

**General Terms and Conditions
Annex 3**

Privacy Notice of Vodafone Magyarország Zrt.

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1. Introduction

Thank you for choosing the service of Vodafone Magyarország Zrt. Vodafone Magyarország Zrt. takes data protection, data security and compliance with the relevant laws governing the processing of personal data seriously. The purpose of this notice is to inform – in accordance with the law – our subscribers and users about the set of personal data processed by Vodafone Magyarország Zrt. in the course of the provision of electronic communications services, the purposes of processing, as well as any other information related to the processing of personal data, and about the way our subscribers and users can contact us if they have any comments or questions regarding the processing of their personal data, or if they wish to exercise their rights in relation to the processing of their personal data. In the event of certain specific data processing activities (e.g. prize competitions), specific information will be provided to you in relation to the processing of your personal data.

The relevant laws will be referenced herein using their commonly used abbreviations. The list of laws as well as their abbreviations can be found at the end of the notice.

1.1. Who we are

Name of Controller: Vodafone Magyarország Távközlési Zártkörűen Működő Részvénytársaság (hereinafter: Vodafone or Service Provider)

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

Company registration number: 01-10-044159

Tax number: 11895927-2-44

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

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

1.2. How to contact us

The satisfaction of our subscribers and users is important to us, therefore, if you have any comments or questions concerning the processing of your personal data, you can contact our data protection officer or customer service using any of the following contact options:

By email	you can contact our data protection officer directly by sending an email to DPO-HU@vodafone.com , or you can contact us at the ugyfelszolgalat.hu@vodafone.com email address
By phone	on the 1270 or +36-1-288-1270 telephone numbers , or in the case of business customers with an individual contract, on the 1788 or +36-1-288-1788 telephone numbers
By mail	sent to the H-1476 Budapest, Pf. 350. postal address
In person	on the premises of Vodafone's Central Customer Service open to customers at H-1062 Budapest, Váci út 1-3. (Westend City Center), or at Vodafone's brand representations as well as at the shops of its reseller network

2. Definitions and principles

2.1. Definitions

Vodafone provides the definition of the terms applied in the notice below in order to ensure the understanding and uniform interpretation thereof by all parties concerned.

Subscriber: in accordance with Section 2.1.1 of the General Terms and Conditions for Individual Subscribers, a natural or legal person, unincorporated business association, sole proprietor or other organisation which uses the service on the basis of the subscription contract. Personal data may be interpreted only with respect to natural persons (natural person subscribers and natural persons acting on behalf of non-natural person subscribers).

User: in accordance with Section 2.1.1 of the General Terms and Conditions for Individual Subscribers, a natural person using the (electronic communications) service provided by Vodafone and not providing publicly available electronic communications services. If the user and the subscriber are not the same person, then normally, the user uses the service with the subscriber's knowledge and approval.

Consumer: a natural person acting for purposes which fall outside his or her independent occupation and economic activity, who buys, orders, receives, uses, utilises goods or is the recipient of commercial communications and offers relating to the goods, including any natural person using or requesting publicly available electronic communications services for purposes other than his or her trade, business activity or profession.

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, mental, economic, cultural or social identity of that natural person. Such typical personal data are, in particular: name, address, place and date of birth, mother's name. All information which does not relate to an identified or identifiable natural person or personal data rendered anonymous in such a manner that the data subject is no longer identifiable (e.g. statistical data) shall not be considered personal data.

Data subject: a natural person identified or identifiable – directly or indirectly – based on his or her personal 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 (see paper-based), 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. For the purposes of this notice, Vodafone shall be the controller of the personal data. Vodafone's employees and agents who, under the direct authority of Vodafone, are authorised to process personal data, shall not be deemed controllers.

Technical manipulation of data: the set of processing operations performed by the processor acting on behalf of or based on the instructions of the controller, the technical operations involved in data processing, irrespective of the method and instruments employed for such operations and the venue where it takes place.

Processor: a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller. Vodafone's processors are, on the one hand, companies within the Vodafone Group; on

the other hand, they are Vodafone's contractual partners performing data processing operations on behalf of and based on the written instructions of Vodafone.

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. However, public authorities which may receive personal data in the framework of a particular inquiry in accordance with Union or Member State law shall not be regarded as recipients.

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. Consent should cover all processing activities carried out for the same purpose or purposes. This could include, for example, ticking a box related to processing when visiting Vodafone's website or during viewing and using the My Vodafone Application, choosing technical settings (e.g. accepting the use of cookies) for information society services or another statement or conduct which unambiguously indicates in this context the data subject's acceptance of the proposed processing of his or her personal data.

Data transfer: making available the data to specified third persons.

Disclosure: making available the data to any person.

Pseudonymisation: the processing of personal data in such a manner that the personal data can no longer be attributed to a specific data subject without the use of additional information, provided that such additional information is kept separately and is subject to technical and organisational measures to ensure that the personal data are not attributed to an identified or identifiable natural person.

Anonymisation: the technical manipulation of personal data with the purpose of preventing irreversibly the identification of the data subject, i.e. any procedure performed on the personal data in such a manner that as a result, the data subject can no longer be identified based on or using the personal data, meaning that, so-called anonymous data will be created from the personal data by the end of the process. The principles of data protection should not apply to anonymous information, namely information which does not relate to an identified or identifiable natural person (e.g. statistical data).

Profiling: any form of automated processing of personal data consisting of the use of personal data to evaluate certain personal aspects relating to a natural person, in particular to analyse or predict aspects concerning that natural person's performance at work, economic situation, health, personal preferences, interests, reliability, behaviour, location or movements.

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

Data security: development and implementation of technical and organisational measures by the controller and the processor, 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, i.e. measures appropriate to the risk. In assessing the appropriate level of security account shall be 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. Data security is a state where the technical and organisational protection measures reduce the risk of damage by threats to a tolerable level.

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.

Vodafone Group: Vodafone Group Plc or any other company or organisation in which Vodafone Group Plc holds at least 50% of the shares.

Base station: base stations are antennas or transmission towers transmitting the electromagnetic waves essential for the provision of the electronic communications services. In the course of their operation, base stations emit electromagnetic, i.e. radio-frequency waves that travel through open space, and provide direct connection between the mobile phone we have at hand and the antenna of the base station providing the connection.

IMEI (International Mobile Equipment Identity) number: IMEI is a unique number used to identify mobile phones, that enables the clear identification of the devices at the given time and location.

IMSI (International Mobile Subscriber Identity) number: a unique identification number stored on the SIM card and serving the purpose of identifying mobile subscribers and users. The different mobile phone networks identify subscribers and users by using this number.

IP (Internet Protocol) address: a unique, numerical network identifier used by computers or other communication devices using Internet Protocol for communication to identify each other.

Geo-coordinates: data suitable to determine the geographical location of an object, for example information used to identify or estimate the real geographical position of a mobile phone or a computer terminal connected to the Internet.

MAC address: a unique identifier assigned to the device by the manufacturer of the network hardware (e.g. wireless or Ethernet card). MAC is the abbreviation for Media Access Control; each identifier identifies one particular device.

Confidentiality of communication: avoiding the unauthorised tapping, storage or monitoring of the communication and the related traffic data, as well as the unauthorised or accidental access to the communication and the related traffic data.

NAIH: Hungarian National Authority for Data Protection and Freedom of Information

NMHH: National Media and Infocommunications Authority

2.2. Principles

Vodafone ensures compliance with the data protection principles in the course of the provision of all of its services as well as in relation to the personal data of all data subjects.

- a) **Principle of lawfulness, fairness and transparency:** personal data shall be processed lawfully, fairly and in a transparent manner in relation to the data subject.
- b) **Principle of purpose limitation:** personal data shall be collected for specified, explicit and legitimate purposes and may not be processed for further purposes and in a manner that are incompatible with those purposes; further processing for scientific research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes.

- c) **Principle of data minimisation:** personal data shall be adequate, i.e. appropriate for achieving the purpose, as well as relevant, important and limited to what is necessary in relation to the purposes for which they are processed.
- d) **Principle of accuracy:** personal data shall be accurate and, where necessary, kept up to date; every reasonable step must be taken by Vodafone to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay.
- e) **Principle of storage limitation:** personal data shall be 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, i.e. the personal data may only be processed until they are needed for the fulfilment of the purpose of processing, then they shall be erased or anonymised.
- f) **Principle of integrity and confidentiality:** personal data shall be 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 (e.g. privacy, IT security and other internal policies, employment training, internal audit, etc.).
- g) **Principle of accountability:** Vodafone shall be responsible for, and be able to demonstrate compliance with, the applicable laws governing processing as well as its internal policies.
- h) **Principle of data protection by design:** taking into account the state of the art, the cost of implementation and the nature, scope, context and purposes of processing as well as the risks of varying likelihood and severity for rights and freedoms of natural persons posed by the processing, Vodafone shall, both at the time of the determination of the means for processing and at the time of the processing itself, implement appropriate technical and organisational measures, such as pseudonymisation. These measures are designed to implement data-protection principles, such as data minimisation, in an effective manner and to integrate the necessary safeguards into the processing in order to meet the requirements of the GDPR and protect the rights of data subjects.
- i) **Principle of data protection by default:** Vodafone shall implement appropriate technical and organisational measures for ensuring that, by default, only personal data which are necessary for each specific purpose of the processing are processed. That obligation applies to the amount of personal data collected, the extent of their processing, the period of their storage and their accessibility. In particular, such measures shall ensure that by default personal data are not made accessible without the individual's intervention to an indefinite number of natural persons.
- j) **Right to lodge a complaint with a supervisory authority and right to an effective judicial remedy:** Every data subject shall have the right to lodge a complaint with the supervisory authority and shall have the right to an effective judicial remedy if the data subject considers that the processing of personal data relating to him or her infringes the General Data Protection Regulation.
- k) **Confidentiality of communication:** 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.

2.3. Legal bases for processing

The Service Provider shall process personal data in a way that at least one of the following conditions is met:

- a) the subscriber or other 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 subscriber or other data subject is party or in order to take steps at the request of the subscriber or other data subject prior to entering into a contract;
- c) processing is necessary for compliance with a legal obligation to which Vodafone 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 Vodafone 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.

If the processing is based on the consent of the subscriber or other data subject, the consent may be withdrawn at any time, without affecting the lawfulness of processing based on the consent before its withdrawal.

If the subscriber provides not his or her own but the personal data of a third person to Vodafone, the subscriber shall be responsible for ensuring compliance with the applicable data protection laws, for obtaining the informed and freely given consent of the data subject, or for the provision of the existence of other legal bases for the transmission of the personal data of the data subject. Vodafone takes no liability for any damage, loss or prejudice resulting from the failure to perform the above. In the course of processing the personal data of such third persons, Vodafone will not investigate whether the transmission of the third person's personal data to Vodafone was lawful or not, nor will it investigate the validity of the data subject's consent; the subscriber transmitting the personal data concerning the third person shall be solely responsible therefor. The personal data of third persons are processed by Vodafone in relation to the processing of personal data of contact persons in particular, during which Vodafone processes the relevant personal data of the third person data subjects based on its own legitimate interest.

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

If Vodafone processes the personal data of the subscriber or other data subject based on pursuing its own legitimate interest or that of a third party, Vodafone declares and ensures, by balancing the interests, that the interests, fundamental rights and freedoms of the data subjects do not override the legitimate interest constituting the basis for processing. If a purpose of processing is necessary for the purposes of the legitimate interests pursued by Vodafone or by a third party, Vodafone will present the balance of interests test used to determine the legitimate interest to the person submitting a request via any of the contact channels specified in the notice. In the case of processing based on legitimate interests, the subscriber or other data subject 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. In the case of objection, Vodafone shall no longer process the personal data unless it demonstrates compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject or for the establishment, exercise or defence of legal claims.

3. Legal basis for and purpose of processing performed by Vodafone, set of personal data and duration of processing

In certain cases, the personal data processed in relation to our subscribers or other data subjects are collected directly from them, when they contact us in person in our shops, by phone or online, enquiring about our products and services or concluding a contract with Vodafone. For certain purposes and if an appropriate legal basis exists (e.g. the data subject's consent or Vodafone's legitimate interest), we may collect information about the subscriber or other data subject from other sources as well. The notice will indicate the source from which the personal data originate, and if applicable, whether it came from publicly accessible sources.

3.1. Purpose of processing, set of processed personal data, legal basis for and duration of processing

	Purpose of processing	Set of personal data	Legal basis for processing	Duration of processing
Concluding contracts, determining fees, billing, collecting fees, performing contracts				
1.	Drawing up the electronic communications services contract, definition and amendment of its content – the source of personal data is the subscriber or other data subject	if applicable to the specific subscriber: a) the subscriber's name, residential address, place of abode or registered office b) the subscriber's billing address, current bank account number c) the subscriber's name at birth, place and date of birth, mother's name at birth d) data of the subscriber's representative according to points a)-c) e) the subscriber's company registration number or other registration number (e.g. tax number, registration number of the sole proprietor) f) contact information of the subscriber or the subscriber's representative (mailing address, delivery address, phone number, email address) g) subscriber's category/type, the requested subscription service, name of the tariff package/plan, the supplemental services requested by the subscriber, the discounts selected by the subscriber, the number of the subscription contract (the latter data is generated by Vodafone) h) selected method of payment of fees and sending the bill, declaration on the bill annex and indication of the billing period i) date of conclusion of the subscription contract and the commencement of service and the term of the subscription contract j) security code (My Vodafone identifier) of subscriber or subscriber's representative k) customer identification number of the subscriber and the subscriber's representative, employee's identification number (data generated by Vodafone) and their signature l) type and number of the official identity document (identity card, passport, driver's license, residence permit, etc.) of the subscriber or the subscriber's representative m) number of the subscriber's official address card n) subscriber's nationality and gender o) characteristics and own identification data of the devices that will be used by the subscriber (SIM card number, call number, IMSI number, IMEI number, type of device, and unique identifier of the devices – mediabox/mediacard, decoder card (smartcard), modem	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 – GDPR Article 6(1) point (b), taking into account Section 154 of the Eht and Section 11 of the 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 at the latest, or until any dispute is settled. If a contract is not concluded, the personal data will be stored by Vodafone for 30 days calculated from their transmission.

		<p>– provided by the Service Provider in order to use the home service), name of the recipient of the tool/device</p> <p>p) if the subscriber and the bill payer are different persons, the bill payer's data specified in points a)-f) and j)-l), q) and r)</p> <p>q) notarised specimen signature of the person authorised to sign on behalf of the company, or his or her specimen signature countersigned by an attorney-at-law involved in the company registration (change registration) procedure</p> <p>in the case of using fixed electronic communications services:</p> <p>r) full address of the requested subscriber access point/place of installation</p> <p>s) legal title of using the property: own property/rental</p> <p>t) consent – or if the subscriber uses the property as a lessee, then a declaration about having all consents from the owner as well as other consents – if needed – necessary for the installation</p> <p>v) name, place and date of birth, mother's name, address and type and number of official identity document of the property owner</p>		
2.	<p>Determining and billing the fees arising from the contract, collecting the related fees, monitoring the subscription contracts, maintaining contact (traffic and bill payment data) – the source of personal data is the subscriber or other data subject</p>	<p>if applicable to the specific subscriber:</p> <p>in addition to the personal data specified in Section 1 of this table</p> <p>a) number or other identifier of the subscriber station</p> <p>b) address of the subscriber access point and the type of the station</p> <p>c) number of total units chargeable in the settlement period</p> <p>d) caller and called subscriber numbers</p> <p>e) type, direction, start time of the call or other service, duration of the conversation taken place, size of the transmitted data; in the case of mobile phone services: the network and cell providing the service, the unique identifier (IMEI) of the device used for using the service, in the case of IP networks, the identifiers used</p> <p>f) date of the call or other service</p> <p>g) data related to the payment of fees and outstanding debt</p> <p>h) if debt is left behind, the events associated with the termination of the subscription contract</p> <p>i) data relating to other, non-electronic communications services that may be used by the subscribers and the users, in particular data relating to their billing</p> <p>j) data generated in the Service Provider's electronic communications network with regard to the use or attempted use of subscriber terminals unlawfully used for utilising the subscription service, in particular those blocked by their owners</p> <p>k) every piece of personal data required and sufficient for determining the fee, billing, and collecting the related fees (including the bank account number of subscriber in the case of direct debit authorisation)</p>	<p>Necessary for the conclusion and performance of the contract – Article 6(1) point (b) of the GDPR, taking into account Section 157(2) of the Eht and Section 11 of the Eszr.</p>	<p>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 at the latest, or until any dispute is settled.</p>
3.	<p>Issuing the bill and the bill annex – the source of personal data is the subscriber or other data subject</p>	<p>a) bill: the name, address and customer identification number of the person using the service</p> <p>b) bill annex: the fees payable by the subscriber broken down by all call directions with different rates, if no call directions are used, by terminating service provider; for premium-rate calls, remote voting, SMS, MMS and received calls, by fees payable, and the fee of non-phone</p>	<p>Necessary for compliance with a legal obligation to which Vodafone is subject – Article 6(1) point (c) of the GDPR, taking into account Section 142(1) of the Eht and Section 21(1) and (3) of the Eszr.</p>	<p>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 at</p>

		services used via the phone service, fees charged for voice and non-voice calls and charging periods.		the latest, or until any dispute is settled.
4.	Issuing the call detail record (detailed statement of billing information) to check the accuracy of the bill – the source of personal data is the subscriber or other data subject	<p><u>Per service and service provider:</u></p> <p>a) the called number b) the start time of the call c) the call duration d) the price of the call unit e) the price of the call</p> <p><u>In the case of non-voice data traffic connections or calls, grouped by access type:</u></p> <p>f) the time of the non-voice data traffic g) the volume of data traffic or, in the case of time-based billing, the duration of data traffic h) the fee of unit traffic or, in the case of time-based billing, the time-based unit price d) the fee of data traffic</p>	Necessary for compliance with a legal obligation to which Vodafone is subject – Article 6(1) point (c) of the GDPR, taking into account Section 142(2) of the Eht, Section 7(2)-(4) of the Akr and Section 21(2) and (4) of the Eszr.	Until the consent is withdrawn or in the absence thereof, until the lapse of claims according to Section 143(2) of the Eht, arising from the subscription contract in relation to the data, but within 1 year + 30 days following the termination of the contract at the latest, or until any dispute is settled.
5.	Verifying the identity of the subscriber (in the case of a business subscriber, the legal representative) prior to entering into a subscription contract for prepaid mobile services, as well as in the official identity documents registry in order to perform data reconciliation – the source of personal data is the subscriber or other data subject	a) the type, number and validity of the subscriber's official identity document, and the personal identification data specified in Section 1 points a)-c) of this table b) in the case of non-Hungarian-national subscribers – not having an official document proving Hungarian identity –, presenting the passport, a residence permit or any other official identity document certifying a Hungarian address to the Service Provider, as well as the personal identification data specified in Section 1 points a)-c) of this table	Necessary for compliance with a legal obligation to which Vodafone is subject – Article 6(1) point (c) of the GDPR, taking into account Section 129 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 at the latest, or until any dispute is settled.
6.	Notifying the Service Provider and performing data reconciliation concerning the personal data of the SIM card owner if the subscriber of the prepaid mobile service transfers the SIM card to a third person other than his or her close relative – the source of personal data is the subscriber who is a person other than the data subject	the type, number and validity of the SIM card owner's official identity document, and the personal identification data specified in Section 1 points a)-c) of this table	Necessary for compliance with a legal obligation to which Vodafone is subject – Article 6(1) point (c) of the GDPR, taking into account Section 127(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 at the latest, or until any dispute is settled.
7.	Verifying the identity and address of the subscriber or the subscriber's representative prior to entering into a subscription contract in the official identity documents registry	a) the type, number and validity of the subscriber's official identity document, and the personal identification data specified in Section 1 points a)-c) of this table b) in the case of non-Hungarian-national subscribers – not having an official document proving Hungarian identity –, presenting the passport, a residence permit or any other official identity document certifying a Hungarian address to the Service Provider, as well as the personal	Legitimate interest pursued by Vodafone according to Article 6(1) point (f) of the GDPR. It is Vodafone's legitimate interest to verify the validity of the subscriber's official identity document and the authenticity of the personal identification data. Moreover, it is	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 at the latest, or until any dispute is settled.

	<p>and the registry of GIRO Elszámolásforgalmi Zrt. as well as by the Service Provider – the source of personal data is the subscriber or other data subject</p>	<p>identification data specified in Section 1 points a)-c) of this table c) in the case of non-Hungarian-national subscribers – not having an official document proving Hungarian identity –, the copy of the residence permit or any other official identity document certifying a Hungarian address or other proof of address (residence permit, the side of the residence card indicating the address, declaration of residence form, lease agreement, halls contract, etc.)</p>	<p>also Vodafone's legitimate interest to verify the authenticity and validity of the data of its customers not having an official document proving Hungarian identity and thus not listed in the official identity documents registry or the registry of GIRO Elszámolásforgalmi Zrt.</p>	<p>The copy of the foreign subscribers' residence permit or any other official identity document certifying a Hungarian address or other proof of address will be stored for 24 hours following its presentation.</p>
8.	<p>Verifying the number of prepaid mobile subscriptions specified in Section 2.1.1.1 of the Mobile GTC for Individual Subscribers prior to entering into a prepaid subscription contract – the source of personal data is the subscriber or other data subject</p>	<p>a) number of and data contained in the subscriber's or his or her legal representative's official identity document b) number of previous prepaid mobile phone service subscription contracts</p>	<p>Necessary for the conclusion and performance of the contract – Article 6(1) point (b) of the GDPR.</p>	<p>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 at the latest, or until any dispute is settled.</p>
9.	<p>Assessing the contracting party's creditworthiness prior to entering into a postpaid subscription contract – the source of personal data is the subscriber or other data subject</p>	<p>a) the personal data specified in Section 1 points a)-f) of this table b) type, number and payment history of the current mobile phone subscriptions c) selected services (e.g. payment in instalments) and devices</p> <p>if the subscriber consents to the provision of the data:</p> <p>d) data of proof of employment (commencement of employment, type of employment contract (for an indefinite period/fixed term), salary information) e) data of proof of retirement income (sum of pension per month) f) data of bank account statement (cash flows) g) presentation of data of a utility bill h) bill data from another mobile service provider (number of subscriptions and their amount)</p>	<p>Points a)-c): legitimate interest pursued by Vodafone according to Article 6(1) point (f) of the GDPR.</p> <p>It is Vodafone's legitimate interest to verify in advance the ability to fulfil the contractual payment obligations, to ensure the contractual performance, to assess and prevent the risks related to non-payment or non-contractual payment or fraud, and to authorise the sale of devices with the price support provided by Vodafone as well as the provision of discounted services.</p> <p>Points d)-h): based on the subscriber's consent – Article 6(1) point (a) of the GDPR.</p>	<p>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 at the latest, or until any dispute is settled.</p>
10.	<p>Assessing the surety's creditworthiness prior to entering into a postpaid subscription contract – the source of personal data is the subscriber or other data subject</p>	<p>a) the surety's name, residential address, place of abode b) the surety's billing address, current bank account number c) the surety's name at birth, place and date of birth, mother's name at birth d) the surety's contact information (email address, phone number) e) type and number of and other data contained in the surety's official identity document f) type, number and payment history of the surety's current mobile phone subscriptions g) selected services (e.g. payment in instalments) and devices</p> <p>if the surety consents to the provision of the data:</p>	<p>Points a)-g): legitimate interest pursued by Vodafone according to Article 6(1) point (f) of the GDPR.</p> <p>It is Vodafone's legitimate interest to verify in advance the ability to fulfil the contractual payment obligations, to ensure the contractual performance and to prevent non-payment.</p> <p>Points h)-l): based on the subscriber's consent – Article 6(1) point (a) of the GDPR.</p>	<p>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 at the latest, or until any dispute is settled.</p>

		<p>h) data of surety's proof of employment (commencement of employment, type of employment (indefinite period/fixed term), salary information)</p> <p>i) data of surety's proof of retirement income (sum of pension per month)</p> <p>j) data of surety's bank account statement (cash flows)</p> <p>k) presentation of data of the surety's utility bill</p> <p>l) bill data from another mobile service provider (number of subscriptions and their amount)</p>		
11.	<p>Fulfilling the conditions required to provide the Vodafone Family (Vodafone Kid) and Vodafone You Promotional Services – the source of personal data is the subscriber or other data subject</p>	<p>a) number of official address card of the relative under 18</p> <p>b) date of birth of the relative under 18</p> <p>c) date of birth of the user entitled to the discount</p> <p>d) number of identity card of the user entitled to the discount</p>	Necessary for the conclusion and performance of the contract – Article 6(1) point (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 at the latest, or until any dispute is settled.
12.	<p>Verifying the conditions required to provide the subscription packages available as part of a fleet service – the source of personal data is the subscriber or other data subject (primary entitled person), or in the case of secondary entitled persons, the primary entitled person as third person</p>	<p>in addition to the personal data specified in Section 1 points a)-f) of this table the requested documents – depending on the specific fleet – may be the following:</p> <p>a) fleet certification (the fleet certification of different fleets may have different content, and may contain the personal data of the primary entitled person of the specific fleet: name, place and date of birth, mother's name, phone number, email address, address, name of employer or organisation; in the case of secondary entitled persons: name, address, identity card number)</p> <p>b) statement about the entitlement to join the fleet (name, identity card number)</p> <p>- primary entitled person: employees or natural persons connected with it based on a permanent agency relationship or association, chamber or other membership;</p> <p>- secondary entitled person: natural persons/beneficiaries designated by the primary entitled person(s)</p>	Necessary for the conclusion and performance of the contract – Article 6(1) point (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 at the latest, or until any dispute is settled.
13.	<p>Transferring data – for the purposes of billing, collecting the related fees and monitoring the subscription contracts – to the authorised body, the consumer protection authority based on the request of the bodies empowered by law to settle disputes related to billing and traffic or the bailiff or the body empowered by separate laws to access the data – the source of personal data is Vodafone</p>	the set of personal data specified in Section 2 of this table	Necessary for the conclusion and performance of the contract – Article 6(1) point (b) of the GDPR, taking into account Section 157(9) 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 at the latest, or until any dispute is settled.
14.	<p>Performing administration related to number porting – the source of personal data is the subscriber or other data subject</p>	<p>a) for natural persons requesting number porting:</p> <p>aa) Hungarian nationals: identity card, passport or driver's license and official identity document certifying a Hungarian address (personal data according to Section 1 points a)-d) of this table), signature</p> <p>ab) non-Hungarian nationals: passport and a residence permit or any other official identity document certifying a</p>	Necessary for compliance with a legal obligation to which Vodafone is subject – Article 6(1) point (c) of the GDPR, taking into account Section 150 of the Eht, and the Szhr.	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 at

		<p>Hungarian address, and, based on the decision and consent of the subscriber, an official identity document or permit that was used by the donor service provider for the identification of the subscriber when the original subscription contract was concluded (personal data according to Section 1 points a)-d) of this table), signature</p> <p>b) for companies requesting number porting: ba) certificate of incorporation or the sole proprietor's registration number bb) the notarised specimen signature of the person authorised to sign on behalf of the company, or his or her specimen signature countersigned by an attorney-at-law involved in the company registration (change registration) procedure bc) the identity card of the proceeding representative (personal data according to Section 1 points a)-d) of this table), signature bd) power of attorney, unless the person authorised for representation will proceed</p> <p>c) phone number intended to be ported e) name of current service provider f) day suitable for number porting g) subscription type (prepaid, postpaid) and customer type (natural person, legal person)</p>		the latest, or until any dispute is settled.
15.	Transferring the subscription – the source of personal data is the subscriber or other data subject	<p>a) name, name at birth, residential address, registered office, billing address, place and date of birth, mother's name at birth, number and type of official identity document of the donor subscriber, sole proprietor's registration number, tax number, representative's name, place and date of birth, type and number of official identity document, signature b) name, name at birth, residential address, billing address, place and date of birth, mother's name at birth, type and number of official identity document and signature of the beneficiary of the transfer c) key data related to the mobile phone number to be transferred (mobile number, tariff package, type of device, IMEI number, etc.) d) witnesses' name, residential address and number of official identity document</p>	Necessary for the conclusion and performance of the contract – Article 6(1) point (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 at the latest, or until any dispute is settled.
Determining the tax and settling and following up on accounting documents				
16.	Issuing the bill and determining the tax – the source of personal data is the subscriber or other data subject	<p>a) bill: the name, address and customer identification number of the person using the service b) bill annex: the fees payable by the subscriber broken down by all call directions with different rates, if no call directions are used, by terminating service provider; for premium-rate calls, remote voting, SMS, MMS and received calls, by fees payable, and the fee of non-phone services used via the phone service, fees charged for voice and non-voice calls and charging periods</p>	Necessary for compliance with a legal obligation to which Vodafone is subject based on Article 6(1) point (c) of the GDPR, taking into account Chapter X of Act CXXVII of 2007 on Value-Added Tax.	Five years from the last day of the calendar year in which the tax return shall be filed (Chapters IX and XXVI of Act CL of 2017 on the Rules of Taxation), or until any tax inspection is completed and any dispute is settled.
17.	Settling and following up on accounting documents – the source of personal data is the subscriber or other data subject	<p>a) bill: the name, address and customer identification number of the person using the service b) bill annex: the fees payable by the subscriber broken down by all call directions with different rates, if no call directions are used, by terminating service provider; for premium-rate calls, remote voting, SMS, MMS and received calls, by fees payable, and the fee of non-phone services used via the phone service, fees charged for non-voice calls and charging periods</p>	Necessary for compliance with a legal obligation to which Vodafone is subject based on Article 6(1) point (c) of the GDPR, taking into account Section 169(2) of Act C of 2000 on Accounting.	8 years from last day of the 5th month following the last day of the business year or until any dispute is settled.

		c) accounting documents supporting directly and indirectly the bookkeeping accounts (including the general ledger accounts, the analytical as well as the detailed accounts), that do not contain personal data apart from the personal data already indicated on the bill and the bill annex, but including the subscriber's balance		
Providing data to public authorities and bodies				
18.	Data retention obligation and, upon request, obligation to provide data for the purposes of law enforcement, national security and homeland defence – the source of personal data is Vodafone	<p>a) in the case of fixed phone or mobile phone services, Internet access services, Internet-based phone and Internet-based mailing services or the combination thereof, the personal data of the subscriber specified in the individual subscription contract</p> <p>b) in the case of fixed phone or mobile phone services, Internet access services, Internet-based phone and Internet-based mailing services or the combination thereof, the call 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, specified in the subscription contract or otherwise allocated to the subscriber or user by the electronic communications service provider</p> <p>c) in the case of fixed phone services, fixed Internet access services, or the combination thereof, the address where the subscriber's or user's terminal or subscriber access point is installed and its type</p> <p>d) in the case of fixed phone or mobile phone services, Internet access services, Internet-based phone and Internet-based mailing services or the combination thereof, the call numbers of subscribers or users participating in the communication, their unique technical IDs, user IDs, the type of electronic communications service used, the date, start and end time of communication</p> <p>e) in the case of call diversion and call forwarding applied together with the use of fixed phone or mobile phone services or the combination thereof, the intermediary subscriber or user call numbers participating in the call setup</p> <p>f) in the case of mobile phone services, the device IDs (IMEI) or mobile subscriber ID (IMSI) of the participants in the communication used when using the service</p> <p>g) in the case of mobile phone services, the network and cell ID of the service provider at the start of communication, and the data that allows the determination of the actual geographical location of the cell pertaining to the cell ID at the time of providing the specific service</p> <p>h) in the case of Internet-based electronic mailing and Internet-based phone services or the combination thereof, the data specified in point d) in respect of the communication started towards an intended recipient</p> <p>i) in the case of Internet access, Internet-based electronic mailing and Internet-based phone services or the combination thereof, the type of electronic communications service and the date, start and end time of the subscriber's or user's use of the service, the IP address, user ID and call number used during the use of the service</p> <p>j) in the case of Internet access, Internet-based electronic mailing and Internet-based phone services or the combination thereof, the data necessary for monitoring any conversion by the electronic communications service</p>	Necessary for compliance with a legal obligation to which Vodafone is subject – Article 6(1) point (c) of the GDPR, taking into account Section 159/A(1) and (2) of the Eht.	The data specified in a)-c): for 1 year following the termination of the subscription contract; those in d)-k), for 1 year from their generation, and those related to unsuccessful calls, for half a year from their generation.

		<p>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 the ID of the cell from which it was activated</p> <p>The obligation to provide data also extends to the data generated or processed during unsuccessful calls.</p>		
19.	<p>Mandatory data provision to ensure the discharge of the statutory duties of investigating authorities, prosecution offices, courts and national security services authorised to request data under special laws – the source of personal data is Vodafone</p>	<p>all personal data in respect of the request and available to Vodafone</p>	<p>Necessary for compliance with a legal obligation to which Vodafone is subject – Article 6(1) point (c) of the GDPR, taking into account Section 157(10) of the Eht.</p>	<p>Until the fulfilment of data provision; if Vodafone processes these data for other purposes specified in this notice, then it does so until the date indicated therein.</p>
20.	<p>Mandatory data provision to ensure the discharge of the statutory duties of investigating authorities, prosecution offices, courts, authorities conducting a preparatory procedure and national security services authorised to request data under special laws – the source of personal data is Vodafone</p>	<p>location data other than traffic data in respect of the request, relating to the user and the subscriber</p>	<p>Necessary for compliance with a legal obligation to which Vodafone is subject – Article 6(1) point (c) of the GDPR, taking into account Section 156(16) of the Eht.</p>	<p>Until the fulfilment of data provision; if Vodafone processes these data for other purposes specified in this notice, then it does so until the date indicated therein.</p>
21.	<p>Mandatory data provision upon the request of the authority conducting the arrest warrant procedure to determine the location of the person whose domicile is unknown, including the disclosure of his or her relations and alleged domicile – the source of personal data is Vodafone</p>	<p>call traffic, location and subscriber data relating to the user and the subscriber in respect of the request</p>	<p>Necessary for compliance with a legal obligation to which Vodafone is subject – Article 6(1) point (c) of the GDPR, taking into account Section 156(17) of the Eht.</p>	<p>Until the fulfilment of data provision; if Vodafone processes these data for other purposes specified in this notice, then it does so until the date indicated therein.</p>
22.	<p>Mandatory data provision upon the request of the authority dealing with offences in order to identify the person committing an offence by misusing the emergency numbers – the source of personal data is Vodafone</p>	<p>In respect of the phone number that called the emergency number:</p> <p>a) data relating to the subscriber's family name and given name, place and date of birth, mother's family name and given name at birth, address and address for service, or</p> <p>b) in the case of a non-natural person subscriber, data relating to its company name, registered office, site, representative's family name and given name</p>	<p>Necessary for compliance with a legal obligation to which Vodafone is subject – Article 6(1) point (c) of the GDPR, taking into account Section 157(11) of the Eht.</p>	<p>Until the fulfilment of data provision; if Vodafone processes these data for other purposes specified in this notice, then it does so until the date indicated therein.</p>

23.	Mandatory data provision to the consumer protection authority – the source of personal data is Vodafone	data relating to the start time and duration of the call initiated from the Vodafone network, in respect of the request	Necessary for compliance with a legal obligation to which Vodafone is subject – Article 6(1) point (c) of the GDPR, taking into account Section 47(9a) of the Fgytv and Section 157(9) of the Eht.	Until the fulfilment of data provision; if Vodafone processes these data for other purposes specified in this notice, then it does so until the date indicated therein.
24.	Data provision to emergency services and emergency service stations in order to answer emergency calls – the source of personal data is Vodafone	data relating to the caller's identification and position (even in the event of blocking of caller ID display and in the absence or withdrawal of the caller's consent to the processing of location data)	Necessary for compliance with a legal obligation to which Vodafone is subject – Article 6(1) point (c) of the GDPR, taking into account Section 145(1) and (2) of the Eht.	Until the fulfilment of data provision; if Vodafone processes these data for other purposes specified in this notice, then it does so until the date indicated therein.
25.	Data provision to the Central Bank of Hungary acting within the scope of its duties relating to the supervision of the financial intermediary system – the source of personal data is Vodafone	a) the subscriber's family name and given name, name at birth, residential address, place of abode b) the number or other identifier of the subscription station, subscriber's numbers calling or called by the subscriber, date and start time of the call or other service	Necessary for compliance with a legal obligation to which Vodafone is subject – Article 6(1) point (c) of the GDPR, taking into account Section 157(8) of the Eht.	Until the fulfilment of data provision; if Vodafone processes these data for other purposes specified in this notice, then it does so until the date indicated therein.
26.	Data provision to the Hungarian Competition Authority to conduct procedures in competition matters – the source of personal data is Vodafone	a) the subscriber's family name and given name, name at birth, residential address, place of abode b) number or other identifier of the subscription station, subscriber's numbers calling or called by the subscriber, date, start time and duration of the call or other service c) in the case of mobile phone services, the network and cell providing the service and the unique identifier (IMEI) of the device used at the time of using the service, in the case of IP networks, the identifiers used	Necessary for compliance with a legal obligation to which Vodafone is subject – Article 6(1) point (c) of the GDPR, taking into account Section 157(8a) of the Eht.	Until the fulfilment of data provision; if Vodafone processes these data for other purposes specified in this notice, then it does so until the date indicated therein.
27.	Data provision to the law enforcement agency controlled by the minister responsible for the civilian national security services if doubt as to the authenticity and adequacy of the customer identification data in relation to the prepaid mobile services arises, or there are suspicions of a criminal behaviour concerning the use of the service – the source of personal data is Vodafone	a) recorded customer identification data b) number of subscription contracts or the subscription services used by the subscriber	Necessary for compliance with a legal obligation to which Vodafone is subject – Article 6(1) point (c) of the GDPR, taking into account Section 127(2d) of the Eht.	Until the fulfilment of data provision; if Vodafone processes these data for other purposes specified in this notice, then it does so until the date indicated therein.
Inquiries, error reports, handling of complaints, voice recordings, video recordings				
28.	Addressing subscriber, user and consumer inquiries and notifications, investigating and handling complaints –	a) subscriber's/consumer's name, address b) place, time and manner of filing the complaint c) detailed description of the subscriber's/consumer's complaint (personal data specified by the subscriber/consumer in the complaint, including the subscriber's/consumer's phone number and other contact	Necessary for compliance with a legal obligation to which Vodafone is subject – Article 6(1) point (c) of the GDPR, taking into account Section 17/A(5) and (7) of the Fgytv,	The data relating to inquiries for 1 year or, in the event of dispute, until such dispute is settled. The data relating to complaints for 5 years or, in

	the source of personal data is the subscriber or other data subject, and Vodafone in relation to the personal data generated in connection with the service	<p>details (e.g. email address), data related to the service), list of papers, documents and other evidence presented by the subscriber/consumer</p> <p>d) Vodafone's statement on its position regarding the subscriber's/consumer's complaint</p> <p>e) signature of the person preparing the report and – except for verbal complaints communicated via phone or using other electronic communications services – the subscriber/consumer</p> <p>f) place and date of preparing the report</p> <p>g) unique ID of the complaint in the case of verbal complaints communicated via phone or using other electronic communications services</p> <p>h) the subscriber's call number or other ID required for the clear identification of the subscriber</p>	Section 138(8) and (10) of the Eht and Section 25(1) of the Eszr.	the event of dispute, until such dispute is settled.
29.	Investigating error reports and troubleshooting – the source of personal data is the subscriber or other data subject, and Vodafone in relation to the personal data generated in connection with the service	<p>a) name, notification address (service address) or other ID of the subscriber</p> <p>b) the subscriber's call number (contact number) or other ID</p> <p>c) 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 (year, month, day, hour) and result (lack of result and the cause therefor) of troubleshooting</p> <p>h) method and time of sending a notification to the subscriber, including in particular, the method and time of the notifications about the confirmation of the subscriber's report and the contents of point g)</p> <p>i) subscriber's other contact details (e.g. email address)</p> <p>If the report is made by a person other than the subscriber, or if other third persons are concerned in the report, then the data related to them, according to points a)-b) and h)-i) above.</p>	Necessary for compliance with a legal obligation to which Vodafone is subject – Article 6(1) point (c) of the GDPR, taking into account Section 141 of the Eht and Sections 22(7) and 25(1) of the Eszr.	1 year from reporting or, in the event of dispute, until such dispute is settled.
30.	Retaining voice recordings – the source of personal data is the subscriber or other data subject, and Vodafone in relation to the personal data generated in connection with the service	personal data specified in Sections 28 and 29 of this table, voice recording about the inquiries, notifications, complaints or error reports received by the phone customer service	Necessary for compliance with a legal obligation to which Vodafone is subject – Article 6(1) point (c) of the GDPR, taking into account Sections 17/A and 17/B of the Fgytv, Section 138(10) of the Eht, Section 141(1) of the Eht and Section 25 of the Eszr.	Voice recording of complaints and error reports received by the phone customer service for 5 years or, in the event of dispute, until such dispute is settled.
31.	Checking the adequacy and quality of the provision of the service (in particular, the administrative processes related to complaints and error reports), training of customer service employees – the source of personal data is the subscriber or other data	<p>a) personal data specified in Sections 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>Legitimate interest pursued by Vodafone – Article 6(1) point (f) of the GDPR.</p> <p>It is Vodafone's legitimate interest to develop internal processes compliant with the laws, internal policies and the subscribers' needs, and to continuously monitor them and correct them, if necessary, and to provide trainings to the participants in customer service.</p>	The voice recordings shall be retained for 5 years.

	subject, and Vodafone in relation to the personal data generated in connection with the service			
32.	Protecting persons and property at the brand representations of Vodafone Magyarország Zrt. and its reseller network – the source of personal data is the person, customer or employee entering the field of view of the camera system	a) video recordings (image and actions) of electronic monitoring systems (security camera) b) place and time of recording	Necessary for the purposes of the legitimate interests pursued by Vodafone – Article 6(1) point (f) of the GDPR. It is the legitimate interest of Vodafone that the protection of persons and property is ensured in the shops where services are provided to the customers and valuable devices and accessories can be found.	Unless being used (for subsequent investigation of the circumstances of crimes committed or other extraordinary events), no longer than 5 days from recording. In other cases, until the conclusion of the investigation of the case or the official or legal proceedings initiated based on the investigation.
33.	Preparing a report on providing access to the recordings of the camera system – the source of personal data is the person requesting access to the recording	a) data necessary for the identification of the recording b) name of the person entitled to access the recording, type and number of the certificate permitting to engage personally in the activity, name and number of operating licence of the company c) reason for accessing the recording, including the reason for exercising the data subject's rights d) place and date of access to the recording (start and end time) e) storage media	Necessary for compliance with a legal obligation to which Vodafone is subject – Article 6(1) point (c) of the GDPR, taking into account Section 31 of the Szvmt.	Unless being used (for subsequent investigation of the circumstances of crimes committed or other extraordinary events), 30 days from recording.
Phone book, electronic list of names of subscribers and directory assistance				
34.	Preparation of list of names of subscribers in printed (phone book) or electronic form – the source of personal data is the subscriber or other data subject	a) data necessary for the identification of the subscriber (unless the subscriber requests to be omitted from the list of names): - name - subscriber's call number - address (partial address) if the subscriber requests their indication: b) the subscriber's statement that his or her personal data shall not be used for the purposes of direct marketing, information, public opinion polling or market research c) manner of use (phone/fax) of the terminal belonging to the subscriber's call number d) in the case of individual subscribers: occupation, educational level, professional qualification e) in the case of subscribers using fixed phone services: a mobile phone subscriber call number, web address, email address	point a) – Necessary for compliance with a legal obligation to which Vodafone is subject – Article 6(1) point (c) of the GDPR, taking into account Section 160 of the Eht and Section 32 of the Eszr. Points b)-e) – Based on the subscriber's consent – Article 6(1) point (a) of the GDPR, taking into account Section 160 of the Eht and Section 32 of the Eszr.	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 at the latest, or until any dispute is settled.
35.	Providing directory assistance service, national domestic directory assistance service and making available the list of names of subscribers – the source of personal data is the subscriber or other data subject	depending on the subscriber's consent - subscriber's name - part of his or her address disclosed to the Service Provider for disclosure - subscriber's call number	For compliance with a legal obligation to which Vodafone is subject based on Article 6(1) point (c) of the GDPR, taking into account Section 146(2) and Section 162(4) of the Eht.	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 at the latest, or until any dispute is settled.
Direct marketing, market research and providing value-added services				
36.	Establishing contact with the aim of requesting consent to	a) name of potential customer b) phone number of potential customer c) email address of potential customer	Necessary for the purposes of the legitimate interests pursued by	Up to the expiry of the declaration of loyalty of the

	direct marketing – the source of personal data is a third person: purchased or public database	d) mailing address 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 customer identification number, place and date of birth, mother's name at birth, the subscriber's residential address, place of abode or registered office, the subscriber's company registration number or other registration number, the services of other companies owned by Vodafone Group that subscriber uses, and the payment history of the subscriber	Vodafone based on Article 6(1) point (f) of the GDPR. It is the legitimate interest of Vodafone to establish a database with the aim of requesting consent to direct marketing.	potential customer, but no more than 24 months.
37.	Transmitting personalised offers for direct marketing purposes (including the transmission of offers of the contractual partners of the Service Provider as well as of other companies of the Vodafone Group) and establishing contact for market research purposes – the source of personal data is the subscriber or other data subject	a) the set of personal data specified in Sections 1, 2, 3 and 4 of this table (data related to the identification of the subscriber, the traffic and billing, the collection of the related fees and the monitoring of the subscription contracts as well as to the bill, bill annex and the call detail record) b) browsing history	Based on the consent of the subscriber, user or the potential customer consenting to direct marketing – Article 6(1) point (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.
38.	Transmitting personalised offers for direct marketing purposes (including the transmission of offers of the contractual partners of the Service Provider as well as of other companies of the Vodafone Group) as well as providing and transmitting value-added services (e.g. device insurance) – the source of personal data is the subscriber or other data subject	a) the set of personal data specified in Sections 1, 2, 3 and 4 of this table (data related to the identification of the subscriber, the traffic and billing, the collection of the related fees and the monitoring of the subscription contracts as well as to the bill, bill annex and the call detail record) b) location data other than traffic data (identifier, address or geo-coordinate of the base station)	Based on the subscriber's or user's consent – Section 6(1) point (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. The location data other than traffic data will be erased one year after their generation.
39.	Recommending broadcast content – the source of personal data is the subscriber or other data subject	Viewing data, habits related to the broadcast service, addition of programmes to playlists	Based on the subscriber's consent – Article 6(1) point (a) of the GDPR.	The data collected based on a lawful consent will be retained for a maximum of 6 months from the withdrawal of the consent. The withdrawal may be made in the Settings/Consent to processing menu item of the Vodafone TV or the Settings/Consent to processing menu item of the Vodafone TV mobile application.
40.	Measuring customer satisfaction following the use of the services	a) name, phone number and email address of the subscriber or the contact person of the non-natural person subscriber	Necessary for the purposes of the legitimate interests pursued by	Until the lapse of claims according to Section 143(2) of the Eht, arising from the

	(TNPS measurement) – the source of personal data is the subscriber or other data subject	b) answers	Vodafone based on Article 6(1) point (f) of the GDPR. It is the legitimate interest of Vodafone to measure and analyse the satisfaction of subscribers and users, thereby improving the quality of services, and ultimately facilitating keeping the customers.	subscription contract, 1 year + 30 days following the termination of the contract at the latest, or until any dispute is settled.
Other processing activities based on Vodafone's legitimate interest				
41.	Developing competitive business offers, market analysis – the source of personal data is the subscriber or other data subject	set of personal data specified in Sections 1, 2, 3 and 4 of this table, pseudonymised then grouped according to various aspects (data related to the identification of the subscriber, the traffic and billing, the collection of the related fees and the monitoring of the subscription contracts as well as to the bill, bill annex and the call detail record)	Necessary for the purposes of the legitimate interests pursued by Vodafone based on Article 6(1) point (f) of the GDPR. It is the legitimate interest of Vodafone to develop competitive offers satisfying the subscribers' needs by analysing the subscribers' preferences and the market environment, thereby facilitating keeping the customers.	1 year from the generation of the personal data. If the Service Provider processes these data for other purposes specified in this notice, then it retains them until the date indicated therein.
42.	Keeping contact with non-natural person subscribers (including direct marketing and market research purposes) – the source of personal data can be a third person or the data subject himself/herself	representative's and contact person's name, phone number, email address, position, mailing address	Necessary for the purposes of the legitimate interests pursued by Vodafone and a third party according to Article 6(1) point (f) of the GDPR. It is the legitimate interest of Vodafone and the non-natural person subscriber that Vodafone contact the subscriber regarding the performance of the contract and with additional offers meeting the subscriber's needs.	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 at the latest, or until any dispute is settled.
43.	Processing data related to acquisitions – the source of personal data is the acquired or the acquiring company	a) subscriber's name and customer 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 company registration number or other registration number e) services of the other service provider, that has been used by the subscriber (including other companies owned by the Vodafone Group) f) subscriber's payment history g) place of use of the subscriber's service h) subscriber's contact details (phone number, email address)	Necessary for the purposes of the legitimate interests pursued by Vodafone based on Article 6(1) point (f) of the GDPR. It is the legitimate interest of Vodafone to seize the commercial opportunities arising from an acquisition rapidly and effectively, in order to improve the service and increase sales.	Upon fulfilment of the purpose of the analysis, Vodafone shall erase or render anonymous the subscriber's personal data.
44.	Assigning overdue claims in relation to the electronic communications services contract – the source of personal data is Vodafone	a) personal data under Section 1 points a)-i), k)-l), and o)-s) of this table, indicated in the contract, and the subscriber's declarations made at the time of ordering the service b) personal data under Section 3 of this table, indicated on the bill c) data in the balance statement: amount of bills and their settlement deadline, amount and time of payments, the aggregate amount of the bills, the aggregate amount of the payments, balance	Necessary for the purposes of the legitimate interests pursued by Vodafone based on Article 6(1) point (f) of the GDPR. It is the legitimate interest of Vodafone to mitigate its damage arising from the non-performance of the subscriber.	Until the lapse of claims according to Section 6:22(1) of the Hungarian Civil Code, arising from the subscription contract, but 5 years + 30 days following the assignment at the latest, or until any dispute is settled.

		<p>d) date and circumstances of termination or expiry of the contract</p> <p>e) number of subscriptions and type of services under a specific customer identification number, sales channel</p> <p>f) amount of penalty and default interest</p>		
45.	<p>Carrying out data transfer to or receipt from another electronic communications service provider and creating a common database for the purpose of preventing the circumvention of obligations to pay fees and other contractual obligations and refusing to sign a contract – the source of personal data is Vodafone</p>	<p>a) the subscriber's name, residential address, place of abode or registered office</p> <p>b) the subscriber's billing address, current bank account number</p> <p>c) the subscriber's name at birth, place and date of birth, mother's name at birth</p> <p>d) the data of the subscriber's representative according to points a)-c)</p> <p>e) the subscriber's company registration number or other registration number</p> <p>f) contact information</p> <p>g) notification of the reasons for transfer</p>	<p>Necessary for the purposes of the legitimate interests pursued by Vodafone based on Article 6(1) point (f) of the GDPR, taking into account Section 118(4) and Section 158 of the Eht.</p> <p>It is Vodafone's legitimate interest to prevent the circumvention of obligations to pay fees, and to refuse to sign a contract in certain cases specified by the law.</p>	<p>One year following the event triggering the inclusion in the common database or the date of lapse (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 at the latest, or until any dispute is settled).</p>
46.	<p>Preventing and handling fraud and misuse – the source of personal data is the subscriber or other data subject</p>	<p>listed in detail according to test procedures under Section 3.11</p>	<p>Legitimate interest pursued by Vodafone – Article 6(1) point (f) of the GDPR.</p> <p>It is Vodafone's legitimate interest to detect and prevent any planned or attempted fraud and misuse, and to detect, investigate and be capable of acting effectively against any committed fraud and misuse.</p>	<p>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 at the latest, or until any dispute is settled.</p>
47.	<p>Carrying out network repair works, preventing possible overloads and breakdowns, developing the network infrastructure and repairing and improving the IT infrastructure – the source of personal data is Vodafone</p>	<p>personal data specified in Sections 1 and 2 of this table, and personal data processed in relation to inquiries, notifications, error reports and complaints</p>	<p>Legitimate interest pursued by Vodafone – Article 6(1) point (f) of the GDPR.</p> <p>It is Vodafone's legitimate interest to operate a network and IT infrastructure enabling reliable and high-quality services, to prevent and repair network errors, and to continuously improve and optimise its network and IT infrastructure in order to provide its subscribers with new services of higher quality and improved call experience.</p>	<p>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 at the latest, or until any dispute is settled.</p>
48.	<p>Certifying a power of attorney as a witness – the source of personal data is the principal and the agent</p>	<p>name, address, type and number of official identity document (identity card, passport, driver's license, residence permit, etc.), signature of the witnesses</p>	<p>Legitimate interest pursued by Vodafone – Article 6(1) point (f) of the GDPR, taking into account Section 325(1) point (b) of the Act on the Code of Civil Procedure (Pp).</p> <p>It is Vodafone's legitimate interest to provide for its customers to attend to their businesses related to their subscriptions and to the scope permitted by the law by agent, and to have security as to the fact that the source of the power of attorney is the principal (data of witnesses).</p>	<p>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 at the latest, or until any dispute is settled.</p>

In addition to the above, Vodafone calls your attention to the following:

3.2. Data retention period

If the notice specifies the retention period as the limitation period of claims arising from the contract, any action interrupting the limitation period shall extend the retention period until the new date of occurrence of limitation. The 30-day period following the expiry of the deadline of processing shall apply to the anonymisation or erasure of the data.

3.3. Establishing, exercising or defending legal claims

The data indicated in the table above may be processed also in relation to establishing, exercising or defending legal claims, in the course of proceedings before courts and authorities or in the case of participation as a party in such proceedings, for compliance with a legal obligation (Article 6(1) point (c) of the GDPR) or for the purposes of the legitimate interests pursued by Vodafone or by a third party (Article 6(1) point (f) of the GDPR).

3.4. Call detail record

The bill annex provided by Vodafone under Section 142(1) of the Eht cannot contain any data that can be used for the clear identification of the called party. If the subscriber requests that a call detail record be provided to him or her under Section 142(2) of the Eht, then prior to complying with such request, Vodafone is obliged to advise the subscriber that together with the call detail record he or she may acquire the personal data of the natural person users other than the subscriber using the electronic communications service, and the subscriber shall only be entitled to know such personal data if the users have given their consent thereto. Vodafone is not obliged to examine the existence or content of the consent, and the subscriber shall bear exclusive liability for such consent.

Even if the subscriber requests so, Vodafone cannot indicate in the record the call numbers of organisations communicated by the NMHH as “unidentifiable call numbers”, where services are provided mostly to anonymous callers, from which sensitive data of the caller can be deduced, (e.g. calls to church, mental health or addiction helplines), numbers to report crimes (anonymous witness lines) or to notify emergency services.

3.5. Number porting

The receiving service provider shall be obliged to ensure the disclosure of the ported subscriber number in the subscriber registry and the directory assistance in accordance with the subscriber’s consent. Detailed rules as regards the provision of number porting are contained in a separate law (Szhr). For further information about number porting visit: www.vodafone.hu/szolgaltatasok/szamhordozas.

3.6. Retention of voice recordings and the provision thereof to the subscriber or other data subject

Vodafone sends the audio materials requested by the subscriber or other data subject using a secure and encrypted channel meeting the latest expectations of the state of the art and guaranteeing adequate level of data security in terms of the subscribers’ and other data subjects’ rights and freedoms.

The voice recordings can be downloaded from the www.justshare.vodafone.com website used by Vodafone for this purpose. In order to avoid that the recordings come into the possession of unauthorised persons, as a rule on guarantee, the prior identification and registration of the person entitled to download are necessary to access the requested voice recordings. In each case, the recordings are sent via this encrypted channel, protected by password and identification code. In the event of sending by electronic means, we will provide information on the details of downloading in Hungarian, sent from the soundfiles-noreply@vodafone.com email address, and the

password necessary for the download will be sent in SMS to the contact number belonging to the subscription. The format of the audio files containing the personal data can be played with audio software managing audio files of the most common extensions, thus further conversion is not necessary.

The right of the subscriber or other data subject to the provision of the voice recording shall not adversely affect the rights and freedoms of others, thus our employees acting for and on behalf Vodafone or other natural persons. For this aim, the subscriber or other data subject is not entitled to disclose the voice recording, and the making available thereof to third persons shall not adversely affect the rights and freedoms of others, and the subscriber or other data subject shall be liable therefor.

We hereby inform you that Vodafone makes voice recordings of all conversations with its telephone customer service, therefore, if you wish to avoid that a voice recording be made at the time of performing administration via phone, you can perform the administrative tasks in person in our shops or at our resellers, or you can contact us in writing using any of our contact details provided.

3.7. Phone book and list of names of subscribers

Vodafone provides free of charge to all subscribers to indicate in the list of names of subscribers his or her name, address (registered office) and call number, as well as the manner of use (phone/fax) of the terminal belonging to the subscriber's call number, if requested. Vodafone shall be obliged to prepare annually a list of names of subscribers in printed (phone book) or electronic form concerning its subscribers using fixed phone services.

In the absence of the subscriber's freely given and unambiguous consent, the list of names of subscribers may only contain as much data as is absolutely necessary for his or her identification. The subscriber shall be provided the right at his or her request, free of charge, to:

- a) be omitted from the printed or electronic list of names;
- b) have it indicated in the list of names of subscribers that his or her personal data shall not be used for the purposes of direct marketing, information, public opinion polling or market research;
- c) have his or her address indicated only in part in the list of names of subscribers.

Vodafone may use the data in the list of names of subscribers to provide information therefrom as a service. In the course of the provision of the service, more data than indicated in the list of names of subscribers shall not be disclosed, unless the data subject has consented to the provision of further data.

Vodafone ensures the security of the query from the list of names of subscribers as well as the prevention of misuse thereof with technical solutions, in particular in terms of unauthorised download of data or download of unjustified extent and direct access by the users of other EU Member States by way of calls or SMSs. Vodafone does not combine the data in the electronic list of names of subscribers with other data or registries, unless it is necessary for Vodafone for operative reasons.

Vodafone shall be obliged to prepare at least once a year the list of names of all its subscribers using its services who consented to his or her indication in this list of names. Vodafone shall be obliged to make available the list of names to anyone electronically, at least via the Internet. Vodafone continuously updates the list of names of subscribers available online, while the formats available on electronic media or in printed form at least annually.

3.8. My Vodafone Mobil, My Vodafone Otthoni account and My Vodafone Application

The My Vodafone Mobil account is an online available platform where Vodafone's individual, fleet and business small enterprise mobile subscribers can manage their subscriptions in accordance with the terms of use. If the terms of processing concerning the personal data processed by the My Vodafone Application owned by Vodafone

(hereinafter: "Application") differ from the terms of processing concerning the My Vodafone Mobil account, this fact will be indicated expressly; in the absence of such explicitly stated difference the terms applicable to the My Vodafone Mobil account shall govern the Application, as applicable.

A material condition of using the My Vodafone Mobil account is that the subscriber has access to the Internet. The other necessary hardware and software specifications can be found on the website of Vodafone. The homepage of the My Vodafone Mobil account can be viewed by anyone, however the user must be registered to use it. The My Vodafone Mobil account may be created via registration by the user or by Vodafone at the time of execution of the subscription contract at the Vodafone shop if the user requests the registration. By creating the My Vodafone Mobil account the user accepts the terms of use and acknowledges the privacy policy.

The My Vodafone Otthoni account is an online available platform where Vodafone's individual and business small enterprise subscribers can view and manage their fixed-line services. A condition of using the My Vodafone Otthoni account is that the customer has a subscription to a fixed service as well as access to the Internet.

3.8.1. Registration in the My Vodafone Mobil and Otthoni account and deletion of the accounts

The user can register at <https://www.vodafone.hu/kapcsolat/myvodafone>.

During registration, mandatory and optional data can be entered. If the user fails to record any of the mandatory data, Vodafone may reject the user's registration. Mandatory fields are marked by the system with *.

To register in the My Vodafone Mobil account the following data must be provided:

- the user's valid Vodafone phone number indicated in the subscription contract, in relation to which he or she requests the creation of the My Vodafone Mobil account
- the user's email address
- a password meeting the security criteria
- the security code belonging to the subscriber's subscription
- other personal data necessary for the identification of the user (full name, number of identity document, permanent address indicated in the subscription contract, subscriber's date of birth).

To register in the My Vodafone Otthoni account the following data must be provided:

- customer number
- full name
- the user's valid email address
- a password meeting the security criteria

Vodafone may reject the registration or withdraw it at any time if false, incomplete or invalid data are provided, or in the event of any misuse of the personal data of Vodafone or other subscribers or users, or the system, and upon the termination or transfer to another user of the subscription contract.

The registered user can manage his or her subscription after logging in to the My Vodafone Mobil and Otthoni account with his or her phone number or email address and password. Vodafone recommends the user to regularly change his or her password and not to disclose it to anyone, nor to store it at a place accessible to others. The user can order, modify or cancel certain services in the My Vodafone Mobil and Otthoni account. In order to use, order, modify or cancel certain services in the Vodafone Mobil account, the security code must be entered.

Vodafone deletes the user's My Vodafone Mobil and Otthoni account upon the user's request, and terminates the processing of the related personal data in the My Vodafone Mobil and Otthoni account. The accounts and the personal data processed therein will be deleted in the event of termination of contract as well.

3.8.2. Special conditions applicable to the My Vodafone Mobil account and the Application

In the My Vodafone Mobil account and by using the Application on smartphones with Android or iOS operating systems, the user can access the following functions:

- information about balance, data traffic,
- tariff supplemental order,
- reviewing individual offers,
- information related to billing,
- downloading bills in PDF format,
- paying bills,
- changing data processing settings.

The Application may be used exclusively by those individual mobile and business small enterprise mobile subscribers with whom Vodafone has concluded the end user contract and who have My Vodafone Mobil registration.

Considering the technological limitations, during the use of the Application the user has the same entitlement and undertakes the same responsibility as if he or she had attended his or her business via another customer relations channel available to him or her; any activity performed in the Application shall be deemed a conduct attributed to the user – in particular orders, modifications or cancellations initiated by him or her.

3.8.3. Special conditions applicable to the My Vodafone Otthoni account

The user can access the following functions in the My Vodafone Otthoni account:

- information about balance
- tariff package supplemental order
- reviewing services
- modification of services
- information related to billing
- downloading bills in PDF format
- paying bills
- changing data processing settings

3.8.4. Set of processed personal data, legal basis, purpose and duration of processing

The My Vodafone Mobil and Otthoni account and the Application process the users' personal data listed below for the purpose, on the legal basis and until the deadline specified here. The source of personal data is the user.

Purpose of processing	Processed personal data	Legal basis for processing	Duration of processing
Registration in the My Vodafone Mobil account and the Application, and identification necessary for the use	- phone number - email address - password - security code - for users qualifying as individual subscribers, if the	based on the consent of the user (registration in the My Vodafone Mobil account and downloading the Application) – Article 6(1) point (a) of the GDPR	Until the withdrawal of the consent upon the request to delete the My Vodafone Mobil account (the My Vodafone Mobil account and the

	security code is forgotten, the number of the identity document indicated in the subscription contract, the postal code of the permanent address, the user's date of birth (year, month, day)		personal data processed therein will not be deleted upon deleting the Application, only the Application and the personal data processed therein will be deleted), but no longer than the termination of the subscription contract.
Registration in the My Vodafone Otthoni account and identification necessary for the use	<ul style="list-style-type: none"> - customer number - email address - full name - password 	based on the consent of the user (registration in the My Vodafone Otthoni account) – Article 6(1) point (a) of the GDPR	Until the withdrawal of the consent upon the request to delete the My Vodafone Otthoni account, but no longer than the termination of the subscription contract.
Available in the information in the My Vodafone Mobil account and in the Application and necessary for the use of functions	<ul style="list-style-type: none"> - data traffic - tariff data, tariff supplemental order - data related to billing, account balance and the specific items of the bill, bills - privacy statements - name of the bank card saved in the Application 	based on the consent of the user (registration in the My Vodafone Mobil account and downloading the Application) – Article 6(1) point (a) of the GDPR	Upon the request to delete the Vodafone Mobil account (the My Vodafone Mobil account and the personal data processed therein will not be deleted upon deleting the Application, only the Application and the personal data processed therein will be deleted), but no longer than the termination of the subscription contract.
Available in the information in the My Vodafone Otthoni account and necessary for the use of functions	<ul style="list-style-type: none"> - services, tariff package supplemental order - data related to billing, account balance and the specific items of the bill, bills - privacy statements 	based on the consent of the user (registration in the My Vodafone Otthoni account) – Article 6(1) point (a) of the GDPR	Until the withdrawal of the consent upon the request to delete the My Vodafone Otthoni account, but no longer than the termination of the subscription contract.
Making the Application more personal	<ul style="list-style-type: none"> - profile picture - nickname 	based on the user's consent – Article 6(1) point (a) of the GDPR	Until the withdrawal of the consent, upon deleting the data or the Application
Marketing offers sent by the Application (push notification)	acceptance of sending notifications	based on the user's consent – Article 6(1) point (a) of the GDPR	Until the withdrawal of the consent in the Settings/Personalised offers and Settings/Data collection menu items or upon deleting the Application
Making call statistics	phone number list given by the user for the call number	based on the user's consent – Article 6(1) point (a) of the GDPR	Until the withdrawal of the consent, upon deleting the data or the Application
Network development and optimisation, improving customer experience during using the network and creating personalised offers	Data collected by the Network function of the Application: <ul style="list-style-type: none"> - data related to the user's mobile device (e.g. location) - data related to the used services (e.g. network 	based on the user's consent – Article 6(1) point (a) of the GDPR	Until the withdrawal of the consent but no longer than 14 months from their generation

	<p>coverage, Internet connection, quality of the voice call, voice traffic, data traffic)</p> <ul style="list-style-type: none"> - data related to the used applications - data related to the Wi-Fi networks 		
Development of the performance of the Application and support of future developments	<p>data collected by the Dynatrace data acquisition software:</p> <ul style="list-style-type: none"> - date and time of starting the Application - navigations, transactions performed in the Application (number and place of clicks) - time elapsed between the query initiated from the Application and the server's response time - time elapsed between the query initiated from the Application and the loading of the requested site - type of device used - type of network used and speed of Internet connection (Wi-Fi or mobile Internet) - location recorded based on IP address - native application or browser used by the user - version of the Application 	based on the user's consent – Article 6(1) point (a) of the GDPR	the data collected by Dynatrace will be stored for 2 weeks as data related to phone number and the date and time of activity, thereafter, they will be stored for no more than half a year in aggregated, anonymised form.
To learn the users' behaviour with the aim of improving the quality of services in the Application, and to create personalised offers and content to provide customised user experience	personal data collected and processed by Adobe Analytics, Adobe Target and Adobe Audience Manager in relation to using the Application	based on the user's consent – Article 6(1) point (a) of the GDPR	Until the withdrawal of the consent but no longer than 13 months, thereafter, the data will be stored in aggregated, anonymised form.
Using special offers	<p>Personal data processed in the course of the Vodafone JóDolgok Programme:</p> <ul style="list-style-type: none"> - the fact of registration in the programme connected to the phone number - the set of personal data specified in Sections 1-4 of the table in Section 3.1 (data related to the identification of the subscriber, the traffic and billing, the collection of the related fees and the monitoring of the subscription contracts as well as to the bill, bill annex and the call detail record) - location data other than traffic data (identifier, address or geo-coordinates of the base station) 	based on the user's consent – Article 6(1) point (a) of the GDPR	The personal data will no longer be processed if the subscriber quits the JóDolgok programme (withdraws his or her consent given at the time of registration), if his or her subscription contract concluded with Vodafone is terminated, or if the subscriber's outgoing traffic is limited.

After downloading the Application, a popup (push notification) indicates to the user that the Application intends to send notifications, which the user may allow or decline. If the user allowed the notifications sent by the Application, he or she may withdraw them in the Settings/Personalised offers and Settings/Data collection menu items.

3.8.5. Functions in the My Vodafone Application

3.8.5.1. The Network function

The purposes of use of the personal data collected with the Network function of the My Vodafone application are to develop and optimise Vodafone's network, improve customer experience, improve customer satisfaction and create personalised offers for subscribers. The processing of personal data is based on the subscriber's consent.

If the user has given his or her consent and depending thereon, the Network function of the Application may collect and transfer data in two possible ways: anonymously and linked to the user. If the user allows the collection and transfer of anonymous data, the collected data will not be linked to the user. In such a case the data will be used exclusively in anonymised and aggregated form, thus they will be analysed in an aggregated form, with the data collected and transferred by the devices of other users. If, in addition to giving consent to the collection and transfer of anonymous data, the user also consents to the linking of the collected and transferred data to him or her, the data will be processed separately from the data collected and transferred in relation to other users. In such a case the data will be linked to the specific user using the SIM card identifier, the phone number and the device identifier (IMEI).

The Application version operating on Android and iOS operating systems collects and transfers the following data.

COLLECTED DATA	WHAT DO WE COLLECT EXACTLY	ANDROID	iOS
1. NETWORK COVERAGE The Application prepares statistics about the success of the device in connecting to the voice network. By processing the data we are capable of diagnosing connection problems and improving the operation of our network.	to what proportion of time the mobile device is connected to the network	X	-
	identifier and position of the transmission towers to which the telephone is connected as well as how the telephone moves between these	X	-
	signal level	X	-
	in which areas the voice service is restricted or not available	X	-
	quality of coverage (2G, 3G, 4G, 5G)	X	-
2. INTERNET CONNECTION The Application prepares statistics about the success of the telephone in connecting to the mobile Internet network, the kind of mobile Internet network coverage it detects and the quality of the Wi-Fi connection. By analysing the data we are capable of diagnosing connection problems and improving the operation of the mobile Internet network.	test results where it is examined every hour if the telephone can connect to the Internet	X	X
	identifier and position of the transmission towers to which the telephone is connected as well as how the telephone moves between these	X	-
	signal level	X	-
	in which areas the mobile Internet service is restricted or not available	X	-
	quality of coverage (2G, 3G, 4G, 5G)	X	-

	the time it takes to establish the mobile Internet connection	X	-
	quality of Wi-Fi connection	X	-
	MAC address and load of Wi-Fi access points detected by the telephone	X	-
3. QUALITY OF VOICE CALL AND VOICE TRAFFIC The reasons for the success or failure of the calls can be established from the measurement data concerning the network and the coverage or the signal quality measured by the telephone during the calls. Through the data we can improve the call experience.	identifier and position of the transmission towers through which the incoming and outgoing calls are made as well as similar data of further transmission towers if the location changes during the call	X	-
	signal level	X	-
	duration of calls	X	-
	the way calls end (success or failure of initiating calls)	X	-
	quality of coverage (2G, 3G, 4G, 5G)	X	-
4. DATA TRAFFIC In order to be able to determine the entire data traffic generated by the various device types, we record the duration for which the user or the device uses the mobile Internet service and the data volume he or she or it uses in the course thereof. By analysing the data we are capable of improving – based on real data – the efficiency of the mobile Internet network as well as the telephones, and thus the experience of using the mobile Internet.	data traffic generated by the telephone per hour	X	X
	data traffic generated by the telephone in standby	X	X
	data traffic generated in the mobile network and at the Wi-Fi access points in comparison therewith	X	X
5. APPLICATIONS In order to map the trends in mobile Internet use and thereby to be able to provide adequate network capacity for applications generating high data traffic, we assess the data traffic of applications running on the telephone.	the applications installed on the telephone	X	-
	the applications starting daily on the telephone as well as the duration of their running	X	-
	the data volume specific applications send and receive as well as the speed thereof	X	-
6. INFORMATION RELATED TO THE TELEPHONE In order to assess the efficiency of the various device types used in our network, and to diagnose the problems concerning the	brand and model of the telephone	X	-
	operating system type of the telephone	X	-
	version number of firmware	X	-

telephones, as well as to assess the general condition of the telephone.	state of battery and battery charge	X	X
	memory usage	X	-
	time elapsed since the last restart	X	X
7. LOCATION When measuring the above quantities related to coverage and traffic, the approximate location of the telephone is determined from the data provided by the transmission towers, Wi-Fi access points and the GPS data of the device and the running applications. Through the location and speed data we are able to identify the areas with poor coverage and we can determine whether the poor efficiency is attributable to movement. The information is used to improve poor efficiency.	cell information, Wi-Fi access points, GPS data	X	X
8. SPEED MEASUREMENTS The reason for collecting speed measurement results is to check the quality of the mobile Internet and Wi-Fi connection relative to the specific location, to register connection problems by analysing such data, and to improve the operation of the mobile Internet network.	download speed	X	X
	upload speed	X	X
	response time	X	X

Both the collection and transfer of data as well as the linking thereof to the user can be switched off at any time in the Application. By switching off the former, the latter will be switched off as well. By switching off the latter, Vodafone terminates the processing of data linked to the specific user, and considers that the user does not wish to receive personalised offers. If the collection and transfer of data is switched on, the Application collects and transfers data even when logged out, and even if the user changes SIM cards in the device, or his or her subscription contract terminates for any reason. If the linking of the collected and transferred data to the user is switched on, the Application links the collected and transferred data to the user even if the user changes SIM cards in the device, or his or her subscription contract terminates for any reason.

If the user does not allow the linking of the data collected and transferred by the Application to the user, the Application anonymises all data before sending them to the Vodafone Group that analyses the anonymised personal data on behalf of Vodafone. The involved processors: Vodafone Group Services Limited, registered office: Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN, United Kingdom, company registration number: 3802001 and Vodafone Group Services GmbH, registered office: Ferdinand-Braun-Platz 1, Duesseldorf, 40549, Germany, company registration number: HRB 53554.

Under no circumstances shall the Application collect and monitor the caller and called numbers, the content of the user's voice- or data traffic-based communication or the name of Wi-Fi access points to which the telephone is connected.

3.8.5.2. Dynatrace function

With the processing of data collected by the Dynatrace data acquisition software our aim is to improve the performance of the Application and to support our future developments. See details under Section 3.8.3.

3.8.5.3. Adobe function

By processing the data managed by the Adobe Experience Cloud analytics and content personalisation software package our aim is to become familiar with the users' behaviour and thus improve the service provided by the Application and to provide personalised user experience. For this aim the following software is used within the application: Adobe Analytics, Adobe Audience Manager and Adobe Target.

For this aim the phone number and further data related to the phone number are collected:

COLLECTED DATA	WHAT DO WE COLLECT EXACTLY
<p>1. LIFE CYCLE DATA We prepare statistics using the basic data of the device and the Application</p>	<ul style="list-style-type: none"> - Date of installation and first start - Date of update - Date of use - Crash date of occurring errors - Session length - Identifier and version number of Application - Number of starts - Number of days elapsed since installation - Number of days elapsed since last use - Date of use (day, hour) - Operation system and its version number - Device name - Display resolution
<p>2. DATA REGARDING USE The Application collects the interactions performed by the user during its use for statistical and profiling purposes</p>	<ul style="list-style-type: none"> - Navigation in the Application - Level of navigation - User interactions - Change of settings - Error messages - Ordering and cancelling services

3.8.5.4. Vodafone JóDolgok Programme

Free registration for the possibility of using special offers based on registration (JóDolgok Programme) is available in the "My JóDolgok Settings" item of the "My Settings" menu item of the Application. After successful registration the current surprise offers will be available to the subscriber under the "My Surprises" menu item. The possibility of using special offers terminates if the subscription contract concluded with Vodafone is terminated, the subscriber's outgoing traffic is limited or the subscriber quits the programme, that may be performed in the Application as well.

The precondition of registration in the JóDolgok Programme is to accept the conditions of participation in the programme, as well as giving consent to direct marketing (general direct marketing) and to the processing of location data other than traffic data, as well as the settlement of overdue billing debts in the case of postpaid

subscribers. If the general direct marketing consent is not given, we cannot send special offers to the subscriber; if the consent to the collection of location data is not given, we cannot customise them to his or her personal needs (e.g. in the course of performing network development we may offer unlimited data at the developed area for customers having restricted upload and download bandwidth).

Upon quitting the programme or if the programme terminates, the subscriber shall make specific provisions about the withdrawal of the consent to direct marketing and to the collection of location data.

If the subscriber withdraws his or her general direct marketing consent or the consent to the collection of location data, the subscriber will no longer receive direct marketing offers neither within the frameworks of the Jódolgok Programme, nor about the products and services of Vodafone.

3.9. Direct marketing, market research and providing value-added services

If the subscribers or other data subjects gave their consent, Vodafone contacts the subscriber or other data subject by phone or other means of electronic communications (e.g. SMS, MMS, email), via automated calling systems and Internet-based customer service systems or by post and in person for the purposes of direct marketing, the provision and transmission of personalised offers (e.g. Jódolgok Programme) and value-added services or market research. The subscriber may withdraw his or her above consents to the processing of his or her personal data – after proper identification – by phone, in person, in writing (including emails), or using the online platforms at any time free of charge and without penalty.

Vodafone will not initiate contact for the purposes of direct marketing, information, public opinion polling 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.

If location data other than traffic data are needed to provide any value-added service, Vodafone shall be obliged to inform the subscriber and the user about the type of these data, the purpose and duration of technical manipulation of data and whether it is necessary to transfer the data to third parties. The location data other than traffic data related to the subscriber and the user – with the exception of data transfer to the common database – may be processed by Vodafone exclusively with the subscriber's or user's consent, and to the extent and for the duration necessary for the provision of a value-added service. The subscriber or the user may withdraw his or her consent at all times.

3.10. Acquisitions

During the processing related to planned or completed acquisitions – including the cases where the Service Provider purchases or sells another company – Vodafone may use the subscriber's personal data listed in Section 43 of the table under Section 3.1 in order to identify and plan the way to rapidly and effectively realise the possibilities arising from the acquisition to improve the service and increase sales. This 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 the Service Provider to identify those customers to whom its products and services may be sold.

3.11. Preventing and handling fraud and misuse

Purpose of processing	Set of personal data	Legal basis for processing	Duration of processing
Keeping records of crimes committed against	name, call number, customer identification	Legitimate interest pursued by Vodafone –	Until the lapse of claims according to Section

Vodafone and of criminal proceedings, pursuing claims	number, IMEI number of the person committing a crime against Vodafone, damages, salesperson's code, place of sales, competent authority result of procedure	Article 6(1) point (f) of the GDPR.	143(2) of the Eht, arising from the subscription contract, 1 year + 30 days following the termination of the contract at the latest, or until any dispute is settled.
Monitoring premium-rate call and SMS traffic to detect fraud	call number, IMSI number	Legitimate interest pursued by Vodafone – Article 6(1) point (f) 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 at the latest, or until any dispute is settled.
Detecting and preventing IRSF fraud (from traffic generated by own subscribers on the own network, by foreign subscribers on the own network, by own subscribers on a foreign network and from traffic going through)	call number, IMSI number, IMEI number, foreign subscriber's call number on the own network, his or her IMSI number, IMEI number, cell ID number, foreign call number, called foreign call number, visited network	Legitimate interest pursued by Vodafone – Article 6(1) point (f) 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 at the latest, or until any dispute is settled.
Detecting Wangiri calls (from traffic ending with Vodafone subscribers, with foreign subscribers on Vodafone's network or received from traffic going through or from international directions)	call number, IMSI number, foreign call number	Legitimate interest pursued by Vodafone – Article 6(1) point (f) 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 at the latest, or until any dispute is settled.
Monitoring international and intensive SMS traffic outside the network to detect fraud	call number, IMSI number, IMEI number	Legitimate interest pursued by Vodafone – Article 6(1) point (f) 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 at the latest, or until any dispute is settled.
Detecting fraud concerning the device	call number, IMSI number, IMEI number	Legitimate interest pursued by Vodafone –	Until the lapse of claims according to Section 143(2) of the Eht, arising

		Article 6(1) point (f) of the GDPR.	from the subscription contract, 1 year + 30 days following the termination of the contract at the latest, or until any dispute is settled.
Detecting extreme data traffic initiated from abroad	call number, IMSI number, used network	Legitimate interest pursued by Vodafone – Article 6(1) point (f) 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 at the latest, or until any dispute is settled.
Examining fraud related to prepaid top-ups	call number	Legitimate interest pursued by Vodafone – Article 6(1) point (f) 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 at the latest, or until any dispute is settled.
Putting devices on a blacklist (at the request of the customer or if the customer fails to perform the contractual terms)	subscriber's name and address, call number, customer identification number, IMEI number; if the blocking was performed at the request of the subscriber: SIM card number, date of purchase of the device and the date at which it was stolen/lost, verification of ownership if the device had not been purchased from Vodafone (attaching the subscription contract, bill, etc.); if the blocking was performed due to non-performance: date of blocking, extent of partial performance	Legitimate interest pursued by Vodafone – Article 6(1) point (f) of the GDPR.	continuous

4. Data transfer: the recipients or categories of recipients of the personal data, and the transfer of personal data to third countries

4.1. Performance of legal obligations or legal authorisation

Vodafone shall or is entitled to disclose personal data to the recipients specified below in the following cases – specified by the law – in particular:

Recipient of data transfer	Set and categories of transferred personal data	Purpose of data transfer	Legal basis for data transfer
emergency services and emergency service stations	data relating to the caller's identification and location	safeguarding vital interests, providing assistance	For compliance with a legal obligation to which Vodafone is subject based on Article 6(1) point (c) of the GDPR, taking into account Section 145(1) and (2) of the Eht.
other electronic communications service provider or common database	subscriber identification data and notification of the reasons for transfer	preventing the circumvention of obligations to pay fees and other contractual obligations and refusing to sign a contract	Necessary for the purposes of the legitimate interests pursued by Vodafone based on Article 6(1) point (f) of the GDPR, taking into account Section 118(4) and Section 158 of the Eht. It is Vodafone's legitimate interest to prevent the circumvention of obligations to pay fees, and to refuse to sign a contract in certain cases specified by the law.
natural or legal persons or other bodies who perform, on behalf of Vodafone, billing, claims management, traffic management and the information of customers	set of personal data specified in Sections 2 and 3 in the table under Section 3.1 (data processed for the purposes of billing and collection of the related fees and monitoring of the subscription contracts)	billing, claims management, traffic management, information of customers	Necessary for the purposes of the legitimate interests pursued by Vodafone based on Article 6(1) point (f) of the GDPR, taking into account Section 157(9) of the Eht.
claims management companies to which Vodafone sells claims on	the set of personal data specified in Section 44 of	assigning overdue claims in relation to the electronic	Necessary for the purposes of the legitimate interests pursued by

the basis of framework agreements on assignment	the table under Section 3.1	communications services contract	Vodafone based on Article 6(1) point (f) of the GDPR.
payment service providers, electronic payment service providers, organisations authorised to provide gambling services	subscriber identification data, call number	preventing, detecting and handling fraud and misuse	Necessary for the purposes of the legitimate interests pursued by Vodafone or by a third party, according to Article 6(1) point (f) of the GDPR.
in the case of number porting the Central Reference Database (KRA), the receiving service provider	ported number, in the case of natural person service provider user: his or her name, address, phone number, email address	providing number porting	For compliance with a legal obligation to which Vodafone is subject based on Article 6(1) point (c) of the GDPR, taking into account Section 150 of the Eht, and the Szhr.
any national directory assistance service provider, universal service provider	depending on the subscriber's consent, the subscriber's name, part of his or her address disclosed to the Service Provider for disclosure and his or her phone number	providing national domestic directory assistance service and making available the list of names of subscribers	For compliance with a legal obligation to which Vodafone is subject based on Article 6(1) point (c) of the GDPR, taking into account Section 146(2) and Section 162(4) of the Eht.
publicly available directory assistance services	information in the directory assistance	providing publicly available directory assistance services and phone books	For compliance with a legal obligation to which Vodafone is subject based on Article 6(1) point (c) of the GDPR, taking into account Section 146(1) of the Eht.

4.1.1. Secret data collection

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 the exercise of its powers stipulated in Section 11(3) of the Eht – may monitor, tap or store the communications, or intervene otherwise in the message or communication for the purpose of their monitoring. With the exception of the data provision and data inspection set forth in Section 42 of Act CXXV of 1995 on National Security Services, Vodafone is obliged to inform the concerned national security service of the data provision requests and data requests in relation to the protected phone numbers of the service qualifying as classified information.

4.1.2. Common database

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 refusing to sign a contract, to transfer to or receive from another electronic communications service provider, the subscriber identification data from the set of data that may be

processed legitimately and the notification of the reasons for transfer, and to create a common database. The subscriber's data may be transferred or included in the common database if

- a) he or she has outstanding debts for more than 3 months towards any universal service provider, or
- b) his or her previous subscription contract was terminated within 6 months before the making of the offer due to reasons laid down in the law, or
- 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 initiated legal or official proceedings 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).

Vodafone is obliged to inform the subscriber immediately about the fact of data transfer. The data may be used exclusively for the purposes of preventing the circumvention of obligations to pay fees and other contractual obligations, and for the generation of the common database, and, if the conditions set out in Section 118(4) of the Eht are met, to refuse to sign a contract, and they may be processed from their generation until the lapse of claims arising from the subscription contract in relation to the data.

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.

Data may be requested from the database by an 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 concerning him or her.

4.2. Data transfer to processors in contact with Vodafone

If Vodafone engages a third person in processing certain elements of personal data, it shall only contract with such processors in accordance with the contents of Article 28 of the GDPR, who provide the same safeguards for processing in compliance with the data protection laws as our company, especially as regards competency, reliability and resources, and for the provision and implementation of appropriate technical and organisational measures to ensure the protection of the rights of data subjects.

Data transfer for processors shall apply only to the personal data absolutely necessary for the purposes of processing.

Subsidiaries of the Vodafone Group, our agents and subcontractors may participate as processors in the provision of Vodafone Magyarország Zrt.'s services, such as in the provision of specific processing activities, in particular, the performance of technical operations.

The persons of processors may change upon the business decision of Vodafone. Service Provider shall inform the subscriber about any such changes. The list of current processor companies in contact with Vodafone is available at https://www.vodafone.hu/documents/20143/330642/adatfeldolgozo_adatkezelo_cegek_listaja.pdf and at Vodafone's Central Customer Service.

In the case of transfer to third countries, the contractual safeguards, based on Article 46(2) point (c) of the GDPR, applied by Vodafone 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 safeguards via any contact channel listed in this notice.

5. Rights of subscribers and other data subjects

In relation to the processing performed by the Service Provider, the subscribers and other data subjects have right to the following:

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

Vodafone shall facilitate the exercise of the subscribers' and other data subjects' rights in relation to the processing of their personal data and shall not refuse to act in relation to their requests therefor, unless it demonstrates that it is not in a position to identify the data subject.

In order to meet the data security requirements and to provide the rights of subscribers and other data subjects to the protection of their personal data, Vodafone considers it necessary to verify the identity of the natural person making the request; accordingly, it identifies the subscriber or other data subject before acting on their request. Where Vodafone has reasonable doubts concerning the identity of the natural person making the request, it may request the provision of additional information necessary to confirm the identity of the subscriber or other data subject.

Vodafone shall provide information to the subscriber or other data subject on the actions taken on their request without undue delay and in any event within one month of receipt of the request. That period may be extended by two further months where necessary, taking into account the complexity and number of the requests. In this case, Vodafone shall inform the subscriber or other data subject within one month of receipt of the request, together with the reasons for the delay.

If Vodafone does not take action on the request of the subscriber or other data subject, it shall inform the subscriber or other data subject without delay and at the latest within one month of receipt of the request of the reasons for not taking action and on the possibility of lodging a complaint with a supervisory authority and seeking a judicial remedy.

Vodafone provides any communication and actions free of charge to the subscriber or other data subject, however, where requests are manifestly unfounded (e.g. it concerns not his or her own personal data) or excessive, in particular because of their repetitive character, Vodafone may either charge a reasonable fee taking into account the administrative costs of providing the information or communication or taking the action requested; or refuse to act on the request. Vodafone shall bear the burden of demonstrating the manifestly unfounded or excessive character of the request.

The communication or requested information shall be provided by Vodafone in writing, or by other means, including, where appropriate, by electronic means. Where the subscriber or other data subject has made the request by electronic form means, the information shall be provided by electronic means where possible, unless otherwise requested by the subscriber or other data subject. When requested by the subscriber or other data subject, the information may be provided orally, provided that the identity of the data subject is proven by other means.

If the purposes based on which Vodafone processes personal data do not or do no longer require the identification of the subscriber or other data subject by Vodafone, Vodafone shall not be obliged to maintain, acquire or process additional information in order to identify the data subject for the sole purpose of complying with the General Data

Protection Regulation. Where Vodafone is able to demonstrate that it is not in a position to identify the subscriber or other data subject, it shall inform him or her accordingly, if possible. In such cases, the above rights of data subjects shall not be exercised except where the subscriber or other data subject, for the purpose of exercising his or her rights above, provides additional information enabling his or her identification.

5.1. Communication – Information to be provided

Vodafone fulfils the obligation to provide information as set forth in Article 13 and 14 of the GDPR with this notice. Where personal data relating to a data subject are collected from the data subject, Vodafone shall, at the time when personal data are obtained, provide the subscriber or other data subject with the following information. Where personal data have not been obtained from the data subject, and

- a) the personal data are to be used for communication with the subscriber or other data subject, at the latest at the time of the first communication,
 - b) a disclosure to another recipient is envisaged, at the latest when the personal data are first disclosed,
- but at the latest within one month after obtaining the personal data in any case, we will provide the subscriber or other data subject with the following information.

Content of communication if the data were obtained from the data subject	Content of communication if the data were not obtained from the data subject
The identity and the contact details of the controller and its representative	The identity and the contact details of the controller and its representative
The contact details of the data protection officer	The contact details of the data protection officer
The purposes of the processing for which the personal data are intended as well as the legal basis for the processing	The purposes of the processing for which the personal data are intended as well as the legal basis for the processing
–	The categories of personal data
–	From which source the personal data originate, and if applicable, whether it came from publicly accessible sources
The recipients or categories of recipients of the personal data	The recipients or categories of recipients of the personal data
If Vodafone intends to transfer personal data to a third country or international organisation, the existence or absence of an adequacy decision by the European Commission, and the existence of safeguards for data transfer	If Vodafone intends to transfer personal data to a third country or international organisation, the existence or absence of an adequacy decision by the European Commission, and the existence of safeguards for data transfer
The period for which the personal data will be stored, or if that is not possible, the criteria used to determine that period	The period for which the personal data will be stored, or if that is not possible, the criteria used to determine that period
The rights of the subscriber or other data subject in relation to their data and the details thereof	The rights of the subscriber or other data subject in relation to their data and the details thereof
The right to lodge a complaint with Vodafone and a supervisory authority and the possibility of asserting rights before a court	The right to lodge a complaint with Vodafone and a supervisory authority and the possibility of asserting rights before a court
The fact that the provision of personal data is a statutory or contractual requirement, or a requirement necessary to enter into a contract, as well as whether the subscriber or other data subject is obliged to provide the personal data and of the possible consequences of failure to provide such data	–

Where the processing is based on legitimate interests, the legitimate interests pursued by Vodafone or by a third party	Where the processing is based on legitimate interests, the legitimate interests pursued by Vodafone or by a third party
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	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
The existence of automated decision-making (including profiling), and information about the logic involved as well as the significance and the envisaged consequences of such processing for the subscriber or other data subject	The existence of automated decision-making (including profiling), and information about the logic involved as well as the significance and the envisaged consequences of such processing for the subscriber or other data subject

Pursuant to Section 154(7) of the Eht, Vodafone shall be obliged to ensure for the user that he or she may learn at any time before and during the use of the electronic communications services, which personal data the Service Provider processes and for what purposes.

5.2. Right of access by the data subject

The subscriber or other data subject shall have the right to obtain from Vodafone confirmation as to whether or not personal data concerning him or her is being processed, and, where that is the case, access to the personal data concerning him or her and the following information:

- a) the purposes of the processing;
- b) the categories of personal data concerned;
- c) the recipients or categories of recipients to whom the personal data have been or will be disclosed by Vodafone, in particular recipients in third countries or international organisations. Where personal data are transferred to a third country or to an international organisation, the subscriber or other data subject shall have the right to be informed of the appropriate safeguards relating to the transfer;
- d) where possible, the envisaged period for which the personal data will be stored, and the criteria used to determine that period;
- e) the existence of the right of the subscriber or other data subject to request from the controller rectification or erasure of personal data or restriction of processing of personal data concerning him or her or to object to such processing;
- f) the right to lodge a complaint with a supervisory authority and the right to a judicial remedy;
- g) where the personal data are not collected from the data subject, any available information as to their source;
- h) the existence of automated decision-making (including profiling), and meaningful information about the logic involved, as well as the significance and the envisaged consequences of such processing for the subscriber or other data subject.

Vodafone shall provide a copy of the personal data undergoing processing for the subscriber or other data subject. For any further copies, Vodafone may charge a reasonable fee based on administrative costs. Where the subscriber or other data subject makes the request by electronic means, and unless otherwise requested by the subscriber or other data subject, the information will be provided in a commonly used electronic form. Your right to obtain a copy shall not adversely affect the rights and freedoms of others.

5.3. Right to rectification

The subscriber or other data subject shall have the right to obtain from Vodafone without undue delay the rectification of inaccurate personal data concerning him or her. Taking into account the purposes of the processing, the subscriber or other data subject shall have the right to have incomplete personal data completed.

The subscriber shall notify the Service Provider without delay of any changes in its data specified in the subscription contract. The Service Provider shall not be liable for the damage arising from the subscriber's failure to immediately notify the service provider of such changes; and may claim indemnification from the subscriber for the damage occurred with regard to the subscriber's breach of contract.

5.4. Right to erasure ("right to be forgotten")

The subscriber or other data subject shall have the right to obtain from Vodafone the erasure of personal data concerning him or her without undue delay and Vodafone shall have the obligation to erase personal data concerning the subscriber or other data subject 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 or otherwise processed;
- b) the subscriber or other data subject withdraws consent on which the processing is based, and where there is no other legal ground for the processing;
- c) the subscriber or other data subject objects to the processing necessary for the purposes of the legitimate interests pursued by Vodafone or by a third party and there are no overriding legitimate grounds for the processing;
- d) if the subscriber or other data subject objects to the processing of his or her personal data for direct marketing purposes;
- e) the personal data have been unlawfully processed;
- f) 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;
- g) the personal data have been collected in relation to the offer of information society services referred to in Article 8(1) of the GDPR (conditions applicable to a child's consent). That right is relevant in particular where the data subject has given his or her consent as a child and is not fully aware of the risks involved by the processing, and later wants to remove such personal data, especially on the Internet.

The right to be forgotten and/or Vodafone's obligation to erase the data shall not apply to the extent that processing is necessary:

- a) for exercising the right of freedom of expression and information;
- b) for compliance with a legal obligation which requires processing by Union or Member State law to which Vodafone is subject;
- c) for reasons of public interest in the area of public health in accordance with points (h) and (i) of Article 9(2) as well as Article 9(3) of the GDPR;
- d) for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes in so far as the right to be forgotten is likely to render impossible or seriously impair the achievement of the objectives of that processing; or
- e) for the establishment, exercise or defence of legal claims.

5.5. Right to restriction of processing

The subscriber or other data subject shall have the right to obtain from the controller restriction of processing (temporary suspension of processing operations for a specified length of time), where one of the following applies:

- a) the accuracy of the personal data is contested by the subscriber or other data subject, for a period enabling the Service Provider to verify the accuracy of the personal data;
- b) the processing is unlawful and the subscriber or other data subject opposes the erasure of the personal data and requests 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 the subscriber or other data subject for the establishment, exercise or defence of legal claims;
- d) the subscriber or other data subject has objected to processing necessary for the purposes of the legitimate interests pursued by Vodafone or by a third party, pending the verification whether the legitimate grounds of Vodafone or the third party override those of the subscriber or other data subject.

Where processing has been restricted, such personal data shall, with the exception of storage, only be processed with the subscriber's or other data subject's consent or for the establishment, exercise or defence of legal claims or for the protection of the rights of another natural or legal person or for reasons of important public interest of the Union or of a Member State.

The controller shall communicate any rectification or erasure of personal data or restriction of processing to each recipient to whom the personal data have been disclosed, unless this proves impossible or involves disproportionate effort. The controller shall inform the subscriber or other data subject about those recipients if the subscriber or other data subject requests it.

The data subject who has obtained restriction of processing shall be informed by Vodafone before the restriction of processing is lifted.

5.6. Right to data portability

The subscriber or other data subject shall have the right to receive the personal data concerning him or her, which he or she has provided to Vodafone, in a structured, commonly used and machine-readable format and have the right to transmit those data to another controller, where:

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

Vodafone considers it important to emphasise that he or she is entitled to exercise this right only in relation to the information provided by the subscriber or other data subject himself/herself to Vodafone, i.e. he or she is not entitled to exercise this right concerning information from other sources or information derived by Vodafone.

The subscriber or other data subject shall have the right to have the personal data transmitted directly from one controller to another, where technically feasible. The right to data portability shall not adversely affect the rights and freedoms of others.

5.7. Right to object

The subscriber or other data subject shall have the right to object, on grounds relating to his or her particular situation, at any time to processing of personal data concerning him or her which is based on the legitimate interest of Vodafone or a third party, including profiling based on those provisions (Article 6(1) point (f) of the General Data Protection Regulation). Vodafone shall no longer process the personal data unless it demonstrates compelling legitimate grounds for the processing which override the interests, rights and freedoms of the subscriber or other data subject or for the establishment, exercise or defence of legal claims. In such a case Vodafone will not automatically terminate the processing of the subscribers' or other data subjects' personal data based on legitimate interest; this will occur only if Vodafone is not able to demonstrate that compelling legitimate grounds exist for the processing which override the interests, rights and freedoms of the subscriber or other data subject.

Where personal data are processed for direct marketing purposes, the subscriber or other data subject shall have the right to object at any time to processing of personal data concerning him or her for such marketing, which includes profiling to the extent that it is related to such direct marketing. Where the subscriber or other data subject objects to processing for direct marketing purposes, the personal data shall no longer be processed for such purposes.

5.8. Automated individual decision-making, including profiling

The subscriber or other data subject shall have the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning him or her or similarly significantly affects him or her, unless the decision

- a) is necessary for the entering into or performance of, a contract between the subscriber or other data subject and the controller,
- b) is authorised by Union or Member State law to which Vodafone is subject,
- c) is based on the subscriber's or other data subject's explicit consent.

Vodafone shall implement suitable measures to safeguard the subscriber's or other data subject's rights and freedoms and legitimate interests, including the right to obtain human intervention on the part of Vodafone, to express his or her point of view and to contest the decision.

5.9. Exercising the data subject's rights in the event of the subscriber's death

Within five years of the subscriber's or other data subject's death, a person authorised by the data subject to perform administrative tasks or via a statement made at the controller and recorded in a notarised deed or private document providing full evidence shall be entitled to exercise the rights the deceased had in his or her life, specified in Article(15)-(18) and (21) of the GDPR.

If the subscriber or other data subject has not made a declaration with legal effect according to the above, even in the absence thereof, his or her close relative according to the Civil Code of Hungary shall be entitled to exercise the rights the deceased had in his or her life – specified in Article 16 and 21 of the General Data Protection Regulation, and, if processing was unlawful already during the life of the data subject or the purpose of processing ceased to exist with the death of the data subject, the rights specified in Article 17 and 18 of the General Data Protection Regulation – within five years of the data subject's death. The close relative first exercising such entitlement shall be entitled to enforce the rights of the data subject as specified in this section. During the enforcement of such rights, in particular during proceedings against the controller and before NAIH or courts, the person enforcing the rights of the data subject according to the above shall have the same rights and obligations as the data subject.

The person enforcing the data subject's rights shall evidence the fact and date of the data subject's death with a death certificate or a court decision, and he or she shall prove his or her identity and close relative status with a notarised deed.

Upon request, Vodafone shall inform the data subject's close relative according to the Civil Code of Hungary about the measures taken based on the above, unless the data subject has objected thereto in the above statement made to the Service Provider.

5.10. Right to remedy

The subscriber or other data subject may exercise the above rights of data subjects at any time, may withdraw his or her consent granted in the privacy statements, or request the modification thereof, and may address his or her complaints or questions related to the processing of his or her personal data to:

- **Tamás Dezső Földi**, Vodafone's data protection officer by sending an email to DPO-HU@vodafone.com. Vodafone's data protection officer monitors compliance with the GDPR, with other Union or Member State data protection provisions and with the internal policies of Vodafone in relation to the protection of personal data.
- Vodafone's Central Customer Service:
 - address of premises open to customers: H-1062 Budapest, Váci út 1-3. (Westend City Center)
 - phone number: by calling 1270 or +36 1 288 1270; and business customers with an individual contract can call 1788 or +36 1 288 1788
 - mailing address: H-1476 Budapest, Pf. 350.
 - email address: ugyfelszolgalat.hu@vodafone.com
- any shop of Vodafone's brand representations and reseller network, in person.

If you wish to answer our email electronically, please do so by sending an email to the ugyfelszolgalat.hu@vodafone.com email address.

In addition to Vodafone's data protection officer and Central Customer Service, the subscriber or other data subject may address his or her complaints or questions related to the processing of his or her personal data:

- to the Hungarian National Authority for Data Protection and Freedom of Information (NAIH, address: H-1125 Budapest, Szilágyi Erzsébet fasor 22/C., mailing address: H-1530 Budapest, Pf.: 5.), email: ugyfelszolgalat@naih.hu, website: www.naih.hu)
- Upon infringement of his or her rights by Vodafone related to the processing and protection of his or her personal data, the subscriber or other data subject may turn to the court with jurisdiction and competence. The court shall give the particular case priority.

The subscriber or other data subject may bring an action before the competent tribunal (Budapest Metropolitan Court) according to his or her residential address, place of abode or Vodafone's registered office. He or she may find the competent tribunal according to his or her residential address or place of abode at the <https://birosag.hu/birosag-kereso> website. Vodafone shall reimburse any damage inflicted on others and caused by the unlawful processing of the subscriber's or other data subject's data or by breaching the data security requirements. Vodafone shall be exempted from the liability if it proves that the damage was caused as a result of force majeure external to the processing. No compensation shall be paid to the extent that the damage has resulted from the wilful or grossly negligent conduct of the aggrieved party.

6. Data security requirements

6.1. Security of 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 by Vodafone 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 communication) and to ensure the security of the service and 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.

Data may be stored or the stored data may be accessed on the subscriber's or user's electronic communications terminal only based on the consent of the concerned user or subscriber following their clear and full information covering the purpose of processing as well.

Pursuant to 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 the 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 provision and data inspection set forth in Section 42 of Act CXXXV of 1995 on National Security Services, the Service Provider is obliged to inform the concerned national security service of the data provision requests and data requests in relation to the protected phone numbers of the service qualifying as classified information.

Vodafone and the processor it engages 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.

The subscriber shall make reasonable efforts to protect his or her personal data, in particular the security code necessary for using the services provided by Vodafone, and the login ID and password(s); he or she shall memorise

them and not disclose them to anyone. The subscriber shall be liable for all events and activities carried out using his or her security code, login ID and password.

If the security code or password has become or may become known to unauthorised third persons, these shall be changed without delay. Vodafone enables the change of the security code on the service navigator platforms free of charge, in other cases (via telephone customer service or personal appearance) the password change is subject to a fee.

The Service Provider undertakes that only those employees and agents have access to its specific IT systems processing personal data, whose designated tasks include the processing of personal data, moreover, they have appropriate access rights. The extent of access is adapted to the set of personal data absolutely necessary for the performance of the specific task.

6.2. Handling personal data breaches

Breach of the subscribers' personal data shall mean the accidental or unlawful 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 their destruction, loss, modification, unauthorised disclosure, public disclosure or unauthorised access thereto.

Vodafone regularly audits, tests and checks its systems and data processing procedures both in terms of data security and quality assurance, and documents any personal data breaches, comprising the facts relating to the personal data breach, its effects and the remedial action taken.

6.2.1. Breaches of subscriber's personal data

When noticing a breach of the subscriber's personal data:

- a) Vodafone shall immediately report it to the National Media and Infocommunications Authority (hereinafter: NMHH);
- b) Vodafone shall maintain an inventory of personal data breaches, comprising the material circumstances and effects of such events and the corrective measures taken by Vodafone. The inventory shall only include the information necessary for this purpose;
- c) if the personal data breach is anticipated to adversely affect the personal data or privacy of the subscriber or any other individual, Vodafone is obliged to notify the subscriber or the individual thereof without undue delay.

Notification of the concerned subscriber or individual about the misuse of their personal data shall not be required if Vodafone can demonstrate with satisfactory evidence to the Authority that it implemented appropriate technological protection measures or that those measures were applied to the data concerned by the security breach. Such technological protection measures shall render the data unintelligible to any person who is not authorised to access it.

6.2.1.1. Notification of NMHH of the breach of the subscriber's personal data

Vodafone shall report the breach of the subscriber's personal data to NMHH electronically following the detection thereof without delay but within 24 hours at the latest (via the data gateway using the notification platform intended for this purpose). The breach of personal data is detected if Vodafone has acquired sufficient knowledge about the occurrence of the security incident resulting in the personal data breach to make a report to the NMHH.

Where not all necessary information is available to Vodafone, and the detection of the personal data breach requires further investigation, Vodafone shall make an initial notification to NMHH following the detection of the personal data breach without delay but within 24 hours at the latest, then, as a result of further investigation, it shall make its second notification to NMHH without delay but within 72 hours of the initial notification at the latest. The second notification shall include all necessary information required by the law in relation to the notification, and, where necessary, the already provided information shall be updated.

Where Vodafone, despite its investigations, is unable to provide all necessary information within the 72-hour period from the initial notification, it shall notify as much information as it disposes within that timeframe to NMHH, and it shall attach a reasoned justification to the notification as to why it is not able to submit the missing information within the 72-hour period from the initial notification. In such a case, Vodafone shall submit to NMHH without delay the previously not submitted information, and, where necessary, update the already provided information. Moreover, Vodafone shall be obliged to inform NMHH electronically, on a monthly basis, about the follow-up on the reported personal data breach until the final closure of the incident or the ultimate elimination of the root causes of the personal data breach.

6.2.1.2. Notification of the subscriber data subject or other natural persons of the personal data breach

Vodafone shall notify the subscriber or other data subject following the detection of the personal data breach without undue delay but within 24 hours at the latest by means of communication that ensures prompt receipt of information and is appropriately secured according to the state of the art (e.g. email, phone, SMS or notification published on Vodafone's website). Notification via the website is not necessary if the personal data breach concerns less than 0.01% of Vodafone's subscribers.

The notification to the subscriber or other data subjects shall at least describe the nature of the personal data breach and the contact points where more information can be obtained, and shall recommend measures to mitigate the possible adverse effects of the personal data breach. The notification about the personal data breach shall be expressed using clear and plain language. The notification shall be dedicated to the personal data breach and not associated with information about another topic, it shall not be used as an opportunity to promote or advertise new or additional services.

Where Vodafone is unable to identify within the given timeframe all users or other individuals who are likely to be adversely affected by the personal data breach, Vodafone may notify those individuals through a notice in national newspapers within that timeframe. Regardless of making such notification, Vodafone shall continue to make all reasonable efforts to identify the concerned users and other individuals and to notify them of the information as specified by the law as soon as possible.

6.2.1.3. Inventory of personal data breaches

Vodafone shall maintain an inventory of personal data breaches, comprising the material circumstances and effects of such events and the corrective measures taken by Vodafone, in particular

- date and time of incident, where necessary an estimate can be made, and of detection of incident
- summary of the incident, including the manner and circumstances of the personal data breach, as well as the physical location of the breach and the storage media involved
- number of subscribers, users or other individuals concerned
- nature and content of the personal data concerned
- description of potential consequences and potential adverse effects on subscribers, users or other individuals

- technical and organisational measures taken or intended to be taken by the service provider to mitigate the potential adverse effects of the personal data breach
- information about the date, time and manner of notification to the Authority and the subscribers or other individuals.

6.2.2. Personal data breaches concerning non-subscriber personal data

In such cases where the personal data breach concerns non-subscriber personal data, i.e. it does not qualify as a personal data breach according to Section 156(2) of the Eht, Vodafone shall – with regard to the contents of Article 95 of the GDPR – implement the following measures in relation to the personal data breach:

- a) reports the personal data breach to the National Authority of Data Protection and Freedom of Information;
- b) compiles an inventory about personal data breaches;
- c) where the personal data breach is likely to result in a high risk to the rights and freedoms of the subscriber or other data subject, the Service Provider should communicate to the subscriber or other data subject the personal data breach, without undue delay.

In the case of a personal data breach, Vodafone shall without undue delay and, where feasible, not later than 72 hours after having become aware of it, notify 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. Where the notification to the supervisory authority is not made within 72 hours, it shall be accompanied by reasons for the delay. Where, and in so far as, it is not possible to provide the information required by the law at the same time, the information may be provided in phases without undue further delay.

The Service Provider shall document any personal data breaches, comprising the facts relating to the personal data breach, its effects and the remedial action taken.

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 data subject without undue delay. The communication to the data subject shall describe in clear and plain language the nature of the personal data breach and contain the information required by the law (name and contact details of the data protection officer or other contact point where more information can be obtained, the likely consequences of the personal data breach, the measures taken or proposed to be taken by Vodafone to address the personal data breach). In determining the high risk, account must be taken inter alia of the nature of the incident, the nature, amount and sensitivity of the personal data, the number of data subjects, the difficulties of identifying the data subjects and the severity of the consequences regarding the data subjects.

The communication to the data subject shall not be required if any of the following conditions are met:

- a) Vodafone 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) Vodafone has taken subsequent measures which ensure that the high risk to the rights and freedoms of data subjects is no longer likely to materialise;
- c) it would involve disproportionate effort. In such a case, there shall instead be a public communication or similar measure whereby the data subjects are informed in an equally effective manner.

6.3. Level of security adequate to the risks arising in connection with the coherence of the network and the provision of the service

The technical and organisational measures – taking into account the best practices and costs of the measures to be taken – shall ensure a level of security adequate to the risks arising at the Service Provider in connection with the coherence of the network and the provision of the service.

Vodafone shall inform the subscriber about known risks that remain in spite of the technical and organisational measures taken by Vodafone, that pose a risk to the coherence of the network and the security of the service, and about the protection measures that may be taken by the subscriber. Should a formerly unknown, new security risk emerge due to an incident affecting or jeopardising the coherence of the network or security of the service, then Vodafone shall, via its customer service and website, immediately inform the subscriber about the previously unknown new security risk and the protection measures that may be taken by the subscriber, as well as the anticipated costs thereof.

7. Applicable laws

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

7.1. 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)

7.2. Hungarian data protection laws

- the Fundamental Law of Hungary
- Act V of 2013 on the Hungarian Civil Code (Ptk)
- Act CXII of 2011 on Informational Self-Determination and Freedom of Information (Infotv)

7.3. Hungarian sectoral 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 (Fgytv)
- Act C of 2000 on Accounting
- Act CVIII of 2001 on Certain Issues of Electronic Commerce Activities and Information Society Services (Ekertv)
- Act C of 2003 on Electronic Communications (Eht)
- Act CXXXIII of 2005 on the Rules of Personal and Property Protection Activities and Activities of Private Detectives (Szvmt.) and BM Decree No. 22/2006. (IV. 25.) of the Ministry of Interior on the implementation thereof
- 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 for Trust Services and Electronic Transactions
- Act CL of 2017 on the Rules of Taxation
- NMHH Decree No. 2/2012. (I. 24.) of the Hungarian National Media and Infocommunications Authority on the detailed rules on number portability (Szhr)
- NMHH Decree No. 4/2012. (I. 24.) of the National Media and Infocommunications Authority on the rules on data protection and confidentiality obligations associated with public electronic communications services, the special conditions of data protection and confidentiality, the security and integrity of networks and services, the management of traffic and billing information, and the display of identification data and call diversion (Akr)
- NMHH Decree No. 2/2015. (III. 30.) of the Hungarian National Media and Infocommunications Authority on the detailed rules of electronic communications subscriber agreements (Eszr)
- Government Decree No. 451/2016. (XII. 19) on the detailed rules of electronic administration

Vodafone Magyarország Zrt.