

# General Terms and Conditions of BUSINESS

## Annex 3

### Data Processing Notice of Vodafone Magyarország Zrt.

#### 1. INTRODUCTION

The protection of your data is important for us. We highly appreciate your trust, and we are committed to protect your personal data. Vodafone Magyarország Zrt. takes data protection, data security and compliance with the applicable data protection laws seriously.

In this data processing notice, we will explain to you how we process and protect your personal data when you are using our products and services, and describe the way you can contact us if you have any questions regarding the processing of your personal data. In the event of certain separate data processing cases specific data protection clauses may be applicable regarding which specific information will be provided to data subjects e.g. before giving their consent to the given data processing.

##### 1.1. Who we are

Name of data controller: Vodafone Magyarország Mobil Távközlési Zártkörűen Működő Részvénytársaság. (hereinafter: “*Service Provider, Vodafone, or Controller*”),

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

Company registration number: 01-10-044159

Registered by: Court of Registration of the Metropolitan Court of Budapest

Tax number: 11895927-2-44

Website: <https://www.vodafone.hu/>

Representative's name: the current CEO of Vodafone Magyarország Zrt.

Vodafone's data protection officer: Tamás Dezső Földi

##### 1.2. How to contact us

Your opinion as a subscriber (hereinafter: you, subscriber or user) is important to us, so if you have any questions about our data processing notice, you can contact our data protection officer using one of the following contact methods:

- by email to [DPO-HU@vodafone.com](mailto:DPO-HU@vodafone.com)
- via Vodafone's Central Customer Service:
  - address of premises open to customers: H-1062 Budapest, Váci út 1-3. (Westend City Center)
  - phone number: 1270, which can be called free of charge in the Service Provider's network from Hungary; or: +36 1 288 1270, which call will be billed based on the caller's tariff package; and business customers with an individual contract can call 1788 or +3612881788.
  - mailing address: H-1476 Budapest, Pf. 350.
  - email address: [ugyfelszolgalat.hu@vodafone.com](mailto:ugyfelszolgalat.hu@vodafone.com)
- at Vodafone's brand representation offices and in its reseller network

## 2. APPLICABLE LAWS

The Data Processing Notice of Vodafone is based on the following European Union and Hungarian laws:

### 2.1. EU laws:

- 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 Processing Regulation or GDPR)

### 2.2. Hungarian laws:

- Hungary's Fundamental Law, Section VI
- Act V of 2013 on the Civil Code, Book Two, Part Three
- Act CXII of 2011 on Informational Self-Determination and Freedom of Information (hereinafter: Info Act)
- Act XXXIV of 2019 on the Amendment of Certain Acts with Regard to the Enforcement of the Reform of Data Protection in the European Union

### 2.3. Hungarian sector laws:

- Act CXIX of 1995 on the Use of Name and Address Information Serving the Purposes of Research and Direct Marketing
- Act CLV of 1997 on Consumer Protection
- Act C of 2000 on Accounting
- Act CVIII of 2001 on Certain Aspects of Electronic Commerce and Information Society Services
- Act C of 2003 on Electronic Communications (hereinafter: Electronic Communications Act)
- Act CXXXIII of 2005 on the Rules of Personal and Property Protection Activities and Activities of Private Detectives
- Act CXXVII of 2007 on Value Added Tax
- Act XLVIII of 2008 on the Basic Requirements and Certain Restrictions relating to Commercial Advertising Activities
- Act CCXXII of 2015 on the General Rules of Electronic Administration and Trust Services
- Act CL of 2017 on the Rules of Taxation
- Decree 4/2012 (I.24) NMHH of the National Media and Infocommunications Authority on the special conditions of the data protection and privacy obligation associated with public electronic communications services, the special conditions of data processing and confidentiality, safety and integrity of networks and services, the processing of traffic and billing information, and the display of identification data and call diversion (hereinafter: Akr Decree)
- Decree 2/2015 (III. 30.) NMHH of the Hungarian National Media and Infocommunications Authority on the detailed rules of electronic communications subscription contracts (hereinafter: ESzR Decree)
- Government Decree 451/2016 (XII. 19) on the detailed rules of electronic administration

### 3. TERMS AND BASIC PRINCIPLES

#### 3.1. Terms

**Personal data:** any information relating to an identified or identifiable natural person (“data subject”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. Such specific personal data is in particular: name, address, place and date of birth, mother’s maiden name.

**Data processing:** any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**Controller:** the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law.

**Data processing (by processor):** the set of operations performed by the processor acting on behalf of or based on the instructions of the controller.

**Processor:** a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

**Data transfer:** making available the data to specified third parties.

**Recipient:** a natural or legal person, public authority, agency or another body, to which the personal data are disclosed, whether a third party or not.

**Third party:** a natural or legal person, public authority, agency or body other than the data subject, controller, processor and persons who, under the direct authority of the controller or processor, are authorised to process personal data.

**Consent of the data subject:** any freely given, specific, informed and unambiguous indication of the data subject’s wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of personal data relating to him or her.

**Preliminary data processing:** collecting data regarding the use patterns of subscriber with the purpose of preparing, within the frameworks of the subscription contract as well as free of charge, a customised, ad hoc package offer, matching the subscriber’s demands as much as possible, and service provider presents this offer based on a prior consent as well as upon the initiation of subscriber.

**Erasure of data:** making the data unrecognisable in a manner that they cannot be restored.

**Personal data breach:** a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.

**Consumer:** a natural person acting in the interests of objectives falling outside his independent occupation and economic activity, who buys, receives, uses, utilises goods or is the recipient of commercial communications and offers relating to the goods.

### **3.2. Principles**

In the course of processing personal data, Vodafone takes into account the following principles; thus, personal data shall be:

- a) processed lawfully, fairly and in a transparent manner in relation to the data subject (“lawfulness, fairness and transparency”);
- b) collected for specified, explicit and legitimate purposes and may not be processed in a manner further processing for archiving purposes in the public interest, scientific or historical research, considered to be incompatible with the initial purposes (“purpose limitation”);
- c) adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed (“data minimisation”);
- d) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay (“accuracy”);
- e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures (“storage limitation”);
- f) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures (“integrity and confidentiality”).

Vodafone shall be responsible for, and be able to demonstrate compliance with the above (“accountability”).

### **3.3. Legal basis of data processing**

The Service Provider shall process personal data to the extent that at least one of the following conditions is met:

- a) the data subject has given consent to the processing of his or her personal data for one or more specific purposes;
- b) processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract;
- c) processing is necessary for compliance with a legal obligation to which the controller is subject;
- d) processing is necessary in order to protect the vital interests of the data subject or of another natural person;
- e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller;
- f) processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child.

## **4. LEGAL BASIS, PURPOSE OF DATA PROCESSING PERFORMED BY VODAFONE, CATEGORIES OF PERSONAL DATA AND DURATION OF DATA PROCESSING**

	<b>Purpose of data processing</b>	<b>Categories of personal data</b>	<b>Legal basis of data processing</b>	<b>Duration of data processing</b>
1.	<b>Creation of the electronic communications services contract, definition, amendment of its content</b>	a) the subscriber's name, residential address, place of abode or registered office b) the subscriber's billing address, if necessary, its account number c) the subscriber's name at birth, place and date of birth, mother's name at birth d) in the case of a subscriber who is underage or partially restricted in respect of the legal representations relating to the signing of the subscription contract, the data of the legal representative according to a)-c) in the subscription contract for post-paid services e) the subscriber's company registration number or other registration number, if necessary, its bank account number f) contact information	Necessary for compliance with the legal obligation applicable to the controller – Section 154(1) of the Electronic Communications Act (Eht); Section 11(1)(a) of the decree on the Detailed Rules of Electronic Communications Subscription Contracts (ESzR)	Until the lapse of claims according to Section 143(2) of the Eht arising from the subscription contract (1 year + 30 days following the termination of the contract the latest) or until the dispute is closed.
2.	<b>Definition and billing of the fees arising from the contract, collection of the related fees and monitoring of the subscription contracts</b>	In addition to the personal data specified in Section 1 a) number, identifier of the subscription station b) the subscriber's address, type of station c) number of total units chargeable in the settlement period d) caller and called subscriber's numbers e) type, direction, start time of the call or other service, duration of conversation taken place, size of data transmitted, in the case of a mobile phone service, the network and cell of the service provider network, unique identifier (IMEI) of the device used for using the service, in the case of IP networks, the identifiers used f) date of the call or other service g) data related to payment of fees and billing debt h) if debt is left behind, the events associated with the termination of the subscription contract i) in the case of phone services, data relating to other, non-electronic communications services that may be used by subscribers and users, in particular data relating to their billing j) data generated in the service provider's electronic communications network with regard to the use or attempted use of subscriber terminals illegally used for utilising the subscription service, in particular those banned by their owners k) every piece of personal data required and sufficient for determining the fee and billing	Necessary for the conclusion and performance of the contract – Article 6(1)(b) of the GDPR	Until the lapse of claims according to Section 143(2) of the Eht arising from the subscription contract regarding the data (1 year + 30 days following the termination of the contract at the latest) or until the legal dispute is closed.
3.	<b>Providing the electronic communications service</b>	Personal data absolutely necessary from a technical point of view to provide the service, in addition to those specified in Section 1 and 2.	Necessary for the conclusion and performance of the contract – Article 6(1)(b) of the GDPR	Until the lapse of claims according to Section 143(2) of the Eht arising from the subscription contract regarding the data (1 year + 30 days following the termination of the contract at the latest) or until the legal dispute is closed; personal data necessary from a technical point of view are processed until required for the provision of the service..
4.	<b>Issuing the bill and itemised bill annex</b>	Bill: the name and address of the service user  Bill annex: the charges payable (broken down by all call directions with different rates, if no call directions are used, by terminating provider, premium-rate calls, remote voting, SMS, MMS, for calls received, by charges payable), the fee and charging periods of non-phone services used via the phone service.	Necessary for compliance with the legal obligation applicable to the controller – Section 142(1-2) of the Eht; Section 21(1) and (3) of the ESzR	Until the lapse of claims according to Section 143(2) of the Eht arising from the subscription contract regarding the data (1 year + 30 days following the termination of the contract at the latest) or until the legal dispute is closed.
5.	<b>Issuing the bill and determining the</b>	Bill: the name and address of the service user	Necessary for compliance with the	Five years from the last day of the calendar year

	<b>tax</b>	Bill annex: the charges payable (broken down by all call directions with different rates, if no call directions are used, by terminating provider, premium-rate calls, remote voting, SMS, MMS, for calls received, by charges payable), the fee and charging periods of non-phone services used via the phone service	legal obligation applicable to the controller – Chapter X of Act CXXVII of 2007 on Value-Added Tax	in which the tax return must be filed (Chapters IX and XXVI of Act CL of 2017 on the Rules of Taxation)
6.	<b>Reporting and following up on accounting documents</b>	Bill: the name and address of the service user  Bill annex: the charges payable (broken down by all call directions with different rates, if no call directions are used, by terminating provider, premium-rate calls, remote voting, SMS, MMS, for calls received, by charges payable), the fee and charging periods of non-phone services used via the phone service	Necessary for compliance with the legal obligation applicable to the controller – Act C of 2000 on Accounting	8 years from last day of the 5th month following the last day of the business year (Section 169 of Act C of 2000 on Accounting)
7.	<b>Issuing the call detail record to check the accuracy of the bill</b>	Per service and service provider: a) number called (details below) b) start time of call c) call duration d) price of the call unit e) price of the call  In case of non-voice data connections or calls grouped by access type: a) time of the non-voice data transmission b) volume of data transmission or, in the case of time-based invoicing, duration of data transmission c) unit traffic, or, in the case of time-based invoicing, price per unit time d) charges of the data transmission	Necessary for compliance with the legal obligation applicable to the controller – Section 142(1-2) of the Eht; Section 7 of the NMHH Decree 4/2012 (I.24.) of the National Media and Infocommunications Authority on the Special Conditions of the Data Protection and Privacy Obligation Associated with Public Electronic Communications Services, the Special Conditions of Data Processing and Confidentiality, Safety and Integrity of Networks and Services, the Processing of Traffic and Billing Information, and the Display of Identification Data and Call Diversion (Akr.); Section 21(2)-(4) of the ESzR	Until the lapse of claims according to Section 143(2) of the Eht arising from the subscription contract regarding the data (1 year + 30 days following the termination of the contract at the latest) or until the legal dispute is closed
8.	<b>Verification of identity</b>	Number of official identity document and personal identification data of the subscriber or, in case of a business subscriber, the person signing the contract	Necessary for compliance with the legal obligation applicable to the controller – Section 129(2), (2a), (2b) of the Eht;	Until the lapse of claims according to Section 143(2) of the Eht arising from the subscription contract (1 year + 30 days following the termination of the contract the latest) or until the dispute is closed.
9.	<b>Data retention obligation, and upon request obligation to provide data, with the purpose of law enforcement, national security and homeland defence</b>	a) the personal data of the subscriber specified in the individual subscription contract b) the number of the subscriber's or user's terminal or subscriber access point or other permanent technical IDs necessary for the unique identification of the subscriber or user c) address where the subscriber's or user's terminal or subscriber's access point is installed and its type d) the numbers of subscribers or users participating in the communication, their unique technical IDs, user IDs, type of electronic communications service used, date, start and end time of communication e) in the case of call diversion and call forwarding, the intermediary subscriber or user numbers participating in the call structure f) the device IDs (IMEI) or mobile subscriber ID (IMSI)	Necessary for compliance with the legal obligation applicable to the controller – Section 159/A (1-2) of the Eht	The data specified in points a)-c) shall be retained for 1 year following termination of the subscription contract; those in points d)-k), for 1 year from when they were generated, and those according to paragraph (2) for half a year from when they were generated

		<p>of the participants to the communication, used when using the service;</p> <p>g) the network and cell ID of the service provider at the start of communication, and data that permits identification of the actual geographical location of the cell pertaining to the cell ID at the time of providing the service</p> <p>h) in the case of internet-based electronic mailing or internet-based phone services, the data specified in d) in respect of the communication started towards an intended recipient</p> <p>i) in the case of internet service, the type of the electronic communications service and the date, start and end time of the subscriber's or user's use of the service, IP address, user ID, number used for using it</p> <p>j) in the case of internet service, the data necessary for monitoring any conversion by the electronic communications service provider of the unique technical IDs of the subscribers or users (IP address, port number)</p> <p>k) in the case of prepaid mobile phone services with anonymous calling card, the date and time of the first use of the service and ID of cell from which it was activated.</p> <p>(2) the obligation to retain and provide data also extends to the data specified in paragraph (1), generated or processed during unsuccessful calls</p>		
10.	<b>Examining inquiries and complaints</b>	<p>a) subscriber's name, address</p> <p>b) place, time, manner of filing the complaint</p> <p>c) detailed description of the subscriber's complaint, list of papers, documents and other evidence presented by the subscriber</p> <p>d) the Service Provider's statement on its position regarding the subscriber's complaint</p> <p>e) signature of the person drawing up the report and the subscriber</p> <p>f) place and date of drawing up the report</p> <p>g) unique ID of the complaint in the case of verbal complaints communicated by phone or using other electronic communications services</p> <p>h) the subscriber's call number or other ID (invoice payer ID) required for clearly identifying the subscriber</p> <p>i) voice recording of subscriber complaints received by the phone customer service</p>	Necessary for compliance with the legal obligation applicable to the controller – Act CLV of 1997 on Consumer Protection, Section 17/A(5), (7) 17/B(5); Section 138(8), (10) of the Eht; Section 25(1) of the ESzR..	The data relating to inquiries for 1 year or, in the event of dispute, until such dispute is closed. The data relating to complaints for 5 years or, in the event of dispute, until such dispute is closed. Voice recording of complaints and error reports received by the phone customer service for 2 years or, in the event of dispute, until such dispute is closed.
11.	<b>Investigating error reports and troubleshooting</b>	<p>a) notification address or other ID of the subscriber</p> <p>b) subscriber's call number or other ID</p> <p>c) a description of the error</p> <p>d) time and date of the error report (year, month, day, hour)</p> <p>e) actions taken to locate the cause of the error and their results</p> <p>f) cause of the error</p> <p>g) method, time and date when error was eliminated (year, month, day, hour) and the result (no success and cause);</p> <p>h) method and time of the notification to the subscriber</p> <p>i) voice recording of error reports received by the phone customer service</p>	Necessary for compliance with the legal obligation applicable to the controller – Section 141(1-2) of the Eht; Section 22(7) and 25(1) of the ESzR	Within 1 year of reporting or, in the event of dispute, until such dispute is closed. Voice recording of complaints and error reports received by the phone customer service for 2 years of reporting or, in the event of dispute, until such dispute is closed.
12.	<b>Contact, notifications</b>	subscriber's name, phone number, email address	Necessary for the conclusion and performance of the contract – Article 6(1)(b) of the GDPR	Until the lapse of claims according to Section 143(2) of the Eht arising from the subscription contract (1 year + 30 days following the termination of the contract the latest) or until the dispute is closed.
13.	<b>Assessment of the contracting party's creditworthiness prior to entering into a post-paid subscription contract</b>	<p>a) subscriber's name, email address and other phone number, or the corporate contact person's name, email address and phone number</p> <p>b) subscriber's or its legal representative's name, place and date of birth, number of and other data contained in the subscriber's or its legal representative's official identity document</p>	Necessary for the conclusion and performance of the contract – Article 6(1)(b) of the GDPR	Until the lapse of claims according to Section 143(2) of the Eht arising from the subscription contract (1 year + 30 days following the termination of the

		<p>c) residential address, place of abode or billing address</p> <p>d) type and number of current mobile phone subscriptions</p> <p>e) data of the proof of employment (commencement of employment, type of employment contract (indefinite/fixed-term), salary information)</p> <p>f) data of the proof of retirement (sum of pension per month)</p> <p>g) data of bank account statement (cash flows)</p> <p>h) data of utility bill</p> <p>i) invoice data from another mobile service provider</p>		<p>contract the latest) or until the dispute is closed.</p>
14.	<b>Checking the conformity and quality of the service</b>	<p>a) the personal data specified in Section 1 and 2 of this table</p> <p>b) detailed description of the subscriber's inquiry, list of papers, documents and other evidence presented by the subscriber</p> <p>c) voice recording</p>	<p>Necessary for the conclusion and performance of the contract – Article 6(1)(b) of the GDPR</p>	<p>Personal data as per point a) until the lapse of claims according to Section 143(2) of the Eht arising from the subscription contract (1 year + 30 days following the termination of the contract the latest) or until the dispute is closed.</p> <p>Personal data as per point b) within 1 year of reporting or, in the event of dispute, until such dispute is closed.</p> <p>While voice recording as per c) for 2 years of reporting or, in the event of dispute, until such dispute is closed.</p>
15.	<b>Personal and property protection at the shops of Vodafone Magyarország Zrt. and its reseller network</b>	<p>Video recordings of electronic monitoring systems (security camera)</p>	<p>Necessary for the purposes of the legitimate interests pursued by the service provider or by a third party according to Article 6(1)(f) of the GDPR. It is the legitimate interest of Vodafone and the visitors of its shops that the protection of people and property is ensured in the shops.</p>	<p>Unless being used (for subsequent investigation of the circumstances of crimes committed or other extraordinary events) no later than 5 days from recording. In other cases, until the conclusion of the investigation of the case and the administrative or legal proceedings initiated based on the investigation.</p>
16.	<b>Processing of the list of names of subscribers (directory assistance)</b>	<p>a) name</p> <p>d) address (registered office)</p> <p>e) subscriber's phone number</p> <p>e) manner of use of the terminal (phone/fax)</p>	<p>Based on subscriber's consent – Section 6(1)(a) of the GDPR</p>	<p>Until the consent is withdrawn or in the absence of this, until the lapse of claims according to Section 143(2) of the Eht arising from the subscription contract (1 year + 30 days following the termination of the contract the latest) or until the dispute is closed.</p>
17.	<b>Providing or transmitting* location services outside the traffic data</b>	<p>a) address of base station or</p> <p>b) geo-coordinates</p>	<p>Based on subscriber's consent – Section 6(1)(a) of the GDPR</p>	<p>Until the consent is withdrawn or in absence of this, for 1 year following the generation of data or, in the event of dispute, until such dispute is closed.</p>
18.	<b>Contact with the aim of requesting consent to direct marketing</b>	<p>a) name of contact person of potential customer</p> <p>b) phone number of contact person of potential customer</p> <p>c) email address of contact person of potential</p>	<p>Necessary for the purposes of the legitimate interests pursued by the</p>	<p>Up to the expiry of the loyalty statement of the potential customer, but no more than 24 months.</p>



	<b>purposes</b>	customer d) mailing address of contact person of potential customer e) if the potential customer is a subscriber of another company owned by the Vodafone Group, then, in addition to the above: the subscriber's identification number, place and date of birth, mother's name at birth, the subscriber's residential address, place of abode or registered office, subscriber's tax number and financial identification number (if any), the products and services of other companies owned by Vodafone Group that subscriber uses, and the amount, due date and performance date of the fees to be paid and that have already been paid by the subscriber	service provider according to Article 6(1)(f) of the GDPR. It is the legitimate interest of service provider to establish a data base with the aim of requesting consent to direct marketing purposes.	
19.	<b>Transmission of customised offers for direct marketing purposes (including the transmission of offers of the contractual partners of service provider as well as of other companies of the Vodafone Group) and market research purposes*</b>	a) the personal data specified in Section 1, 2, 4 and 7 of this table b) browsing history, visit and purchase data (when using the websites and Online Shop or mobile applications operated by Vodafone Magyarország Zrt.)	Based on the consent of subscriber or the potential customer consenting to direct marketing – Article 6(1)(a) of the GDPR	The service provider processes the personal data for this purpose until the consent is withdrawn; if it processes these data for other purposes specified in this notice, then it does so until the date indicated therein.
20.	<b>Information and offers in relation to value-added services (e.g.: provision of handset insurance, travel insurance), including the transmission of the offers of the contractual partners of service provider*</b>	a) the personal data specified in Section 1, 2, 4 and 7 of this table b) browsing history, visit and purchase data (when using the websites and Online Shop or mobile applications operated by Vodafone Magyarország Zrt.)	Based on subscriber's consent – Article 6(1)(a) of the GDPR	The service provider processes the personal data for this purpose until the consent is withdrawn; if it processes these data for other purposes specified in this notice, then it does so until the date indicated therein.
21.	<b>Performance of preliminary data processing</b>	a) the personal data specified in Section 1, 2, 4 and 7 of this table b) detailed description of the subscriber's inquiry, list of papers, documents and other evidence presented by the subscriber c) voice recording d) data relating to mobile number porting (ported number, recipient service provider, donor service provider, time to port) e) all the data processed in the Service Provider's network which is suitable for determining the geographical location of the terminal using the service f) browsing history, visit and purchase data (when using the websites and Online Shop or mobile applications operated by Vodafone Magyarország Zrt.) g) citizenship and preferred language	Necessary for the conclusion and performance of the contract – Article 6(1)(b) of the GDPR	Until the lapse of claims according to Section 143(2) of the Eht arising from the subscription contract (1 year + 30 days following the termination of the contract the latest) or until the dispute is closed. If service provider processes these data for other purposes specified in this notice, then it does so until the date indicated therein.
22.	<b>Contact with a non-natural person subscriber (including direct marketing and market research purposes)</b>	representative's and contact person's name, phone number, email address and position	Necessary for the purposes of the legitimate interests pursued by the service provider and by a third party according to Article 6(1)(f) of the GDPR. It is the legitimate interest of service provider and subscriber that service provider contact the	Until the lapse of claims according to Section 143(2) of the Eht arising from the subscription contract (1 year + 30 days following the termination of the contract the latest) or until the dispute is closed.

			business subscriber regarding the performance of the contract and with customised offers.	
23.	<b>Data processing with regard to a company acquisition</b>	a) subscriber's name and identification number b) subscriber's place and date of birth, mother's name at birth c) subscriber's residential address, place of abode or registered office d) subscriber's tax number and financial identification number, if any e) products and services of service provider that has been used by subscriber (including other companies owned by Vodafone Group) f) the amount, due date and performance date of the fees to be paid and that have already been paid	Necessary for the purposes of the legitimate interests pursued by the service provider according to Article 6(1)(f) of the GDPR. It is the legitimate interest of service provider to grasp the commercial opportunities arising from an acquisition rapidly and effectively, in order to improve the service and increase sales.	Upon the fulfilment of the purpose of the analysis, service provider shall erase or render anonymous subscriber's personal data.
24.	<b>Assignment of overdue claims in relation to the electronic communications services contract</b>	subscriber's name, address, identification number, customer type (individual/business) bill payer's name, place and date of birth, mother's name, address, identification number contract number, contract date, date of termination or expiry of the contract account balance, account type, account number, date of issue and payment deadline of the invoice, and overall balance, number of total payments number of subscriptions under the given customer number customer's contact email, phone number penalty and default interest	Necessary for the purposes of the legitimate interests pursued by the service provider according to Article 6(1)(f) of the GDPR. It is the legitimate interest of the service provider to mitigate its damages arising from the non-performance of the subscriber.	Until the limitation of claims according to Section 6:22(1) of the Hungarian Civil Code arising from the subscription contract (5 years + 30 days following the assignment the latest) or until the dispute is closed.
25.	<b>To prevent the avoidance of the obligation to pay the fees in relation to the transfer of data to the database common with other electronic communications service providers</b>	subscriber's name, name at birth, place and date of birth, mother's name, number of his/her official identity document	Necessary for the enforcement of the legitimate interests pursued by the service provider and by a third party according to Article 6(1)(f) of the GDPR. It is the legitimate interest of the service provider and the subscriber to prevent the avoidance of payment obligations.	Until the limitation of claims according to Section 143(2) of the Eht. arising from the subscription contract (1 year + 30 days following the termination of the contract the latest) or until the dispute is closed.

\*by phone or via other means of electronic communications (e.g. SMS, MMS, email), via automated calling systems and Internet-based customer service systems, by post and via personal contact.

We would like to call your attention to the following:

If the processing is based on your consent, you have the right to withdraw your consent at any time, without affecting the lawfulness of processing based on the consent before its withdrawal.

In certain cases, the personal data processed in relation to you are collected directly from you, when you contact us in person in our shops or by phone or online, enquiring about our products and services or concluding a contract with us. Furthermore, if we have the appropriate legal basis (your consent, legitimate interest of service provider) we can collect information about you from third parties.

If you provide someone else's personal data, you shall be responsible for the compliance with the applicable laws, for obtaining the consent of the concerned data subject or the provision of the existence of other legal bases for the transmission of the persona data of the data subject. Vodafone takes no liability for any damage, loss or injury resulting from the failure to perform the above.

If the provision of personal data is a statutory or contractual requirement or a requirement necessary to enter into a contract, the data subject is obliged to provide the personal data, otherwise, upon failure to provide such data service provider cannot conclude a contract with the data subject for electronic communication services, the existing contract may be terminated and the legal consequences specified in other laws or in the contract may be applied.

If service provider processes the personal data pursuing its own legitimate interest or that of a third party, service provider ensures, by its own judgment, that the legitimate interests, fundamental rights and freedoms of the data subjects do not take precedence over the legitimate interest constituting the basis for data processing. If a purpose of processing is necessary for the purposes of the legitimate interests pursued by Vodafone or a third person, Vodafone will present the balance of interest test used to determine the legitimate interest to the person submitting a request via any of the above specified contact channels. In the case of data processing based on legitimate interests subscriber shall have the right to object, on grounds relating to his or her particular situation, at any time to the processing of personal data concerning him or her. More information on the rights of subscriber in relation to the data processing performed by service provider can be found in chapter 6 (Your rights).

If the processing is based on your consent, you have the right to withdraw your consent at any time, without affecting the lawfulness of processing based on the consent before its withdrawal.

You may only provide your own personal data. Upon providing not your own personal data, you shall obtain the consent of the concerned data subject.

The call detail record mentioned in Section 142(2) of the Electronic Communications Act cannot contain any data that can be used for clearly identifying the called party. If the subscriber requests that a call detail record be provided to it under Section 142(2) of the Electronic Communications Act, then prior to complying with such request, the service provider is obliged to advise the subscriber that with the call detail record the user of the electronic communications service may acquire personal data of individuals using the service other than the subscriber, and the subscriber shall only be entitled to access such personal data if the users have their consent thereto.

The Service Provider is not obliged to check the existence or content of consent, and the subscriber shall bear exclusive liability for such consent.

In the report, even if the subscriber requests so, Vodafone cannot indicate the phone numbers of organisations communicated by the NMHH (National Media and Infocommunications Authority) as "unidentifiable numbers", where services are provided mostly to anonymous callers, from which sensitive data of the caller can be deduced, (e.g. calls to church, spiritual or addiction helplines), numbers to report crimes (anonymous witness lines) or to notify emergency services.

In the case of prepaid services, the Service Provider is obliged to verify the authenticity of the identification data on the identity document presented by the subscriber or the subscriber's representative, directly in the official identity documents registry. In other cases, the Service Provider is entitled to verify the authenticity of identification data directly/via an intermediary.

In order to verify the identity of the subscriber, as well as to perform data reconciliation, the service provider shall, prior to the conclusion of the subscription contract for prepaid subscription services, verify the validity of the official identity document data of the individual subscriber or, in case of a business subscriber, the person signing the contract, in the official identity documents registry. In other cases, the service provider is entitled to verify the authenticity of identification data directly/via an intermediary.

Vodafone will not initiate contact for the purposes of direct marketing, information, public opinion or market research and for information purposes not deemed direct marketing or advertisement with subscribers who made a statement that they do not wish to receive such requests

During the data processing related to the planned and completed acquisitions – including the cases where service provider purchases or sells another company – Vodafone may use the subscriber's personal data listed in Section 4.23 in order to identify and plan the way to realise rapidly and effectively the possibilities arising from the acquisition to improve the service and increase sales. This data processing may include the analysis of the customer database of Vodafone and other companies owned by the Vodafone Group, that may become known lawfully in connection with the acquisition, in order for service provider to identify those customers to whom its products and services may be sold.

If the retention period is specified as the limitation period of the demands for Notification, the action interrupting the limitation period shall extend the retention period until the new date of the occurrence of limitation.

## **5. CONDITIONS AND MANNER OF TRANSMITTING PERSONAL DATA TO THIRD PARTIES**

During the data processing specified above, Vodafone may transfer subscriber's personal data to third party recipients.

### **5.1. Performance of legal obligations, legal authorisation**

Vodafone shall or is entitled to transfer personal data to the authorities specified below in the following cases in particular

- a) Under Section 145(1-2) of the Electronic Communications Act (Eht)** Vodafone is obliged to ensure for all of its end users, free of charge access to emergency services and emergency service stations via the statutory numbers, including the single European emergency number "112". In order to answer emergency calls, Vodafone is obliged to make available the caller's identification and position data to the emergency services and emergency service stations, even in the absence or withdrawal of the caller's consent to the blocking of caller ID display and to the processing of location data.
- b) Under Section 155(5-6) of the Eht**, the investigating authorities and internal crime prevention and crime investigation, as well as counter-terrorism units and national security services specified in the act on the police, as specified by the law, and the NMHH – during exercise of its powers stipulated by Section 11(3) of the Eht – may monitor, intercept or store the communications, or intervene otherwise in the message or communication for the purpose of their monitoring. . With the exception of the data supply and data inspection set forth in Section 42 of Act CXXV of 1995 on National Security Services, service provider is obliged to inform the concerned

national security service of the data supply requests and data requests in relation to the protected phone numbers of the service qualifying as classified information.

- c) Under Section 157 (8) of the Electronic Communications Act**, the Service Provider is authorised to hand over the following data to the National Bank of Hungary acting within the scope of its duties relating to the supervision of the financial intermediation system, as part of a procedure initiated in matters of insider trading, market manipulation, performance of unlicensed services, failure to comply with the reporting and disclosure obligation relating to net short positions, restrictions on short transactions and inspection of compliance with rules of company acquisitions:
- a) the subscriber's last name and first name;
  - b) the subscriber's name at birth;
  - c) the subscriber's place of residence, information about his/her place of abode;
  - d) number or other identifier of the subscription station;
  - e) subscriber numbers calling subscriber and called by the subscriber,
  - f) date and start time of the call or other service.
- d) Pursuant to Section 157(8a) of the Eht.** Vodafone is entitled to transfer the data specified in point c) above as well as data about the duration of the call or other service to the Hungarian Competition Authority conducting a competition procedure because of breaching the agreement restricting competition or the prohibition on abuse of a dominant position, and the repeated urging of consumers in an unwanted way. In the case of a mobile phone service, the unique identifier (IMEI) of the network and cell providing the service and the device used for using the service, in the case of IP networks, the identifiers used may also be transferred to the Hungarian Competition Authority conducting a competition procedure because of the agreement between or concerted practices of the competitors on fixing directly or indirectly the purchase or selling prices, market sharing – including collusion in tendering – or the fixing of the production or sales quotas.
- e) Under Section 157(9) of the Eht** Vodafone may transfer the data processed for the purposes of billing, collection of the related fees and monitoring of the subscription contracts, until the lapse of claims arising from the subscription contract, or in the event of dispute, until such dispute is closed.
- a) to those who perform, based on the electronic communications service provider's orders, billing, debt management, sales management and customer information;
  - b) to authorities authorised by law to settle billing and sales disputes;
  - c) to the bailiff, according to provisions of the Act on Judicial Execution;
  - d) if the data subject is unable to give his/her consent, for inevitable causes, to the authorised authority, based on the request of the authority authorised by specific laws to access the data, in order to prevent the data subject's or another person's vital interests, or to eliminate or prevent danger threatening the lives, physical integrity or assets of people;
  - e) to the consumer protection authority, according to the provisions of the Consumer Protection Act;
- f) Under Section 157(10) of the Eht**, Vodafone – to ensure the discharge of the statutory duties of investigating authorities, the prosecution office, court and national security service authorised to request data under special laws – is obliged to hand over or make available, upon request, the data available at Vodafone
- g) Under Section 157 (11) of the Electronic Communications Act**, Vodafone, if such data is available to it, must hand over upon request of the authority competent in offence matters, in order to identify the person committing an offence by misusing the emergency numbers, the following data in respect of the phone number that called the emergency number
- a) the subscriber's last and first name, place and date of birth, mother's name at birth and last name, address and notification address, or

- b) in the case of a non-natural person subscriber, its company name, registered office, local office, representative's last name and first name.
- h) Under Sections 156 (16) and (17) of the Eht.**, Vodafone – to ensure the discharge of the statutory duties of investigating authorities, prosecution offices, courts, authorities conducting a preparatory procedure and the national security service, all authorised to request data under special laws – is obliged to determine and transfer to them, upon their request, location data outside the traffic data relating to the user and the subscriber. In order to determine the location of the person whose domicile is unknown, including disclosing his/her relations and alleged domicile, Vodafone shall, upon the request of the authority conducting the arrest procedure, determine and transfer to it the traffic, location and subscriber data relating to the user and the subscriber.
- i) Under Section 158 of the Eht.**, Vodafone is entitled, for the purpose of preventing the circumvention of obligations to pay fees and other contractual obligations and refusal to sign a contract, to transfer to or receive from another electronic communications service provider, the subscriber identification data from the set of data legitimately processed and the notification of the reasons for transfer, and create a common database. The subscriber's data may be transferred or included in the common database if
- a) it has outstanding debts for more than 3 months towards any universal service provider, or
  - b) its previous subscription contract was terminated within 6 months before the making of the offer due to reasons laid down in the law, of
  - c) because of bill debt, the service provider has terminated the contract or partially or fully restricted the subscriber's possibility to use the service, or
  - d) because of bill debt, the service provider has taken court or official action against the subscriber or the subscriber's place of abode is unknown, or
  - e) the applicant or the subscriber, to cause damage, has misled or attempts to mislead the service provider (in particular if a document provided for identification is obviously false, falsified or invalid). The service provider is obliged to inform the subscriber immediately about the transfer of data. Data may be requested from the database by the electronic communications service provider, the body or authority indicated in Section 157(8)-(10) of the Eht, and any consumer in respect of what data the records contain about it. Once the terms of the legitimate processing or transfer of the data cease, Vodafone shall, without delay, make arrangements for the erasure of subscriber's data from the common database, and shall notify the previously notified service providers and the affected subscriber of the erasure.
- j) Under Section 47 (9a) of the Consumer Protection Act**, the electronic communications service provider from whose network the call was initiated, upon the instruction of the consumer protection authority, is obliged to communicate the call start time and duration data it is processing.

## **5.2. Data transfer to data controllers and data processors in contact with Vodafone**

If Vodafone includes a third party in processing certain elements of personal data, it shall only contract with such data controllers and data processors, who provide the same guarantees as our company – especially as regards competency, reliability and resources, for data processing in compliance with the data protection laws, and for providing and implementing appropriate technical and organisational measures to safeguard the rights of the data subjects.

Certain subsidiaries, agents and subcontractors of the Vodafone Group may cooperate as processors in the provision of Vodafone Magyarország Zrt.'s services, thus in particular in the performance of technical operations.

The persons of third-party data processors and data controllers may change upon the business decision of Vodafone.

The list of the current data processing companies is available at <http://www.vodafone.hu/vodafonerol/aszf> and in Vodafone's Central Customer Service.

Service provider may transfer the personal data listed in Section 4.23 for the purposes specified therein to other companies owned by the Vodafone Group and for the processor of such third persons who are indicated on the list of the current controller and processor companies specified in the preceding section.

In case of transfer to third countries, the applied contractual guarantees are based on the Commission Decision (2010/87/EU) on Standard Contractual Clauses for the Transfer of Personal Data to Processors Established in Third Countries (<https://eur-lex.europa.eu/legal-content/HU/TXT/HTML/?uri=CELEX:32010D0087&from=en>). You may obtain information about the above guarantees via any contact channels listed in this notice.

## 6. YOUR RIGHTS

Your rights relating to the Service Provider's data processing are:

1. Information
2. Access
3. Rectification
4. Erasure
5. Restriction
6. Data portability
7. Objection

### 6.1. Information - Information to be provided

Where personal data relating to you is collected from you, the Service Provider shall, at the time when personal data is obtained, provide you with the following information:

- a) the identity and the contact details of the controller and its representative;
- b) the contact details of the data protection officer;
- c) the purposes of the processing for which the personal data are intended as well as the legal basis for the processing;
- d) where the processing is based on a legitimate interest, the legitimate interests pursued by the controller or by a third party;
- e) the recipients or categories of recipients of the personal data;
- f) where applicable, the fact that the controller intends to transfer personal data to a third country or international organisation and the existence or absence of an adequacy decision by the European Commission, and the existence of the guarantees for data transfer.
- g) the period for which the personal data will be stored, and the criteria used to determine that period;
- h) your right to request from the controller access to and rectification or erasure of personal data or restriction of processing concerning you or to object to processing as well as your right to data portability;

- i) where the processing is based on consent, the existence of the right to withdraw consent at any time, without affecting the lawfulness of processing based on consent before its withdrawal;
- j) the right to lodge a complaint with a supervisory authority;
- k) whether the provision of personal data is a statutory or contractual requirement, or a requirement necessary to enter into a contract, as well as whether you are obliged to provide the personal data and the possible consequences of failure to provide such data;

## **6.2. Right of access by the data subject**

You shall have the right to obtain from the controller confirmation as to whether or not personal data concerning you is being processed, and you have right to have access to the personal data and the following information:

- a) purposes of the data processing;
- b) the categories of personal data concerned;
- c) the recipients or categories of recipient to whom the personal data have been or will be disclosed, in particular recipients in third countries or international organisations;
- d) where possible, the envisaged period for which the personal data will be stored, and the criteria used to determine that period;
- e) your right to request from the controller rectification or erasure of personal data or restriction of processing of personal data concerning you or to object to such processing;
- f) the right to lodge a complaint with a supervisory authority;
- g) where the personal data is not collected from you, any available information as to their source;
- h) the existence of automated decision-making, including profiling, and, in those cases, meaningful information about the logic involved, as well as the significance and the envisaged consequences of such processing for you.

## **6.3. Right to rectification**

You shall have the right to obtain from the controller without undue delay the rectification of inaccurate personal data concerning you. Taking into account the purposes of the processing, you shall have the right to have incomplete personal data completed.

The subscriber shall forthwith notify the Service Provider about any changes in its data recorded in the subscription contract. The Service Provider shall not be liable for damages arising from the subscriber's failure to immediately notify the Service Provider about such changes; and may claim indemnification from the subscriber for the damages that have occurred with regard to the subscriber's breach of contract.



#### **6.4. Right to erasure (“right to be forgotten”)**

You shall have the right to obtain from the controller the erasure of personal data concerning you without undue delay and the controller shall have the obligation to erase your personal data without undue delay where one of the following grounds applies:

- a) the personal data are no longer necessary in relation to the purposes for which they were collected;
- b) you withdraw your consent on which the processing is based, and there is no other legal ground for the processing;
- c) you object to the processing of your data, and no overriding legitimate purpose for data processing exists;
- d) the personal data have been unlawfully processed;
- e) the personal data have to be erased for compliance with a legal obligation in Union or Member State law to which the controller is subject;
- f) the personal data have been collected in relation to the offer of information society services.

#### **6.5. Right to restriction of processing**

You shall have the right to obtain from the Service Provider restriction of processing where one of the following applies:

- a) you contest the accuracy of the personal data, for a period enabling the Service Provider to verify the accuracy of the personal data;
- b) the processing is unlawful, but you oppose to the erasure of the personal data and request the restriction of their use instead;
- c) the Service Provider no longer needs the personal data for the purposes of the processing, but they are required by you for the establishment, exercise or defence of legal claims;
- d) you have objected to processing; in this case, the restriction applies to the period during which it is established whether the legitimate grounds of the controller override yours.

#### **6.6. Right to data portability**

You have the right to receive the personal data concerning you, which you have provided to a controller, in a structured, commonly used and machine-readable format and have the right to transmit those data to another controller without hindrance from the controller to which the personal data have been provided, where:

- a) processing is based on consent or contract; and
- b) the processing is carried out by automated means.

#### **6.7. Right to object**

You have the right to object, on grounds relating to your particular situation, at any time to processing of personal data concerning you for general interest purposes or based on the legitimate interest of Service Provider or a third person, which is based on point (e) or (f) of Section 6(1) of the General Data Protection Regulation, including profiling based on those provisions. In this case, the Service Provider shall no longer process the personal data unless the Service Provider demonstrates compelling legitimate grounds for the processing which override the interests, rights and freedoms of you or which serve for the establishment, exercise or defence of legal claims.

If the processing of your personal data takes place for direct marketing purposes, you have the right to object to the processing of your personal data for such purposes at any time,

including profiling if that is related to direct marketing. If you object to the processing of your personal data for direct marketing purposes, your personal data cannot be processed for such purposes any more.

**You can exercise your above rights as a data subject at any time, you can withdraw your consent granted in the Data Protection statements, or may request its modification, and may address your complaints:**

- to Tamás Dezső Földi, the data protection officer of Vodafone, by [DPO-HU@vodafone.com](mailto:DPO-HU@vodafone.com) sending an email to
- via Vodafone's Central Customer Service:
  - address of premises open to customers: H-1062 Budapest, Váci út 1-3. (Westend City Center)
  - phone number: 1270, which can be called free of charge in the Service Provider's network from Hungary; or: +36 1 288 1270, which call will be billed based on the caller's tariff package; and business customers with an individual contract can call 1788 or +3612881788.
  - mailing address: H-1476 Budapest, Pf. 350.
  - email address: [ugyfelszolgalat.hu@vodafone.com](mailto:ugyfelszolgalat.hu@vodafone.com)
- to Vodafone's brand representation offices and in its reseller network

**In addition to Vodafone's Central Customer Service you can address your complaints about the processing of your personal data to the following:**

- the National Media and Infocommunications Authority (NMHH, H-1015 Budapest, Ostrom u. 23-25., H-1525 Budapest Pf. 75.)
- Hungarian National Authority for Data Protection and Freedom of Information (NAIH, H-1125 Budapest, Szilágyi Erzsébet fasor 22/C. H-1530 Budapest, Pf.: 5.).

Upon infringement of its rights by the Service Provider related to the processing and protection of his/her personal data, the subscriber or user may refer to the court with jurisdiction and competence ([birosag.hu](http://birosag.hu)) and claim indemnification.

## **7. DATA SECURITY REQUIREMENTS**

### **7.1. Safety of data processing**

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Vodafone shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including:

- a) the pseudonymisation and encryption of personal data;
- b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical and technical incident;
- d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

In assessing the appropriate level of security, account is taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.

Vodafone – together with other service providers if necessary – takes appropriate technical and organisational measures to avoid the unauthorised tapping, storage or monitoring of the transferred communication and the traffic data related thereto, as well as the unauthorised or accidental access to the communication and the traffic data related thereto (confidentiality of the communication) and to ensure the protection of the subscribers' personal data processed in the course of providing the electronic communications service. Vodafone selects, and in each case operates the electronic communications devices used during the provision of the services in a way that enables it to provide the confidentiality of the communication, and knows and stores the content of the transferred communications only to the extent absolutely necessary to provide the services from a technical point of view

Vodafone and the processor it includes shall take steps to ensure that any natural person acting under the authority of the controller or the processor who has access to personal data does not process them except on instructions from the controller, unless he or she is required to do so by Union or Member State law.

## **7.2. Handling personal data breaches**

Violation of the subscribers' personal data shall mean the accidental or illegal processing by controller or processor of the personal data transferred, stored or otherwise processed by controller or processor in connection with the provision of the publicly available electronic communications services, in particular its destruction, loss, modification, unauthorised disclosure, public disclosure or unauthorised access thereto.

Vodafone shall have its systems and data processing procedures regularly checked and audited both for data security and quality assurance, and shall document any personal data breaches, indicating the facts relating to the personal data breach, its effects and the remedial actions taken.

When noticing a violation of the personal data, Vodafone shall immediately report this to the National Media and Infocommunications Authority.

Vodafone shall without undue delay and, where feasible, no later than 72 hours from learning of the personal data breach, report the personal data breach to the Hungarian National Authority for Data Protection and Freedom of Information, unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons.

When the personal data breach is likely to result in a high risk to the rights and freedoms of natural persons, Vodafone shall communicate the personal data breach to the customers without undue delay. Information to the customers shall not be required if any of the following conditions are met:

- a) the Service Provider has implemented appropriate technical and organisational protection measures, and those measures were applied to the personal data affected by the personal data breach, in particular those that render the personal data unintelligible to any person who is not authorised to access it, such as encryption;
- b) the Service Provider has taken measures following the personal data breach which ensure that the high risk to the rights and freedoms of data subjects is no longer likely to materialise;
- c) the information would involve disproportionate effort.

Vodafone Magyarország Zrt.