the "presentation indicator" it is allowed by the calling party. Technical parameters related to the presentation of the "A-number" are included in the section on Handling of the calling party telephone number, management of traffic. The "A"-number is handed over with the area code.

For calls made to the network of the Service Provider through the network service access point, upon a subsequent written request, the number of the private branch exchange will be presented by the Service Provider. In this case, the "A"-number is handed over with the area code as a 9-digit number.

In the network of the Service Provider, the delay of IP packets is a maximum of 250 ms.

The Service Provider provides an availability of at least 96% for the service at the point of delivery of the service at an annual level.

The traffic type is voice traffic. It is not possible for either party to receive data calls and fax transmissions.

In the traffic between the PBX and the MSC, irrespective of the direction thereof, the "A-number" shall not be changed, and if the "A-number" is missing, it will be substituted for the called party with the central call number belonging to the Subscriber.

### **Interconnection**

- The PBX of the Subscriber and the MSC of the Service Provider shall only be interconnected via digital circuits.
- Connection: The Service Provider is responsible for the setting up the VoIP connection on the Service Provider side and, furthermore, consultation is required with the Subscriber for harmonising the VPN (GRE and IPSec) parameters. On the Subscriber side, a public fixed IP address is required for establishing a VPN connection.
- For the Service Provider, the point of delivery of the service is the Internet output device of the Service Provider, on which the IPSec connection terminates. The Service Provider shall assume no responsibility for the availability of the Internet connection and the standard of the service.
- For the Cisco IOS Session Initiation Protocol (SIP) protocol supported for the delivery of the Service and the voice encryption solutions supported when this protocol is used, the bandwidth requirement on the Subscriber side is 80 kbps per audio channel for the G711 or 20 kbps for the G729.

### **Handling of the calling party telephone number, management of traffic**

- Traffic generated in the own network of the Subscriber shall be handed over with the telephone number of the calling subscriber ("A-number") in all cases.
- The Subscriber shall not have transit traffic from or to other networks, it shall hand over to the Service Provider only traffic initiated from the extensions of the PBX of the Subscriber.
- The Service Provider shall make every effort to include the "A-number" in the transit traffic as well.
- If the Party terminating the traffic finds the proportion of traffic received without the "A-number" to be unreasonably high, it can initiate negotiations with the other Party. The Party initiating the traffic shall be obliged to conduct negotiations in good faith for the purpose of increasing the proportion of traffic received with the correct "A-number".
- The instruction on the handling of the "A-number" is included in the "address presentation restricted indicator" of the "Calling Party Number" parameter of the CCS No. 7 ISUP signalling system. The "A-number" is handed over for presentation by the Service Provider to the called subscriber (Calling Line

Identification Presentation Service) only if the value of the "address presentation restricted indicator" of the "Calling Party Number" parameter is "presentation allowed".

- If the value of the "address presentation restricted indicator" is "presentation restricted", or "unknown", then - unless provided otherwise by law - the "A-number" shall be used only for the following purposes:
  - operational purposes
  - identification of malicious calls
  - registration of services
  - presentation on the terminal equipment of organisations authorised by law to see or display the "A"-number irrespective of the consent or instruction of the subscriber (organisations operating emergency numbers, organisations authorised to collect confidential information, etc.)
- The Subscriber and the Service Provider undertake the obligation to comply with their obligations arising from Act No. CXII of 2011 on Informational Self-Determination and Freedom of Information, and the principles of the recommendation of the GSM Association (Permanent Reference Document, DP 03; Date: MoU 21) at all times with respect to requesting the "A-number" and presenting or disabling it at the subscriber.

### **3.1.2.43. Bulk SMS Service**

This Service, by connecting to the messaging system of the Service Provider – through the web interface operated by the Service Provider or the own application of the Subscriber, depending on the Subscription Contract - allows the Subscriber to send, at its own cost and responsibility, large amounts of text messages (hereinafter referred to as an "SMS"), and to receive SMS messages.

#### **3.1.2.43.1. Definition of Terms**

##### **Client**

All of those who concluded such a Subscription Contract for the use of mobile telephone services, on the basis of which they can receive and send SMS messages.

##### **Registered Client**

Those Clients who gave their prior consent - in a way provable by the Subscriber - to receiving SMS messages from the Subscriber.

##### **SMS Centre (SMSC)**

Short Message Service Centre (SMS Centre) is the equipment of the Service Provider for receiving, storing, sending and, in the event of unsuccessful sending, repeated sending of SMS messages.

##### **Bulk SMS**

The implementation of the service is based on a connection between the Short Message Service Centre (SMSC) of the Service Provider and the service centre of the Subscriber. Options for network connection:

- a) Via HTTPS over the Internet
- b) Via an encrypted VPN connection over the Internet
- c) Via a leased line connection.

The sending of a large number of short SMS messages by the Subscriber to its Registered Clients, at the own cost and responsibility of the Subscriber, and the receipt of such messages by using the Service, via the network connections specified hereinabove.

##### **Service Number**

An identifier reserved for and assigned to the Service Provider for sending and receiving SMS messages, which is made available by the Service Provider to the Subscriber in compliance with the provisions of these GTC and the Subscription Contract concluded for the Bulk SMS Service, provided that the Subscriber shall use it only for the purposes specified in the GTC and the Subscription Contract.

##### **Content**

The content of the SMS message sent by the Subscriber within the scope of the Service.

### **3.1.2.43.2. General Provisions**

The Subscriber shall send bulk SMS messages only to its Registered Clients. The Subscriber undertakes to send SMS messages only to those Clients who have given their consent.

If, technically, the content that the Subscriber wants to send as Bulk SMS messages can be sent only in more than one so-called linked SMS message, the Subscriber shall be obliged to pay to the Service Provider the monthly traffic charge according to the Subscription Contract on the basis of a number of SMS messages corresponding to the number of linked SMS messages.

The Subscriber shall be obliged to inform the Service Provider of any campaign, promotion involving the sending of bulk SMS messages, any unusual, exceptionally high traffic 15 (fifteen) days before the start thereof.

Allowing unsubscription from Bulk SMS messages

- 1) The Subscriber shall be obliged to provide Registered Clients with the opportunity to request the deletion of their data from the database to disable further traffic, that is, to unsubscribe from Bulk SMS messages.
- 2) The Subscriber shall be obliged to ensure that, after receiving an unsubscription, no traffic is directed to the unsubscribed Client. Failure by the Subscriber to comply with this obligation constitutes a serious breach of contract.

Sending Bulk SMS messages to the subscribers of other communications service providers:

- 1) The Subscriber can send Bulk SMS messages to the subscribers of communications service providers other than the Service Provider, provided that such subscribers are its Registered Clients.
- 2) The provisions of this chapter shall apply to all subscribers of both mobile and non-mobile electronic communications service providers, who have devices capable of receiving and sending SMS messages.

Content and quality standards:

- 1) The Subscriber undertakes the obligation to perform the sending of Bulk SMS messages to the highest possible standard both in terms of content and quality, and in full compliance with all relevant provisions of the Agreement.
- 2) The Subscriber shall be obliged to ensure that in all information, communication or promotional materials accessible to third parties in connection with the sending of Bulk SMS messages, all information required by the current law in connection with the sending of Bulk SMS messages is indicated.

Handling of Complaints

- 1) The Subscriber shall bear sole liability for the sending of Bulk SMS messages and the content thereof towards Clients and third parties. Any complaints from Clients in connection with the sending of Bulk SMS messages or the content thereof shall be handled by taking all of these into account, and in compliance with the Agreement.
- 2) The Subscriber shall be obliged to provide a call centre with Hungarian speaking staff competent with respect to Bulk SMS messages that Clients can call on a non-premium-rate telephone number. The Subscriber shall be obliged to maintain the call centre during the whole term of the Subscription Contract, and to make it accessible by mail and e-mail as well.
- 3) The Subscriber undertakes the obligation to ensure that its call centre staff provides information to its clients in connection with any claims or complaints, and investigates any filed complaints.
- 4) The Service Provider shall be entitled investigate any complaints received at its call centre from Clients in connection with Bulk SMS messages sent by the Subscriber, but it shall also be entitled to direct them to the call centre of the Subscriber at any time.

The Subscriber irrevocably undertakes unconditional and objective liability that the sending of the Bulk SMS and its content complies with all applicable legal regulations effective in Hungary during the term of this Subscription Contract: The Subscriber is obliged to inform end users and all data subjects about this and to draw their attention to observe all relevant laws. The Service Provider excludes its liability for any violation of the law and any damage in connection with the Bulk SMS messages sent by using the service. The Subscriber shall be

obliged to reimburse the Service Provider for any damage incurred by the Service Provider in connection with the Bulk SMS sent by using the service.

During the term of the Subscription Contract the Subscriber shall be obliged to continuously ensure that its technical equipment does not harm or jeopardise the telecommunication equipment, IT systems of the Service Provider or the operation thereof.

The Subscriber shall be obliged to cooperate with the Service Provider in the elimination of any defect (occurring on the side of either party).

#### **Rights and obligations of the Service Provider:**

The Service Provider shall make available to the Subscriber a unique Service Number required for sending Bulk SMS messages, or if Web SMS is used, the parameters required for access to the interface pursuant to the provisions of the Subscription Contract. The fees specified in the Subscription Contract for the use of the Service Number shall be payable by the Subscriber after the activation of its Service Number, from the delivery of the access codes required for the use of the Service Number.

The Service Number and if the WebSMS service is used, the access codes shall be made available by the Service Provider to the Subscriber in compliance with the provisions of the Subscription Contract, provided that the Subscriber shall use them only for the purposes specified in the Subscription Contract, that is for sending Bulk SMS messages.

The Service Provider shall be entitled to determine the Service Number(s) within its own competence, by taking into consideration the needs of the Subscriber - subject to the payment of the fees specified in the Subscription Contract - as much as possible.

The Service Provider shall make available to the Subscriber the technical documentation on creating and sending Bulk SMS messages, and the parameters required for sending Bulk SMS messages.

#### **3.1.2.43.3. Bulk SMS messages through an own application**

The implementation of the service is based on a connection between the SMS Centre (SMSC) of the Service Provider and the service centre of the Subscriber. Options for network connection:

- a) Via HTTPS over the Internet
- b) Via an encrypted VPN connection over the Internet
- c) Via a leased line connection.

Towards the SMSC, the Service Provider uses an additional SMS application proxy (SMS Gateway) towards the Subscriber (external partner). The SMS application server of the contractual partner, the Subscriber using the service, is located behind a firewall (a physical device) that provides adequate protection from the Internet.

Technical requirements:

During the term of this Subscription Contract, the Subscriber shall continuously comply with the technical requirements specified in Annex 2 and other sections of the Subscription Contract regarding its technical equipment and the sending of the BSMS under this Subscription Contract.

The Subscriber shall ensure the operation of all technical equipment needed for the reliable operation of the BSMS sending, the data forwarding required between the technical equipment and the Parties, and compliance with the technical requirements specified in Annex 2 of the Subscription Contract at its own liability and at its own expense.

If Subscriber performs any changes to its technical equipment or to the technical parameters of the service set out in Annex 2 to the Subscription Contract, then the Service Provider shall be entitled to carry out any kind of testing, control, modification or any other procedure.

Subscriber notifies the Service Provider as soon as possible but no later than 15 (fifteen) days prior to the planned changes in writing. The notification must state the main characteristics and technical details of the changes and their possible impact on the Vodafone services, as well as any other relevant information. Subscriber shall provide the Service Provider with reasonably requested additional information within 5 (five) working days from the receipt of the request for additional information. The execution of such changes requires the prior written approval of the Service Provider and the Service Provider has the right to provide the approval only after preliminary testing.

The Parties shall set the deadline of the change together.

The Subscriber shall reimburse all justified costs of the Service Provider incurred in connection with the change.

#### Individual parameters of connection

The Service Provider undertakes to send to the Subscriber the individual service parameters by email within 30 (thirty) working days following the signing of the Contract:

- username, password
- IPsec tunnel parameters (following consultations between Vodafone and Client)
- Leased line or VPN parameters (following consultations between Vodafone and Client)

#### **3.1.2.43.4. Bulk SMS messages through a web interface - WebSMS**

The Internet access on the computer of the Subscriber provides simple access to the WebSMS interface.

Online SMS interface: website provided for the Subscriber to access the Service, which is operated by ITware Kft. (H-1117 Budapest, Budafoki út 209.), commissioned by the Service Provider; the server is located in Hungary.

Connection to the SMS centre is provided by the Service Provider over the Internet between the computer of the Subscriber and WebSMS, on the part of the Subscriber there is no need to develop an application for this.

The WebSMS service establishes a connection between the GSM telephone system and the IT system of the Subscriber, allowing the Subscriber to send large amounts of SMS messages to its clients, partners by means of a computer system, and to keep in touch with its employees through its IT system. The service is also capable of receiving SMS messages sent to the Service Number of the Subscriber.

The WebSMS service connects the IT system, database of the Subscriber with the SMS centre of the Service Provider, that is:

- the SMS messages coming in to the centre of the Service Provider are received by the WebSMS server,
- the incoming SMS messages are placed in its own database and stored there.

The SMS sending web interface provided for the Subscriber is operated by ITware Kft. (1117 Budapest, Budafoki út 209.) for the Service Provider. The server is located in Hungary.

The Service Provider shall be entitled to change the operator of the WebSMS interface by a unilateral decision at any time. The Service Provider shall inform the Subscriber of the change in writing 15 (fifteen) days before the change via its Commercial contact person specified in the Subscription Contract, giving the details of the new operator.

The Service Provider shall notify the Subscriber of any changes planned to the WebSMS interface in writing 15 (fifteen) days before the introduction thereof. The notice shall describe the main features, the technical details and the possible effect of the change on the Service.

The Service Provider shall send the access codes (address, username, password) required for the use of the WebSMS interface by e-mail to the Commercial contact person specified in the contract within 30 (thirty) days

from the signing of the Subscription Contract. The Subscriber can start to use the Service upon receiving this information.

Technical requirements:

The Service Provider ensures access for the Subscriber to the Online SMS interface and use of the Service accessible via the interface with the following technical conditions.

The Subscriber understands that the Service Provider has a right to change the operator of the Online SMS interface any time with a unilateral decision, and such change requires no amendment of the contract between the Parties. The Service Provider shall inform the Subscriber's contact person about the change, indicating the new operator, in writing within 15 (fifteen) days prior to the change.

Prior to introducing any changes planned in the Online SMS interface, the Service Provider notifies the Subscriber in writing 15 (fifteen) days in advance. The notification must state the main characteristics and technical details of the changes and their possible impact on the Service.

Sending and receiving messages:

The Subscriber can compose the text of the messages to be sent on its computer on the Online SMS interface, or it can upload to the interface a file generated in advance (in txt, csv format), containing the text of the message.

The Subscriber can send the SMSs from the Messages menu, and the system will store any messages sent or to be sent (still pending) in this menu.

The Subscriber can send the messages instantly or at a time specified in advance on the interface.

One message can have several recipients or the SMSs can be sent to groups. The groups and their members must be defined in advance in the Group menu; the Subscriber can create new groups, group members can be changed or the Subscriber can rename and delete groups via the interface.

Handling, uploading, grouping, exporting contacts:

The Contacts menu point functions as a phone book, which allows contacts (name, phone number) to be stored on the Online SMS interface; thus, if the Subscriber initiates a message sending, this information will be available at all times.

A phone book already existing on the computer and generated in advance can be easily inserted in the Online SMS contact list; it only takes uploading the file (in txt, csv format) with the correct data to the interface. Most personal data handling applications (e.g. Microsoft Outlook, Windows Address Book, etc.) can export the contact list in csv format, then the csv thus exported can be uploaded to the Online SMS contact list.

### **3.2. Geographical area of service availability**

The territorial scope and limits of the Service is contained in Section 2.3.2.2. of these General Terms and Conditions.

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

Emergency service numbers can be called from mobile phones free of charge and even without a SIM card.

Based on the obligation contained in Section 145(2) of the Act on Electronic Communications (Eht.) and in order to answer emergency calls, the Service Provider shall make available the data relative to the caller's identification and position – in a manner specified in a separate legal regulation – to the emergency services even if the caller has requested that identification be blocked and even if the caller's consent to the management of his or her positioning data is not available or has been withdrawn. Based on this obligation, the Service Provider will reveal the calling party's phone number to the called party in real time for calls made to the phone numbers of institutions that pursuant decree no. 24/1997. (III.26.) of the Ministry of the Interior (BM) are highly important for the country's operation and the supply of the population, including the police, the fire brigade and the ambulance, including calls, as well as SMS and MMS messages made to "112", the single European emergency number.



**3.4. Information 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. Subscriber's Card (SIM card)**

An active device used to identify a subscriber eligible to use the mobile phone service. At minimum, it includes the Subscriber's identification number and the information needed to use the mobile phone services. The Subscriber's 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.

#### **3.5.2. Provision of a Subscriber's Card (SIM card)**

The Service Provider will give to the Subscriber a Subscriber's Card (SIM card) used to identify the Subscriber and allowing the use of the mobile phone service. This card can only be used with a suitable mobile phone.

The Service Provider will change the Subscriber's (SIM) card if it becomes defective or unfit for use for a reason not attributable to the Subscriber. In this case the card has to be handed over to Customer Care or a reseller. The Service Provider will activate the new SIM card within 48 hours of receipt of the card.

If the Subscriber's (SIM) card is stolen from the Subscriber, the Service Provider will immediately turn it off from the network at the Subscriber's request after reporting the theft. The report can be made via the Service Provider's customer care hotline, in person, at customer service points or at the reseller partners' outlets, or in writing by letter addressed to the Service Provider's customer care. To deactivate a SIM card, the data listed in 6.3 are required. (For more information: see Section 5.1).

#### **3.5.3. Access point for stationary Internet access service**

The point of the electronic communications network which is used for connecting the Subscriber's terminal: the ADSL modem interface on the Subscriber's side.

#### **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 a mobile phone service whose quality conforms to the requirements laid down in the Concession Agreement, ETSI-GSM 03.05, 03.30, 05.05, ITU-T E212, E213, CEPT 20-08 recommendations and in ITU-R 564-4 Report and in the legislation in force in a manner that may be reasonably expected from it, under the available and possible technical conditions, and shall make sure that the mobile phone system it operates is 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.

##### **4.1.1. Individual service quality requirements undertaken by the Service Provider**

###### **a. Mobile radiophone service**

###### **i. PERCENTAGE OF SUCCESSFUL CALLS**

**The individual service quality target value indicated by the Service Provider for this requirement, considering the technical nature of the mobile phone service: 0%**

**Definition of the requirement:** Percentage of successful calls compared to the total number of initiated and received calls attempted at that geographical location during the given period. (SHA) [%]

An annual quality indicator specified by the Service Provider. The Service Provider takes into account the total amount of subscriber traffic for the specification of the indicator, based on the data traffic in a selected month.

**Source of basic data:** The Service Provider's support system, the central counters.

###### **ii. PERCENTAGE OF SUCCESSFUL SMS MESSAGE TRANSMISSION**

**The individual service quality target value indicated by the Service Provider for this requirement, considering the technical nature of the mobile phone service: 0%**

**Definition of the requirement:** Percentage of SMS messages received by and successfully forwarded from the SMS centre of the Service Provider compared to all messages received by the SMS centre, in the given geographical location, from the subscriber. [%]

**Source of basic data:** Data recorded by the test equipment.

###### **iii. VOICE QUALITY**

**Target value specified by the Service Provider for the requirement: 99 %**

**Definition of the service quality requirement:** a requirement that needs to be fulfilled in relation to the network element supplying the Subscriber's access point in case of successful calls, which is ensured by the Service Provider at 2.75 PESQ value measured according to the ITU-T P.862 recommendation.

###### **b. Wireless internet service**

###### **BANDWIDTH PROVIDED BY THE SERVICE PROVIDER**

**Definition of the indicator:** the upper theoretical limit of the data transmission speed assigned to the service that can be achieved during the provision of wireless internet service at the given

Subscriber's access point in download and upload directions, as specified by the Service Provider in the subscription contract.

The offered bandwidth ensured by the Service Provider, detailed for each technology, is presented in the table below.

Description of the data transfer technology	The offered bandwidth's	
	download speed* (Mbit/s)	upload speed* (Mbit/s)
GPRS/EDGE	0.23	0.12
HSPA+	21.1	5.76
DC-HSPA+	42.2	5.76
4G/LTE	75	25

\* for internet tariffs and internet options not including a data traffic limit and, in case of packages including a data traffic limit, up to the limit

The offered bandwidth for the tariff package and for the additional service may differ from the table; information about this is provided in Annex 1 - List of Rates to the GTC, and in the description of the additional services. The currently available bandwidth depends on the availability of the network technology that ensures the service in the given area, the existence of the supporting equipment (e.g. device, adequate SIM) and the current load of the network.

The Service Provider performs random checks according to the schedule set up in the inspection plan, which is described in detail in the relevant technical documentation. Measurements are carried out by the Service Provider according to the ETSI EG 202 057-4 V1.2.1. document.

Information on the current network coverage is available on the Service Provider's website ([www.vodafone.hu](http://www.vodafone.hu)).

## GUARANTEED SPEED

**Target value specified by the Service Provider for the requirement in areas covered by any of the technologies (GPRS/EDGE/3G/HSDPA/HSUPA/4G/LTE):** 0/0 Mbit/s

**Definition of the service quality requirement:** the lowest data transmission speed assigned to the internet access service and specified in the Subscription Contract, ensured by the Service Provider in relation to the network element supplying the Subscriber's access point in download and upload directions for all tariff packages.

### c. Stationary internet access service

The Service Provider provides stationary internet access service in collaboration with its telecommunication partners and therefore has no direct impact on the quality of the service. The following data provided by the Service Provider are values guaranteed by its telecommunication partners to the Service Provider.

## BANDWIDTH OFFERED BY THE SERVICE PROVIDER PER SERVICE:

*Maximum download speed:*

ADSL 1 Mbit/s (T-Com)	1.28 Mbit/s
ADSL 1 Mbit/s (Invitel)	1.28 Mbit/s
ADSL 2 Mbit/s (T-Com)	2.00 Mbit/s
ADSL 2 Mbit/s (Invitel)	2.00 Mbit/s
ADSL 4 Mbit/s (T-Com)	4.00 Mbit/s
ADSL 4 Mbit/s (Invitel)	4.00 Mbit/s

ADSL 5 Mbit/s (T-Com)	5.00 Mbit/s
ADSL 5 Mbit/s (Invitel)	5.00 Mbit/s
ADSL 8 Mbit/s (T-Com)	8.00 Mbit/s
ADSL 8 Mbit/s (Invitel)	8.00 Mbit/s
ADSL V10 Mbit/s (T-Com)	10.00 Mbit/s
ADSL 10 Mbit/s (T-Com)	10.00 Mbit/s
ADSL 10 Mbit/s (Invitel)	10.00 Mbit/s
ADSL 12 Mbit/s (Invitel)	12.00 Mbit/s
ADSL 15 Mbit/s (T-Com)	15.00 Mbit/s
ADSL 15 Mbit/s (Invitel)	15.00 Mbit/s
ADSL 16 Mbit/s (Invitel)	16.00 Mbit/s
ADSL 18 Mbit/s (T-Com)	18.00 Mbit/s
ADSL 18 Mbit/s (Invitel)	18.00 Mbit/s
ADSL 20 Mbit/s (T-Com)	20.00 Mbit/s
ADSL 30 Mbit/s (T-Com)	30.00 Mbit/s

*Maximum upload speed:*

ADSL 1 Mbit/s (T-Com)	0.12 Mbit/s
ADSL 1 Mbit/s (Invitel)	0.12 Mbit/s
ADSL 2 Mbit/s (T-Com)	0.19 Mbit/s
ADSL 2 Mbit/s (Invitel)	0.19 Mbit/s
ADSL 4 Mbit/s (T-Com)	0.25 Mbit/s
ADSL 4 Mbit/s (Invitel)	0.25 Mbit/s
ADSL 5 Mbit/s (T-Com)	0.50 Mbit/s
ADSL 5 Mbit/s (Invitel)	0.50 Mbit/s
ADSL 8 Mbit/s (T-Com)	0.50 Mbit/s
ADSL 8 Mbit/s (Invitel)	0.50 Mbit/s
ADSL V10 Mbit/s (T-Com)	0.50 Mbit/s
ADSL 10 Mbit/s (T-Com)	0.50 Mbit/s
ADSL 10 Mbit/s (Invitel)	0.50 Mbit/s
ADSL 12 Mbit/s (Invitel)	0.60 Mbit/s
ADSL 15 Mbit/s (T-Com)	0.90 Mbit/s
ADSL 15 Mbit/s (Invitel)	0.90 Mbit/s
ADSL 16 Mbit/s (Invitel)	0.90 Mbit/s

ADSL 18 Mbit/s (T-Com)	1.00 Mbit/s
ADSL 18 Mbit/s (Invitel)	0.90 Mbit/s
ADSL 20 Mbit/s (T-Com)	1.00 Mbit/s

ADSL 30 Mbit/s (T-Com)	5.00 Mbit/s
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**Definition of the service quality requirement:** upper theoretical limit of the data transmission speed assigned to the service that can be achieved during the provision of stationary internet access service at the given Subscriber's access point in download and upload directions, as specified by the Service Provider in the Subscription Contract.

The Service Provider performs random checks according to the schedule set up in the inspection plan, which is described in detail in the relevant technical documentation.

## GUARANTEED SPEED

**Target value specified by the Service Provider for the requirement in each tariff package:**

*Download speed:*

ADSL 1 Mbit/s (T-Com)	0.16 Mbit/s
ADSL 1 Mbit/s (Invitel)	0.16 Mbit/s

ADSL 2 Mbit/s (T-Com)	0.19 Mbit/s
ADSL 2 Mbit/s (Invitel)	0.19 Mbit/s

ADSL 4 Mbit/s (T-Com)	0.25 Mbit/s
ADSL 4 Mbit/s (Invitel)	0.25 Mbit/s

ADSL 5 Mbit/s (T-Com)	1.00 Mbit/s
ADSL 5 Mbit/s (Invitel)	1.00 Mbit/s

ADSL 8 Mbit/s (T-Com)	0.48 Mbit/s
ADSL 8 Mbit/s (Invitel)	0.48 Mbit/s

ADSL V10 Mbit/s (T-Com)	1.00 Mbit/s
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ADSL 10 Mbit/s (T-Com)	3.00 Mbit/s
ADSL 10 Mbit/s (Invitel)	3.00 Mbit/s

ADSL 12 Mbit/s (Invitel)	3.50 Mbit/s
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ADSL 15 Mbit/s (T-Com)	5.00 Mbit/s
ADSL 15 Mbit/s (Invitel)	5.00 Mbit/s

ADSL 16 Mbit/s (Invitel)	5.50 Mbit/s
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ADSL 18 Mbit/s (T-Com)	0.94 Mbit/s
ADSL 18 Mbit/s (Invitel)	6.50 Mbit/s

ADSL 20 Mbit/s (T-Com)	10.00 Mbit/s
ADSL 30 Mbit/s (T-Com)	20.00 Mbit/s

*Upload speed:*

ADSL 1 Mbit/s (T-Com)	0.06 Mbit/s
ADSL 1 Mbit/s (Invitel)	0.06 Mbit/s
ADSL 2 Mbit/s (T-Com)	0.06 Mbit/s
ADSL 2 Mbit/s (Invitel)	0.06 Mbit/s
ADSL 4 Mbit/s (T-Com)	0.09 Mbit/s
ADSL 4 Mbit/s (Invitel)	0.09 Mbit/s
ADSL 5 Mbit/s (T-Com)	0.19 Mbit/s
ADSL 5 Mbit/s (Invitel)	0.19 Mbit/s
ADSL 8 Mbit/s (T-Com)	0.19 Mbit/s
ADSL 8 Mbit/s (Invitel)	0.19 Mbit/s
ADSL V10 Mbit/s (T-Com)	0.20 Mbit/s
ADSL 10 Mbit/s (T-Com)	0.25 Mbit/s
ADSL 10 Mbit/s (Invitel)	0.25 Mbit/s
ADSL 12 Mbit/s (Invitel)	0.25 Mbit/s
ADSL 15 Mbit/s (T-Com)	0.50 Mbit/s
ADSL 15 Mbit/s (Invitel)	0.50 Mbit/s
ADSL 16 Mbit/s (Invitel)	0.50 Mbit/s
ADSL 18 Mbit/s (T-Com)	0.31 Mbit/s
ADSL 18 Mbit/s (Invitel)	0.64 Mbit/s
ADSL 20 Mbit/s (T-Com)	0.50 Mbit/s
ADSL 30 Mbit/s (T-Com)	1.00 Mbit/s

**Definition of the service quality requirement:** the lowest data transmission speed assigned to the internet access service and specified in the Subscription Contract, ensured by the Service Provider in relation to the network element supplying the Subscriber's access point in download and upload directions.

The Service Provider performs random checks according to the schedule set up in the inspection plan, which is described in detail in the relevant technical documentation.

#### 4.1.2. Network service quality requirements ensured by the Service Provider

##### a. Indicators used in case of all electronic communications services, with identical target values

##### i. DATE OF SETTING UP A NEW ACCESS POINT AND DATE OF STARTING THE PROVISION OF THE SERVICE

**Target value specified by the Service Provider for the requirement:** 15 days

**Definition of the requirement:** Date of setting up a new access point for the service and date of starting the provision of the service (HLI): Period counted from the conclusion of the Subscription Contract, within which the Service Provider provides access to the service requested by the Subscriber.

If the conclusion of the contract is preceded by an order, the date of receiving the valid order by the Service Provider must be taken into consideration for the calculation.

Deadline of new access points established for the service in 80% of the cases. [started calendar day]

**Excluded cases:**

- Withdrawn orders;
- Uninterrupted change of service providers;
- Cases in which the service needs to be activated by the Subscriber;
- If the applicant requests postponement or a later establishment date;
- Cases in which the service contract between the Service Provider and the Subscriber is concluded based on an agreement other than the General Terms and Conditions.
- The Service Provider is unable to establish the service due to technical reasons;
- The submitted order is not suitable for being considered as legally effective.

ii. DEADLINE FOR REPAIRING DEFECTS BASED ON AN ERROR REPORT

**Target value specified by the Service Provider for the requirement:** 72 hours

**Definition of the requirement:** Deadline for the repair of defects based on an error report in 80% of the cases. (MHI) [started hours]

**Error report:** a report made by the Subscriber in connection with the performance of the electronic communications service not in compliance with the Subscriber Contract, particularly the deterioration of quality or the impossibility of accessing the service, provided that such defect can be attributed to the electronic communications network used by the Service Provider for the service or a failure of that network. The troubleshooting time only applies to cases where the Service Provider enters into a contract with the Subscriber with the troubleshooting conditions contained in the General Terms and Conditions.

**Excluded cases:**

- Failure of the terminal equipment;
- The Subscriber requests postponement of the inspection or repair;
- In case of non-stationary services, if the complaint is received from an area that is outside of the area covered by the Service Provider based on published information (non-supplied area).

**Source of basic data:** The Service Provider's support system, records, error report registries.

iii. 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%

**Definition of the requirement:** the percentage of live response by the Service Provider's hotline customer service associates within 60 seconds in case of successfully connected hotline calls, after the caller selects to talk to a customer service hotline associate within the menu system, in relation to all attempts. [percent]

**Excluded cases:**

- Access to the emergency service;
- Services provided automatically, where the caller does not use any operator assistance to access information/service.

Source of basic data: The Service Provider's call classification and registration system.

b. Indicators used for the mobile radiophone service

i. DEADLINE FOR THE INVESTIGATION AND HANDLING OF BILLING COMPLAINTS

**Target value specified by the Service Provider for the requirement:** 45 days

**Definition of the requirement:** Billing complaint means the complaint about invoices issued by the Service Provider concerning the use of the given service, in which the Subscriber disputes the charged amount(s) and which are not considered error reports.

This indicator can only be interpreted for services subject to billing and based on the measurement of data traffic.



In case of billing based on the measurement of data traffic, the deadline for the investigation and handling of billing complaints received in 80% of the cases (SZKI) [started calendar day]

**Excluded cases:**

- Complaints related to invoice queries (request for information);
- The issuance of the invoice;
- Error reports.

Source of basic data: The Service Provider's support system, records, billing complaint documentation.

ii. ANNUAL AVAILABILITY OF THE SERVICE

**Target value specified by the Service Provider for the requirement/indicator: 99.25%**

**Definition of the requirement:**

$$\text{Availability} = \frac{\text{AUT}}{\text{AUT} + \text{ADT}} \times 100 \%$$

Where

ADT means total downtime (period between the interruption of the base service and the recovery thereof)

AUT means time of operation (period between the launch of the base service and the interruption thereof)

AUT + ADT means total time of observation.

**Source of basic data:** The Service Provider's support system, the central counters.

iii. PERCENTAGE OF SUCCESSFUL CALLS

**Target value specified by the Service Provider for the requirement: 98.5%**

**Definition of the requirement:** Percentage of successful calls within the specified period in relation to the total number of attempted calls. (SHA) [%]

An annual quality indicator specified by the Service Provider. The Service Provider takes into account the total amount of network traffic for the specification of the indicator, based on the data traffic in a selected month.

**Source of basic data:** The Service Provider's support system, the central counters.

iv. TIME OF BUILDING UP A CALL

**Target value specified by the Service Provider for the requirement: 6 seconds**

**Definition of the requirement:** The time of building up a call means the period required to establish a connection. When determining this quality indicator during the data collection period, the average build-up time of the fastest 95% of calls was used as a basis. (HFI) [started seconds]

**Source of basic data:** Data recorded by the test equipment.

v. PERCENTAGE OF SUCCESSFUL SMS MESSAGE TRANSMISSION

**Target value specified by the Service Provider for the requirement: 90%**

**Definition of the requirement:** Percentage of text messages received by and successfully forwarded from the SMS centre of the Service Provider in relation to all messages received by the SMS centre. [%]

**Source of basic data:** Data recorded by the test equipment.

c. Indicators used for wireless internet service

i. TIME OF INVESTIGATING AND HANDLING BILLING COMPLAINTS

**Target value specified by the Service Provider for the requirement: 45 days**

**Definition of the requirement:** Billing complaint means the complaint about invoices issued by the Service Provider concerning the use of the given service, in which the Subscriber disputes the charged amount(s).

This indicator can only be interpreted for services subject to billing and based on the measurement of data traffic.

In case of billing based on the measurement of data traffic, the deadline for the investigation and handling of the received billing complaints in 80% of the cases (SZKI) [started calendar day]

**Excluded cases:**

- Complaints related to invoice queries (request for information);
- The issuance of the invoice;
- Error reports.

Source of basic data: The Service Provider's support system, records, billing complaint documentation.

ii. SERVICE AVAILABILITY

**Target value specified by the Service Provider for the requirement: 99.25%**

**Definition of the requirement:**

$$\text{Availability} = \frac{\text{AUT}}{\text{AUT} + \text{ADT}} \times 100 \%$$

Where

ADT means total downtime (period between the interruption of the base service and the recovery thereof)

AUT means time of operation (period between the launch of the base service and the interruption thereof)

AUT + ADT means total time of observation.

**Source of basic data:** The Service Provider's support system, the central counters.

iii. AVERAGE AVAILABLE DOWNLOAD AND UPLOAD SPEED

**Target value specified by the Service Provider for the quality indicator:**

Coverage area	Average available	
	download speed* (Mbit/s)	upload speed* (Mbit/s)
GPRS/EDGE	0.15	0.07
3G	0.3	0.3
3G/HSDPA/HSUPA	2	1

\* for internet tariffs and internet options not including a data traffic limit and, in case of packages including a data traffic limit, up to the limit

*Download and upload speed for internet tariffs and internet options including a data traffic limit and, after reaching the data traffic limit, a restriction*

In case of internet tariffs and internet options including a data traffic limit, after reaching the data traffic limit, the download and upload speeds are specified by the Service Provider differently for each tariff package; individual download and upload speeds are included in the Annex to the General Terms and Conditions entitled "List of Rates".

**Download speed in case of internet tariffs and internet options including a data traffic limit after reaching the data traffic limit:**

0.01 Mbit/s  
0.06 Mbit/s  
0.12 Mbit/s  
0.15 Mbit/s

**Upload speed in case of internet tariffs and internet options including a data traffic limit after reaching the data traffic limit:**

0.01 Mbit/s  
0.016 Mbit/s  
0.8 Mbit/s  
0.125 Mbit/s

**Definition of the quality indicator:** The download and upload speed that can be used on average by the Subscribers in relation to the network element supplying the Subscriber's access point.

The Service Provider performs random checks according to the schedule set up in the inspection plan, which is described in detail in the relevant technical documentation. Measurements are carried out by the Service Provider according to the ETSI EG 202 057-4 V1.2.1. document.

d. Indicators used for the stationary Internet access service

i. SERVICE AVAILABILITY

**Target value specified by the Service Provider for the quality indicator:** 98%

**Definition of the quality indicator:**

$$\text{Availability} = \frac{\text{AUT}}{\text{AUT} + \text{ADT}} \times 100 \%$$

Where

ADT means total downtime (period between the interruption of the base service and the recovery thereof)

AUT means time of operation (period between the launch of the base service and the interruption thereof)

AUT + ADT means total time of observation.

**Source of basic data:** The Service Provider's support system, the central counters.

Further undertakings made by the Service Provider concerning the service quality:

- i. Percentage of telephone connections interrupted in ways other than voluntary disconnection (call drop rate)  
Percentage of calls disconnected due to a network failure. The Service Provider undertakes that this value will not exceed monthly five (5) % in relation to the total number of calls.
- ii. Period of temporary service suspension throughout the country (in hours, broken down by month)  
The Service Provider undertakes that country-wide service interruptions due to scheduled maintenance works will take place between midnight and 5 AM, and that such works will not exceed 1 (one) hour per month and 4 (four) hours per year.
- iii. Period of temporary service suspension in local areas (in hours, broken down by month)  
Service interruptions affecting local areas due to maintenance works shall not take longer than one (1) hour per month.

**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**

*Special provisions for flat-rate wireless Internet tariff packages*

The Service Provider's wireless Internet service is based on shared resources, i.e. using network resources shared by users. Users can also affect each other's data transfer rates. As a result, excessive use of these resources by even one Subscriber can negatively affect all other users (result in negative user experience). This is a fundamental characteristic of mobile Internet services. Usage of the network resources as described above may worsen network performance and, consequently, service quality. In view of the above, to ensure proper operation of the network and to improve the average customer experience, in line with the guidelines for network usage supported by the Council of Hungarian Internet Providers (available at <http://www.iszt.hu/iszt/aup.html>), the Service Provider reserves the right to slow down data speed without imposing a limitation on downloadable data volume as follows:

- a) For the Subscribers of certain tariff packages, specified in the "List of Rates" Annex to The Service Provider's General Terms and Conditions, the Service Provider may flexibly and depending on the current usage load of the network, slow down data speed in a given billing period when the domestic data traffic contained in the monthly charge has been used up. When the billing cycle is terminated, the speed will cease to be slowed down. In addition, the Dynamic service quality regulation, described in b) below, will also apply to these tariffs.
- b) For the wireless Internet tariff packages and options specified in the "List of Rates" Annex to the General Terms and Conditions, the Service Provider may employ Dynamic quality of service regulation - hereinafter referred to as QoS - to protect normal users when the Subscriber uses the network resources excessively. The Service Provider shall consider it to be excessive use of network resources if the Subscriber's traffic in the given billing cycle is in excess of 15 GB or another traffic value specified in the tariff for the wireless mobile internet service (Excess Traffic Subscriber). QoS is applied in compliance with 3GPP standard TS 23.107 and ETSI standard TS 123 107 V.9.0.0. (A description of the regulations referred to is available on the following websites: [www.etsi.org](http://www.etsi.org) and [www.3gpp.org](http://www.3gpp.org).) The Excess Traffic Subscriber will get lower priority than other Subscribers when allocating network resources, and whenever the network is overloaded the other Subscribers will be more likely to access network resources than the Excess Traffic Subscriber. As a result, a Subscriber not reaching a data traffic of 15 GB or another traffic value specified in the tariff for the wireless mobile internet service will, during network overloads, under identical circumstances, be allowed data communication at a higher speed than an Excess Traffic Subscriber. With normal network load, an Excess Traffic Subscriber is not discriminated against other Subscribers and may use the network at the same speed as normal users. The Service Provider may assign an Excess Traffic Subscriber to a lower QoS priority level, in case the maximum data traffic of 15 GB or another traffic value specified in the tariff for the wireless mobile internet service is reached, during the current and the subsequent billing cycle.

The Service Provider will provide the guaranteed download and upload speed specified in Section 4.1. of the General Terms and Conditions regardless of the cause of limitation.

#### **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.

##### **4.3.4. Blacklisting a Subscriber's terminal equipment**

The Service Provider is entitled to blacklist mobile phones or the Subscriber's other terminal equipment with which a Subscriber hinders or threatens proper operation of the Service Provider's network, including but not limited to the following devices

- a) terminal equipment without a certificate of compliance,
- b) terminal equipment with improper interface,
- c) terminal equipment using a Subscriber's Service to provide network services,
- a) terminal equipment employed to use packet switched (GPRS) services and to engage in unlawful activity.

#### **4.4. Conditions for connecting subscriber's terminal equipment**

- 4.4.1. Subscribers may use only terminal equipment complying with applicable Hungarian standards and regulations. Subscribers may connect to the Subscriber access point only standard terminal equipment with certificate of compliance and proper interface.
- 4.4.2. If the Subscriber uses unsuitable terminal equipment and, as a result, causes damage to him/herself, the Service Provider may not be held liability for any resulting damage. If a Subscriber causes damage to the Service Provider or a third party by using unsuitable terminal equipment, the Subscriber shall compensate the Service Provider or the third party for the damage caused.
- 4.4.3. Mobile phones stolen from the Subscriber or lost will be blacklisted by the Service Provider, if requested by the Subscriber, for a period of up to one year. To do so, in addition to submitting a written request, the Subscriber shall verify his or her right of disposal over the handset intended to be blocked (e.g. with a bill, subscription or handset sales contract, etc., containing the IMEI number and the Subscriber's details).
- 4.4.4. The Service Provider is entitled to blacklist the mobile phone handset sold to the Subscriber through the specific subscription contract and handset sales contract at a discounted price if the Subscription Contract is terminated before expiry of its definite time for a reason beyond the Service Provider's control and if the Subscriber failed to fulfil its obligation to pay to the Service Provider the sum specified for such cases in the Subscription Contract.
- 4.4.5. The Service Provider is entitled to blacklist mobile phones or the Subscriber's other terminal equipment with which a Subscriber hinders or threatens proper operation of the Service Provider's network, including terminal equipment without a certificate of compliance, terminal equipment with unsuitable interface, and terminal equipment using the subscriber service to provide network services.

## **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 Eht 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. After unambiguously identifying the Subscriber, the Service Provider shall at the Subscriber's request immediately interrupt the mobile phone service if the reason of notification is a loss or theft of the SIM card. The Service Provider may not pass on any charges, incurred in the period between the Subscriber's request and the interruption of the service, to the Subscriber.

5.1.6.2. 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.

5.1.6.3. 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.

- 5.1.6.4. 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 stationary internet access service, fixed-line number service, and/or fax in e-mail service, then those can only be suspended together due to the nature of the services.
- 5.1.11. At the end of the interruption period requested by the Subscriber, the Service Provider is obliged to 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 SIM card or the mobile phone is stolen, it has to be verified to the Service Provider by presenting a copy of the complaint made with the investigative authorities. If the SIM card is stolen or lost, the duration of the fixed-term contract will be extended for the time elapsed from requesting suspension of the service until the SIM card is replaced and activated. The provisions of the General Terms and Conditions concerning the maximum interruption time also apply to such cases. The card is replaced for a fee based on the currently valid Tariffs.
- 5.1.14. In the case of fixed-term contracts, the Subscriber has 14 calendar days to replace the SIM card before the Service Provider may require the Subscriber to pay a reduced, justified and reasonable fee for the period of suspension.
- 5.1.15. If the Subscriber has subscribed to mobile phone and stationary Internet access service through a package which based on its conditions and pricing can be regarded as a standalone product, the Service Provider will make it possible to interrupt specific service elements of such package 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 transfer of stationary Internet access service, in the transfer 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 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. When a subscriber service is restricted, the Service Provider is entitled to limit the traffic initiated by or terminated at the Subscriber, or to reduce quality or other parameters of the subscriber service. Even if a Service is limited, the Service Provider will provide the following mobile phone services:

- a. the possibility to call the Subscriber in Hungary;
- b. forwarding of emergency calls;
- c. possibility to call the Service Provider's customer care;
- d. the possibility to call the Service Provider's call centre to report problems.

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 5.2.2.5 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 limit usage of a subscriber service, in particular the traffic initiated by and terminated by the Subscriber (directed at the Subscriber's access point) or the quality or other parameters of the subscriber service in the following cases:

5.2.2.1. the Subscriber hinders or threatens the proper operation of the Service Provider's network, in particular (but not exclusively) if the Subscriber has connected to the subscriber's access point a terminal equipment that has no certificate of compliance or no suitable interface, or for instance uses packet-switched (GPRS-based) services to perform activities described in Annex 4 entitled Ethical rules for using packet-switched data transmission services.

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 consumption of the subscriber has exceeded the amount, volume of calls, messages or data defined in the General Terms and Conditions or Subscription Contract as the upper limit of usage concerning the given service.

5.2.2.5. 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 in person at any of Service Provider's stores within 15 days of the day of the limitation, data validation takes place, and the Subscriber is able to provide the data indicated in the Subscription Contract. Unless the personal data validation takes place

within 15 days, the Subscriber's all obligations arising from the Subscription Contract become due.

- 5.2.2.6. 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.
- 5.2.3. 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.
- 5.2.4. Information about the amount determined as the upper limit of usage (Individual Value Limit) is contained in Section 2.3.1.5. of these General Terms and Conditions, and the information about downloadable data volume are contained in Section 4.2. of the General Terms and Conditions. After 80 percent of the Individual Value Limit or the downloadable data quantity is reached, the Service Provider will notify the Subscriber or the official contact person appointed by the Subscriber once - at his or her discretion - by an SMS message, email or a pop-up window appearing on his computer screen.
- 5.2.5. The Service Provider will notify the Subscriber or the official contact person appointed by the Subscriber as described in the previous paragraph when the Individual Value Limit or the downloadable data volume is exceeded and inform him or her of the measures required to continue using the full service and announce the costs of usage beyond the specified limit value.
- 5.2.6. 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.
- 5.2.7. 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. The definition of error report**

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 care phone number 1270 that can be called free of charge within Vodafone's network and domestically, or on +3612881270 billed based on the caller's tariff package.

The troubleshooting time only applies to cases where the Service Provider enters into a contract with the Subscriber with the troubleshooting conditions contained in the General Terms and Conditions.

#### **6.1.2. The Service Provider enters into a contract with the Subscriber with troubleshooting conditions for the following cases:**

<b>Error type</b>	<b>Troubleshooting</b>
Mobile phone error.	The Service Provider endeavours to repair a defective handset during the warranty period within 15 days of handover and 30 days when such repair is subject to payment.
SIM card error.	Within 48 hours of handover of the new SIM card. The Service Provider will hand over the new SIM card upon takeover of the defective card, or upon special agreement, have it delivered by courier service.
Locally (in the area supplied by the individual base station controllers), the basic service is not available.	The Service Provider will allow usage of the basic service within 72 hours of reporting the problem.
The basic service is not available in the entire network.	The Service Provider will allow usage of the basic service within 72 hours of reporting the problem.
In the case of mobile phone services, locally (in the area supplied by the individual base stations), a failure to make calls if such failure is due to a reason pertaining to the Service Provider's sphere of interests, and the interruption of a call if it was not the intention of any of the parties to a call.	The Service Provider will eliminate the problem causing call interruption or failure within 72 hours of reporting.
In the case of mobile phone services, in the entire network, a failure to make calls if such failure is due to a reason pertaining to the Service Provider's sphere of interests, and the interruption of a call if it was not the intention of any of the parties to a call.	The Service Provider will eliminate the problem causing call interruption or failure within 72 hours of reporting.

- 6.1.3. When an error is reported, the Service Provider shall investigate the report within 48 hours of reporting and notify the Subscriber based on the investigation carried out whether
- further investigations are needed on site, at the subscriber's access point or affecting that, indicating the time of such investigation (year, month, day, four-hour period that may range from 8 a.m. to 8 p.m.), or
  - the defect could not be detected during the investigation or the defect did not occur for a reason pertaining to the Service Provider's sphere of interests.
- 6.1.4. The Service Provider will repair the defect reported by a Subscriber and proved to be real based on its error identification procedure and pertaining to its sphere of interests within 72 hours of reporting. If consent from a third party (including authorities, public utility or real estate owner), the above time limits will be extended for the time needed to obtain such consent. The Service Provider shall request such consent from a third party within 48 hours.
- 6.1.5. Services and devices which due to the nature of the Internet are not provided by the Service Provider or are not part of the Service provided by the Service Provider are excluded from the Service Provider's sphere of interest.
- 6.1.6. If the investigation or repair is only possible on site, i.e. in the Subscriber's premises, and the time selected by the Service Provider for investigation or repair is not convenient for the Subscriber, then the time elapsed from the time suggested by the Service Provider to the new time previously agreed by the Subscriber will not be included in the deadline available for repairing the defect.
- 6.1.7. If the Service Provider and the Subscriber have agreed on the time of the investigation or repair, and the defect could not be repaired at the agreed time for a reason beyond the Service Provider's control, then the deadline available for correcting the defect will be extended for the time passed from the time, proved to be inconvenient for a reason beyond the Service Provider's control until the new, convenient time mutually agreed by the parties upon the Service Provider's initiative.
- 6.1.8. 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.
- 6.1.9. 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.
- 6.1.10. 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.
- 6.1.11. In the case of erroneous error reporting in cases where the defect does not pertain to the Service Provider's sphere of interests, the Service Provider may charge to the Subscriber the one-off fee specified in Tariffs (if it could only be established during an on-site inspection that a trouble is beyond the Service Provider's control; of the Subscriber insisted on an on-site measurement).
- 6.1.12. 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;
  - the subscriber's call number or other ID;
  - 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**

- 6.2.1. The quality requirements related to subscriber service are contained in Sections 4.1-4.2 of the General Terms and Conditions.
- 6.2.2. The Service Provider is required to pay liquidated damages to the Subscriber in the following cases:
- 6.2.2.1. 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, 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 falling within the subscriber's sphere of interest and the Service Provider fails to commence providing the Service at the new date agreed by the parties.
- 6.2.2.2. 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 sphere of interest, 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 be obliged to pay half of the liquidated damages stipulated in Section 6.2.2.1 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.
- 6.2.2.3. The Service Provider shall pay liquidated damages
- a) from the unsuccessful expiry of the deadline for notification as per Sections 6.1.3 and 6.1.8. 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) 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.
- 6.2.2.4. The amount of the base for calculating the liquidated damages mentioned in Section 6.2.2.3 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.
- 6.2.2.5. 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.
- 6.2.2.6. If in case of stationary Internet access services, the Service Provider fails to comply with the time limits specified in Section 12.2.3 of the General Terms and Conditions and pertaining to the Subscriber's request for relocation, in its geographic service area, due to a reason attributable thereto, the Service Provider shall pay liquidated damages amounting to one-third of the relocation fee for each day of delay.

- 6.2.2.7. 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.
- 6.2.2.8. The Service Provider shall pay liquidated damages of HUF 5000 to the Subscriber
- (a) for each number porting agreement and each failure, if it fails to comply with its reporting obligation defined in section 2.5, paragraphs (1) and (2) of Annex No. 2 to the General Terms and Conditions, for any reason for which it may be held liable.
  - (b) for each number porting agreement and illegitimate rejection, if the Service Provider, as the delivering service provider, has rejected the number porting request
    - (i) without giving grounds,
    - (ii) despite the identification pursuant to section 2.3 of Annex 2 to the General Terms and Conditions,
    - (iii) not owing to an overdue debt pursuant to section 2.4 of Annex 2 to the General Terms and Conditions
    - (iv) not owing to the consultations required pursuant to section 2.1 paragraph (5) of Annex 2 to the General Terms and Conditions, in a justified case, or
    - (v) after the acceptance pursuant to section 2.5 paragraph (3) of Annex 2 to the General Terms and Conditions, in the Hungarian Central Reference Database (KRA).
- 6.2.2.9. 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)**

6.3.1. 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. A Subscriber's reports may be made by the Subscriber or his or her agent authorized to keep Individual Contact at the Service Provider's customer care and points of sale either verbally or in writing. For a list of points of sale, visit [www.vodafone.hu](http://www.vodafone.hu).

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:

Central Customer Care:

- (a) address: H-1062 Budapest, Váci út 1-3. (Westend City Centre, can be visited personally);
- (b) phone number: 1270, which can be called free of charge in the Service Provider's network from Hungary; or: +3612881270, which is billed according to the tariff package of the calling party
- (c) opening hours: Monday-Wednesday: 10.00-20.00, Thursday: 08.00-20.00, Friday-Saturday: 10.00-20.00, Sunday: 10.00- 18.00;
- (d) mailing address: 1476 Budapest, Pf. 350.;
- (e) email address: [ugyfelszolgalat.hu@vodafone.com](mailto:ugyfelszolgalat.hu@vodafone.com).

6.3.2.3. For administration at the Customer Care (by phone, in writing, in person), the Service Provider may request the Subscriber to give the customer safety code provided by the Subscriber (4-6 digits, in Arabic numerals) and any other data specified in the Subscription Contract. The Service Provider may also request the Subscriber to give his or her other telephone number pertaining to the same customer number or any other telephone number where he or she can be called back immediately. 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.

6.3.2.5. When using Mobile Shopping Service, a product/service intended to be ordered/purchased is supplied by a third party other than the Service Provider and the Subscriber. Complaints regarding the price and quality of the product/service, or any other conditions of the purchase will not be handled by Vodafone's customer care. Subscribers may only bring complaints before the Service Provider relevant to the Mobile Shopping Service based on reasons that arose in the Service Provider's scope of interest.

6.3.3. Handling reports by the Service Provider

6.3.3.1. 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.

6.3.3.2. 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.

6.3.3.3. 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.

6.3.3.4. 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. The minutes of complaints made at the Service Provider's points of sale shall be answered by the Service Provider's Central Customer Service in writing within 30 days.

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.

6.3.3.5. 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.

6.3.3.6. 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

6.3.4.1. 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.

6.3.4.2. If a Subscriber disputes the amount of a fee indicated in an invoice in his or her report made with the Customer Care 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.

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

6.3.4.4. 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.

6.3.4.5. 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.

6.3.4.6. 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. In the case of complaints concerning services providing content or mobile purchases, the complaints concerning contents or the purchase, the purchased product or service or the content provider shall be investigated by the content provider. With regard to reports related to the content, the purchased product or service, the organization or person providing the content, or the purchased product or service is competent, whereas reports regarding the charges of purchased product or the billing thereof need to be made by the Subscriber with the Service Provider.

6.3.4.7. 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.

6.3.4.8. The Service Provider is not entitled to terminate the Subscription Contract if a 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.

6.3.4.9. At the Subscriber's request, the Service Provider will make sure by observing the rules for data management that the Subscriber could view free of charge the statement of traffic and billing data (detailed call list) necessary for calculating the payable fee before such managed data are deleted. The Service Provider prepares the detailed call list in all cases no later than within 30 days of receipt of such request.

6.3.4.10. The detailed call list is available on an ad hoc basis, for a definite time or until revocation.

#### 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, with the exception of the case specified in section 6.1.12 of the General Terms and Conditions, 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 from a request made by the Subscriber to the Service Provider (or from the provision of a storage medium), or at the request of the Authorities within the deadline set in the request, the Service Provider shall provide an opportunity for listening to the voice recording at the Central Customer Service of the Service Provider on one occasion per voice recording free of charge, or make available a copy of the voice recording to the Subscriber by handing it over on a storage medium (DVD/CD). The Subscriber shall be entitled to exercise its rights specified in this section both collectively and individually.

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 can be received at a brand representation chosen by the Subscriber, or by post if so requested by the Subscriber, or in the case of Medium and Large Enterprise Subscribers from an agent of the Service Provider. If the Subscriber so requests, the copy of the voice recording shall be made available to it electronically. The Service Provider shall not make the provision of the voice recording subject to any condition other than the identification of 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 Section 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**

By calling the Directory service, the Subscriber may obtain information about the data of other Subscribers if the information disclosure is not prohibited by law or the provisions of the Subscriber to whom the said data belong. The deadline assumed for the update of the data in the Directory Assistance accessible by calling 1270 free from domestic network is 48 hours. Notice about the change of data shall be sent by the Service Provider to the service provider providing access to the Domestic Directory Assistance available by calling 11800 within 48 hours. The service is available for both pre-paid and post-paid clients. The call charges of number 11800 are included in the "List of Rates" Annex to the General Terms and Conditions.

The line number is not displayed in the phone book or the directory.

**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, also with regard to the contents of section 6.2.7. 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 a <http://bekeltetes.hu/index.php?id=testuletek> 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

Central contact information:

Address: H-1052 Budapest, Városház utca 7.

Phone number: +36 1 328 5812, +36 1 485 6957, +36 1 485 6926

E-mail: [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. 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 of Business (hereinafter referred to as 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, which is an integral part of the Subscription Contract made with the Subscriber.

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

##### **7.1.2.1. Simultaneously with the conclusion of the Subscription Contract, the Subscriber shall pay a one-time entry fee, which is a prerequisite for the connection to the Service Provider's network. In addition, it shall pay the monthly subscription fee and the monthly fees for other services, against an invoice, on a monthly basis or in some cases more frequently, in advance, whereas the prices for calls and services (traffic charges and usage fees) subsequently. The rate of traffic charges (usage fees) depends, among other, on the time of day, the type of calls and services (e.g. domestic or international) and the traffic cases (e.g. calls received abroad). The full listing of additional charges to be paid by the Subscriber and the rate of charges payable are contained in the "List of Rates" Annex to the General Terms and Conditions. The Service Provider reserves the right not to issue an invoice at the end of the billing cycle if the total amount of the Subscriber's monthly invoice is less than HUF 1,000 gross, but to send a cumulative bill at the end of the billing period in the amount of traffic charges and monthly fees which have not yet been invoiced exceeds the gross amount of HUF 1,000 gross.**

At the time of concluding new Post-paid Subscription Contracts, the Service Provider may request as advance from Subscriber the 1 month's fee of the ordered service, as determined in the Subscription Contract and corresponding to the chosen tariff package, payable simultaneously with signing the Subscription Contract, or may make the payment of this advance a precondition of concluding the Subscription Contract. The paid advance shall be credited in the first monthly traffic invoice of the Subscriber that is issued after concluding the Subscription Contract maximum up to the fees equalling to the advance. The part of the advance that has not been credited in the first monthly traffic invoice (if applicable) shall be included by the Service Provider in the next traffic invoice. If the Subscription Contract is terminated before the monthly closing, the Service Provider will remit to Subscriber the difference of the proportional monthly fee payable for the period between the conclusion and termination of the Subscription Contract and the advance paid by the Subscriber.

##### **7.1.2.2. The Service Provider shall make the measurement of the service based on time measurement on a per second basis, whereas the calculation and billing of the fee is made on the basis of the billing unit established in the specific Subscription Contract and the "List of Rates" Annex to the General Terms and Conditions. The Service Provider is required to establish its network switching technology system in a way that the priced period for a service based on time measurement shall exceed the actual time of the existence of voice or data connection by a) 1 second with fixed telephone service when the call is disconnected on the caller side, and by 90 seconds when the call is disconnected on the called side, b) 1 second in case of the measured time of Internet service, c) 2 seconds in case of a subscriber connection to a mobile telephone network. The calculation and billing of the fee for data quantity-based services is**

made on the basis of the billing unit established in the "List of Rates" Annex to the General Terms and Conditions.

7.1.2.3. Under the Subscription Contract, the Subscriber is bound to pay a monthly fee to the Service Provider for the Service against an invoice issued and sent by the Service Provider after the billing period as explained in Section 7.1.2.1 of the General Terms and Conditions in accordance with the "List of Rates" Annex to the Subscription Contract 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.

#### 7.1.2.4. Electronic Bill and Document Presentment (E-bill)

Vodafone provides a secure web interface for Subscribers to view electronic bills and documents. The requirements for electronic bills are set forth in Act CXXVII of 2007 on Value-Added Tax.

This service affects the relationship between the Subscriber and Vodafone as invoice issuer as regards the changes to the way of bill presentment.

The Service Provider agrees to present to Subscriber its bills due electronically.

By registering for the service, the Subscriber agrees that the Service Provider will comply with its notification obligation electronically. The Subscriber acknowledges that during the use of the service, Vodafone shall present the information letters and notices (such as those on the results of the investigation of complaints reported by the Subscriber and requests relating to the settlement of issued invoices) associated with the Subscription Contract, the services used by the Subscriber and the use thereof (not required by law to be sent by registered mail with acknowledgement of receipt) on the web interface of the E-bill service (electronic document).

The service is not available for Medium and Large Enterprise Subscribers.

##### *The technical conditions and time limits for using the service*

It is a material condition for using the service that the Subscriber has access to the Internet. The other necessary hardware and software specifications can be found at the website of the Service Provider.

During the service, Vodafone assumes liability for the publication of the invoice issued thereby, the authenticity of invoice image displayed in an electronic form, the protection of the Subscriber's data and the security of the system.

The use of the service may be limited by outage. Vodafone holds planned downtime when it carries out the maintenance, improvement and expansion of the system, or other similar activities. The planned outage period may not exceed 72 hours per occasion.

Vodafone informs Subscriber of the exact date at least three days prior to the planned outage.

The Subscriber acknowledges that continued operation may be interrupted in exceptional cases without the prior knowledge and in spite of the intention of Vodafone. In such cases, Vodafone is obliged to take all measures to reinstate the service as soon as possible. Vodafone is only responsible for damages caused by intentional errors that are attributable to Vodafone.

##### *Terms and conditions of the use of Electronic Bill and Document Presentment (E-bill) service*

The homepage of Electronic Bill and Document Presentment (E-bill) can be viewed by anyone. The Subscriber must register to use the services.

The Subscriber acknowledges that after successful registration, it will only receive invoices by electronic means, that is, Vodafone will no longer issue paper-based invoices or cash transfer orders to the Subscriber.

A registered Subscriber may view or download its electronic invoice and documents after login to the system. Simultaneously with issuing the bill due, Vodafone will send an email and SMS notification to the Subscriber.

The Subscriber acknowledges that the invoice and document presented electronically are authentic only in the form of electronic data.

Vodafone will consider the registration for the Electronic Bill and Document Presentment (E-bill) Service successful, if the Subscriber accepts the terms and conditions of use of the Electronic Bill and Document Presentment (E-bill) Service during registration, and provides the data required for registration by finalising the registration form, and then the electronic confirmation (e-mail) of Vodafone is sent out according to the Vodafone system, or if the Subscriber has declared during the conclusion of the subscription contract that it wants to use the E-bill.

In the case of registration via the Internet, Vodafone shall send the confirmation of registration to the Client by e-mail without delay. The confirmation shall include the name of the Client, the list of bill payer identifiers registered for the service, and the fact of the acceptance of the registration.

The Customer agrees not to disclose the login password to anyone, nor store it at a place accessible to others. The Customer acknowledges that the confidentiality of the password is an event under its control, and Vodafone is not responsible from any damage resulting therefrom.

Vodafone reserves the right to refuse registration or to temporarily or permanently withdraw it at any time in the following cases:

- provision of false or incomplete information.
- any abuse of Vodafone's data, the personal data of invoice issuers and/or other subscribers/customers or the system.
- Termination of the Subscription Contract

#### *Information to be provided during the registration*

During registration, mandatory and optional data can be entered. If the Subscriber does not record any of the mandatory data, Vodafone may reject the Customer's registration. Required fields are marked by the system with \*.

Vodafone shall not be liable for any damage resulting from the provision of an incorrect or inactive email address.

The Subscriber acknowledges that Vodafone will determine the starting date of the issue of an electronic invoice.

The Subscriber acknowledges that if the data given thereby does not correspond to reality or it does not dispose of them as its own property, it has to bear all legal consequences associated therewith.

#### *Discounts to be given in connection with Electronic Bill and Document Presentment (E-bill)*

Service Provider grants a discount on monthly tariffs detailed in Section 1.2.2 of the Tariff Annex if Subscriber chose electronic invoicing prior to 1 July 2014, and its subscription to electronic invoicing service is continuously active, furthermore, Subscriber complies with all the criteria specified in Section 7.1.2.4 of these General Terms and Conditions. Monthly fee discounts shall be granted only for total monthly fees. If Client switches to paper-based billing method after switching to electronic invoicing, a discount of HUF 200 gross on monthly tariffs will no longer be applicable. Service Provider does not provide a discount of HUF 200 for Subscribers switching to electronic invoicing on 1 July 2014 or thereafter.

#### 7.1.2.5. Corporate Electronic Bill Presentment and Analytics Service

A Corporate Electronic Bill Presentment and Analytics Service for Enterprises is provided by Service Provider through E-Bill System for Enterprises. The service provides possibility of viewing the uncertified image of the bill and the uncertified documents associated with the bill, and the use of additional features of Corporate E-Bill System with uncertified billing data.

Medium and Large Enterprise Subscribers can take advantage of the service.

The Corporate E-Bill System is an electronic bill and document presentment system, which allows access to uncertified bill image and advanced bill analytics features.

In order to use the service, Subscriber must register by filling in and signing or electronically submitting the Service Description belonging to the Contract and the Statement included therein. The Subscriber must constantly ensure that all data included in the statement are true and correct, and notify any change to the data promptly in accordance with the Contract.

Vodafone reserves the right to refuse the registration, or to temporarily or permanently withdraw it at any time in the cases described in the service description belonging to the Contract.

Based on the Statement included in the service description that belongs to the Contract, the Subscriber or his authorized representative acknowledges that:

- the Contact Person indicated in the system may access personal data and confidential information pertaining to the entire company, which may include, among other things, billing data, analyses and detailed call information.
- the Contact Person may authorize through Vodafone's online system preregistered Subscribers or Account Payers (hereinafter as Users), who/which are subject to the Agreement, to access the Corporate E-bill System with Account Payer level authorizations.
- the Contact Person and Users are responsible for ensuring that they use their access data in the Corporate E-bill System with due care, do not disclose those to others, and manage the assignment of additional user authorizations with care, given the fact that they have access to confidential billing and call information relative to the entire company.
- Vodafone disclaims all liability and responsibility for damages that arise out of the unauthorized use of the Corporate E-bill System. Contact Person shall not otherwise be entitled to modify all or part of the Agreement. The authorization is valid until revoked. The Subscriber is required to notify Vodafone on the revocation of an authorization to use the Corporate E-bill System, otherwise the Subscriber shall be responsible for all damage caused by using the authorization.

The conditions of the use of features of Corporate E-Bill System and Corporate Electronic Bill Presentment and Analytics Service can be viewed at any time at the Service Provider's website (<http://vodafone.hu>) or in the Service Description belonging to the Contract.

The use of the service may be limited by outage. Vodafone holds planned downtime when it carries out the maintenance, improvement and expansion of the system, or other similar activities. The planned outage period may not exceed 72 hours per occasion.

Vodafone informs Subscriber of the exact date at least three days prior to the planned outage. The Subscriber acknowledges that continued operation may be interrupted in exceptional cases without the prior knowledge and in spite of the intention of Vodafone. In such cases, Vodafone is obliged to take all measures to reinstate the service as soon as possible. Vodafone is only responsible for damages caused by intentional errors that are attributable to Vodafone.

#### 7.1.2.6. Certified e-bill

The Service Provider provides certified e-bill service through the Corporate E-bill System, and allows customers to view certified images of the bill and notifications, as well as uncertified documents related to the bill, and to use the additional functions of the Corporate E-bill System with **uncertified** billing data.

The certified e-bill service is available for Medium and Large Enterprise Subscribers.

This certified e-bill service affects the relationship between the Subscriber and Vodafone, as invoice issuer, in regards to the change of the method of bill presentment.

The Service Provider agrees to present the Subscriber's due and payable bills electronically.

The requirements for electronic bills are set forth in Act CXXVII of 2007 on Value Added Tax and Act XXXV of 2001 on Electronic Signature.

By registering for the certified e-bill service, the Subscriber agrees that the Service Provider will comply with its notification obligation electronically. The Subscriber acknowledges that during the use of the service, Vodafone shall present information letters and notices associated with the Subscription Contract, the services used by the Subscriber and the use thereof that do not have to be sent by registered mail with delivery confirmation under the law (such as those on the results of the investigation of complaints reported by the Subscriber and demands relating to the settlement of issued invoices) on the web interface of the Corporate E-bill System (electronic document).

The Corporate E-bill System is an e-bill and document display system that allows the Subscribers to access certified images of the bill and other developed invoice-analytics functions in case of registering for the certified e-bill service.

##### *The method and conditions of using the certified e-bill service*

For using the certified e-bill service, the Subscriber is required to register for the service by completing and signing or electronically submitting the service description belonging to the Contract and the Statement included therein. The Subscriber must constantly ensure that all data included in the statement are true and correct, and notify any change to the data promptly in accordance with the Contract.

The Subscriber acknowledges that after successful registration, it will only receive invoices by electronic means, that is, Vodafone will no longer issue paper-based invoices or cash transfer orders to the Subscriber.

Vodafone reserves the right to refuse the registration, or to temporarily or permanently withdraw it at any time in the cases described in the service description belonging to the Contract.

Based on the Statement included in the service description that belongs to the Contract, the Subscriber or his authorized representative acknowledges that:

- the Contact Person indicated in the system may access personal data and confidential information pertaining to the entire company, which may include, among other things, billing data, analyses and detailed call information.
- the Contact Person may authorize through Vodafone's online system preregistered Subscribers or Account Payers (hereinafter as Users), who/which are subject to the Agreement, to access the Corporate E-bill System with Account Payer level authorizations.
- the Contact Person and Users are responsible for ensuring that they use their access data in the Corporate E-bill System with due care, do not disclose those to others, and manage the assignment of additional user authorizations with care, given the fact that they have access to confidential billing and call information relative to the entire company.

- Vodafone disclaims all liability and responsibility for damages that arise out of the unauthorized use of the Corporate E-bill System. Contact Person shall not otherwise be entitled to modify all or part of the Agreement. The authorization is valid until revoked. The Subscriber is required to notify Vodafone on the revocation of an authorization to use the Corporate E-bill System, otherwise the Subscriber shall be responsible for all damage caused by using the authorization.
- If the data provided by the Subscriber are false or the Subscriber does not dispose over such data as its own, the Subscriber shall be responsible for all legal consequences that stem therefrom.

*The technical conditions and time limits of using the certified e-bill service*

A material precondition of using the certified e-bill service is that Subscriber has access to the Internet.

The functions of the Corporate E-bill System and the additional conditions of using the certified e-bill service can be found at all times on the website of the Service Provider (<http://vodafone.hu>) or in the service description belonging to the Contract.

During the time of using the certified e-bill service, Vodafone assumes liability for displaying the invoices issued by Vodafone, the authenticity of the image of the invoice displayed in electronic form, the protection of the Subscriber's data and for the security of the system.

Using the certified e-bill service may be limited by outages. Vodafone holds planned downtime when it carries out the maintenance, improvement and expansion of the system, or other similar activities. The planned outage period may not exceed 72 hours per occasion.

Vodafone shall notify the Subscriber of the time of the planned outage at least three calendar days in advance on its information site or by electronic means.

The Subscriber acknowledges that continued operation may be interrupted in exceptional cases without the prior knowledge and in spite of the intention of Vodafone. In such cases, Vodafone is obliged to take all measures to reinstate the service as soon as possible. Vodafone is only responsible for damages caused by intentional errors that are attributable to Vodafone.

- 7.1.2.7. The Subscriber may use the Service until the individual value limit specified based on Section 2.3.1.5. is reached, without the Service Provider's requiring it to make inter-month fee payment. The payment of inter-month fee can be made in cash or cash equivalents (cards, at the Service Provider's sales points), by bank: transfer (collection excluded) and by mail: cash-transfer order, or via ATM machines. The Service Provider will ensure that the Post-paid Subscriber may receive information about the customer's account status as set out in the current Tariff through a call initiated to number 1751 from the Subscriber (SIM) card belonging to the Vodafone Network or by means of the SMS message received as a reply to the text message sent by the Subscriber to the above number. The information available on number 1751 is for informational purposes only.

During payment through ATM machines, Post-paid Subscribers need to give the mobile phone number belonging to the subscriber relationship/SIM card affected by payment. If the Post-paid Subscriber has more than one bill payers, fee payment via ATM machines cannot be accomplished.

Payment of the inter-month charge is due upon notice by the date indicated therein, without waiting for the inter-month invoice.

- 7.1.2.8. 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.
- 7.1.3. The deadline of issuing the invoice is the 8<sup>th</sup> day following the day of account closure. The invoice is delivered on the day when the Subscriber receives the invoice, but at the latest on the following day:
- Subscribers whose account is closed on the 6<sup>th</sup> day of the month, on the 21<sup>st</sup> day of the month of the account closure;

- Subscribers whose account is closed on the 13<sup>th</sup> day of the month, on the 28<sup>th</sup> day of the month of the account closure;
- Subscriber whose account is closed on the 19<sup>th</sup> day of the month, on the 6<sup>th</sup> day of the month following the month of the account closure;
- Subscriber whose account is closed on the 25<sup>th</sup> day of the month, on the 12<sup>th</sup> day of the month following the month of the account closure;
- Subscriber whose account is closed on the 28<sup>th</sup> day of the month, on the 16<sup>th</sup> day of the month following the month of the account closure.

If the invoice delivery date does not fall on a business day, then the invoice delivery date shall be the first business 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 amend the billing periods.

- 7.1.4. 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.
- 7.1.5. 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, defects occurring with stationary networks and the mobile telephone service faults in connection with international roaming service of other Service Providers during the use of roaming services by the Subscriber. 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).
- 7.1.6. 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 shall provide the SIM card required to use the services for each Subscriber as provided for in these General Terms and Conditions, for which the Subscriber can choose a tariff package at its discretion.

Upon request, the Service Provider shall provide a device for all of its Subscribers according to the list price (list of device prices without discount).

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

Occasionally, the Service Provider will enable the use of discounts offered thereby – including the devices offered at discounted price in individual tariff packages during various campaigns – only to a limited extent.



The Parties shall sign a sale contract for the device. Costs of the device shall be governed by the sale contract and provisions of the Hungarian Civil Code.

The Service Provider will issue to the Bill Payer(s) one group invoice per Bill Payer every month, or the minimum number allowed by the relevant technical conditions, in which the aggregated billing of the turnover of all existing SIM cards shall be made under Bill Payer identifier(s).

Bill Payers are committed to pay the expenses incurred in connection with the service access points specified in the Subscription Contract and the handset sales contract, including in particular the fees of services used, to the Service Provider instead of the Subscriber under the provisions of the Subscription Contract and the handset sales contract.

The Bill Payers and the Subscriber are jointly and severally liable for payment of all costs incurred under the Subscription Contract and the handset sales contract; in case of late performance 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. The differences resulting from the different payment methods concerning the Subscriber**

- 7.2.1. The Subscriber may pay the fees in cash, by bank transfer, credit card, money order, cash-transfer order, through ATM machines, using the fee collecting partners of the Service Provider or through the Vodafone website (<http://www.vodafone.hu/szamlabefizetes>) or by direct debit order in case of the Service Provider's prior express consent.
- 7.2.2. During payment through ATM machines, Subscribers need to give the mobile phone number belonging to the subscriber relationship/SIM card affected by payment. If the Subscriber has more than one bill payers, fee payment via ATM machines cannot be accomplished.
- 7.2.3. The Service Provider provides a possibility for the payment of charges also through the Service Provider's payment partners. The payment partners collect the payments while acting on behalf of the Service Provider, as authorised cash offices of the Service Provider.

The service provider's payment partners and methods of payment provided by them:

- Magyar Lapterjesztő Zrt. (head office: H-1097 Budapest, Táblás utca 32.Hungary) as a data processor: payment of fees is available in the network of shops operated by the fee collection partner (Inmedio, Relay and shops selling newspapers) in cash transactions on POS terminals. In the course of fee payment, Post-paid Subscribers need to enter the mobile phone number belonging to the subscriber relationship/SIM card affected by payment. The fee collection partner shall issue a non-tax cash receipt following successful payment. The Service Provider and the fee collection partner will not charge a separate fee for the transaction, but this payment method does not comply with the E-Pack payment methods undertaken in the event of recourse to the individual packages, which may entail invoicing of a fee for the failure to implement the e-Pack Terms.
- 7.2.4. The date of settlement of invoices:
- in case of postal orders, it is the day on which the amount paid arrives at the Service Provider's bank account;
  - in case of bank transfer, it is the day on which the amount paid arrives at the Service Provider's bank account;
  - in case of payment with a debit or credit card suitable for online purchase, issued in the native country, it is the day on which the amount paid arrives at the Service Provider's bank account;
  - in case of cash payment, it is the day on which the Subscriber pays the amount of the fee due in cash;
  - in case of payment through a bank ATM machine, it is the day on which the amount paid arrives at the Service Provider's bank account;
  - in case of direct debit, it is the day on which the bank successfully debits the customer's account with the amount in question
  - In case of payment through the Vodafone website (<http://www.vodafone.hu/szamlabefizetes>), it is the day on which the amount paid arrives at the Service Provider's bank account.
  - In the case of payment through the Service Provider's payment partners, it is the day when the Subscriber has made a successful deposit at the payment partner.
- 7.2.5. In case of direct debit, if the financial institution (bank) rejects the Service Provider's debit order twice in a row, the Subscriber may further settle the fees only in cash, by cash-payment order or through ATM machines. After that, following the change of the method of payment initiated by the Service Provider, direct debit as a payment method can be chosen again only after three months.
- 7.2.6. 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 begins for 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.

7.2.7. Except for Prepaid subscriber services, the Service Provider is required to indicate the charges payable by the Subscriber in the following grouping in the attachment of the issued invoice:

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

The Service Provider shall separately indicate charges on voice and non-voice calls, as well as the charging periods in the invoice attachment.

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

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

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

### **7.3. The rules of 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. The manufacturers' service stations will always perform a software update to faulty devices or the ones suspected to be faulty, submitted by the Subscriber for servicing. This is not considered repair, but pursuant to the manufacturers' specifications it is required to be done in order to remove potential faults not even detected by the user. The memory contents of the device (phone book, games, etc.) may be damaged or lost in the service process. The Service Provider does not assume responsibility for the resulting damage.

#### **7.3.2. The Subscriber's compensation claims procedure**

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**

If the Subscriber makes any intervention to the Subscriber (SIM) card handed over thereto and this affects the quality of mobile radio telephone service, or otherwise causes damage to the Service Provider, the Service Provider shall consider it a violation of the Subscription Contract and is entitled to terminate the same upon giving 30 or 15 days' notice and to claim damages from the Subscriber.

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 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.

#### **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.

7.4.2.1. 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 falling within the subscriber's sphere of interest, and the Service Provider fails to commence providing the Service at the new date agreed by the parties.

7.4.2.2. 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 sphere of interest 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 6.3.2.1 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 related rules are included in Annex 2 to the General Terms and Conditions.

### **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)**

8.2.1. In the case of mobile phone and mobile internet service, it is not possible to change providers without interruption.

#### **8.2.2. Uninterrupted change of service providers in case of DSL service**

In case of uninterrupted change of service providers, the Service Provider shall in any case act according to the processes of its telecommunication partners. Uninterrupted change of service providers can be established only where it is also made possible by the processes of the electronic communications service provider providing public voice services for the Subscriber through stationary telephone lines.

For the sake of the clarity of the text, in this Section, the Internet service provider involved in the uninterrupted change of service providers with which the Subscriber wishes to terminate its legal relationship is hereinafter referred to as "Service Provider 1", whereas the new Internet service provider with which the Subscriber wishes to establish a subscriber relationships is indicated as "Service Provider 2".

For the purpose of this Section, debts shall mean the amount either to be paid in advance or indicated on the invoice issued for the Subscriber by Vodafone Magyarország Zrt. about the price of ADSL Internet service, which is overdue on the day of initiation of the establishment of a relationship with the Service Provider 2 and unpaid by the Subscriber until the date indicated on the invoice. The amount of fees issued subsequently as liquidated damages (compensation) against the Subscriber by Service Provider 1 as a legal consequence of the dismissal by the Subscriber during the fixed term shall not be regarded as debt.

According to the cooperation agreement referred to, the conditions for uninterrupted change of service providers for the Subscriber are the following:

- The time to ensure uninterrupted change is very short, so the active cooperation of the Subscriber is also necessary in the process. If it fails to comply with the deadlines pertaining thereto, the service providers cannot provide ADSL Internet service without downtime. In this case, the claim submitted to the Service Provider may be rejected.
- The Subscriber shall initiate the establishment of a contractual subscriber relationship with Service Provider 2 and at the same time authorize Service Provider 2 to act with Service Provider 1 to end its existing subscription contract with Service Provider 1.
- If the Subscriber wishes to change Service Provider 1 to another service provider, it shall authorize the change of service providers if the Subscriber does not have outstanding debts against Service Provider 1.
- In case of a change of service providers within a fixed time period, Service Provider 1 shall only authorize to change the service provider if the Subscriber has paid the liquidated damages calculated based on the liquidated damages imposing letter issued due to contract termination within a definite period of time.
- Service Provider 1 may reject a request for change of service providers if the Subscriber waives its intention for uninterruptible change of service providers and indicates the same to Service Provider 1.

The tasks of Service Provider 1 according to the cited cooperation agreement are the following:

- Cooperation with the electronic communications services provider providing public voice service for the Subscriber, Service Provider 2 and the Subscriber as specified in the process description.

The tasks of Service Provider 2 according to the cited cooperation agreement are the following:

- Cooperation with the electronic communications services provider of the Subscriber, Service Provider 1 and the Subscriber as specified in the process description.
- Informing the Subscriber of the process of change, the possibility of use.
- Informing the Subscriber about the reason for the failure of uninterrupted change of service providers.

Uninterrupted change of service providers is only possible if the old (to be given up) and the new (to be ordered) service match in all parameters (status, nature, type, bandwidth).

Pursuant to the cooperative agreement referred to, the process of uninterrupted change of service providers is as follows:

- The Subscriber shall initiate the establishment of a contractual subscriber relationship with Service Provider 2 and at the same time authorize Service Provider 2 to act with Service Provider 1 to end its existing subscription contract with Service Provider 1. Service Provider 2 shall inform the Subscriber that a condition for uninterrupted change of service providers is that there is no definite period with Service Provider 1 and that the Subscriber pays its outstanding debts arising from the existing Subscription Contract with Service Provider 1.
- Service Provider 2 shall send the application for change of service providers within 1 (one) working day as from the submission of the claim by the Subscriber to the electronic communications services provider of the Subscriber, clearly indicating the intention of changing service providers.
- Magyar Telekom Nyrt. and Invitel Zrt. providing the Service Provider with the service of "Wholesale Fast Access" resold through its telecommunication partners based on a wholesale contract for the provision of its retail stationary Internet access service shall judge the demand notification no later than within 2 (two) working days as from its submission and will check whether the demand meets the conditions imposed thereby and shall as a result accept or reject it.
- In case the demand notification is rejected, electronic communications service provider of the Subscriber shall notify Service Provider 2, within 2 (two) working days as from the submission of the demand, of the reasons for rejection. If electronic communications service provider of the Subscriber accepts the demand, it shall contact Service Provider 1 within 2 (two) working days for the purpose of providing information according to the next paragraph.
- Within five (5) working days, or within two (2) working days in the process repeated based on the last paragraph of this process description after contacting Magyar Telekom Nyrt. or Invitel Zrt. providing the Service Provider with the service of "Wholesale Fast Access" resold through its telecommunication partners based on a wholesale contract for the provision of its retail stationary Internet access service, Service Provider 1 shall provide information (in this Section hereinafter referred to as the "Information") to the electronic communications service provider of the Subscriber about the existing definite term or debts of the Subscriber with Service Provider 1, or about the fact that in the meantime the Subscriber withdrew its intention to change service providers. If Service Provider 1 limit does not give information within the time set in this paragraph to the electronic communications service provider of the Subscriber, the electronic communications service provider of the Subscriber shall perform the change of service providers as indicated in the following paragraphs.
- If based on the information provided by Service Provider 1 the Subscriber does not have any effective definite Subscription Contract concluded with Service Provider 1, or outstanding debts, or if Service Provider 1 does not provide information within the time limit to the electronic communications service provider of the Subscriber, the electronic communications service provider of the Subscriber shall perform the change of service providers within 3 (three) working days while informing Service Provider 1 and Service Provider 2.
- If based on the information provided by Service Provider 1 the Subscriber has an effective Subscription Contract entered into for a definite period of time, the electronic communications service provider of the Subscriber shall inform Service Provider 2 within 1 (one) working day, who once again calls on the Subscriber's attention to the conditions of the change of service providers.
- If based on the information provided by Service Provider 1 the Subscriber in the meantime withdrew from its intention to change service providers, Service Provider 1 shall inform the electronic communications service provider of the Subscriber within one (1) working day, who informs Service Provider 2 thereabout within 1 (one) working days.



- Service Provider 2 may, depending on its decision, directly contact Service Provider 1 within 2 (two) working days as from the notice of the electronic communications service provider of the Subscriber, which shall send, within 1 (one) working day after the contact, to Service Provider 2 any voice recording, or documents (such as the Subscriber's statement or part of the new Subscription Contract between Service Provider 1 and the Subscriber, which demonstrates for Service Provider 2 that the Subscriber had changed its original intention connected with the change of service providers) supporting that the Subscriber had withdrawn from its intention to conclude a subscription contract.
- If based on the information provided by Service Provider 1 the Subscriber has outstanding debts arising from the Subscription Contract made with Service Provider 1, the electronic communications service provider of the Subscriber shall, within 1 (one) working day as from the receipt of the information, inform Service Provider 2 thereabout, who calls the Subscriber to prove the payment of debts to Service Provider 2. Service Provider 1 provides a possibility for the Subscriber to fulfil its obligations in this Section within the shortest possible time.
- Following confirmation to Service Provider 2 of the settlement of the debt owed by the Subscriber to Service Provider 1 based on the Subscription Contract between them, Service Provider 2 shall confirm the demand of changing service providers within one (1) working day for the Subscriber and the electronic communications service provider Invitel Zrt. Magyar Telekom Nyrt. providing the Service Provider the service of "Wholesale Fast Access" resold through its telecommunication partners based on a wholesale contract for the provision of its retail stationary Internet access service shall contact Service Provider 1 within two (2) working days following confirmation by Service Provider 2 of the request for a change of service providers for the sake of giving Information thereto. In connection with the information content and the further process of the change of service providers, those written above shall apply mutatis mutandis.

Service Provider 1 shall, regardless of whether the Subscriber actually wants to change service providers, after the approval of the request for a change of service providers, consider the Subscription Contract terminated. If Service Provider 1 rejects the request for a change of service providers for the right reasons, the Subscription Contract shall not be considered terminated, unless the Subscriber indicates its intention to terminate by way of a prior written notice to Service Provider 1.

Service Provider 2 does not accept responsibility for the fact that the order will be carried out as a change of providers without interruption over the course of the occurring process steps that do not fall within the sphere of interest of Service Provider 2.

If Service Provider 2 cannot implement the Subscriber's order as an uninterrupted change of service providers, the Service Provider shall indicate it to the Subscriber, who declares whether it maintains its order in case of the standard establishment process as well.

If the change of service providers without interruption also requires installation operations, an outage of no more than 48 hours may occur in the provision of the service.

If the Subscriber intends to transfer its existing "bare" ADSL service, when initiating the change of service providers, it shall provide its SD/AD identifier to Service Provider 2. Failing to do so, Service Provider 2 cannot initiate the change of service providers. The Subscriber may obtain this SD/AD identifier from Service Provider 1.

In case of some ADSL services, the process of uninterruptible change of service providers may vary from those above, more information shall be provide by the customer service.

Given the fact that the Subscriber is adequately informed about the content of its Subscription Contract made with the Service Provide, in particular, in respect of the assumed definite periods, the Subscriber is required to pay to the Service Provider the liquidated damages indicated in these General Terms and Conditions, arising from the change of service providers before the end of the fixed period of engagement even if the Service Provider as Service Provider 1 fails to comply with the notification requirements within the time limit as described in the above process to the electronic communications service provider of the Subscriber.

**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**

Not applicable in the case of the Service Provider.

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

- 9.1. The duration of the Subscription Contract may be fixed-term or indefinite, as specified in the Subscription Contract. Rules for termination of the Subscription Contract are laid down in Sections 12.3-12.7 of the GTC.
- 9.2. 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, with the proviso 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.
- 9.3. 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.
- 9.4. 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.
- 9.5. 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, if they don't, the Basic Tariff shall apply.

**10. Data Management, 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 3.

## **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 3 to the General Terms and Conditions.

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

Third-party data processing takes place in accordance with Annex 3 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 3 to the General Terms and Conditions.

### **10.2.4. Violation of personal data**

Detailed rules on the violation of personal data are included in Annex 3 to the General Terms and Conditions.

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

The Subscriber's rights and obligations relating to data processing are set forth in Annex 3 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 itemized attachment to the invoice with detailed call list, 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 services maintained by Service Provider, brand representations 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 and Annex No. 3 hereof.

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 modification, the way of informing the Subscriber thereabout, rights due to Subscribers in connection with the unilateral contract modification**

#### **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 creation of a subscription contract by implicit conduct, as acceptance of an offer for contract modification 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 (in particular, in the case of prepaid services, the Subscription Contract made by topping up the credit), 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's service or the use of the same under changed conditions, or the payment of the changed and invoiced 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.

In case of the termination of tariff packages, options, services or certain elements of service by the Service Provider for the future, the Subscriber's tariff package shall change to the Base Tariff upon expiry of the deadline under the specific Subscription Contract if the Subscriber does not switch to another tariff package upon receipt of the notification thereof within the time limit and with the conditions indicated therein, or unless its contract is terminated if the Subscriber is entitled to termination.

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 Section 9.1 of the General Terms and Conditions.

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



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

II) Cases of unilateral contract modification:

- (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;
- (3) Change of the subscriber's phone number

(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 or 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 classed 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 services' 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 classed 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.

### (3) Change of the subscriber's phone number:

#### Change of the subscriber's phone number

The Service Provider shall have the right to change the subscriber's phone number without obligation to pay compensation in the following cases:

- if the subscriber requests so
- if it is inevitable due to technical or traffic reasons, provided the authorities had demonstrated the need for this step
- if amendment is required by law

The Service Provider shall inform the Subscriber about the proposed changes at least 30 days earlier, providing the related information at the same time.

### 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. invoice letter (if the Service Provider sends such) or invoice notification email;
- ii. if the Service Provider is not required to send an invoice letter or sending an invoice is not possible because the date stipulated by law for notification is before the date to send the invoice 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 number portability fees, 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 due to the Subscriber in connection with unilateral amendment to the contract**

If an amendment made unilaterally by the Service Provider contains any provisions disadvantageous to a Subscriber qualifying as a Small Enterprise Subscriber – thus, especially if the service fee is increased, the content of the service is changed -, the Subscriber qualifying as a Small Enterprise Subscriber shall be entitled to

terminate a fixed-term Subscription Contract with immediate effect without further legal consequences within 45 (forty-five) days from the receipt of the notice of amendment. The use of the subscriber service, or the use of the subscriber service under the changed conditions, or the payment of the changed and billed fees by the Subscriber after proper notification to the Subscriber shall particularly constitute the implicit acceptance of the offer for an amendment initiated by Vodafone. If the Agreement is amended in order to change the fees, failure to make an objection shall constitute implicit acceptance, provided that Vodafone has properly complied with its obligation of notification.

## **12.2.Cases and conditions of the Subscriber-initiated amendment of contract, the time limit for completion of the amendment**

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 modifying the Subscription Contract shall mean a conduct by which a person who is in a subscription contract with Vodafone, 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-care 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-care 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 Legal Successor in accordance with the General Terms and Conditions of Business of Vodafone if there is a change in the person of the Subscriber due to a legal succession on the grounds of a contract or other reasons (the "Transfer").

Through legal succession on the grounds of a contract or other reasons the prospective legal successor may become a Business Subscriber only if it meets the provisions set out in the General Terms and Conditions of Business of Vodafone on Business Subscribers, otherwise concluding a Subscription Contract as an Individual Subscriber is possible. For a Subscriber carrying out other forms of activity, transfer is not possible on the grounds of a contract or legal succession.

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.

If the stationary telephone line is transferred in case of an ADSL service with stationary telephone line, the Subscriber must notify the Service Provider thereof.

If the Subscriber initiates the transfer of the subscription belonging to his mobile call number, the fixed-line number assigned to the subscription shall be automatically changed if, as a result of transferring the subscription, neither the geographical address of the Subscriber's registered office, nor the geographical address of his place of business would belong to the area of the previously used fixed-line number.

#### 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 for Individual Subscribers) shall apply.

If in case of DSL service with a phone subscription, the Subscriber or a subscriber of the stationary telephone line announce the change in the nature of subscription to the Service Provider of the stationary phone service provider, the Subscriber shall notify the Service Provider of the change in the nature of subscription within 8 (eight) days.

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



### 12.2.3. Change in the place of stationary Internet access services (relocation)

Relocation may only take place within a given service area. If the Subscriber requests the relocation of stationary Internet access service to geographic area not covered by the Service Provider 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.

The relocation of stationary Internet access service shall take place upon the Subscriber's request, within no more than 30 days as from the receipt of the request, or at a later date indicated by the Subscriber in the relocation application, but no later than within 90 days as from the receipt of the relocation application by the Service Provider in case the Subscriber submits all the documents required for the relocation complete and signed or send them electronically, and/or provides the necessary conditions for the relocation, furthermore, there is no technical obstacle to the relocation. In case of the Subscriber's incomplete or incorrect data supply, the time of relocation is to be calculated from complete data supply. If the technical conditions for the implementation of the relocation are missing, the Service Provider shall notify the Subscriber within 15 days of the request for relocation application.

During the relocation of the ADSL service, the Subscriber shall pay the monthly fees for suspension. The Service Provider shall enforce the reduced charge subsequently, in light of the actual suspension period, in the form of crediting. The duration of a fixed-term contract shall be extended by the time of relocation.

Stationary internet access service is available via ADSL service with or without a stationary telephone subscription. ADSL service is considered a stationary telephone subscription if a prerequisite for the establishment and use thereof is a Subscription Contract concluded with an electronic communications service provider for the provision of electronic communications services in a stationary telephone line for the Subscriber, as opposed to ADSL service without stationary telephone subscription, where the provision of stationary Internet access services is only subject to the access to the network of Magyar Telekom Nyrt. or Invitel Zrt.

- a. In case of ADSL service with stationary telephone subscription:
  - If the Subscriber, in case of telephone subscriber service, also has the stationary phone lines required to use the ADSL service relocated by the electronic communications service provider to the new installation address, and the Subscriber's account number does not change with the electronic communications service provider providing the stationary telephone service, the relocation of ADSL service may take place only after the relocation of the telephone line, and only if in the new installation address notified by the Subscriber, the technical conditions are given for the use of the ADSL service. The relocation of the ADSL service shall take place within no more than 30 days after the relocation of the telephone line.
  - If the Subscriber of the stationary telephone line from which the ADSL service is relocated is identical with the Subscriber of the stationary telephone line to which the ADSL service is relocated, and the relocation is also made possible by the electronic communications service provider of the Subscriber.
  - Since ADSL service with a stationary telephone subscription is subject to the existence of a telephone line, the telephone line and the ADSL installed thereon are closely related to each other, the Subscriber can also initiate the relocation through the electronic communications service provider providing the stationary telephone service. Relocation of the stationary telephone line involves the relocation of the ADSL installed thereon, and the relocation of ADSL involves the relocation of the associated stationary telephone line as well, except where the Subscriber explicitly ordered it otherwise in writing or electronically (but not contrary to these General Terms and Conditions of Service).
  - If upon the request for the relocation of the ADSL service, the technical conditions necessary for the provision of ADSL service are not available at the new installation address, or at the Subscriber's request, the ADSL shall not be relocated with the associated telephone line, the Subscription Contract

shall remain in force with unchanged content, or at the Subscriber's request, the subscriber access point shall be terminated and the subscription will be suspended until the implementation of the relocation.

- b. In case of ADSL service without stationary telephone subscription:
  - If upon the request for the relocation of the ADSL service, the technical conditions necessary for the provision of ADSL service are not available at the new installation address, the Subscription Contract shall remain in force with unchanged content, or at the Subscriber's request, the subscriber access point shall be terminated and the subscription will be suspended until the implementation of the relocation.

#### 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.

#### 12.2.5. Switch between post-paid subscriber packages

Any change to a tariff package is possible as set out for the use of the particular tariff package under the General Terms and Conditions.

From the post-paid package, one can change to currently commercially available post-paid packages.

The Subscribers may switch between post-paid packages if they do not have debts or arrears with payment. Tariff change is possible once per billing cycle. During a fixed-term Subscription Contract, change of tariff packages is not possible. The Service Provider agrees to ensure a tariff package change between post-paid tariff packages within 48 hours.

During the term of fixed-term contracts, the Subscriber may modify conditions of the services contracted having regard to the benefits (in particular: tariff package or option) by mutual consent of the parties to the Specific Subscription Contract. A change of tariff packages and/or options is possible in the event if the joint monthly fee of the new tariff package and option chosen by the Subscriber is higher than combined monthly fee of the tariff packages and options agreed in the fixed-term contract. The new tariff and option can be changed only in the same manner for the rest of the definite period.

In the event of a change of tariff package, prorated fractional monthly fees shall be billed for the period between the start of the billing period and date of tariff change and for the period between the tariff package change and billing end date, and the total traffic limit may be used proportionately, as well.

#### 12.2.6. Change from a monthly subscription fee (Post-paid) subscription to Vodafone pre-paid card package (Pre-paid subscription)

It is not possible for business subscriptions.

#### 12.2.7. Conditions for switching from pre-paid to monthly subscription fee tariff package

It is not possible for business subscriptions.

#### 12.2.8. Change of the subscriber's phone number

The Service Provider shall, at the request of the Subscriber, change the subscriber number if the technical conditions for the change of the number are given. The new subscriber number will be selected by the Service Provider from the available number range.

If the Service Provider refuses to change the Subscriber number due to lack of technical conditions, it must provide detailed reasons for the refusal.

If the subscriber phone number is changed, the subscriber may request that the service provider does not allocate the phone number to another subscriber, and that it offers, on the previous subscriber number, information about the new subscriber number, using a text chosen by the subscriber from the set of texts specified by the service provider. This service, if the change occurs in the cases mentioned in this Section 12.1.2 II subsection (3), is free of charge for the time requested by the subscriber, but no more than 3 months.

The fee of the service is specified in Annex 1 to the General Terms and Conditions, entitled List of Rates, as amended from time to time.

The Service Provider provides information about the change of the subscriber phone number via its customer service or the directory service, until the phone number is allocated to another subscriber, but no more than 1 year following the change of the phone number.

If the Subscriber has Fixed-line number service, the special provisions on its use are included in section 3.1.2.38.

### **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 5<sup>th</sup> (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 jeopardizes the proper operation of Service Provider's network in any way – including but not limited to the use of packet-switched (GPRS-based) services in breach of Annex No. 4 of the General Terms and Conditions – and fails to eliminate such breach of contract even after 3 days from notification thereof including legal consequences;
- b. in case the reason of suspending the service as defined in Section 5.1.6.3 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. it uses the subscription Service for the provision of network services;
  - ii. 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;
  - iii. there is a strong reason to assume that Subscriber has misled or endeavours to mislead Service Provider,
  - iv. in the course of using packet-switched (GPRS-based) services Subscriber acts in an unlawful way.
- f. the Subscriber failed to fulfil Section 5.1.6.2 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 2<sup>nd</sup> (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 Vodafone on the grounds of unpaid charges, other than as above, is 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 invoice complaint under Section 6.2.4 hereof before expiry of payment deadline. Payment deadline shall not be expanded with the examination of the invoice 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 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, another telephone number registered for the same customer number or any other telephone number that can be called back immediately.

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: call number and customer security number belonging to the subscription(s) intended to be terminated, name of the subscriber.

The Subscriber may exercise termination through the electronic interface 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: call number and customer security number associated with the subscription(s) intended to be terminated, name of the subscriber.

In the case of termination communicated by email sent to the Central Customer Centre's email address, the Subscriber shall provide the following data: call number and customer security number associated with the subscription(s) intended to be terminated, name of the subscriber.

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 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 agreed otherwise by the Parties, a Small Enterprise Subscriber shall be entitled to terminate an indefinite-term Subscription Contract with immediate effect without further legal consequences at any time. If the right of termination with immediate effect is exercised, upon the (giving or sending) receipt of the notice of termination by the Service Provider, the Service Provider shall take the technical steps required for the termination of the Subscription Contract without delay, and the Subscription Contract shall terminate on the day following the (giving or sending) receipt of the notice of termination by the Service Provider the latest.

In the case of Medium and Large Enterprise Subscribers the period of notice shall be 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 an amendment made unilaterally by the Service Provider contains any provisions disadvantageous to a Subscriber qualifying as a Small Enterprise Subscriber - thus especially if the service fee is increased, the content of the service is changed -, the Subscriber qualifying as a Small Enterprise Subscriber shall be entitled to terminate a fixed-term Subscription Contract with immediate effect without further legal consequences within 45 (forty-five) days from receipt of the notice of amendment.
- 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 12.5.5.3 (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 wireless internet (e.g. mobile internet access) and mobile phone 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 12.6.11 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) Reserved for editing purposes
- (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) of 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. *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.

### **12.5.2.1. Specific cases and conditions of termination of Subscription (upon death of sole trader)**

In the event of the death of a sole trader Subscriber, the person entitled to succession (heir) shall immediately notify Service Provider of this fact after the issue of the Death Certificate, and shall provide Service Provider with credible proof thereof, which can be done by presenting the original Death Certificate issued by the competent authority. Service Provider is entitled to make a copy of the already presented, original Death Certificate and to retain the copy for 1 year. The person entitled to succession (heir) acknowledges that the Subscription Contract terminates retroactively, on the day of death.

For phone numbers transferred to recipient Service Provider via number porting process, following the termination of the Subscription Contract due to the fact of death, the right for subsequent use of the call number affected reverts to the donor Service Provider as authorised number designation licence owner. The person entitled to succession (heir) acknowledges that following the presentation of the Death Certificate, the Subscription Contract terminates retroactively, on the day of death.

In the event of the death of Subscriber, and after having been made aware of this fact according to those set out above, Service Provider considers the subscription terminated on the day of death of Subscriber without any further condition.

If the person entitled to succession (heir) or any other person uses the Subscriber phone number at its own discretion for billable purposes between the period of the day of death of Subscriber and the notification of Service Provider thereof, he/she shall pay such costs to Service Provider.

If following the day of death there was billable traffic on the Subscription (Subscriptions) concerned, Service Provider becomes entitled to bill the monthly, traffic and other charges incurred between the day of death and the last billable traffic to the person entitled to succession (heir). These charges are billed in a Final invoice, the settlement of which by the deadline indicated in the invoice shall be borne by the person entitled to succession (heir). In the event of failure to do so, these charges become recoverable in line with the provisions of the civil law.

The person entitled to succession (heir) has the possibility to present the original Death Certificate and to provide credible proof thereof at the brand representation offices of Service Provider or by sending an electronic mail to the electronic mailing address ([corporate.hu@vodafone.com](mailto:corporate.hu@vodafone.com)) of Vodafone's Key Account Customer Service.

### **12.5.2.2. Specific cases and conditions of termination of subscription (upon dissolution without legal succession)**

In the event of the dissolution of Subscriber without legal succession, the liquidator or receiver (hereinafter: Authorised representative) shall immediately notify Service Provider of this fact after the court order about the removal of Subscriber is issued, and shall provide Service Provider with credible proof thereof, which can be done by presenting the official document issued by the competent court of registration about the removal of

Subscriber from the commercial register. Service Provider is entitled to make a copy of the already presented court of registration document and to retain the copy for 1 year. The Authorised representative acknowledges that the Subscription Contract terminates retroactively, on the day indicated as the day of dissolution without legal succession in the court of registration document.

For phone numbers transferred to receiving Service Provider via number porting process, following the termination of the Subscription Contract due to dissolution without legal succession, the right to subsequent use of the call number affected reverts to the donor Service Provider as authorised designation licence owner. The Authorised representative acknowledges that following the presentation of the court of registration document the Subscription Contract terminates retroactively, on the day indicated as the day of dissolution without legal succession in the court of registration document.

If the Authorised representative or any other person uses the Subscriber phone number at its own discretion for billable purposes between the period of the day of dissolution without legal succession of Subscriber and the notification of Service Provider thereof, he/she shall pay such costs to Service Provider.

If following the day of dissolution without legal succession there was billable traffic on the Subscription (Subscriptions) concerned, Service Provider becomes entitled to bill the monthly, traffic and other charges incurred between the day of dissolution without legal succession and the last billable traffic to the Authorised representative. These charges are billed in a Final invoice, the settlement of which by the deadline indicated in the invoice shall be borne by the Authorised representative. In the event of failure to do so these charges become recoverable in line with the provisions of the civil law.

The Authorised representative has the possibility to present the original court of registration document and to provide credible proof thereof at the brand representation offices of Service Provider or by sending an electronic mail to the electronic mailing address ([corporate.hu@vodafone.com](mailto:corporate.hu@vodafone.com)) of Vodafone's Key Account Customer Service

*12.5.3. Number porting:* The Subscription Contract concluded with the transferring provider will be terminated in accordance with the rules on number porting, when porting is completed, provided that it is not modified.

*12.5.4. Expiry of the definite term:*

A Subscription Contract concluded for a fixed-term shall be transformed into an indefinite-term Subscription Contract upon the expiry of the definite term, unless the Subscriber unilaterally - or the Subscriber and the Service Provider by mutual consent - declares in writing before the expiry of the definite term, that it terminates the contract as of the expiry of the definite term. In the 90 days preceding the expiry of the definite term, the Service Provider shall inform the Subscriber of the date of the transformation of the fixed-term contract into an indefinite-term contract three times in an annex to the invoice letter or, in the absence of an invoice letter, in writing by post or by electronic means appropriate for the nature of the service. The information shall cover the changes caused by the transformation of the Subscription Contract, and shall also present to the Subscriber the fixed-term Subscription Contract offers available from the Service Provider with similar service content to that of the current fixed-term contract of the Subscriber. The parties can agree on the extension of the term of a fixed-term contract at the time of the conclusion thereof, or by an amendment to the contract upon an express declaration by the Subscriber before the expiry of the definite term.

*12.5.5. Cancellation by Subscriber:*

*12.5.5.1. General rules*

The Subscriber is entitled to cancel the Subscription Contract in person in the Service Provider's premises, by simultaneously returning to the Service Provider the SIM card that is necessary for the use of the service to be cancelled.

In the case of cancellation, the Subscriber shall provide the following details: call number and customer security number affected, name of the subscriber. Furthermore, in order to verify the right of the Subscriber for cancellation, the Service Provider may request other data specified in the Subscription

Contract, another telephone number registered for the same customer number or any other telephone number that can be called back immediately.

The Subscriber shall pay off immediately all his debts existing at the time of communicating his cancellation to the service provider.

12.5.5.2. 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.

#### 12.5.5.3. Esetei

- (a) 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.
- (b) If agreed by the Parties, the Small Enterprise Subscriber does not have a right to cancel the Subscription Contract as specified in Section 12.5.5.3 (a), without reasoning, within fourteen days following the signing of a Subscription Contract signed outside the premises and a distance Subscription Contract.
- (c) 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 12.5.5.3 of the GTC, without reasoning, within fourteen days following the signing of a Subscription Contract signed outside the premises and a distance Subscription Contract.
- (d) Where a Subscription Contract is concluded for stationary Internet access services, in case Service Provider exceeds the deadline set forth for starting of service provision in the Subscription Contract, Subscriber shall be entitled to cancel the contract before the installation of subscriber's termination point and without any unfavourable legal consequences. In case of cancellation by Subscriber Parties shall settle with each other, and Service Provider shall refund the fees paid under the relevant Subscription Contract to Subscriber within 30 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.
- (e) Where Subscriber has subscribed for mobile radio telephone, wireless Internet and stationary Internet access services in a package, which – based on the conditions and pricing thereof – is a separate product, and the deadline provided for the installation of stationary Internet access service forming part of such package is not met by Service Provider, then Subscriber at its sole discretion and before the installation of subscriber's termination point shall be entitled to
  - a. either cancel the Subscription Contract, or
  - b. initiate the modification of the Subscription Contract by way of mutual agreement in a way that parties shall replace the content thereof by a tariff package exclusively for mobile radio telephone service for mobile radio telephone or such a service eligible for wireless Internet, without any unfavourable legal consequences. In

such case, Service Provider shall not be entitled to refuse the modification of the Subscription Contract as provided above.

If Subscriber exercises its cancellation right under subsection a. of the this Section 12.5.5.3 (e) but in case Service Provider has started the provision of mobile radio telephone or wireless Internet services in due time, Service Provider shall reimburse to Subscriber the fee reduced by that of the mobile radio telephone or wireless Internet services within 30 (thirty) days after cancellation, and Subscriber shall at the same time, return the equipment owned by Service Provider and provided by Service Provider to the Subscriber.

12.5.6. If a fixed-line phone service is already operating at the place of installation, *stationary Internet access service* may only be ordered for a phone line that operates without any restrictions. If the line without restriction is not available due to the reason within the frame of interest of subscriber, the contract shall terminate on grounds of unfeasibility.

12.5.7. *Stationary Internet access service for already existing stationary phone subscriptions*, in addition to the stationary phone line, also requires a valid stationary phone subscription at a provider of stationary electronic communications services, which is the basis of the stationary phone subscriber service, and accordingly the phone prescription ADSL service shares the fate of the of phone prescription in all regards, even if the subscribers of the stationary Internet access service and the stationary phone service are different persons. Subscriber acknowledges that in case the stationary telephone service ceases to exist at the place of installation or it is relocated, irrespective of the fact that whose behaviour has led thereto as well as that the measure leading to the termination or relocation of the stationary telephone service has been initiated at which service provider, the stationary Internet access service shall terminate upon the termination or relocation of the stationary telephone service, adding that such termination condition shall be Subscriber's responsibility, especially to the ability to reclaim advantages granted by Service Provider and the termination of fixed-term Subscription Contract before the expiry of such term.

12.5.8. If the Subscriber *requests the relocation of stationary Internet access service to geographic area not covered by the Service Provider 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.

## **12.6. Governing procedure for 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. Irrespective of the termination of the Subscription Contract, fees of calls initiated from the network of Service Provider that have not been invoiced and based on two-sided agreements (roaming), the fees advanced by Service Provider related to calls initiated from and received in partner mobile phone network shall be paid by Subscriber upon invoice issued by Service Provider, within the deadline stated therein.
- 12.6.4. 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.
- 12.6.5. The Subscriber acknowledges that after 6 (six) months following termination of the Subscription Contract or the change of the subscriber number, the Service Provider may reuse his call number. The latter may occur (a) upon Subscriber's request, (b) if the number must be changed due to technical or traffic reasons and its necessity has been verified by the Authority (c) if the change is required by law. Subscriber may not claim any damages whatsoever with reference to such grounds against Service Provider.
- 12.6.6. 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.
- 12.6.7. 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.
- 12.6.8. 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.
- 12.6.9. 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.
- 12.6.9.1. The Service Provider may not apply the legal consequence laid down in Section 12.6.9 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,
- 12.6.10. In the event of termination of the Subscription Contract – with the exceptions specified in Sections 2.4.1 and 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.

- 12.6.11. 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.
- 12.6.12. In case of cancellation by Subscriber as per Section 12.5.5 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. In case of small enterprises and the Flotta tariff package**

- 12.7.1.1. By concluding a 12-month or a 24-month 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, it 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),
- in case of a Flotta tariff package, 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 Flotta basic tariff package,
- 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. Obligation to cooperate and inform**

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.

The Subscriber may not use the Service for the provision of network services. Providing network services by the Subscriber is a violation of the requirement of 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 during the filing of subscribers' announcements and complaints, 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.).

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. Export Control Provisions**

In the context of the Services the Provider and the Subscriber shall:

- i. comply with all applicable rules relating to export control and economic/financial sanctions in the European Union, the United States of America and in those other countries which have relevant provisions to the dealings of the Subscriber and Service Provider;
- ii. provide the documentation and information to the other party necessary for the compliance with the rules mentioned under (i) above;
- iii. notify the other party of loss of license/authorization necessary to the comply with the provisions named in section (i), notify the other party of any investigation commenced in relation to the compliance with the provisions named in section (i), furthermore to notify of any breach of the provisions named in section (i);
- iv. not with the countries listed in the regulations mentioned under (i) above, such as (at time of publication) Cuba, Iran, North Korea, Sudan and Syria or with nationals or other persons from these countries; and shall not provide the benefits stemming from the relationship between Subscriber and Service Provider to these countries or persons.

### **13.4. Obligations related to terminal equipment and other service provider-owned electronic communications devices handed over to subscriber**

- 13.4.1. 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 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.
- 13.4.2. 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.
- 13.4.3. Service Provider shall be liable for the proper operation of terminal equipment distributed by Service Provider only under warranty terms as long as the terminal equipment is used properly. In case Subscriber modifies the configuration of the terminal equipment purchased from Service Provider, thus causing damages for itself, Service Provider or third parties, this shall be considered as a damage arisen within Subscriber's frame of interest, and Service Provider shall not be liable for such damages. Subscriber shall reimburse the value of such damages for the aggrieved party.
- 13.4.4. In case a third party claims for the reimbursement of damages caused within Subscriber's frame of interest from Service Provider, Service Provider shall be entitled to charge the amount of damages on Subscriber.
- 13.4.5. 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.
- 13.4.6. 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.
- 13.4.7. Subscriber shall ensure that Service Provider or the electronic infocommunications service provider providing public voice transmission services for Subscriber, as well as agents thereof shall be able to control the access point at formerly agreed time and to correct the defect.

### **13.5. Announcement of changes in data, data provision;**

#### **13.5.1.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.

13.5.2. 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**

Norton Family is a content filtering software application that can be downloaded free of charge with the Service Provider's internet access service and allows the protection of minors. More details and download options relating to the Norton Family content filtering software application are available on the Service Provider's website ([www.vodafone.hu](http://www.vodafone.hu)), under Corporate Social Responsibility and at the following address. <http://www.vodafone.hu/vodafonerol/vallalati-felelossegvallalas/vodafone-a-tarsadalomert/mobiltechnologia-es-biztonsag/biztonsagi-beallitasok>

The Service Provider's Child Safety Lock service detailed in Section 3.1.2.28 of these GTC allows the Service Provider's Subscribers, by using the service on the children's subscriptions, to protect the minors from the dangers arising during the use of mobile phones. The purpose of the service is to enable minors to use mobiles safely, so that contents and information that might have adverse effects are not available for them. In case of activating the service, the following content and services will not be available: all Premium-rate services (Sent premium SMS, Received Premium-rate SMS, Premium-rate voice calls). The Child safety lock does not place any limitation on accessing contents on internet sites.

**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.