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# **Vodafone Magyarország Zrt. Business General Terms and Conditions**

## TABLE OF CONTENTS

1.	General data, contact information: .....	6
1.1.	Name and address of Service Provider .....	6
1.2.	Contact information of the Service Provider's central customer service (address, phone number, other availability, opening hours) name of place, availability or internet address, where the updated contact information of other customer service centres can be found) .....	7
1.3.	Contact information of the Service Provider's trouble report service (address, phone number, other availability, opening hours) .....	8
1.4.	Service Provider's Internet address .....	9
1.5.	Contact information of supervising authorities (address, phone number, other availability) .....	10
1.6.	Availability of the General Terms and Conditions .....	11
2.	Conclusion and conditions of the subscription contract .....	12
2.1.	Procedure on concluding subscription contract, content elements of offer to conclude subscriber contact according to Section 5 (1), method and conditions of using subscriber services, potential time, geographical, personal, material and other conditions of using the service .....	12
2.2.	List of subscriber data required to conclude the subscription contract .....	22
2.3.	Deadline for establishing subscriber access point or for connecting to network terminal point or network and for commencing the service, counted from the date of contract conclusion .....	22
2.4.	Management and registration of offers to conclude Subscription Contract, changes to the date of offer or subscriber .....	23
3.	Content of the subscriber service:.....	23
3.1.	Content of the subscriber service provided by Service Provider .....	23
3.2.	Geographical area of service availability .....	62
3.3.	Access to emergency number services and caller location information, and a description of their use.....	62
3.4.	Information whether the service is a universal service, .....	62
3.5.	The location of the subscriber's access point representing the limit of the Service Provider's liability .....	62
4.	Quality and safety of the subscriber service .....	63
4.1.	The subscriber service, the target values specified in the government decree on the requirements for the quality of electronic communications service concerning the protection of subscribers and users or the target	

values of the service quality requirements agreed by the Service Provider, their interpretation and methods of measuring compliance.....	63
4.2. If the Service Provider employs traffic measurement, control, or management in its system and this affects the quality of the service, or the access to other services, content, or applications available through an electronic communications service, a detailed description of relevant rules .....	71
4.3 Information on measures that the Service Provider may take against incidents and threats affecting security and network unity or in connection with weak spots.....	72
4.4 Conditions for connecting subscriber's terminal equipment.....	72
5. Suspension and restriction of the service .....	73
5.1. Cases of and conditions for suspending a subscriber service, the longest duration for suspension that may be requested by the subscriber, cases of suspension subject to payment and the charge payable.....	73
5.1.1. The Service Provider shall interrupt a subscriber service at the Subscriber's request in consideration of Section 135(1) of Eht from the time of the notification until the time specified in the request for re-activation. ....	73
5.2. Cases of and conditions for restricting a subscriber service, including limitation of traffic initiated by and terminated by the Subscriber, or a reduction of quality or other parameters of the subscriber service .....	76
6. Customer relations, troubleshooting, complaint handling, litigation .....	78
6.1. Targets for troubleshooting, the procedure for registering trouble reports and for troubleshooting .....	78
6.2. Handling and procedure of subscribers' reports and complaints (handling of billing complaints, penalties and claims for damages) .....	80
Claims deriving from the Subscription Contract will expire in one year, which period will start from the occurrence of the delay or the inappropriate performance, in the cases specified in section 6.2.4 of the General Terms and Conditions.....	85
An authority procedure concerning an authority matter related to a Subscription Contract may be initiated (by request or report) within 6 (six) months from the date when the cause of the matter occurred. If the applicant only learned about the cause for this procedure later, or was not able to submit his petition or request, the deadline of 6 (six) months will start from the date of learning about the cause or from the date when the hindrance to the submission of the request or report was eliminated. In respect of authority matters related to the Subscription Contract, the authority procedure cannot be initiated beyond the term of 1 (one) year. This is a forfeit deadline. ..85	
6.3. The Subscriber's rights in the event of defective performance of subscriber service, the amount of penalty rates due to the Subscriber, method of the resolution of disputes related to subscriber service .....	85
6.4. The operation of the customer service, the way of handling complaints and the customer service time undertaken by the Service Provider.....	87
6.5. The use of the directory assistance service.....	87

6.6.	Information on the possibility of initiating legal disputes related to the performance of services in or out of court and the conditions thereof, the right to turn to a conciliation body, the name and contact details of authorities empowered to proceed, conciliation bodies and other organizations .....	88
7.	Charges, tariffs, payment of charges, billing, damages, penalties: .....	90
7.1.	Determination and the rate of the prices of subscriber services, including one-off charges, recurrent charges and traffic charges, billing periods, tariff packages, troubleshooting-related fees, general provisions for preferential conditions, including any requirement for the minimum use or period necessary to make use of the discount, charges and billing conditions becoming due upon termination, suspension, modification of the contract and the lifting of limitations, including the calculation of costs for terminals, fee refund obligation, way and regularity of billing and payment, the date of delivery of bills, all other charges .....	90
7.2.	The offered payment methods, differences resulting from the different payment methods concerning the Subscriber .....	96
7.3.	The availability of special offers and discount rates .....	97
7.4.	The rules of compensation procedure .....	97
7.5.	Determination, rate and types of penalty .....	99
8.	In the case of telephone service providers, the detailed rules relating to porting numbers; .....	100
9.	Duration of the contract.....	100
9.1.	Duration of the contract and the conditions and cases of the provision, limitation, suspension and termination of services, in particular the cases of extraordinary termination of fixed-term subscription contract... 100	
9.2.	Cases and conditions of Subscription Contract amendment, the Service Provider's entitlement to unilateral contract modification, the way of informing the Subscriber thereabout, rights due to Subscribers in connection with the unilateral contract modification .....	100
9.3.	Cases and conditions of the Subscriber-initiated amendment of contract, the time limit for completion of the amendment;.....	107
10.	Data Management, Data Security: .....	114
10.1.	Type of data managed by Service Provider, purpose of storing and forwarding (if any) thereof, term .....	114
10.2.	Informing Subscriber on data security regulations and Subscriber's related rights and obligations: .....	114
11.	Methods, cases and deadlines for making statements by subscriber as set forth by the laws, and for the amendment, withdrawal thereof (particularly for subscribers' name list, provision of location data other than traffic data, provision of value added services, selling of electronic infocommunications services, and for the management of personal data for the purpose of direct marketing, requesting itemized invoice, statements concerning intermediary service provider chosen by way of carrier pre-selection, declaration on status of individual subscriber); .....	117

12.	Cases and conditions of termination of the subscription contract, deadline for the fulfilment of payment obligation by subscriber without termination of contract by Service Provider;.....	118
12.1.	Cases of termination of the Subscription Contract: .....	118
12.2.	Cancellation by Subscriber .....	118
12.3.	Termination by Service Provider.....	119
12.4.	Termination by Service Provider.....	120
12.5.	Further cases of termination .....	123
12.6.	Governing procedure for termination of the Subscription Contract.....	123
13.	Detailed rules applicable for the election of mediators in accordance with the provisions of the contracts of interconnection;.....	124
14.	Further obligations of Subscriber related to the use of the service .....	124
14.1.	Obligation to cooperate and inform.....	124
14.2.	Proper use of the service.....	125
14.3.	Obligations related to terminal equipment and other service provider-owned electronic infocommunications devices handed over to subscriber .....	125
14.4.	Announcement of changes in data, data provision;.....	126

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

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

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

Registered office: 1096 Budapest, Lechner Ödön fasor 6.

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

Central Customer Centre:

- (a) address: 1062 Budapest, Váci út 1-3. (Westend City Centre; can be contacted personally);
- (b) phone number: 1270, which can be called free of charge in the Service Provider's network from Hungary; or: +3612881270, which is billed according to the tariff package of the calling party,
- (c) opening hours: Monday-Wednesday: 10.00-21.00, Thursday: 08.00-21.00, Friday-Saturday: 10.00-21.00, Sunday: 10.00-18.00;
- (d) mailing address: 1476 Budapest, Pf. 350.;
- (e) fax number: +36 1 288 4270;
- (f) e-mail address: [ugyfelszolgalat.hu@vodafone.com](mailto:ugyfelszolgalat.hu@vodafone.com).

**1.3. Contact information of the Service Provider's trouble report service (address, phone number, other availability, opening hours)**

The Service Provider's trouble report service

- (a) address: 1062 Budapest, Váci út 1-3. (Westend City Centre; can be contacted personally);
- (b) phone number: 1270, which can be called free of charge in the Service Provider's network from Hungary; or: +3612881270, which is billed according to the tariff package of the calling party,
- (c) opening hours: Monday-Wednesday: 10.00-21.00, Thursday: 08.00-21.00, Friday-Saturday: 10.00-21.00, Sunday: 10.00-18.00;
- (d) mailing address: 1476 Budapest, Pf. 350.;
- (e) fax number: +36 1 288 4270;
- (f) e-mail address: [ugyfelszolgalat.hu@vodafone.com](mailto:ugyfelszolgalat.hu@vodafone.com).



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

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

### **1.5. Contact information of supervising authorities (address, phone number, other availability)**

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

National Media and Infocommunications Authority (hereinafter referred to as Authority)

Central contact information:

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

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

Central customer service Office:

Address: 1133 Budapest, Visegrádi u. 106.  
Phone: +36 1 468 0673

Further supervising authorities:

Hungarian Authority for Consumer Protection

Central contact information:

Address: 1088 Budapest, József krt. 6.  
Mailing address: 1428 Budapest, Pf. 20.  
Phone number: +36 1 459 4800  
Fax number: +36 1 210 4677  
Website: [www.nfh.hu](http://www.nfh.hu)

Hungarian Competition Authority

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

The option and the conditions of initiating in-court and out-of-court legal disputes regarding the performance of the service are regulated in Section 6.6 of the Business General Terms and Conditions (hereinafter referred to as General Terms and Conditions).

The Service Provider provides the above contact information and jurisdictional data for informative purposes and disclaims all liability for any change to this data.

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

1.6.1. The General Terms and Conditions can be found

- (a) at the Service Provider's customer service
- (b) on the Service Provider's Internet website: <http://www.vodafone.hu/vodafonerol/aszf>.

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

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

### **2.1. Procedure on concluding subscription contract, content elements of offer to conclude subscriber contract according to Section 5 (1), method and conditions of using subscriber services, potential time, geographical, personal, material and other conditions of using the service**

#### 2.1.1. Procedure on concluding subscriber's contract

##### **Subscription contract**

The Subscription Contract is an agreement entered into by the Service Provider and the Subscriber relevant to providing the subscriber service, which consists of the Service Provider's Terms and the Conditions and the specific subscription contract.

The Service Provider provides public mobile radiophone and stationary Internet access services to the Subscriber pursuant to this agreement –manifesting the parties' legal relationship- on the basis of the Concession Agreement and the notification provided to the National Media and Infocommunications Authority under the conditions of the relevant legal regulations in force, in possession of the necessary official permits and approvals, and the Subscriber is obligated to comply with the terms of the Subscription Contract and pay for the used service the fee determined in the List of Business Rates (hereinafter referred to as List of Rates) by the applicable deadline.

##### **Establishing the subscriber relationship**

The subscriber relationship is created by the Subscriber signing the Subscription Contract and paying the one-time registration fee, as a result of which, the Service Provider provides the Subscriber with a network access point (SIM card).

The subscription contract may be established:

- a) between present parties: by signing the specific subscription contract (written contract), or if legal statements are made verbally between the present parties, then by express acceptance (verbal contract),
  - b) in case of making legal statements verbally (by phone) between distant parties, by express acceptance,
  - c) electronically, electronic contracts are also deemed written contracts,
  - d) by implied conduct, if such conduct is manifested.
- 
- a) The Subscription Contract may be concluded in writing at the Service Provider's customer service centres, brand representations, in its retail network or through the Service Provider's representatives. The Subscription Contract may be signed for a definite or an indefinite period of time.
  - b) The Service Provider and the Subscriber can enter into verbal contracts for the tariff packages expressly specified in the List of Rates or the specific subscription contract.

The Service Provider registers the contract within 15 days and sends electronic confirmation to the Subscriber. The Service Provider sends the Subscriber within 30 days of registration the data necessary to access the contract via electronic mail or other electronic means of communication.

- c) The Service Provider and the Subscriber can also enter into written contracts electronically for the tariff packages expressly specified in the List of Rates or the specific subscription contract.

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

The Service Provider is entitled to check the authenticity of the Subscriber's data in cooperation with GIRO Elszámolásforgalmi Zártkörűen Működő Részvénytársaság (registered office: 1054 Budapest, Vadász utca 31., Court of Registration of the Budapest Metropolitan Court Cg. 01-10-041159) in the database of the Central Office for Administrative and Electronic Public Services.

### **Subscriber**

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

### **Small Enterprise Subscriber**

Based on the Service Provider's business segmentation, Small Enterprise Subscriber means the legal persons or unincorporated business association, or sole proprietors and other organizations, or natural person Subscribers, who/which at the time of signing the Subscription Contract state that they use the service in the scope of their economic or professional activities and have 1-30 voice subscriptions (SIM card) and/or 10-30 internet subscription (SIM card).

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

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

Based on the Service Provider's business segmentation, Medium and Large Enterprise Subscribers (hereinafter referred to as Corporate Subscriber) mean the legal persons, unincorporated business associations, sole proprietors, other organizations or the natural person Subscribers, who/which at the time of signing the Subscription Contract state that they use the service in the scope of their economic or professional activities and have minimum 31 voice subscriptions (SIM card) and/or 31 internet subscriptions (SIM card). In addition to the above, Corporate Subscriber mean the Subscriber in which the direct or indirect ownership share of the central or the local government –based on capital or voting right - separately or in total exceeds 25%, irrespective of the number of subscriptions held.

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

The Service Provider may deviate from its segmentation applied to Small and Large Enterprise subscribers.

#### 2.1.2. Content elements of the offer to conclude subscription contract

The Service Provider accepts the Subscriber's offer to purchase the service at its central customer service office, the brand representations and its retailers. The time of making the offer is the time, when the demand notification, containing all necessary data and all related necessary documents, is received at Service Provider's above mentioned client relation sites. The offer must contain all essential terms of using the service, such as for example, the applicable fees, the elected commencing day of using the service and other important terms.

In case of mobile communications services -having regard to the nature of the service, particularly that Subscriber does not wish to use the Service at a fixed location, but at several places and that coverage information can be found on the Service Provider's website- the feasibility of the offer does not need to be examined. The Service Provider is entitled to conclude the Subscription Contract when the Subscriber makes the relevant offer.

In case of stationary Internet access service –beyond the data provided in case of Mobile communications service- the offer must contain at least the following:

- the exact address of the requested access point,
- a statement that the phone line for which the ADSL service is ordered is in applicant's subscription, or the written statement of the subscriber of the line that he authorizes the applicant to order the ADSL Internet service for the given phone,
- if the owner of the place of installation and the Subscriber are different persons , the written consent of the property owner to create the access point is also required.

In case of stationary Internet access service -having regard to the nature of the service- the feasibility of the offer need to be examined.

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

- a.) it accepts the offer and contemporaneously with accepting the offer it hands over or sends to the Subscriber the specific subscription contract signed by the Service Provider, or in case of contract concluded verbally among distant parties, makes the contract incorporated into writing by the Service Provider available for the Subscriber;
- b.) if the Service Provider is unable to provide the Service within 15 days of contract conclusion due to the lack of technical prerequisites, but accepts the offer, then Service Provider the indicates the deadline of commencing Service provision, which may not exceed 3 months of receiving the offer;  
or
- c.) rejects the offer.

#### 2.1.2.1. Checking subscriber's credit

In accordance with data protection and management rules of Annex no. 3 of the General Terms and Conditions, Service Provider is entitled to check Subscriber's credit in order to receive a picture of the Subscriber's readiness and ability to pay having regard to the benefits provided the Service Provider to the Subscriber and the credit nature of the service caused by the method of paying for the subscriber service. The concerned data are managed based on the Subscriber's voluntary consent pursuant to Annex no. 3 of the General Terms and Conditions.

If the Subscriber does not voluntarily consent to having his data transferred for conducting the credit check, then only pre-paid subscriber relationship can be established with the Subscriber.

Post-paid subscriber relationships may be established depending on the outcome of the credit check and in the discretion of the Service Provider (sometimes by requiring securities). The Service Provider will not conclude post-paid subscriptions with Subscribers having outstanding debt.

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

Asset Collaterals means the ancillary obligation securing the performance of the Subscription Contract –depending on the Service Provider's evaluation- advance, deposit, suretyship or bank guarantee.

#### 2.1.3. Method of conditions of using the subscriber services

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

##### 2.1.3.1. For small business subscribers

Upon the conclusion of the subscription contract, small and medium sized enterprises may request in a written statement that the rules applying to retail subscribers should be applied to them as well, about which the Operator is required to provide detailed information to them, presenting both the advantages and the drawbacks.

The document titled 'Differences Between the General Terms and Conditions for Retail and Business Subscribers (GTC) and other terms and conditions for small and medium sized enterprises' is available on the following link: [www.vodafone.hu/aszfln](http://www.vodafone.hu/aszfln) in case of Corporate Subscribers:

##### 2.1.3.2. For corporate business subscribers

###### 2.1.3.2.1. The Corporate Subscriber must conduct all purchases subject to the specific subscription contract (in particular but not exclusively purchasing new SIM cards and handsets) through sales channels

designated by the Service Provider. The Corporate Subscriber is required to make these purchases in via its contact person authorized in writing.

- 2.1.3.2.2. The Corporate Subscriber indicates its purchase demand by completing the Order form provided by the Service Provider and sending it to the Service Provider according to the Specific Subscription Contract. The Order signed by the Corporate Subscriber forms an inherent part of the Specific Subscription Contract; by signing the Order the Corporate Subscriber recognizes that the obligations included therein are binding, in accordance with the terms of the Specific Subscription Contract.
- 2.1.3.2.3. If the order is received by the Service Provider during business hours -between 8:30 and 17:00 hours on working days- the Service Provider will deliver the SIM cards and the Devices to the Corporate Subscriber within 15 days at the seat of the Subscriber or at other places expressly designated in the Specific Subscription Contract, presuming in case of devices that sufficient stock is available at the given time. In the absence of adequate stock the parties will jointly coordinate the time of delivery. If the Corporate Subscriber has overdue account debt arising out of the service relationship, the Service Provider shall not be obligated to fulfil the orders until such debt is settled. The SIM cards are activated (i.e. the deadline of beginning service provision) no later than within 15 days of the delivery of the cards. If Vodafone is not obligated to fulfil the Corporate Subscriber's order, the order will become null and void after 60 days.
- 2.1.3.2.4. Ordering new services for the SIM cards operated in the Corporate Subscriber's subscription is not subject to this Section 2., such new services may be ordered by using the secret Client security code provided to the Corporate Subscriber in confidence. The Corporate Subscriber shall immediately notify the Service Provider if the identifiers are lost or acquired by unauthorized persons, and request their modification. The Service Provider disclaims all liability whatsoever for the damage suffered by the Subscriber as the result of the unauthorized use, loss or acquisition of the identifiers by unauthorized persons, or by the delay or failure to provide notice of the above events, as well as for the damage resulting from the failure to provide immediate notice of the change of the persons designated by the Subscriber in the Subscription Contract.
- 2.1.3.2.5. The Subscriber acknowledges that the Service Provider is entitled to demand advance payment or bank guarantee to ensure the services prior to the conclusion of the Specific Subscription Contract and during its force at any time.
- 2.1.3.2.6. The Parties agree that the Specific Subscription Contract will effect relevant to the individual mobile call numbers as follows:
  - i. In case of exclusively non-ported mobile call numbers: If the Specific Subscription Contract is concluded relevant to SIM cards assigned to non-ported mobile call numbers, which are listed in the Annex to the Specific Subscription Contract and exclusively have 70 network identification code, then the Specific Subscription Contract will enter into force in accordance with the following: The Parties agree that the Specific Subscription Contract shall take effect when the representatives of the Subscriber and the Service Provider entitled to sign for their companies and in possession of valid authorizations sign the Specific Subscription Contract. If the Parties do not sign contemporaneously, then the effective date of the contract shall be the date of the later signature.
- 2.1.3.3. The Service Provider operates a self-service customer service, which allows the Subscriber to order and cancel certain services on the Service Provider's website (Online customer service menu point), on



the WAP page in the automated menu system of the call customer service centre, or by sending SMS. Information about the operation of the Online customer service and the list of orderable services are available at the Service Provider's points of sale, the customer service centre and on the [www.vodafone.hu](http://www.vodafone.hu) website.

- 2.1.3.4. In order to administer business through the customer service (by phone, in writing, personally or through the Online customer service) the Service Provider may request the Client security code (4-6 digits, Arabic number), which is necessary for the identification of the Subscriber and was provided by the Subscriber, as well as any other data or information provided the by Subscriber in the Subscription Contract. The Service Provider can also ask the Subscriber to provide his alternative phone number belonging to the same client number, or any other phone numbers where Subscriber can be recalled immediately. Should the Subscriber fail to fulfil the request in the cases defined by the Service Provider, where providing these numbers is mandatory, the Service Provider shall reject the Subscriber's demand.

### 2.1.3.5. Post-paid Subscriber service

#### Post-paid Subscriber

The Post-paid Subscriber is the Subscriber who pays the service fees, based on the actual use of the service on a monthly basis -or in certain cases more frequently (see Section 7.1.2.6.) in arrears, pursuant to the Service Provider's bill.

#### Individual Caps

The Service Provider sets an amount separately for each and every Subscribers, which is revised at regular intervals (hereinafter referred to as Individual Cap) and which -in case of new subscriptions or Subscriber Services that have been used for no more than 4 months- is minimum gross HUF 16,800 (net HUF 13,228) per Account payer. A higher Individual Cap is determined by the Service Provider if the Subscriber has a Subscription of at least four months with the Service Provider. The Individual Cap is calculated for mobile phones, wireless internet and stationary Internet access in the same way. When the Individual Cap is reached, Service Provider sends free notification as follows: upon reaching 80% of the Individual Cap, SMS notification and then after exceeding the Individual Cap the Service Provider will send SMS or call the contact person designated by the Subscriber.

#### The Individual Cap is calculated as follows:

If the Subscriber has been using the Post-paid Subscriber service for no more than 8 months, then at the time of assessing the Individual Cap, the basis of determining the Individual Cap shall be the arithmetic average of the value of the bills issued and settled prior to the above date.

If Subscriber has been using the Post-paid Subscriber service for more than 8 months, then at the time of assessing the Individual Cap, the basis of determining the Individual Cap shall be the average of the amount of the bills settled during the six-month period preceding the above date multiplied by two.

During the evaluated period –in reverse chronological order- twice the value shall be multiplied by the following numbers:

Evaluated period	Multiplier
1-2 months	1.0
3-4 months	0.8
5-6 months	0.6

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

The Service Provider will multiply by the highest multiplier factor the value of that bill, which the Subscriber paid for the last in the period preceding the assessment of the Cap.

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

## Using the Individual Cap

The Service Provider will provide the Service to the Subscriber up to the Individual Cap during three consecutive billing periods (hereinafter referred to as Period).

The Service Provider considers the Individual Cap used, if the final amount of the bill issued to the Post-paid Subscriber in the given Period and the gross value of the unbilled traffic -which is subject to fee payment and was initiated by the Subscriber in the given Period- reach the Individual Cap.

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

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

### **Account payer**

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

2.1.4. The time, geographic, personal, material and other limitations of using the service

2.1.4.1. Time constrains of the Service

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

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

2.1.4.2. . Geographical constrains of the Service

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

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

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

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

The electronic communications networks necessary to use the stationary Internet access service are provided on the Subscriber's side by the Service Provider or other communications service providers at the order of the Subscriber or the Service Provider. Availability of the service on the network of other communications service providers is subject to network agreements signed by the Service Provider and the concerned communications providers.

The Service Provider only provides its stationary Internet access service in the universal service area of Magyar Telekom Nyrt.

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

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

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

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

The Subscriber is not entitled to use the Service for the provision of network services. Providing network services by the Subscriber is a violation of the requirement of proper exercising of rights, because the Service Provider provides the Service for the Subscriber's personal use and the Service is intended to be used personally by the Subscribers.

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

If a fixed-line phone service is already operating at the place of installation, the stationary Internet access service may only be ordered for phone lines that operate without any restrictions. If the unrestricted line is not available for reasons arising in the Subscriber's scope of interest, the contract shall be extinguished based on the impossibility of performance. The contract is concluded on the condition that the phone line for which the ADSL service is ordered is in the applicant's subscription or that the subscriber of the line issues a written statement authorizing the applicant to order the ADSL Internet service for the given phone line. If the owner of the place of installation and the Subscriber are different persons, the prior written consent of the property owner to creating the access point is a further precondition of creating the access point.

The applicant must be notified without any delay if the Service Provider is unable to install the stationary Internet access service for technical reasons, or if the order is unsuitable to bring about legal effect. The applicant acknowledges that in certain cases the Service Provider can only decide whether stationary Internet access can be installed after completing site inspection.

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

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

If Subscriber had an ADSL service which was terminated within 90 (ninety) days at the requested installation site, new ADSL service shall not be provided at this site. Further, if any subscriptions of the Subscriber concluded for any electronic communications service has been terminated by Externet or Magyar Telekom Nyrt. for failing to pay the relevant fee, stationary Internet access service shall not be provided until settling the outstanding fees.

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

- As a material condition of using the Service, the Subscriber must have proper Subscriber access point and adequate terminate device.
- The Service Provider or other electronic communications providers in contractual relationship with the Service Provider have the appropriate equipment (access points), with which they connect to the terminal equipment of the electronic communications networks, with the necessary servers and routers, as well as with the appropriate channels connecting to the domestic and international networks, securing the Subscriber's IP (Internet Protocol) traffic. The communications channel is part of the service.
- The communications channels on the Subscriber's side (ADSL) are always provided by an electronic communications provider at the order of Service Provider or the Subscriber.
- The Service Provider may use the services of other providers in order to secure the electronic communications channels reaching the Subscriber.
- Using stationary Internet access service connected to already existing fixed-line phone subscription (in addition to hardware and software requirements) requires a fixed phone line, which therefore is the basis of the ADSL service. The Internet provider is not responsible for providing the fixed phone line. This service is only available in case of fixed phone lines that support two-way communication traffic. Due to the nature of the service the maximum available down-/upload speed can vary.
- In case of a service without fixed-line phone subscription, a valid phone subscription for fixed-line phone with a provider of communications services is not necessary, but the Subscriber must ensure access to the network of the communications provider.
- Primary Subscriber access point means all physical connection points to which the terminal equipment used by the Subscriber may be directly connected, thereby enabling data transmission in the electronic communications network.
- In case of stationary Internet access, the Subscriber's computer is connected directly through an ADSL modem, or his computer network is connected by the introduction of a router through the ADSL modem, via

the ADSL technology based interface of the local electronic communications provider or that of other providers. The ADSL modem has a 10/100Base T interface with a RJ45 connector.

- The Subscriber has to possess the appropriate technical equipment necessary to use the Service and the software and communications services required for connecting to the electronic communications network.
- The Subscriber must have a software package, which includes the user software necessary to use the stationary Internet network service. In addition to the above, the Subscriber needs to meet the software and hardware conditions required to operate PPPoE (PPP over Ethernet) client software.
- The Subscriber is responsible for procuring the terminal equipment necessary for the operation of the stationary Internet access service and for making the necessary settings. The Service Provider may provide professional assistance to the Subscriber for making the settings. The Service Provider undertakes the purchase of the terminal equipment and the on-site installation of the programs pursuant to a separate agreement. The Service Provider is entitled to employ performance assistants (subcontractors) for developing the Service. By signing the Subscription Contract, the Subscriber consents to Service Provider having transferred his data to the subcontractors in order to carry out the task.
- In regards to certain services the Service Provider allows the Subscriber to get Internet connection under more favourable conditions, by virtue of the Subscriber not having to wait for the Service Provider's professionals to put the service in operation, rather upon ordering the service the Subscriber acquires the ownership of the separately ordered terminal equipment, which can simply connect to the phone line. The Service Provider gives a detailed illustrated installation guide with the terminal equipment and thus as soon as the service is activated on the phone line the Subscriber is ready to use it ("install yourself design").
- To get full use of certain Internet applications, a domain name needs to be delegated and registered for the Subscriber.

## ***2.2. List of subscriber data required to conclude the subscription contract***

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

## ***2.3. Deadline for establishing subscriber access point or for connecting to network terminal point or network and for commencing the service, counted from the date of contract conclusion***

Unless the parties otherwise agree, the Service Provider provides the Subscriber with a network access point necessary to use the Service in case of both mobile phone and stationary Internet access services within 15 days of signing the Subscription Contract. The deviation stipulated in the parties' agreement, however, shall not exceed 3 months.

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

## **2.4. Management and registration of offers to conclude Subscription Contract, changes to the date of offer or subscriber**

Information on the management and registration of subscriber offers can be found in Section 2.1.2 of these General Terms and Conditions.

The Offeror and the Subscriber are obligated to notify the Service Provider of all changes occurring to the data recorded in the Subscription Contract without any delay. Service Provider disclaims all liability for damage resulting from the failure of providing immediate notice of the change of the provided subscriber data and shall be entitled to claim compensation from the Subscriber for damages arising in this respect on the grounds of the Subscriber's breach of contract.

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

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

#### 3.1.1. Service

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

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

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

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

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

The Provider Service considers the service provided on 3G/UMTS network broadband wireless Internet service. Outside of the 3G/UMTS coverage area wireless internet service is provided with the GPRS/EGPRS packet-switched technology. The coverage area of the wireless internet service and within that of the broadband wireless internet service are displayed on the Service Provider's website.

If Subscriber has a device which supports 3G/UMTS device, he can use the services on the Service Provider's 3G/UMTS network in the 3G/UMTS coverage areas. The fees of these services correspond to the charges listed in the List of Rates according to the Subscriber's tariff package, regardless that Service Provider made these available on its 3G/UMTS network.

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

Subscribers can request information on the volume of their data traffic by calling or sending SMS to phone number 1751.

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

Broadband wireless internet service can only be used in the network of foreign providers, if the foreign partner provider has a network, which is capable of providing 3G/UMTS services and signed an international roaming agreement with the Service Provider that covers 3G/UMTS services.

The list of partner providers providing 3G/UMTS roaming is available on Vodafone's website.

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

#### Tariff-related general information:

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

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

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

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

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

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

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

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

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



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

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

The fundamental purpose of the stationary Internet access service is to establish connection between the Subscriber terminal equipment and the central servers through various electronic communications networks and to transmit data during the connection according to the protocols allowed by the services, in other words, to transmit data, sign, picture and voice to a given address via Internet network.

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

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

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

The Service Provider provides the stationary Internet access service pursuant to the wholesale agreement concluded with EXTERNAL Telekomunikációs és Internet Szolgáltató Nyilvánosan Működő Részvénytársaság (registered office: 5000 Szolnok, Szapary út 18, registration number: 16-10-001759, hereinafter referred to as Externet) relevant to marketing the "Wholesale High-speed Internet Access" service of Magyar Telekom Nyrt.

### **d) Other Services**

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

### 3.1.2. Description of services

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

#### 3.1.2.1. Call barring

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

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

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

#### 3.1.2.2. Voice mail

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

The Subscriber may select the following Voice mail services:

1. Basic Voice mail
2. Professional Voice mail
3. Professional Voice and Fax mail

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

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

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

The Callback from Voice mail service is available for all Subscribers using the Voice mail service.

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

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

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

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

Subscribers with the Professional Voice mail and the Professional Voice and Fax mail services -in addition to the services of the Basic Voice mail- are provided with the following extra services.

### **Call notification**

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

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

### **Messaging from Voice mail**

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

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

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

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

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

## **Voice mail message forwarding**

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

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

## **Fax forwarding**

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

Use of the above services is limited to domestic phone numbers.

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

### **3.1.2.3. Call diversion**

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

### **3.1.2.4. Call waiting**

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

### **3.1.2.5. Call holding**

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

### **3.1.2.6. Conference call**

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

### **3.1.2.7. Videophone service**

The videophone service is usable under the following conditions:

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

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

The videophone service is available with the following supplementary services:

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

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

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

#### 3.1.2.8. Mobile Video Service

By providing this service the Service Provider allows the Subscribers to watch video and television programs with mobile phone handsets supporting the service.

The contents connected to this service are only available through GPRS/EGPRS WAP to Subscribers equipped with devices supporting 3G/UMTS use, without having needed to download it on the phone.

To use this service, the Subscriber must have active GPRS/EGPRS WAP service, a handset supporting GPRS/EGPRS WAP and Video Streaming and the appropriate settings.

The contents accessible with this service shall be charged according to the pricing rules of the Vodafone live! premium contents of the "List of Rates" Annex to the General Terms and Conditions as amended from time to time.

Only Post-paid Subscribers can use the services while roaming. The service is available on the networks of partner providers who have concluded 3G and GPRS/EGPRS Roaming agreements with Service Provider. The list of partner providers can be found on the [www.vodafone.hu](http://www.vodafone.hu) website.

#### 3.1.2.9. SMS (short message) Service

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

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

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

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

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

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

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

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

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

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

3.1.2.10. Vodafone e-SMS Service – The service is not available in commerce after 28 June, 2013.

With the help of Vodafone e-SMS Service built on the SMS service and located in the mailing system, Post-paid Subscribers are allowed to send short text messages to the Subscribers of the Service Provider and the subscribers

and users of other providers, whose mobile phones are capable of receiving short text messages (SMS). Furthermore, in the framework of the Vodafone e-SMS Service, the Subscriber may request notification of his electronic mails (hereinafter e-mail) delivered to the mailing system and of time of his meetings.

To cancel the existing service the Subscriber must send the "xesms" text in SMS to the central number provided in the description of the Vodafone e-SMS service (number of the Vodafone e-SMS service) published on the Service Provider's website.

As a further precondition of using the Service, the Subscriber needs to download the Vodafone e-SMS software from the Vodafone website and to install it on his computer.

By using the Vodafone e-SMS Service the registered Subscriber can send SMS messages to multiple recipients at the same time from his computer with on-line Internet connection by using the mailing systems included in the description of the Vodafone e-SMS Service. The same message is delivered to all recipients. The recipients of the SMS can be Subscribers of Hungarian and foreign providers with mobile radiophone devices, who purchase SMS service from their own provider.

In the framework of the Vodafone e-SMS Service the Subscriber may request notification of his e-mails delivered to his mailing system and of time of his meetings. To use this function the user's computer must have on-line Internet connection and be turned on. The method of reading the SMS varies based on the type of the device.

The fees of the SMS messages sent by the Vodafone e-SMS Service (including sending SMS and notifications of e-mails delivered to the mailing system and of time of meetings) correspond with the SMS rates of the Subscriber Plan. The Service Provider issues a combined bill on the e-SMS and the SMS Service -as SMS Service- the traffic data and the fees of the two services are not separated only in the Itemized call statement. The Service Provider is only responsible for sending SMS messages, the e-mails are transmitted by the e-mail service provider. Otherwise the terms of the Vodafone SMS Service shall apply to the e-SMS Service. The service is not available in commerce after 28 June, 2013.

#### 3.1.2.11. MMS service

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

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

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

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

MMS messages sent to call numbers belonging to mobile phone network –provided that the recipient's MMS message is active, his device support receiving MMS messages and stays in the Service Provider's network area-

shall be automatically downloaded by the device. The Service Provider agrees to try to deliver the received MMS message as soon as possible.

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

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

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

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

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

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

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

### *MMS Roaming*

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

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



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

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

#### *International MMS*

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

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

#### 3.1.2.12. Dial tune

The Dial tune service allows the Subscriber to select the dial tune -pursuant to the current service terms published on the Service Provider's website- that his callers will hear.

The Subscriber can listen to and purchase various musical pieces with a length of maximum 30 seconds from the selection provided by the Service Provider. This service can only be ordered through data (Internet, WAP, SMS) and voice-over (IVR) orders offered by the Service Provider.

Callers only hear the Dial tune in ringing status, in case of busy and waiting calls, the system returns to the default setting of the network.

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

#### 3.1.2.13. Unlimited Music Store

By the use of the Unlimited Music Store/Vodafone Zenetár (Music Store) Service, the Subscriber is able to download up to 10,000 songs subject to the applicable service conditions published on the web site of the Operator, through the WAP and WEB interfaces of the operator during the term of subscription to the service, furthermore, the Subscriber is also allowed to purchase and download DRM-free songs (at a discounted price compared to the price paid by customers with no subscription for the same contents). The subscription and the purchase of contents will be billed using the Mobile Contents Purchase Service.

A subscription may be purchased for this service on the WAP interface of Vodafone, on Vodafone live!, on the WEB interface on [live247.hu](http://live247.hu) by tapping on the appropriate menu option, or on the website of the service ([www.vodafone.hu/zene](http://www.vodafone.hu/zene)), by purchasing the selected contents, for periods of two weeks (access to the international + Hungarian catalogue) or one month (access to the Hungarian catalogue). Unless the Subscriber instructs otherwise, at end of the above periods the subscription will be resumed automatically.

If the subscription has expired the copy protected numbers are no longer playable. If Subscriber re-subscribes, or subscribes continuously, the player of the device requests new activation code with the help of its Internet connection from the internet site of the service, which –if validity is established- the site transfers to the Subscriber via the Internet connection and thus enabling the Subscriber to play the downloaded music again.

#### 3.1.2.14. Call notification service

With the help of the Call notification service the Service Provider allows the Subscriber to receive SMS notification of his missed calls, when the Subscriber's mobile phone device is not available at the time of the call attempt (for example the device is turned off or is located outside of the network coverage area). The Service Provider only sends notification SMS if the caller has consented to having his call number displayed. The notification SMS contains the time of call and -if multiple attempts were made- the time of last attempt and the number of call attempts. The number of caller appears in Subscriber's SMS sender.

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

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

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

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

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

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

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

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

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

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

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

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

The service collects the Subscribers' electronic mail (e-mail) messages and fax messages and displays those in the VodaMail Mailbox. The service allows the Subscribers to manage their messages in the Vodafone Mailbox (save, delete) view their messages and send replies. The rates of the services are specified in the "List of Rates" Annex.

#### *Main service features:*

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

### *Operating fax service*

#### *Sending fax messages:*

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

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

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

#### *Receiving fax messages:*

The incoming fax message appears in the user's mailbox as an e-mail message, where the original fax message is the attachment of the mail. The attached document is delivered in tiff or pdf format.

E-mails containing fax messages are managed the same way as conventional e-mails.

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

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

The Service Provider bears no liability whatsoever for the content of the transmitted messages, or their change or modification by the Subscriber or third parties. The Service Provider's liability only extends to its own conduct.

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

The Service Provider is only entitled to learn the content of communications transmitted by it or by using its network to the extent necessary to provide the service. The Service Provider is exclusively responsible for the safety of its own network traffic. During the use of the Service other persons may gain access the Subscriber's information transmitted via the Internet or the Subscriber may receive e-mails containing virus, for which the Service Provider disclaims all responsibility whatsoever.

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

It can be indicated in the e-mails sent by the Vodafone Mail system that the e-mail is transmitted by using this service.

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

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

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

- the recipient has a mobile phone or other technical device, which does not support receiving these messages, or if the Vodafone Mail Service has not been activated by the Subscriber;
- the recipient is not familiar with the method of receiving the different messages (downloading, reading);
- the memory of recipient's mobile phone or other technical device is full and therefore the device or equipment is not able to receive new messages;
- the Subscriber does not read a message, or delete it from the device without reading it;
- the sender has failed to provide the recipient's phone, fax number or e-mail address in the proper format;
- the message was sent to a non-existent call number or e-mail address;
- the delivery of the message was prevented by any other reasons arising in the sending or receiving Subscriber's scope of interests;
- the recipient does not stay in the Service Provider's current coverage area.

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

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

#### 3.1.2.16. Wireless Office Service Package 2

##### *Availability of the service package*

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

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

##### *Description of the service package*

### Intragroup calls:

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

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

### *Voice mail*

The Service Provider offers Wireless Office 2 Subscribers the Profi Voice mail service, which allows the Subscribers to receive SMS notifications of their delivered messages and to listen to their messages from any phone. The fee of calling the Voice mail service is regulated by the tariffs set forth in the Agreement. When using the Callback from Voice mail service, the favourable rates of the Wireless Office 2 option do not apply.

### *Call forwarding*

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

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

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

### *Conference call*

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

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

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

### *Corporate phonebook*

The service allows the Subscribers of the Wireless Office 2 group to form a phonebook. The phonebook may include the Subscriber's mobile phone number, short call number, first and last name, e-mail and address. Wireless Office 2 Subscribers can retrieve the data of the corporate phonebook via standard rate SMS (0300 70700) and on WAP (Vodafone Live/My Vodafone/My Vodafone/Phonebook). Queries can be made based on phone number (9 digits, e.g. 701234567), short call number (4 or 5 digits, e.g. 4567) or name (alphanumeric, e.g. kovács)

### *Activation and modification*

The Service Provider assumes to meet the deadline set forth in these General Terms and Conditions for other voice services in regards to connecting new customers and cancelling the Service Package. Such changes may be requested by the Subscriber once in each billing cycle. The Service Provider permits on the admin interface of the Electronic Account Information Service the persons authorized by the Subscribers and identified by password when they logging on the admin interface to configure certain settings of the Wireless Office 2 service package personally (Call forwarding, Conference call, Short call number, Corporate phonebook). These settings cannot be modified through the customer service.

#### 3.1.2.17. WAP Service

By using the WAP service the Subscriber can access with his mobile phone supporting the service certain Internet WAP content-servers and database of the Service Provider or other content providers and download information of interest, by initiating GSM data based calls. The WAP service becomes part of the Subscriber service by connecting to the system.

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

The website of Vodafone's WAP service is: [WAP.Vodafone.hu](http://WAP.Vodafone.hu). The Service Provider provides economic, political, entertainment and other information to the service users via its own website. Service Provider's WAP service is available on phone number +36 70 7000927.

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

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

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

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

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

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

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

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

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

The Service Provider will not fully assemble and put in operation the system intended to be used by the Subscriber.

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

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

The Service Provider enables Subscribers with existing subscription for Packet-switched Mobile Data Services to use these services not only Hungary, but internationally as well. The charges payable for using the services abroad, however, differ from the charges of using the services in Hungary; the current prices are listed in the “List of Rates” Annex to the General Terms and Conditions. Packet-switched Mobile Data Services are used from Vodafone's foreign partner networks the same way as in Vodafone's own network and roaming customers no to have to make any changes in comparison with the regular use of their phones or computers. The update list of Vodafone's international partner networks is displayed on the Service Provider’s website.

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

In case of GPRS/EGPRS services, the Service Provider shall fulfil the Subscriber’s cancellation request within 8 days of the receipt of the relevant communication.

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



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

Information about the service is available at Service Provider's points of sale, customer service centres and on the Service Provider's Website.

### 3.1.2.20. BlackBerry Services

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

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

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

In addition, the service allows the Subscriber to personally set 10 existing email mailboxes, so that the incoming messages and attached files are also delivered to the mobile device. The BlackBerry Mobile Email service retrieves the messages from all mailboxes and delivers those to a device supporting the BlackBerry service. The BlackBerry Mobile Email service is compatible with the mailboxes which support POP, IMAP and Microsoft Outlook Web Access, and with the assistance of a freely downloadable program (Mail Connector) supports the Microsoft Exchange 5.5, 2000 and 2003 and the IBM Lotus Domino 5.0, 6.0 6.5 mailing systems. It is important to note that the BlackBerry Mobil Email service does not function in case of mailboxes, where the operating Internet Provider applies restrictions.

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

The fees of the BlackBerry Mobil Email service are included in the "List of Rates" Annex to the current General Terms and Conditions.

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

### BlackBerry enterprise solutions

The service is only available to large *Corporations*

With the BlackBerry enterprise solutions Vodafone allows its Subscribers to immediately and automatically deliver to mobile devices the e-mail messages arriving to the corporate mailing server, to have remote access to corporate

contact list, to carry out corporate calendar functions and -in case of certain software types- to access corporate directories by remote access.

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

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

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

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

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

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

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

#### 3.1.2.21. Car SIM card Service Package

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

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

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

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

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

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

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

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

### **How does the service work?**

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

#### *Receiving calls*

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

#### *Initiating calls*

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

#### *Voice mail and Call notification*

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

#### *Caller ID Display*

The shared phone number will appear on the called party's device regardless of which card the call is made from (provided that call number sending function is enabled). Caller id display may be enabled and disabled separately for each card. When the Car SIM card service package is turned on, the settings of the Original SIM card will be applied to the Car SIM card as well.

#### *SMS, MMS*

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

#### *Roaming*

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

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

*Data service, GPRS Internet, GPRS, WAP*

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

*Account balance information (1751)*

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

*Call diversion*

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

*Vodafone Order*

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

*Dial tune*

The dial tune service is not available with the Car SIM card service package.

*Other services*

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

### **Ordering the service**

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

### **Other conditions:**

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

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

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

#### 3.1.2.22. Nokia Messaging service

With the Nokia Messaging service, the Service Provider allows its Subscribers to automatically deliver e-mail messages to mobile devices. Within the scope of this service maximum 10 private mailbox can be accessed. Corporate mailboxes cannot be accessed within the framework of this service. The Nokia Messaging service automatically retrieves messages from every mailbox. The query is not prompt in case of all mailboxes, it may vary depending on the mailbox. The service also permits downloading email attachments, replying and forwarding received email messages and sending new e-mail messages. Using the service requires devices that support the Nokia Messaging service. Information on handsets which support the service is available on the Service Provider's website ([www.vodafone.hu](http://www.vodafone.hu)).

The Nokia Messaging service can be activated in different ways depending of the type of the device used by the Subscriber. Nokia's customer service provides support in the activation process at the [www.nokia.hu/tamogatás/segítség](http://www.nokia.hu/tamogatás/segítség) web page and on phone number: 061-777-4819 on weekdays between 9 and 18 hours. The Service must be ordered and cancelled via Nokia's customer service.

Using the service requires active data connection. Data traffic is billed in accordance with the Subscriber's internet plan (option). The Service Provider expressly advises the Subscribers that a plan containing minimum 50 Mbyte data traffic per month is recommended for the Nokia Messaging service. In conjunction with the Nokia Messaging Service, the Service Provider's responsibility is limited to providing data connection, marketing activities, billing, and providing non-comprehensive information on the service. Responsibility beyond the above scope is not in Service Provider's scope of interest, with particular regard to extra costs caused by selecting a price plan which does not fit the Subscriber's data usage patterns, the availability of the mailing servers of the mailboxes that were set in the framework of the Nokia Messaging service, the time of retrieving mails from the individual mailboxes and making sure that (full) compatibility of the Nokia Messaging service is unchanged, when subscriber upgrades to new handset type.

The fees of the Nokia Messaging service are included in the "List of Rates" Annex to the General Terms and Conditions as amended from time to time.

#### 3.1.2.23. Vodafone voucher

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

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

Conditions of using Vodafone vouchers:

- Vouchers can only be used in Vodafone's brand representations for buying products and (among services) for paying the deposit and the data backup service.

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

#### Contents of Vodafone vouchers

The voucher displays the following information:

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

#### 3.1.2.24. Mobile Shopping Service

The Service Provider is entitled to bill over and resell to the Subscriber under the law and these General Terms and Conditions (together with its own services) products purchased on its own name and sold by Third Parties (hereinafter referred to as Merchant(s)), including consumer goods and services (in unchanged format) and to claim their price from the Subscriber in the electronic communications bill or from pre-paid credits.

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

During purchasing products, the Service Provider charges -as communications service- the fee of the SMS sent while using the Mobile Shopping Service according to Subscriber's pricing plan with the rate an in-network, standard fee SMS.

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

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

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

By using the Mobile Shopping Service, Subscribers can order and purchase with their mobile phone devices from the Service Provider and/or the Merchants the products displayed on the websites of the Service Provider and the Merchants, or products specified in the General Terms and Conditions of Other Services available on the Service Provider's website, up to the Individual Cap specified in Section 2.1.3.4.

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

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

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

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

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

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

#### 3.1.2.25. Mobile Content Purchase Service

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

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

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

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

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

The Subscriber has the option of changing certain settings of the Mobile Content Purchase service on the Service Provider's website and on the My Vodafone pages available on the WAP page. Liability for the changes made on the My Vodafone pages shall be borne by the Subscriber in all cases. The Subscriber also has the option of changing certain settings of the Mobile Content Purchase service via SMS (Vodafone Mobilhírnök). Liability for the changes made to the settings of the Mobile Content Purchase Service shall be borne by the Subscriber in all cases.

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

#### 3.1.2.26. The Vodafone live! (WAP) and live247.hu (WEB) mobile portals

By using the Vodafone live! (WAP) and live247.hu (WEB) mobile portals, the Subscriber can access prepaid and ad hoc premium mobile contents pursuant to the terms of service published on the Service Provider's website as amended from time to time. Prepaid and ad hoc premium mobile contents accessed through the portals will be billed with the help of the Mobile Content Purchase Service.

#### 3.1.2.27. Vodafone Mobilhírnök

By using the Vodafone Mobilhírnök service, the Subscriber is enabled to get prepaid and ad hoc SMS and MMS news services pursuant to the terms of service published on the Service Provider's website as amended from time to time.

These services are ordered on the Service Provider's WAP and Web interfaces, or by sending the free SMS code assigned to the given service from the Subscriber's mobile phone.

The prepaid and ad hoc SMS and MMS news services will be billed with the help of the Mobile Content Purchase Service.

#### 3.1.2.28. Premium-rate services

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



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

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

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

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

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

*Sent premium-rate SMS service:*

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

The Service Providers makes the **Sent premium-rate SMS service available to all Subscribers as default setting**. The Subscriber may request that the premium-rate service **be disabled** at the Service Provider's phone customer service (within network on phone number 1270, out of network on phone number 06 1288 1270), in person at the Service Provider points of sale, or within network via free SMS containing the word EHT sent to call number 1270. Such **barring request may only be made relevant to all premium-rate services jointly** (i.e. all types of premium-rate services will be disabled). At the request of the Subscriber, the Service Provider bars access to premium-rate services free of charge. After disabling the service, the Subscriber can reactivate the Sent premium-rate SMS and the Premium-rate voice call services together at the Service Provider's phone customer service (within network on phone number 1270, out of network on phone number 06 1288 1270) or in person at the Service Provider's points of sale.

*Receive premium-rate SMS service:*

The Service Provider allows Pre-paid and Post-paid Subscribers to register by sending SMS for premium-rate unlimited services and premium-rate limited services offered by the Service Provider or third parties. The registration SMS is charged according to the Subscriber's own tariff package. After this SMS, the number user informs the Subscriber by sending a free reply SMS in Hungary of the fee of the premium-rate service, the maximum number (frequency) of SMS-s sent by it during the given period, the method of cancellation and the availability of additional information on the service. The Subscriber can cancel the content service within 3 minutes of receiving the information SMS by sending back the word STOP in SMS. In the absence of such cancellation, the service will be automatically charged at the premium rate based on any SMS received from the registration number. If the

Subscriber no longer wishes to use the premium-rate service, he must expressly cancel it by sending the word STOP in SMS to the premium-rate registration number in the question.

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

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

Subscribers can also request that the all premium-rate services **be disabled** at the Service Provider's telephone customer service (within network on phone number 1270, out of network on phone number 06 1288 1270), in person at the Service Provider's points of sale, or by sending the word EHT in free SMS to number 1270 within the network. Such barring request may only be made **relevant to all premium-rate services combined** (i.e. all types of premium-rate services will be disabled).

After disabling the service, the Subscriber can reactivate certain premium-rate service types (Sent premium-rate SMS, Received premium-rate SMS and Premium-rate voice call service) together, at the Service Provider's phone customer service (within network on phone number 1270, out of network on phone number 06 1288 1270), or in person at the Service Provider's points of sale, however, the **activation** of the Received premium-rate SMS service **also requires sending the word MT in SMS to number 1270**, after the Service Provider having notified the Subscriber on the activation of the premium-rate services via SMS. (In other words, in case of Received premium-rate SMS service, reactivation is implemented in two steps after disabling all premium-rate services).

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

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

The Service Providers makes the **premium-rate voice call service available to all Subscribers as default setting**. The Subscriber may request that this premium-rate service be **disabled** at the Service Provider's phone customer service (within network on phone number 1270, out of network on phone number 06 1288 1270), in person at the Service Provider's points of sale, or within network in free SMS by sending the word EHT to call number 1270. Such barring request **may only be made relevant to all premium-rate services jointly** (i.e. all types of premium-rate services will be disabled). At the request of the Subscriber, the Service Provider bars access to premium-rate services free of charge. After disabling the service, the Subscriber can reactivate the Sent premium-rate SMS and the Premium-rate voice call services together at the Service Provider's phone customer service (within network on phone number 1270, out of network on phone number 06 1288 1270) or in person at the Service Provider's points of sale.

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

Premium-rate services will be disabled or activated within 48 hours of receiving the relevant SMS. In accordance with Government Decree no. 164/2005 (VIII. 16) both Pre-paid and Post-paid subscribers are entitled to disable and

activate Premium-rate services free of charge within the network, however, when roaming abroad the SMS sent to number 1270 and the initiated voice call will be charged at the current roaming fees.

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

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

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

The Service Provider is not responsible for the content of services provided by third parties, because its role is limited to making the network available for the provision of the service. The Service Provider is exclusively responsible for its own activity. Subscribers' complaints relevant to the number user providing the premium-rate service and the content shall be investigated by the number user providing the premium-rate service.

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

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

#### 3.1.2.29. Child safety lock service

Using the Child safety lock on the children's subscriptions permits the Service Provider's Subscribers to protect minors from the dangers arising during the use of mobile phones. The purpose of the service is to enable minors to use mobiles safely, so that contents and information that might have adverse effects are not available for them. In case of activating the service, the following content and services will not be available: on the Vodafone Live! portal, the contents rated "12" (e.g. games containing elements of violence, songs with profane language, adult videos, etc.), all Premium-rate services (Sent premium SMS, Received Premium-rate SMS, Premium-rate voice calls). The Child safety lock does not place any limitation on accessing contents on internet sites.

The Subscriber may request the activation of the Child safety lock service at the Service Provider's phone customer service (within network on phone number 1270, out of network on phone number 06 1288 1270), in person at the Service Provider's points of sale, or within network in free SMS by sending the word GYZAR to number 1270.

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

The Child Safety lock service is available free of charge.

#### 3.1.2.30. Collect donation

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

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

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

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

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

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

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

This service can be disabled along with the Premium-rate services by contacting the Service Provider's phone customer service (within network on number 1270, out of network on number 06 1288 1270) or in person at the Service Provider's of sales points.

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

As part of its corporate social responsibility program, the operator operates a charity line for the support of specified causes (such as social, environmental, natural protection and cultural matters of public benefit) on the short call number of 13670. Adománygyűjtő (Charity Fundraiser) is a foundation of public benefit established by Operator, Vodafone Hungary for Equal Opportunities in Society (registered office: 1096 Budapest, Lechner Ödön fasor 6; registry number at the Court of Budapest: 8813).

Vodafone Hungary Foundation solicits donations in the following two ways:

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

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

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

### 3.1.2.31. Electronic Account Information Service

The Electronic Account Information Service allows the Subscriber to access via Internet his billing information (pertaining to the closed billing cycle) and the Itemized call statement and to download those in various formats (PDF, Excel, formatted Excel). Information pertaining to the service operation is available at the Service Provider's points of sale, customer service and on the Service Provider's website.

The homepage of the service can be accessed through the [www.vodafone.hu](http://www.vodafone.hu) internet site. For the first time the Subscriber is allowed to log in the user interface of the service by providing the Client number and Client Security code.

In the Account Information Service –in regards to historic data- the last five digits applicable to the called party will appear on the electronic form of the Itemized call statement, uncovered or covered, in accordance with the settings made for the given billing period.

Vodafone is not liable for unauthorized persons accessing the password or the billing information , if it was caused by a conduct attributable to Subscriber or it otherwise occurred in Subscriber's scope of interest. Vodafone shall not be liable for providing compensation for the damages suffered by the Subscriber as the result of the above.

The data of the Electronic Account Information Service are indicative; the printed document sent by mail to the Subscriber is regarded as authentic document regarding the billing.

The Service Provider also enables the Subscriber to manage the order and cancellation of certain services via the Electronic Account Information Service. Information on the operation of the service and the listed of orderable and cancellable services are displayed at the Service Provider's points of sales, the customer service centre and on the following address: [www.vodafone.hu](http://www.vodafone.hu).

### 3.1.2.32. Call separation service

Call separation allows cost control. This service makes it possible to separate business-related and private use of the SIM card. This service can be used by Business Subscribers if it is available to the selected tariff package in accordance with the "List of Rates" Annex to the General Terms and Conditions.

With Call separation and based on a Subscriber's related order, the Service Provider will indicate a part of the traffic charges of a given SIM card(s) as private usage as part of the Electronic Billing System separately in the statement that can be viewed by the Subscriber. The remainder of the traffic charge and the monthly charges and one-off fees in each case qualify as business usage.

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

### 3.1.2.33. Caller ID and blocking caller ID

A subscriber may request the Service Provider's customer service that his or her phone number be displayed or blocked on the called party's phone. The Service Provider offers the following pursuant to Section 9(1) of the 2012. (l. 24.) NMHH when using mobile telephone services for voice communication:

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

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

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

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

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

### 3.1.2.34. Roaming

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

Subscribers can use the following services on roaming partner networks:

- voice call services (making and receiving calls, voice mail, call forwarding)
- short message service (sending and receiving SMS)
- data roaming services (GPRS, EDGE, 3G, HSDPA)
  - Internet (WAP, Internet, BlackBerry)
  - Videotelephony (making and receiving video phone calls)

– Sending and receiving MMS messages

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

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

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

Subscribers eligible for international roaming may use this service with the conditions described in the Vodafone World tariff package. When buying a new subscription, this service is activated automatically. Cancellation of this service can be requested on the Service Provider's website (Online Customer Service menu item), WAP page, the automated menu system of the telephone helpdesk, or via SMS.

Vodafone World's first zone offers the Eurotariff (pursuant to 717/2007/EC) developed based on EU legislation.

The charges of Vodafone World tariff package are contained in the "List of Rates" Annex to the General Terms and Conditions. During international roaming, receiving phone calls is also subject to charges.

#### 3.1.2.35. International Roaming Voice mail

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

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

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

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

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

### 3.1.2.36. Vodafone Helymondó - Flotta package

#### A detailed description of the product

Vodafone Helymondó Flotta package service was discontinued in commerce as of 25 July, 2013. The Subscribers, who on 25 July, 2013 had active subscriptions for Vodafone Helymondó Flotta package service, however, can use the service under unchanged conditions.

Vodafone Helymondó Flotta package is a service available on the Internet which helps to identify and view on an electronic map the position of the SIM cards providing the Vodafone Helymondó - Flotta package service that operate in GPS-enabled devices.

A list of devices capable of using this service, a list of available devices and the repair shops recommended for installing these devices is available on our website. For prices, contact the Service Provider. If a subscriber wishes to use the service with a device not purchased from Vodafone or purchased from Vodafone for a different purpose, Vodafone does not guarantee proper functioning of the service or the reliability of data. The SIM cards offering the Vodafone Helymondó - Flotta Package service can only be used for the global positioning service.

In this service, the SIM cards operating in devices that are capable of global positioning and are installed in vehicles and pertaining to the Subscriber's subscription, i.e. basically the positioning data of the vehicles are managed. These data, however, are the User's positioning data qualifying as his or her personal data who can be found in the vehicle.

Using this service, a Subscriber is entitled to view the position of those SIM cards only whose users have previously given their consent to it. Permission is given in writing by the user by signing a properly completed user declaration. The Subscriber is responsible for obtaining the preliminary permission from the users. Unless the Subscriber and the User is the same person, the Subscriber shall send the signed declarations to Vodafone at its request within 5 calendar days of such request.

In the case of any complaint, request from the authorities, or judicial proceedings stemming from any departure from the above, it is the Subscriber's responsibility to prove that it acted in accordance with the above.

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

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

Unless the Subscriber presents this consent within 5 calendar days or if it is inappropriate, Vodafone shall be entitled to limit the service or terminate the subscription contract for a reason arising in the subscriber's sphere of interest.

The subscription maximum applicable to small enterprises includes the subscription contracts concluded for the Vodafone Helymondó Flotta package.

#### Main functions of the user interface:

Show current position



Show position history

Alarms by SMS and/or e-mail (e.g.: when leaving or entering a given area of a given location)

Print logbook

Make reports

The data can be saved or exported into Excel. Our subscribers are reminded that they are fully responsible for lawful and safe handling of the saved data.

Positioning data are available in the system for up to 3 months. When the three months have passed since the data were captured, they will be deleted automatically.

Notification by SMS can only be requested to a Vodafone subscription.

No voice service is available in the vehicle tracking service and on the SIM cards activated for the Helymondó Flotta package. They cannot be used for other data traffic either.

The details of the service are contained in the detailed user manual available on the [www.vodafone.hu](http://www.vodafone.hu) website.

The service is only available with a new subscription purchased.

Positioning is based on GPS technology; positioning accuracy: 2 to 50 meters; this value may depend on the user's handset, the unique characteristics of the location of use as well as the weather and ad-hoc limitations (e.g. in the event of warfare) by the operator of the GPS satellite system (e.g. the United States government).

The device sold by the Service Provider cannot be turned off. The Subscriber shall make sure that the device can be turned off by installing a suitable switch, or if no switch is available, it shall obtain the User's expressed, well-informed and previous written consent to continuous management of data where it is not possible to turn off the device.

User name: to access the user interface, the phone number indicated as "Main card" is used as user name in the following format: xxyyyyyy. The Subscriber has the possibility to allow access to others on the user interface. The Subscriber is fully responsible towards the user, the Service Provider and third parties for the behaviour and the omissions of the people with access permission. Access rights can be granted by the Subscriber only with a specific purpose and in a lawful manner.

Additional technical requirements for using the service

In order to use the service - to access the user interface - the Subscriber needs an Internet access. An Internet connection is not included in the service.

To track a SIM card, a suitable device capable of GPS tracking and a SIM card activated in an appropriate tariff package are needed. The positioning device required for using this service is not part of the Vodafone Helymondó - Flotta package but they can be purchased separately from the Service Provider. The device will become the Subscriber's property. The installation charge is not included in the package and shall be paid by the Subscriber. For service shops recommended for installation, please visit the Service Provider's website.

The handset offer is only valid while stocks last, with Vodafone Helymondó Flotta package and the handset can only be used on Vodafone's network.

The Subscriber or his authorized contact person may log onto the web interface of Vodafone Helymondó ([www.helymondo.vodafone.hu](http://www.helymondo.vodafone.hu)) by using his user name. For small and medium-sized enterprises, the password required for the first login is specified in the contract. In all other cases, the Service Provider informs the contact person specified in the contract of the password via SMS. In order to ensure safe data management, please change the password at first login and keep it confidential! The contact person is responsible for the confidential treatment of the password; please do not disclose it to other persons.

#### The Service Provider's obligations

While providing this service, Vodafone will use the personal data of Subscribers and Users only to meet its obligations contained in these General Terms and Conditions and the Subscription Contract as well as other obligations required by law and, with the subscriber's consent, for its own marketing activities, direct marketing, market research and for subscriber's information by way of telephone or any other electronic means of communication (e.g. text messages, mms, e-mail), via an automatic calling machine or by post. Personal data will not be disclosed to any third party without prior notification to and permission of the data owner. This excludes cases specified by law. The data owner may, in the manner and cases specified by the provisions on data protection and electronic communications, request the customer care to delete or modify his or her personal data in the registry as well as to give information of the treated data.

#### The Subscriber's obligations

In terms of the User's personal data (including positioning data), the Subscribers will become a data handler. Data handling has to meet the requirements for purpose, necessity and proportionality. The User's voluntary and express agreement is necessary for data handling. Data handling should make it possible for the persons affected to dispose of the data relative to them, including to become acquainted with, correct, and delete the data or to suspend or prohibit data collection.

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

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

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

Considering that in addition to traffic data, positioning data are needed to provide the Vodafone Helymondó - Flotta Package service, the Subscriber expressly agrees that these data may be managed by Vodafone exclusively in order to provide the service – in accordance with applicable regulations regarding data protection and data handling – to an extend and as long as it is needed for providing the service. Also, the Subscriber shall make sure that the User's

consent to management of these data by Vodafone be available. In matters not regulated herein or in the Subscription Contract, Annex 3 of the General Terms and Conditions shall apply. The Subscriber also states that, taking into consideration the provisions of Act C of 2003 on electronic communication, it is in possession of the expressed written consent from its current User as described in this Section (the User's declaration) for the SIM cards in respect of which Vodafone has begun providing the Helymondó service. If the person of the user changes, the Subscriber must obtain the consent mentioned in this Section from these users as well. The Subscriber shall present the signed declarations at Vodafone's request within 5 calendar days of such request. Unless the Subscriber presents this consent within 5 calendar days or if it is inappropriate, Vodafone shall be entitled to limit or cancel the service. The Subscriber is fully responsible for any failure to meet this obligation or any failure to meet this obligation in accordance with the contract.

#### Other provisions

Should any subscription be suspended or limited, the Subscriber will be unable to view the devices pertaining to the suspended or limited subscription by logging in on the website or query their position history or make reports in connection with them or receive warnings. In the case of suspension or limitation, the historical data are not deleted from the system, but will be available after reactivation. For the time of suspension or limitation, the system does not capture new positioning data from the devices.

When any subscription is switched off, the positioning data for the device concerned will be deleted from the system. If the Subscriber's Main Card is switched off, it is not possible to log onto the system with any user name until a new Main Card is activated. If all subscriptions of a Subscriber are switched off, all data will be deleted from the system and it will not be possible to log in to the user interface with the user names pertaining to the Subscriber.

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

#### 3.1.2.37. Stationary Internet access service - DSL

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

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

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

When the service is used as it is intended to be used and unless otherwise specified in the Subscription Contract, the Service Provider provides the ADSL service on a continuous basis, without a data limit or a time limit.

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

On the Subscriber's side, the channels of communication (ADSL connection) is provided in each case by an electronic communication service provider based on an order placed by the Service Provider or the Subscriber.

In order to provide the electronic communication channels necessary for supplying the Service and reaching the Subscriber, the Service Provider may use the services of other service providers.

A physical condition for using the Service on the part of the Subscriber is that the Subscriber has an appropriate Subscriber access point and the appropriate terminal equipment.

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

### 3.1.2.38. Alternative Roaming service

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

Possible types of alternative roaming services:

#### - Alternative Data Roaming service:

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

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

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

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

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

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

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

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

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

### **3.2. Geographical area of service availability**

The territorial validity and limitations of the Service is contained in Section 2.1.4.2. of these General Terms and Conditions.

### **3.3. Access to emergency number services and caller location information, and a description of their use**

Emergency service numbers can be called from mobile phones free of charge and even without a SIM card.

Based on the obligation contained in Section 145(2) of Eht. and in order to answer emergency calls, the Supplier shall make available the data relative to the caller's identification and position – in a manner specified in a separate legal regulation – to the emergency services even if the caller has requested that identification be blocked and even if the caller's consent to the management of his or her positioning data is not available or has been withdrawn. Based on this obligation, the Service Provider will reveal the calling party's phone number to the called party in real time for calls made to the phone numbers of institutions that pursuant decree no. 24/1997. (III.26.) of the Ministry of the Interior (BM) are highly important for the country's operation and the supply of the population, including the police, the fire brigade and the ambulance, including calls made to "112", the single European emergency number.

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

The Service is not a universal service.

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

#### **3.5.1. Subscriber's Card (SIM card)**

An active device used to identify a subscriber eligible to use the mobile phone service. At minimum, it includes the Subscriber's identification number and the information needed to use the mobile phone services. The Subscriber's card will at all times remain the property of the Service Provider even when it has been handed over to the Subscriber by the Service Provider for use.

#### **3.5.2. Provision of a Subscriber's Card (SIM card)**

The Service Provider will give to the Subscriber a Subscriber's Card (SIM card) used to identify the Subscriber and allowing the use of the mobile phone service. This card can only be used with a suitable mobile phone.

The Service Provider will change the Subscriber's (SIM) card if it becomes defective or unfit for use for a reason not attributable to the Subscriber. In this case the card has to be handed over to Customer Care or a reseller. The Service Provider will activate the new SIM card within 48 hours of receipt of the card.

If the Subscriber's (SIM) card is stolen from the Subscriber, the Service Provider will immediately turn it off from the network at the Subscriber's request after reporting the theft. The report can be made via the Service Provider's

customer care hotline, in person, at customer service points or at the reseller partners' outlets, or in writing by letter addressed to the Service Provider's customer care. To deactivate a SIM card, the data listed in 6.2 are required. (For more information: see Section 5.1).

### 3.5.3. Access point for stationary Internet access service

A point of the telecommunications network that serves the purpose of connecting end user devices (with modem-based ADSL service, it is the Subscriber-side interface of the ADSL modem, with a service without ADSL modem and ADSL services without a phone subscription, the Subscriber-side interface of the network splitter/network terminal equipment connected to the ADSL modem).

## 4. Quality and safety of the subscriber service

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

The Service Provider shall provide a mobile phone service whose quality conforms to the requirements laid down in the Concession Agreement, ETSI-GSM 03.05, 03.30, 05.05, ITU-T E212, E213, CEPT 20-08 recommendations and in ITU-R 564-4 Report and in the legislation in force in a manner that may be reasonably expected from it, under the available and possible technical conditions, and shall make sure that the mobile phone system it operates is properly developed, operated, supervised and maintained.

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

#### 4.1.1 Individual service quality requirements undertaken by the Service Provider

##### a. Mobile radiophone service

##### VOICE QUALITY

**Target value specified by the Service Provider for the requirement:** 99 %

**Definition of service quality requirement:** a requirement that needs to be fulfilled in relation to the network element supplying the Subscriber's access point, which is ensured by the Service Provider at 2.75 PESQ value measured according to the ITU-T P.862 recommendation.

##### b. Wireless internet service

##### BANDWIDTH PROVIDED BY THE SERVICE PROVIDER

*Download speed:*

**In 2G coverage areas** for internet tariffs and internet options not including a data traffic limit and in case of packages including a data traffic limit, up to the limit: 0.23 Mbit/s

**In HSPA+ coverage areas** for internet tariffs and internet options not including a data traffic limit and in case of packages including a data traffic limit, up to the limit: 21.1 Mbit/s

**In DC-HSPA+ coverage areas** for internet tariffs and internet options not including a data traffic limit and in case of packages including a data traffic limit, up to the limit: 42.2 Mbit/s

*Upload speed:*

**In 2G coverage areas** for internet tariffs and internet options not including a data traffic limit and in case of packages including a data traffic limit, up to the limit: 0.12 Mbit/s

**In HSPA+ coverage areas** for internet tariffs and internet options not including a data traffic limit and in case of packages including a data traffic limit, up to the limit: 5.76 Mbit/s

**In DC-HSPA+ coverage areas** for internet tariffs and internet options not including a data traffic limit and in case of packages including a data traffic limit, up to the limit: 5.76 Mbit/s

**Definition of the indicator:** the upper theoretical limit of the data transmission speed assigned to the service that can be achieved during the provision of wireless internet service at the given Subscriber's access point in download and upload directions, as specified by the Service Provider in the subscription contract.

The Service Provider performs random checks according to the schedule set up in the inspection plan, which is described in detail in the relevant technical documentation.

Measurements are carried out by the Service Provider according to the ETSI EG 202 057-4 V1.2.1 document.

## GUARANTEED SPEED

**Target value specified by the Service Provider for the requirement in areas covered by any of the technologies (GPRS/EDGE/3G/HSDPA/HSUPA):** 0/0 Mbit/s.

**Definition of service quality requirement:** the lowest data transmission speed assigned to the internet access service and specified in the Subscription Contract, ensured by the Service Provider in relation to the network element supplying the Subscriber's access point in download and upload directions for all tariff packages.

### c. Stationary internet access service

#### BANDWIDTH PROVIDED BY THE SERVICE PROVIDER PER TARIFF PACKAGE

*Download speed:*

Üzleti Internet Duó S	4.9 Mbit/s
Üzleti Internet Duó M	9.8 Mbit/s
Üzleti Internet Duó L	14.7 Mbit/s
Üzleti Internet Duó 2 Mbit/s	2.5 Mbit/s

*Upload speed:*

Üzleti Internet Duó S	0.5 Mbit/s
Üzleti Internet Duó M	0.5 Mbit/s
Üzleti Internet Duó L	0.9 Mbit/s



Üzleti Internet Duó 2 Mbit/s

0.2 Mbit/s

**Definition of service quality requirement:** upper theoretical limit of the data transmission speed assigned to the service that can be achieved during the provision of stationary internet access service at the given Subscriber's access point in download and upload directions, as specified by the Service Provider in the Subscription Contract.

The Service Provider performs random checks according to the schedule set up in the inspection plan, which is described in detail in the relevant technical documentation.

#### GUARANTEED SPEED

**Target value specified by the Service Provider for the requirement in each tariff package:**

*Download speed:*

Üzleti Internet Duó S	1 Mbit/s
Üzleti Internet Duó M	3 Mbit/s
Üzleti Internet Duó L	4.9 Mbit/s
Üzleti Internet Duó 2 Mbit/s	0.2 Mbit/s

*Upload speed:*

Üzleti Internet Duó S	0.2 Mbit/s
Üzleti Internet Duó M	0.25 Mbit/s
Üzleti Internet Duó L	0.5 Mbit/s
Üzleti Internet Duó 2 Mbit/s	0.06 Mbit/s

**Definition of the service quality requirement:** the lowest data transmission speed assigned to the internet access service and specified in the Subscription Contract, ensured by the Service Provider in relation to the network element supplying the Subscriber's access point in download and upload directions.

The Service Provider performs random checks according to the schedule set up in the inspection plan, which is described in detail in the relevant technical documentation.

#### 4.1.2 Network service quality requirements ensured by the Service Provider

- a. Indicators used in case of all electronic communications services, with identical target values
  - i. DATE OF SETTING UP A NEW ACCESS POINT AND DATE OF STARTING THE PROVISION OF THE SERVICE

**Target value specified by the Service Provider for the requirement:** 15 days

**Definition of the requirement:** Date of setting up a new access point for the service and date of starting the provision of the service (HLI): Period counted from the conclusion of the subscription contract, within which the Service Provider provides access to the service requested by the Subscriber.

If the conclusion of the contract is preceded by an order, the date of receiving the valid order by the Service Provider must be taken into consideration for the calculation.

Deadline of new access points established for the service in 80% of the cases [started calendar day]

**Excluded cases:**

- Withdrawn orders;
- Uninterrupted change of service providers;
- Cases in which the service needs to be activated by the Subscriber;
- If the applicant requests postponement or a later establishment date;
- Cases in which the service contract between the Service Provider and the Subscriber is concluded based on an agreement other than the General Terms and Conditions.
- The Service Provider is unable to establish the service due to technical reasons;
- The submitted order is not suitable for being considered as legally effective.

ii. **DEADLINE FOR REPAIRING DEFECTS BASED ON AN ERROR REPORT**

**Target value specified by the Service Provider for the requirement:** 72 hours

**Definition of the requirement:** Deadline for the repair of defects based on an error report in 80% of the cases (MHI) [started hours].

**Error report:** a report made by the Subscriber in connection with the improper performance of the electronic communications contract, particularly the deterioration of quality or the impossibility of accessing the service, provided that such defect can be attributed to the electronic communications network used by the Service Provider for the service or a failure of that network. The repair deadline only applies to cases where the contract between the Service Provider and the Subscriber is concluded based on the error repair terms of General Terms and Conditions.

**Excluded cases:**

- Failure of the terminal equipment;
- The Subscriber requests postponement of the inspection or repair;
- In case of non-stationary services, if the complaint is received from an area that is outside of the area covered by the Service Provider based on published information (non-supplied area).

**Source of basic data:** The Service Provider's support system, records, error report registries.

iii. **IN CASE OF HOTLINE CALLS, PERCENTAGE OF LIVE RESPONSE FROM CUSTOMER SERVICE WITHIN 60 SECONDS**

**Target value specified by the Service Provider for the requirement:** 60%

**Definition of the requirement:** the percentage of live response by the Service Provider's hotline customer service associates within 60 seconds in case of successfully connected hotline calls, after the caller selects to talk to a customer service hotline associate within the menu system, in relation to all attempts [percent].

**Excluded cases:**

- Access to the emergency service;
- Services provided automatically, where the caller does not use any operator assistance to access information/service.

**Source of basic data:** The Service Provider's call classification and registration system.

b. Indicators used for the mobile radiophone service

i. DEADLINE FOR THE INVESTIGATION AND HANDLING OF BILLING COMPLAINTS

**Target value specified by the Service Provider for the requirement:** 45 days

**Definition of the requirement:** Billing complaint means the complaint about invoices issued by the Service Provider concerning the use of the given service, in which the Subscriber disputes the charged amount(s) and which are not considered error reports.

This indicator can only be interpreted for services subject to billing and based on the measurement of data traffic.

In case of billing based on the measurement of data traffic, the deadline for the investigation and handling of billing complaints received in 80% of the cases (SZKI) [started calendar day]

**Excluded cases:**

- Complaints related to invoice queries (request for information);
- The issuance of the invoice;
- Error reports.

**Source of basic data:** The Service Provider's support system, records, billing complaint documentation.

ii. ANNUAL AVAILABILITY OF THE SERVICE

**Target value specified by the Service Provider for the requirement/indicator:** 99.25%

**Definition of the requirement:**

$$\text{Availability} = \frac{\text{AUT}}{\text{AUT} + \text{ADT}} \times 100 \%$$

Where

ADT means total downtime (period between the interruption of the base service and the recovery thereof)

AUT means time of operation (period between the launch of the base service and the interruption thereof)

AUT + ADT means total time of observation.

**Source of basic data:** The Service Provider's support system, the central counters.

iii. PERCENTAGE OF SUCCESSFUL CALLS

**Target value specified by the Service Provider for the requirement:** 98.5%

**Definition of the requirement:** Percentage of successful calls within the specified period in relation to the total number of attempted calls (SHA) [%].

An annual quality indicator specified by the Service Provider. The Service Provider takes into account the total amount of network traffic for the specification of the indicator, based on the data traffic in a selected month.

**Source of basic data:** The Service Provider's support system, the central counters.

iv. TIME OF BUILDING UP A CALL

**Target value specified by the Service Provider for the requirement:** 6 seconds

**Definition of the requirement:** The time of building up a call means the period required to establish a connection. When determining this quality indicator during the data collection period, the average build-up time of the fastest 95% of calls was used as a basis (HFI) [started seconds].

**Source of basic data:** Data recorded by the test equipment.

v. PERCENTAGE OF SUCCESSFUL TEXT MESSAGE TRANSMISSION

**Target value specified by the Service Provider for the requirement:** 90%

**Definition of the requirement:** Percentage of text messages received by and successfully forwarded from the SMS centre of the Service Provider in relation to all messages received by the SMS centre [%].

**Source of basic data:** Data recorded by the test equipment.

c. Indicators used for wireless internet service

i. TIME OF INVESTIGATING AND HANDLING BILLING COMPLAINTS

**Target value specified by the Service Provider for the requirement:** 45 days

**Definition of the requirement:** Billing complaint means the complaint about invoices issued by the Service Provider concerning the use of the given service, in which the Subscriber disputes the charged amount(s).

This indicator can only be interpreted for services subject to billing and based on the measurement of data traffic.

In case of billing based on the measurement of data traffic, the deadline for the investigation and handling of the received billing complaints in 80% of the cases (SZKI) [started calendar day]

**Excluded cases:**

- Complaints related to invoice queries (request for information);
- The issuance of the invoice;
- Error reports.

**Source of basic data:** The Service Provider's support system, records, billing complaint documentation.

ii. SERVICE AVAILABILITY

**Target value specified by the Service Provider for the requirement:** 99.25%

**Definition of the requirement:**

$$\text{Availability} = \frac{\text{AUT}}{\text{AUT} + \text{ADT}} \times 100 \%$$

Where

ADT means total downtime (period between the interruption of the base service and the recovery thereof)

AUT means time of operation (period between the launch of the base service and the interruption thereof)

AUT + ADT means total time of observation.

**Source of basic data:** The Service Provider's support system, the central counters.

iii. AVERAGE AVAILABLE DOWNLOAD AND UPLOAD SPEED

**Target value specified by the Service Provider for the quality indicator:**

*Download speed:*

**In GPRS/EDGE coverage areas** for internet tariffs and internet options not including a data traffic limit and in case of packages including a data traffic limit, up to the limit: 0.15 Mbit/s

**In 3G coverage areas** for internet tariffs and internet options not including a data traffic limit and in case of packages including a data traffic limit, up to the limit: 0.3 Mbit/s

**In 3G/HSDPA/HSUPA coverage areas** for internet tariffs and internet options not including a data traffic limit and in case of packages including a data traffic limit, up to the limit: 2 Mbit/s

*Upload speed:*

**In GPRS/EDGE coverage areas** for internet tariffs and internet options not including a data traffic limit and in case of packages including a data traffic limit, up to the limit: 0.07 Mbit/s.

**In areas with 3G coverage**, for internet tariffs and internet options not including a data traffic limit and, in case of packages including a data traffic limit, up to the limit: 0.3 Mbit/s

**In areas with 3G/HSDPA/HSUPA coverage**, for internet tariffs and internet options not including a data traffic limit and, in case of packages including a data traffic limit, up to the limit: 1 Mbit/s

*Download and upload speed for internet tariffs and internet options including a data traffic limit and, after reaching the data traffic limit, a restriction*

In case of internet tariffs and internet options including a data traffic limit, after reaching the data traffic limit, the download and upload speeds are specified by the Service Provider differently for each tariff package; individual download and upload speeds are included in the Annex to the General Terms and Conditions entitled "List of Rates".

**Download speed in case of internet tariffs and internet options including a data traffic limit after reaching the data traffic limit:**

0.01 Mbit/s

0.06 Mbit/s

0.12 Mbit/s

0.15 Mbit/s

**Upload speed in case of internet tariffs and internet options including a data traffic limit after reaching the data traffic limit:**

- 0.01 Mbit/s
- 0.016 Mbit/s
- 0.8 Mbit/s
- 0.125 Mbit/s

**Definition of the quality indicator:** The download and upload speed that can be used on average by the Subscribers in relation to the network element supplying the Subscriber's access point.

The Service Provider performs random checks according to the schedule set up in the inspection plan, which is described in detail in the relevant technical documentation.

Measurements are carried out by the Service Provider according to the ETSI EG 202 057-4 V1.2.1. document.

d. Indicators used for the stationary Internet access service

i. SERVICE AVAILABILITY

**Target value specified by the Service Provider for the quality indicator:** 98%

**Definition of the quality indicator:**

$$\text{Availability} = \frac{\text{AUT}}{\text{AUT} + \text{ADT}} \times 100 \%$$

Where

ADT means total downtime (period between the interruption of the base service and the recovery thereof)

AUT means time of operation (period between the launch of the base service and the interruption thereof)

AUT + ADT means total time of observation.

**Source of basic data:** The Service Provider's support system, the central counters.

Further undertakings made by the Service Provider concerning the service quality:

- i. Percentage of telephone connections interrupted in ways other than voluntary disconnection (call drop rate)  
Percentage of calls disconnected due to a network failure. The Service Provider undertakes that this value will not exceed monthly five (5) per % in relation to the total number of calls.
- ii. Period of temporary service suspension throughout the country (in hours, broken down by month)  
The Service Provider undertakes that country-wide service interruptions due to scheduled maintenance works will take place between midnight and 5 AM, and that such works will not exceed (1) hour per month and four (4) hours per year.

- iii. Period of temporary service suspension in local areas (in hours, broken down by month)  
Service interruptions affecting local areas due to maintenance works shall not take longer than one (1) hour per month.

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

*Special provisions for flat-rate wireless Internet tariff packages*

The Service Provider's wireless Internet service is based on shared resources, i.e. using network resources shared by users. Users can also affect each other's data transfer rates. As a result, excessive use of these resources by even one Subscriber can negatively affect all other users (result in negative user experience). This is a fundamental characteristic of mobile Internet services. Usage of the network resources as described above may worsen network performance and, consequently, service quality. In view of the above, to ensure proper operation of the network and to improve the average customer experience, in line with the guidelines for network usage, supported by the Council of Hungarian Internet Providers (available at <http://www.iszt.hu/iszt/aup.html>), the Service Provider reserves the right to slow down data speed without imposing a limitation on downloadable data volume as follows:

- a) For the Subscribers of certain tariff packages, specified in the "List of Rates" Annex to The Service Provider's General Terms and Conditions, the Service Provider may flexibly and depending on the current usage load of the network, slow down data speed in a given billing period when the domestic data traffic contained in the monthly charge has been used up. When the billing cycle is terminated, the speed will cease to be slowed down. In addition, the Dynamic service quality regulation, described in b) below, will also apply to these tariffs.
  
- b) For the wireless Internet tariff packages and options specified in the "List of Rates" Annex to the General Terms and Conditions, the Service Provider may employ Dynamic quality of service regulation - hereinafter referred to as QoS - to protect normal users when the Subscriber uses the network resources excessively. Excessive use of network resources means that the Subscriber's data traffic in a given billing cycle exceeds 15 GB (Excess Traffic Subscriber). QoS is applied in compliance with standards 3GPP TS 23.107 and ETSI TS 123107 V.9.0.0. (a description of the regulations referred to is available on the following websites: [www.etsi.org](http://www.etsi.org) and [www.3GPP.org](http://www.3GPP.org)). An Excess Traffic Subscriber will get lower priority than other Subscribers when allocating network resources and whenever the network is overloaded the other Subscribers will be more likely to access network resources than the Excess Traffic Subscriber. As a result, a Subscriber not reaching 15 GB data traffic will, at the time of network overload and under identical circumstances, be allowed data communication at a higher speed than an Excess Traffic Subscriber. With normal network load, an Excess Traffic Subscriber is not discriminated against other Subscribers and may use the network at the same speed as normal users. The Service Provider may assign an Excess Traffic Subscriber to a lower QoS priority level only in the current billing cycle when 15GB data traffic is reached or in the subsequent billing cycle.

The Service Provider will provide the guaranteed download and upload speed specified in Section 4.1. of the General Terms and Conditions regardless of the cause of limitation.

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

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

##### 4.3.1. Service interruption, suspension

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

##### 4.3.2. Restriction of the Service

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

##### 4.3.3. Termination of a Subscription contract

The Service Provider may terminate a Subscription contract with 15 days' notice, as laid down in Section 12.4.2.

##### 4.3.4. Blacklisting a Subscriber's terminal equipment

The Service Provider is entitled to blacklist mobile phones or the Subscriber's other terminal equipment with which a Subscriber hinders or threatens proper operation of the Service Provider's network, including but not limited to the following devices

- a) terminal equipment without a certificate of compliance,
- b) terminal equipment with improper interface,
- c) terminal equipment using a Subscriber's Service to provide network services,
- d) terminal equipment employed to use packet switched (GPRS) services and to engage in unlawful activity.

#### **4.4 Conditions for connecting subscriber's terminal equipment**



- 4.4.1 Subscribers may use only terminal equipment complying with applicable Hungarian standards and regulations. Subscribers may connect to the Subscriber access point only standard terminal equipment with certificate of compliance and proper interface.
- 4.4.2 If the Subscriber uses unsuitable terminal equipment and, as a result, causes damage to him- or herself, the Service Provider may not be held liability for any resulting damage. If a Subscriber causes damage to the Service Provider or a third party by using unsuitable terminal equipment, the Subscriber shall compensate the Service Provider or the third party for the damage caused.
- 4.4.3 Mobile phones stolen from the Subscriber or lost will be blacklisted by the Service Provider, if requested by the Subscriber, for a period of up to one year. To do so, in addition to submitting a written request, the Subscriber shall verify his or her right of disposal over the handset intended to be blocked (e.g. with a bill, Subscription contract, etc., containing the IMEI number and the Subscriber's details).
- 4.4.4 The Service Provider is entitled to blacklist the mobile phone handset sold to the Subscriber through the specific subscription contract at a discounted price, if the Subscription contract is terminated before expiry of its definite time for a reason beyond the Service Provider's control and if the Subscriber failed to fulfil its obligation to pay to the Service Provider the sum specified for such cases in the Subscription contract.
- 4.4.5 The Service Provider is entitled to blacklist mobile phones or the Subscriber's other terminal equipment with which a Subscriber hinders or threatens proper operation of the Service Provider's network, including terminal equipment without a certificate of compliance, terminal equipment with unsuitable interface, and terminal equipment using the subscriber service to provide network services.

## **5. Suspension and restriction of the service**

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

A service is interrupted if fulfilment of a Subscription contract is temporarily impeded.

- 5.1.1. The Service Provider shall interrupt a subscriber service at the Subscriber's request in consideration of Section 135(1) of Eht from the time of the notification until the time specified in the request for re-activation.
- 5.1.2. With fixed-term subscription contracts, the possible interruption period is at least one month and at most six months. In this case, the duration of the subscription contract is extended for the duration of the interruption.

- 5.1.3. With contracts for indefinite time, the possible interruption period is at least one month and at most 12 months.
- 5.1.4. If a subscriber service is interrupted at the Subscriber's request, the Subscriber shall pay the monthly charges specified in Tariffs for the time of interruption.
- 5.1.5. A subscriber service may be interrupted:
  - 5.1.5.1. by informing the Subscriber with at least 15 days' notification prior to interruption due to network reconstruction, renovation, replacement, or maintenance - in case no other economical technical solution is available that would not require interruption – which may not exceed 1 day per calendar month;
  - 5.1.5.2. in the case of an unforeseeable and unavoidable external cause (force majeure).
- 5.1.6. Other cases of interrupting a subscriber service based on the decree no. 6/2011. (X.6.) of the president of the National Media and Infocommunications Authority (NMHH) on the detailed rules for electronic communications subscriber services:
  - 5.1.6.1. After unambiguously identifying the Subscriber, the Service Provider shall at the Subscriber's request immediately interrupt the mobile phone service if the reason of notification is a loss or theft of the SIM card. The Service Provider may not pass on any charges, incurred in the period between the Subscriber's request and the interruption of the service, to the Subscriber.
  - 5.1.6.2. With Business Subscribers in liquidation, bankruptcy proceedings or final settlement, the Service Provider is entitled to interrupt the service from the time when such conditions have occurred until the Subscriber pays a collateral equalling 12 monthly charges of the service. When the subscriber becomes insolvent, the Service Provider will invite the Subscriber to transfer the Subscription contract within 30 (thirty) days. Should this fail, the Subscription Contract will be terminated as described in Section 12.4.10.
  - 5.1.6.3. When the service has been restricted for 15 days and unless the Service Provider exercises its right of termination provided by Section 134(7) of Eht., the service may be suspended for up to six months. In this case, the Service Provider may not charge any costs during such suspension. If the reason for the suspension of the service invariably persists, the Service Provider may terminate the subscription contract on the last day of service suspension by giving 15 days prior notice.
  - 5.1.6.4. 5.1.6.4. For stationary Internet access service, the subscriber service is interrupted from the cancellation of the subscriber access point until transfer to a location where the service can be used is completed. Other provisions concerning transfer are contained in Section 9.3. of these General Terms and Conditions.
- 5.1.7. In order to eliminate the possibility of incidents and threats affecting security and network unity and in order to reduce such adverse effects, the Service Provider may:

- 5.1.7.1. interrupt the service as provided by law in order to protect Hungary's interests in terms of national defence, national security, economy and public safety (counter terrorism, fight against drug traffic, in particular).
- 5.1.7.2. suspend the Subscription Contract for the entire duration of the notice period if termination occurs because based on available data and information the subscriber is likely to have misled the Service Provider about an essential condition the data contained in the Subscription Contract, in particular, for the purposes of concluding the contract or using a service.
- 5.1.8. If interruption is due to a reason pertaining to the Service Provider's sphere of interest – not including regular maintenance – or the interruption is due to a reason not pertaining to either party's sphere of interest, the Subscriber is not obliged to pay charges for the period of interruption. If interruption in any given calendar month exceeds 48 hours, the Service Provider shall repay one month's subscription fee. The Service Provider will assume no responsibility for any damage caused in connection with Service outage or interruption.
- 5.1.9. The subscription fee does not need to be repaid if interruption is due to force majeure in case the Service Provider can verify that it made every reasonable effort to eliminate the cause of the interruption within the specified time limit.
- 5.1.10. If the Subscriber has subscribed to mobile phone and stationary Internet service through a package which based on its conditions and pricing can be regarded as a standalone product, it is not possible to interrupt services forming a part of such a package at the Subscriber's request separately due to reasons of technology and billing.
- 5.1.11. At the end of the interruption period requested by the Subscriber, the Service Provider shall re-activate the service. If no intervention needs to be made on-site, the Service Provider may not charge a special fee for reactivation. If on-site intervention is needed for reactivation, the Service Provider may charge a justified and reasonable one-off fee.
- 5.1.12. During the period of interruption a charge specified in the "List of Rates" Annex to the General Terms and Conditions.
- 5.1.13. If the SIM card or the mobile phone is stolen, it has to be verified to the Service Provider by presenting a copy of the complaint made with the investigative authorities. If the SIM card is stolen or lost, the duration of the fixed-term contract will be extended for the time elapsed from requesting suspension of the service until the SIM card is replaced and activated. The provisions of the General Terms and Conditions concerning the maximum interruption time apply to such cases. The replacement of the card is subject to payment - based on the currently valid Tariffs.
- 5.1.14. In the case of fixed-term contracts, the Subscriber has 14 calendar days to replace the SIM card before the Service Provider may require the Subscriber to pay a reduced, justified and reasonable fee for the period of suspension.
- 5.1.15. If the Subscriber has subscribed to mobile phone and stationary Internet access service through a package which based on its conditions and pricing can be regarded as a standalone product, the

Service Provider will make it possible to interrupt specific service elements separately in the following cases:

- if the SIM card provided to use the mobile phone is lost or stolen, until the SIM card is replaced, and
  - in the case of transfer of stationary Internet access service, in the transfer period.
- In the above cases, while a given service element is interrupted, the other service element will invariably be available. The charges payable in the case of partial interruption are contained in the Annex entitled "List of Rates".

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

5.2.1. When a subscriber service is restricted, the Service Provider is entitled to limit the traffic initiated by and terminated by the Subscriber, or to reduce quality or other parameters of the subscriber service. Even if a Service is limited, the Service Provider will provide the following mobile phone services:

- a. the possibility to call the Subscriber in Hungary;
- b. forwarding of emergency calls;
- c. possibility to call the Service Provider's customer care;
- d. the possibility to call the Service Provider's call centre to report problems.

If the Subscriber uses several Subscriber Services under one Individual Subscription Contract, this restriction will only apply – with the exception of the cases of misrepresentation specified in section 5.2.2.5 and billing debts specified in section 5.2.2.3 – to the technically feasible extent, to the services affected by the breach of contract by the Subscriber.

5.2.2. The Service Provider is entitled, by simultaneously notifying the Subscriber, to limit usage of a subscriber service, in particular the traffic initiated by and terminated by the Subscriber (directed at the Subscriber's access point) or the quality or other parameters of the subscriber service in the following cases:

5.2.2.1. the Subscriber hinders or threatens the proper operation of the Service Provider's network, in particular (but not limited to) if the Subscriber connects to the subscriber's access point terminal equipment that has no certificate of compliance or no suitable interface, or for instance uses packet-switched (GPRS-based) services to perform activities described in Annex 4 entitled Ethical rules for using packet-switched data transmission services.

- b) the Subscriber resells the subscriber service to a third person without the Service Provider's consent,

- c) the Subscriber uses the subscriber service to provide network services,
  - d) based on available data and information the subscriber is likely to have misled the Service Provider about an essential condition - personal data, in particular - for the purposes of concluding the contract or using a service.
- 5.2.2.2. the Subscriber using the service resells the subscriber service to a third person without the Service Provider's consent, or uses it to provide network services;
- 5.2.2.3. the Subscriber has due debts even after the – at least 30 days– deadline specified in the notice on unpaid bills, and the Subscriber failed to give a collateral to the Service Provider as specified in the General Terms and Conditions in order to provide a collateral for payment of the debts;
- 5.2.2.4. the consumption of the subscriber has exceeded the amount, volume of calls, messages or data defined in the General Terms and Conditions or Subscription Contract as the upper limit of usage concerning the given service. After reaching 50 percent of the Individual Value Limit or the data volume available for downloading, the Operator will notify the Subscriber or the official contact person designated by the Subscriber once, by SMS, email or a pop-up window displayed on computer, within the discretion of the Operator.
- 5.2.2.5. the Service Provider is entitled to restrict the service if based on available data and information the subscriber is likely to have misled the Service Provider about an essential condition - personal data, in particular - for the purposes of concluding the contract or using a service. The Service Provider will limit the service if during a data check with the Subscriber by phone the Subscriber has a strong reason to believe that when the Subscription Contract was concluded, the Service Provider was misled or confirmed in error (including if e.g. during a data check it is likely that a Subscriber's data have been misused). The service is reactivated if the Subscriber contacts the Service Provider through its Customer Care within 15 days of the day of the limitation, the Subscriber's data are checked by phone, and the Subscriber is able to provide the data indicated in the Subscription Contract. Unless the data check by phone takes place within 15 days, the Subscriber's all obligations arising from the Subscription Contract become due.
- 5.2.2.6. if based on the data and information available it is likely that the Subscriber uses the service for unlawful purposes or in an unlawful manner.
- 5.2.3. If the Subscriber eliminates the reason for restriction and the Service Provider becomes credibly aware of this, the Service Provider shall terminate the restriction within 72 hours of the subscriber's request. The Service Provider charges an administration fee for reactivating the Service.
- 5.2.4. Information about the amount determined as the upper limit of usage (Unique Value Limit) is contained in Section 2.1. of these General Terms and Conditions, and the information about downloadable data volume are contained in Section 4.2. of the General Terms and Conditions. After 80 percent of the Unique Value Limit or the downloadable data quantity is reached, the Service Provider will notify the Subscriber or the official contact person appointed by the Subscriber once - at his or her discretion - by text message, e-mail or a pop-up window.

5.2.5. The Service Provider will notify the Subscriber or the official contact person appointed by the Subscriber as described in the previous Section when the Unique Value Limit or the downloadable data volume is exceeded and inform him or her of the measures required to continue using the full service and announce the costs of usage beyond the specified limit value.

5.2.6. The Service Provider is entitled to charge for the time of service limitation only a fee that is in proportion with the service provided. This fee is contained in the "List of Rates" Annex to the General Terms and Conditions.

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

### 6.1. Targets for troubleshooting, the procedure for registering trouble reports and for troubleshooting

#### 6.1.1. The definition of trouble report

An announcement made by the Subscriber, which is related to a provision of an electronic communications service that is not in accordance with the subscription contract, in particular to reduced service quality or termination of use, and is attributable to the electronic communications network used by the Service Provider for the service or to a defect of the network.

The Service Provider answers subscribers' trouble reports on its customer care phone number 1270 that can be called free of charge within Vodafone's network and domestically or on 3612881270 billed based on the caller's tariff package.

The troubleshooting time only applies to cases where the Service Provider enters into a contract with the Subscriber with the troubleshooting conditions contained in the General Terms and Conditions.

6.1.2. The Service Provider enters into a contract with the Subscriber with troubleshooting conditions for the following cases:

Error type	Troubleshooting
Mobile phone error. <sup>1</sup>	The Service Provider to repair a defective handset during the warranty period within 15 days of handover and 30 days when such repair is subject to payment.
SIM card error.	Within 48 hours of handover of the new SIM card. The Service Provider will hand over the new SIM card upon takeover of the defective card, or upon special agreement, have it delivered by courier service.
Locally (in the area supplied by the individual base station controllers), the basic service is not available.	The Service Provider will allow usage of the basic service within 72 hours of reporting the problem.

<sup>1</sup> Service Provider's liability related to mobile phone errors, as included in the conditions of guarantee/warranty, is limited to devices sold by Service Provider.

The basic service is not available in the entire network.	The Service Provider will allow usage of the basic service within 72 hours of reporting the problem.
In the case of mobile phone services, locally (in the area supplied by the individual base stations), a failure to make calls if such failure is due to a reason pertaining to the Service Provider's sphere of interests, and the interruption of a call was the intention of none of the parties to a call.	The Service Provider will eliminate the problem causing call interruption or failure within 72 hours of reporting.
In the case of mobile phone services, in the entire network, a failure to make calls if such failure is due to a reason pertaining to the Service Provider's sphere of interests, and the interruption of a call was the intention of none of the parties to a call.	The Service Provider will eliminate the problem causing call interruption or failure within 72 hours of reporting.

- 6.1.3. When an error is reported, the Service Provider shall investigate the report within 48 hours of reporting and notify the Subscriber based on the investigation carried out whether
- further investigations are needed on site, at the subscriber's access point or affecting that, indicating the time of such investigation (year, month, day, four-hour period that may range from 8 a.m. to 8 p.m.), or
  - the defect could not be detected during the investigation or the defect did not occur for a reason pertaining to the Service Provider's sphere of interests.
- 6.1.4. The Service Provider will repair the defect reported by a Subscriber and proved to be real based on its error identification procedure and pertaining to its sphere of interests within 72 hours of reporting. If consent from a third party (including authorities, public utility or real estate owner), the above time limits will be extended for the time needed to obtain such consent. The Service Provider shall request such consent from a third party within 48 hours.
- 6.1.5. Services and devices which due to the nature of the Internet are not provided by the Service Provider or are not part of the Service provided by the Service Provider are excluded from the Service Provider's sphere of interest.
- 6.1.6. If the investigation or repair is only possible on site, i.e. in the Subscriber's premises, and the time selected by the Service Provider for investigation or repair is not convenient for the Subscriber, then the time elapsed from the time suggested by the Service Provider to the new time previously agreed by the Subscriber will not be included in the deadline available for repairing the defect.
- 6.1.7. If the Service Provider and the Subscriber have agreed on the time of the investigation or repair, and the defect could not be repaired at the agreed time for a reason beyond the Service Provider's control,

then the deadline available for correcting the defect will be extended for the time passed from the time, proved to be inconvenient for a reason beyond the Service Provider's control until the new, convenient time mutually agreed by the parties upon the Service Provider's initiative.

- 6.1.8. The Service Provider will immediately notify the Subscriber as soon as the defect has been repaired. The Service Provider may meet its obligation to notify the Subscriber by announcement or the repair of the defect on site simultaneously.
- 6.1.9. The defect will not qualify as corrected if the subscriber again reports the trouble identified in the original trouble report within 72 hours of notification sent by the Service Provider concerning a repair of the problem. In this case, the time elapsed from notification sent by the Service Provider concerning a repair of the problem until a repeated trouble report by the Subscriber will not be included in the deadline available for repairing an error.
- 6.1.10. The Service Provider may not charge for a defect reported by a Subscriber and proved to be real as a result of the Service Provider's trouble identification procedure and pertaining to its sphere of interests. Also, apart from the costs incurred by the Service Provider (repair, on-site inspection) and providing access to the Subscriber's premises during trouble identification and repair it may not pass on any obligations requiring the Subscriber's co-operation to the Subscriber.
- 6.1.11. In the case of erroneous trouble reporting in cases where the defect does not pertain to the Service Provider's sphere of interests, the Service Provider may charge to the Subscriber the one-off fee specified in Tariffs (if it could be established during an inspection on site that a trouble is beyond the Service Provider's control; of the Subscriber insisted on an in-site measurement).
- 6.1.12. The Service Provider shall confirm the trouble reports made by the Subscriber, make sound recordings and enter those in the relevant register. The register contains the following information:
  - the notification address or other ID of Subscriber;
  - the subscriber's call number or other ID;
  - description of the error;
  - the time and date of the error report (year, month, day, hour);
  - actions taken to locate the cause of the error and their results;
  - cause of the error;
  - the method, time and date of the repair of the error (year, month, day, hour) and the result (lack of result and the cause);
  - the method and time of the notification of the subscriber, especially on the confirmation of the report of the Subscriber, the method, time and date of the repair of the error (year, month, day, hour) and the result (lack of result and the cause).

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

## **6.2. Handling and procedure of subscribers' reports and complaints (handling of billing complaints, penalties and claims for damages)**

- 6.2.1. Subscriber reports include subscriber complaints and trouble reports.



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

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

#### 6.2.2. Reporting to the Service Provider

6.2.2.1. A Subscriber's reports may be made by the Subscriber or his or her agent authorized to keep Individual Contact at the Service Provider's customer care and points of sale either verbally or in writing. For a list of points of sale, visit [www.vodafone.hu](http://www.vodafone.hu).

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

Central Customer Care:

- (a) address: 1062 Budapest, Váci út 1-3. (Westend City Centre, can be visited by person);
  - (b) phone: on 1270, which can be called within the Service Provider's network domestically free of charge, or: +3612881270 billed based on the caller party's tariff package
  - (c) opening hours: Monday-Wednesday: 10.00-21.00, Thursday: 08.00-21.00, Friday-Saturday: 10.00-21.00, Sunday: 10.00-18.00;
  - (d) postal address: 1476 Budapest, Pf. 350.;
  - (e) fax number: +36 1 288 4270;
  - (f) e-mail address: [ugyfelszolgalat.hu@vodafone.com](mailto:ugyfelszolgalat.hu@vodafone.com).
- 6.2.2.3. For administration at the Customer Care (by phone, in writing, in person), the Service Provider may request the Subscriber to give the customer safety code provided by the Subscriber (4-6 digit, in Arabic numerals) and any other data specified in the Subscription Contract. The Service Provider may also request the Subscriber to give his or her other telephone number pertaining to the same customer number or any other telephone number where he or she can be called back immediately. If – in the cases specified by the Service Provider – these codes must be given and the Subscriber fails to fulfil this requirement, Vodafone will reject the Subscriber's request.
- 6.2.2.4. During the complaint investigation and trouble identification procedure, the Subscriber is obliged to provide all data which in the Service Provider's opinion, are indispensable for investigating a report. If the Subscriber fails to provide the Service Provider with the data requested, the Service Provider is not obliged to deal with the report effectively.
- 6.2.2.5. When using MobilVásárlás Service, a product/service intended to be ordered/purchased is supplied by a third person other than the Service Provider and the Subscriber, complaints regarding the price and quality of the product/service, or any other conditions of the purchase will not be handled by Vodafone's customer care. In connection with the MobilVásárlás Service, Subscribers may contact the Service Provider with complaints regarding causes occurring in the Service Provider's own sphere of interests.

#### 6.2.3. Handling reports by the Service Provider

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

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

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

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

6.2.3.4. Verbal complaints made at the Service Provider's customer service shall be answered by the Service Provider in writing within 30 days after receipt, unless the Service Provider immediately remedies the complaint made personally. The minutes of complaints made at the Service Provider's points of sale shall be answered by the Service Provider's Central Customer Service in writing within 30 days.

Written complaints shall be investigated and answered within 30 days.

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

6.2.3.5. The Service Provider will keep records of the reports and the reports - unless they are immediately remedied – are recorded electronically. The Service Provider will store the report in its records and database for a period of five years and make sure that the data may be retrieved. In the case of trouble reports, the database contains the subscriber's name or other identifier, telephone number, or billing ID, the manner and time of reporting, the subject of the report, the result of the investigation, the measures taken, as well as the way and time of notification.

6.2.4. Handling billing complaints by the Service Provider

6.2.4.1. If a Subscriber challenges the amount of a fee charged by the Service Provider, the Service Provider will immediately record the report (billing complaint) and is not entitled to terminate the Subscription Contract in accordance with Section 12.4 of the General Terms and Conditions until the investigation of the complaint is completed.

- 6.2.4.2. If a Subscriber disputes the amount of a fee indicated in an invoice in his or her report made with the Customer care before expiry of the payment deadline, and the Service Provider fails to reject the complaint within 5 days, the deadline for payment of the item disputed in the report will be extended for the time needed to investigate the complaint.
- 6.2.4.3. Complaints received after expiry of the payment deadline have no delaying force regarding the payment of the amount indicated in the disputed invoice. The Service Provider will investigate a report in detail within 30 days of receipt of such report and respond in writing.
- 6.2.4.4. If the closed nature of its billing system regarding the service affected by a complaint is certified by a certification organization appointed by the minister, the Service Provider is entitled to terminate the Subscription Contract pursuant to Section 12.4 of the General Terms and Conditions, even if the Subscriber made its billing complaint before expiration of the payment deadline. The payment deadline will not be extended for the time of investigation a billing complaint even if the Service Provider failed to reject the report within 5 days.
- 6.2.4.5. If cases of doubt, the Service Provider shall prove the correctness of billing items. If the Subscriber disputes the actual amount of the fee demanded by the Service Provider, the Service Provider shall prove that its network is protected from unauthorized access and its billing system is closed, and that the fee was invoiced and priced correctly. Unless proved otherwise, the Service Provider has no obligation of proof in connection with its billing system if the closed nature of its billing system is certified regarding the service affected by the complaint by a certification organization appointed by the minister.
- 6.2.4.6. The Service Provider shall not be held responsible for the contents of services provided by third parties as it only makes available its network to provide the service. The Service Provider's responsibility extends to its own activity only. In the case of complaints concerning services providing content or mobile purchases Management, the complaints concerning contents or the purchase, the purchased product or service or the content provider shall be investigated by the content provider. With regard to related reports, the organization or person providing the content, or the purchased product or service is competent, whereas reports regarding the charges of purchased product or the billing thereof need to be made by the Subscriber with the Service Provider.
- 6.2.4.7. The Service Provider will notify the Subscriber of the result of the report in writing. If the Service Provider approves of a report, the Service Provider will credit the falsely calculated amount - if it has already been paid by the Subscriber to the Service Provider - in the case of monthly regular payment obligation in next month's monthly settlement, or else within thirty (30) days of making a decision on the report – at the Subscriber's discretion – in a lump sum on the Subscriber's account or repay the amount in a lump sum by paying an annual default interest of 12 percent for the difference between the amount falsely calculated by the Service Provider and the one already paid by the Subscriber, calculated from the day when the fee was paid.
- 6.2.4.8. The Service Provider is not entitled to terminate the Subscription Contract if a Subscriber disputes the actual amount of its debts, and, in order to settle the dispute, the Subscriber has filed a petition with an authority or any other organization entitled to decide in a legal dispute, provided that the Subscriber invariably pays the undisputed and due subsequent charges for using the service.

6.2.4.9. At the Subscriber's request, the Service Provider will make sure by observing the rules for data management that the Subscriber could view free of charge the statement of traffic and billing data (detailed call list) necessary for calculating the payable fee before such managed data are deleted. The Service Provider prepares a detailed call list in all cases not later than within 30 days of receipt of such request.

6.2.4.10. The detailed call list is available on an ad hoc basis, for a definite time or until revocation.

#### 6.2.5. Recording, storing and making available phone call recordings

The Operator will credit voice recordings of approaches, complaints and reports made to the telephone numbers of the customer service affecting the legal relationship of subscription, furthermore, on communication by telephone between the Operator and the Subscriber, of the outgoing calls originated from these, in order to check the quality of customer service activity, or to provide evidence for the deliberation of any debate or legal dispute between the customer and the operator, which may be stored in a retrievable manner - with the exception of the case specified in section 6.1.12 of the General Terms and Conditions - for at least 1 (one) year, but not longer than 5 (five) years. As the main rule, the Operator records the calls; however, it may happen that certain conversations do not get recorded owing to technical problems. If the Subscriber as calling party does not agree to such voice recording, he or she may act in a specific matter only in person.

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

No longer than within 30 days of request by the Subscriber made to the Service Provider (or calculated from handover of the medium, or at any Authority's request within the time specified in the request,

the Service Provider will make available a copy of the recording by handing it over on a medium (DVD/CD) to the Subscriber.

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

At the Subscriber's discretion, a copy of the recording may be taken over in a retail shop or, in the case of Corporate Subscribers, from an agent of the Service Provider's.

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

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

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

#### 6.2.7. Handling claims for damages (General Rules)

In addition to the provisions in 6.2 of the General Terms and Conditions, the Service Provider shall compensate Subscribers for financial damage (excluding lost profit) caused by delayed or defective performance of Subscription Contracts.

Claims deriving from the Subscription Contract will expire in one year, which period will start from the occurrence of the delay or the inappropriate performance, in the cases specified in section 6.2.4 of the General Terms and Conditions.

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

### **6.3. The Subscriber's rights in the event of defective performance of subscriber service, the amount of penalty rates due to the Subscriber, method of the resolution of disputes related to subscriber service**

- 6.3.1. The quality requirements related to subscriber service are contained in Sections 4.1-4.2 of the General Terms and Conditions.
- 6.3.2. The Service Provider is required to pay penalty to the Subscriber in the following cases:
  - 6.3.2.1. The Service Provider shall pay penalty, the amount of which shall be the 1/15 (one-fifteenth) of the entry for each day of delay; in the absence of a Subscription Contract, the monthly subscription fee payable in connection with the subscriber service under review, or in case of pre-paid services, 8 (eight) times the 1/30 (one-thirtieth) of the prepaid fee if the Service Provider fails to start the provision of the Service by the time agreed in the Subscription Contract.
  - 6.3.2.2. If the Service Provider is unable to meet the deadline set forth in the Subscription Contract due to technical reasons attributable thereto, and for this reason, it terminates the Subscription Contract by ordinary notice, the Service Provider shall pay half of the penalty contained in Section 6.3.2.1 of the General Terms and Conditions from the unsuccessful expiry of the deadline for starting to provide the service to the date of termination of the contract.
  - 6.3.2.3. The Service Provider shall pay penalty

a) from the unsuccessful expiry of the deadline for notification as per Section 6.1.3 of the General Terms and Conditions due to a reason attributable thereto until the notice is made, for each day of delay, the rate of such penalty being twice the cost driver

b) from the unsuccessful expiry of the deadline for the correction of the error due to a reason attributable thereto for the period until the error is corrected, the rate of such penalty being

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

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

6.3.2.4. The rate of the cost driver necessary for the calculation of the penalty specified in Section 6.3.2.3:

a) For the six months preceding the announcement of the error, the amount projected for one day based on the fee paid by the subscriber in connection with the subscriber service affected by the announcement of the error (or used in case of a prepaid fee service) in accordance with the relevant Subscription Contract.

b) In case of a subscriber relationship with a duration of less than six months, during its whole term, the amount projected for one day based on the average of the fee paid by the subscriber in connection with the subscriber service affected by the announcement of the error (or used in case of a prepaid fee service) in accordance with the relevant Subscription Contract.

c) If before the announcement of the error, the Subscriber had not pay a fee in connection with the subscriber service affected by the announcement of the error in accordance with the relevant Subscription Contract, the amount projected for one day based on the monthly subscription fee.

6.3.2.5. If the Service Provider fails to do the transfer due to a reason attributable thereto within the time limit laid down in Section 9.3.1 of the General Terms and Conditions, the Service Provider shall pay a penalty at an amount equivalent to the 1/10 (one-tenth) of the cost of transfer for each day of delay.

6.3.2.6. If in case of stationary Internet access services, the Service Provider fails to comply with the time limits specified in Section 9.3. of Terms and Conditions of Contract, pertaining to the Subscriber's request for relocation, in its geographic service area, due to a reason attributable thereto, the Service Provider shall pay penalty, the amount of which shall be one-third of the relocation fee for each day of delay.

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

6.3.2.8. The Operator has to pay a penalty of HUF 5000 to the subscriber

(a) for each number porting agreement and each failure, if it fails to comply with its reporting obligation defined in section 2.5, paragraphs (1) and (2) of Annex No. 2 to the General Terms and Conditions, for any reason for which it may be held liable.

(b) for each number porting agreement and illegitimate rejection, if the Operator, as the delivering operator, has rejected the number porting request

(i) without giving grounds,

(ii) despite the identification pursuant to section 2.3 of Annex 2 to the General Terms and Conditions

(iii) not owing to an overdue debt pursuant to section 2.4 of Annex 2 to the General Terms and Conditions

(iv) not owing to the alignment required pursuant to section 2.1 paragraph (5) of Annex 2 to the General Terms and Conditions, in a justified case, or

(v) after the acceptance pursuant to section 2.5 paragraph (3) of Annex 2 to the General Terms and Conditions, in the CRD.

6.3.2.9. The method of the resolution of disputes related to subscriber service is provided for in Sections 6.2. and 6.6. of the General Terms and Conditions.

#### ***6.4. The operation of the customer service, the way of handling complaints and the customer service time undertaken by the Service Provider***

The address and opening hours of the personal customer service is determined in Section 1 of the General Terms and Conditions, whereas the provisions for customer service operation and the way of the handling complaints are contained in Section 6.2. of the General Terms and Conditions.

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

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

By calling the directory service, the Subscriber may obtain information about the data of other Subscribers if the information disclosure is not prohibited by law or the provisions of the Subscriber to whom the said data belong. The deadline assumed for the update of the data in the Directory Assistance accessible by calling 1270 free from domestic network is 48 hours. Notice about the change of data shall be sent by the Service Provider to the service provider providing access to the Domestic Directory Assistance available by calling 198 within 48 hours. The service is pre-payable and available for clients as well. The call charges of number 198 are included in the "List of Rates" Annex to the General Terms and Conditions.

The line number is not displayed in the phone book or the directory.

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

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

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

The Subscriber may seek assistance from the National Media and Infocommunications Authority (hereinafter: NMHH), among others, if the actions of the Service Provider concerning service quality, fault repair or charge calculation are disputed – also with regard to the contents of section 6.2.7 – the contact details of the Authority are contained in section 1.5 of the General Terms and Conditions.

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

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

The Service Provider gives the above contact and scope information for information only; and shall not accept responsibility for any change thereof.

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

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

If the Subscriber's interest has been injured or there is an imminent risk of the injury of his or her interest, or if it detects a behaviour associated with the provision of electronic infocommunications services which does not constitute a violation of the rule on electronic infocommunications service or does not belong to the competence of the Authority's Media Council, President and Office, but causes or may cause the injury of the reasonable interests of



electronic infocommunications service users, subscribers, and consumers, it may turn to the Media and Infocommunications Commissioner (contact details: Address: H-1525 Budapest, Pf 75, phone: +36 1457 7141, fax: +36 1 457 7105).

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

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

#### **7.1.1. Tariffs**

The Service Provider sets forth the detailed rules for the enforcement of the service charges in Annex 1 of the General Terms and Conditions, which is an integral part of the Subscription Contract made with the Subscriber.

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

7.1.2.1. Simultaneously with the conclusion of the Subscription Contract, the Subscriber shall pay a one-time entry fee, which is a prerequisite for the connection to the Service Provider's network. In addition, it shall pay the monthly subscription fee and the monthly fees for other services, against an invoice, on a monthly basis or in some cases more frequently, in advance, whereas the prices for calls and services (traffic charges and usage fees) subsequently. The rate of traffic charges (usage fees) depends, among other, on the time of day, the type of calls and services (e.g. domestic or international) and the traffic cases (e.g. calls received abroad). The full listing of additional charges to be paid by the Subscriber and the rate of charges payable are contained in the "List of Rates" Annex to the General Terms and Conditions. The Service Provider reserves the right not to issue an invoice at the end of the billing cycle if the total amount of the Subscriber's monthly invoice is less than gross 1000 forints, but to send a cumulative bill at the end of the billing period in the amount of traffic charges and monthly fees which have not yet been invoiced exceeds the gross amount of 1,000 forints.

At the time of concluding new Post-paid Subscription Contracts, the Service Provider may request as advance from Subscriber the 1-monthly fee of the ordered service, as determined in the Subscription contract and corresponding to the elected tariff package, payable simultaneously with signing the Subscription Contract, or may make the payment of this advance a precondition of signing Subscription Contract. The paid advance shall be credited in the first monthly traffic invoice of the Subscriber that is issued after concluding the Subscription Contract maximum up to the fees equaling to the advance. The part of the advance that has not been credited in the first monthly traffic invoice – if applicable – shall be included by the Service Provider in the next traffic invoice. If the Subscription Contract is terminated before the monthly account closure, the Service Provider will remit to Subscriber the difference of the commensurate monthly fee payable for the period between the signing and termination of the Subscription Contract and the advance paid by the Subscriber.

7.1.2.2. The Service Provider shall make the measurement of the service based on time measurement on a per second basis, whereas the calculation and billing of the fee is made on the basis of the billing unit established in the individual Subscription Contract and the "List of Rates" Annex to the General Terms and Conditions. The Service Provider is required to establish its network switching technology system

in a way that the priced period shall exceed the actual time of the existence of voice or data connection by a) 1 second with fixed telephone service when the call is disconnected on the caller side, and by 90 seconds when the call is disconnected on the called side, b) 1 second in case of the measured time of Internet service, c) 2 seconds in case of a subscriber connection to a mobile telephone network. The calculation and billing of the fee for data quantity-based services is made on the basis of the billing unit established in the "List of Rates" Annex to the General Terms and Conditions.

7.1.2.3. Under the Subscription Contract, the Subscriber is bound to pay a monthly fee to the Service Provider for the Service against an invoice issued and sent by the Service Provider after the billing period as explained in Section 7.1.2.1 of the General Terms and Conditions in accordance with the "List of Rates" Annex to the Subscription Contract at any time and to be unilaterally changed by the Service Provider in line with Section 9.2 of the present General Terms and Conditions, taking into account the relevant fee regulations. If the Subscriber agrees, the Service Provider may send the bill to the Subscriber by e-mail or by way of electronic bill presentment system rather than by mail.

#### 7.1.2.4. Electronic Bill and Document Presentment (E-bill)

Vodafone provides a secure web interface for Subscribers to view electronic bills and documents. The requirements for electronic bills are set forth in Act CXXVII of 2007 on Value-Added Tax.

This service affects the relationship between the Subscriber and Vodafone as invoice issuer as regards the changes to the way of bill presentment.

The Service Provider agrees to present to Subscriber its bills due electronically.

By registering for the service, the Subscriber agrees that the Service Provider will comply with its notification obligation electronically. The Subscriber acknowledges that during the use of the service, Vodafone shall present the information letters and notices (such as those on the results of the investigation of complaints reported by the Subscriber and requests relating to the settlement of issued invoices) associated with the Subscription Contract, the services used by the Subscriber and the use thereof (not required by law to be sent by registered mail with recorded delivery) on the web interface of the E-bill service (electronic document).

The service can be used by all Subscribers.

#### *The technical conditions and time limits for using the service*

The facility necessary for using the service requires that the Subscriber has access to the Internet. The other necessary hardware and software specifications can be found at the website of the Service Provider.

During the service, Vodafone assumes liability for the publication of the invoice issued thereby, the authenticity of invoice image displayed in an electronic form, the protection of the Subscriber's data and the security of the system.

The use of the service may be limited by outage. Vodafone will hold planned downtime, when it carries out the maintenance, improvement, expansion of the system, or other similar activities. The planned outage period may not exceed 72 hours per occasion.

Vodafone shall notify the Subscriber of the time of the planned outage at least three calendar days advance at the information side.

The Subscriber acknowledges that the continued operation may be interrupted in exceptional cases, even in spite of the prior knowledge or intention of Vodafone. In this case, Vodafone is obliged to do everything to ensure the service as soon as possible. Vodafone is responsible only for damage attributable thereto, caused intentionally thereby.

#### *Terms and conditions of the use of Electronic Bill and Document Presentment (E-bill) service*

The homepage of Electronic Bill and Document Presentment (E-bill) can be viewed by anyone. The Subscriber must register to use the services.

The Subscriber acknowledges that after successful registration, it will receive an invoice by electronic means only, that is, Vodafone will no longer issue either a paper invoice or a cash transfer order for it.

A registered Subscriber may view or download its electronic invoice and documents after login to the system. Simultaneously with issuing the bill due, Vodafone will send an e-mail and SMS notification to the Subscriber.

The Subscriber acknowledges that the invoice and document presented electronically are authentic only in the form of electronic data.

Vodafone will consider the registration for the Electronic Bill and Document Presentment (E-bill) successful if the Subscriber accepts the terms and conditions of Electronic Bill and Document Presentment (E-bill) during registration, and has provided the data necessary for registration by finalizing the registration questionnaire, and then Vodafone's electronic confirmation (e-mail) will be sent out according to the Vodafone system.

Vodafone shall send the confirmation of registration by e-mail to the Customer immediately. The confirmation includes the customer name, the list of bill payer identifiers registered for the service and the fact of the acceptance of registration.

The Customer agrees not to disclose the login password to anyone, nor store it at a place accessible to others. The Customer acknowledges that the confidentiality of the password is an event under its control, and Vodafone is not responsible from any damage resulting therefrom.

Vodafone reserves the right to refuse registration or to temporarily or permanently withdraw it at any time in the following cases:

- The provision of false or incomplete information.
- Any abuse of Vodafone's data, the personal data of invoice issuers and/or other subscribers/customers or the system.
- Termination of the subscription contract

*Information to be provided during the registration*

During registration, mandatory and optional data input is possible. If the Subscriber does not record any of the mandatory data, Vodafone may reject the Customer's registration. Required fields are marked by the system with \*.

Vodafone shall not be liable for any damage resulting from the provision of an incorrect or inactive email address.

The Subscriber acknowledges that Vodafone will determine the starting date of the issue of an electronic invoice.

The Subscriber acknowledges that if the information given thereby does not correspond to reality or it does not dispose of them as its own property, it has to bear all legal consequences associated therewith.

*Discounts to be given in connection with Electronic Bill and Document Presentment (E-bill)*

Service Provider grants a discount on monthly tariffs detailed in Section 1.2.2. of the Tariff Annex, if Subscriber chose electronic invoicing prior to 1 July 2014, and its subscription to electronic invoicing service is constantly active, furthermore, Subscriber complies with all the criteria specified in Section 7.1.2.4. of these General Terms and Conditions. Monthly fee discounts shall be granted only for total monthly fees. If Client switches to paper-based billing method after switching to electronic invoicing, a discount of HUF 200 gross on monthly tariffs will no longer be applicable. Service Provider does not provide a discount of HUF 200 for Subscribers switching to electronic invoicing on 1 July 2014 or thereafter.

#### 7.1.2.5. Electronic Bill Presentment and Analytics Service for Enterprises

Electronic Bill Presentment and Analytics Service for Enterprises is provided by Service Provider through E-Bill System for Enterprises. The service provides possibility of viewing the non-authentic image of the bill

and the non-authentic documents associated with the bill, and the use of additional features of E-Bill System for Enterprises with **non-authentic** billing data.

Medium and Large Corporate Subscribers can take advantage of the service.

E-Bill System for Enterprises is an electronic bill and document presentment system, which allows access to non-authentic bill image and advanced bill analytics features.

In order to use the service, Subscriber must register by filling in and signing the Service Description belonging to the Contract and Statement included therein. Subscriber is obliged to ensure authenticity and correctness of data contained in the Statement continuously, and immediately report any the change of data in accordance with the Contract.

Vodafone reserves the right to refuse registration, or temporarily or permanently withdraw it at any time in cases listed in the Service Description belonging to the Contract.

Based on the Statement included in the Service Description belonging to the Contract, Subscriber or his Agent acknowledges that:

- Contact Person indicated in the system may have access to personal data and confidential information related to the entire company, which may include, inter alia, billing data, analyses and detailed call information.
- Contact Person may allow via Vodafone online system pre-registered subscribers, bill payers covered by the Agreement (hereinafter referred to as 'Users') to access the E-Bill System for Enterprises with bill payer-level privileges.
- Contact Person and Users are responsible for using their access data in the E-Bill System for Enterprises with due caution, and not to disclose the same to third persons, as well as to handle with care additional users' rights assignments, given the fact that they have access to confidential billing and call information related to the entire company.
- Vodafone excludes all liability and compensation for damages arising out of any unauthorized use of E-Bill System for Enterprises. Contact Person shall not otherwise be entitled to modify all or part of the Agreement. Authorization is valid until revoked. It is the Subscriber's obligation to report the withdrawal of authorization regarding the use of E-Bill System for Enterprises to Vodafone; otherwise, all damage resulting from the use of authorization shall be borne by the Subscriber.

The conditions of the use of features of E-Bill System for Enterprises and Electronic Bill Presentment and Analytics Service for Enterprises can be viewed at any time at the Service Provider's website (<http://vodafone.hu>) or in the Service Description belonging to the Contract.

The use of the service may be limited by outage. Vodafone will hold planned downtime, when it carries out maintenance, improvement, expansion of the system, or other similar activities. The planned outage period may not exceed 72 hours per occasion.

Vodafone informs Subscriber the exact date at least three days prior to the planned outage. Subscriber acknowledges that the continued operation may be interrupted in exceptional cases, even in spite of prior knowledge or intention of Vodafone. In this case, Vodafone is obliged to do everything to ensure the service

as soon as possible. Vodafone is responsible only for damage attributable thereto, caused intentionally thereby.

7.1.2.6. The Subscriber may use the Service until the individual limit specified based on Section 2.1.3.5. is reached, without the Service Provider's requiring it to make inter-month fee payment. The payment of inter-month fee can be made in cash or cash equivalent instruments (cards, at the Service Provider's sales points), by bank: transfer (collection excluded) and by mail: cash-payment order, or via ATM machines. The Service Provider will ensure that the Post-paid Subscriber may receive information about the customer's account status as set out in the current Tariff through a call initiated to number 1751 from the Subscriber (SIM) card belonging to the Vodafone Network or by means of the SMS message received as a reply to the text message sent by the Subscriber to the above number. The information available on number 1751 is for informational purposes only.

During payment through ATM machines, Post-paid Subscribers need to give the mobile phone number belonging to the subscriber relationship/SIM card affected by payment. If the Post-paid Subscriber has more than one bill payers, fee payment via ATM machines cannot be accomplished.

Payment of the inter-month charge is due upon notice by the date indicated therein, without waiting for the inter-month invoice.

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

7.1.3. The deadline of issuing the invoice is the 8<sup>th</sup> day following the day of account closure. The invoice is delivered on the day when the Subscriber receives the invoice, but at the latest on the following day:

- Subscribers whose account is closed on the 6<sup>th</sup> day of the month, on the 28<sup>th</sup> day of the month of the account closure,
- Subscribers whose account is closed on the 13<sup>th</sup> day of the month, on the 5<sup>th</sup> day of the month that follows the month of the account closure,
- Subscribers whose account is closed on 19<sup>th</sup> day of the month, on the 11<sup>th</sup> day of the month that follows the month of the account closure,
- Subscriber whose account is closed on the 25<sup>th</sup> day of the month, on the 16<sup>th</sup> day of the month that follows the month of the account closure,
- Subscriber whose account is closed on the 28<sup>th</sup> day of the month, on the 21<sup>th</sup> day of the month that follows the month of the account closure.

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

The Service Provider reserves the right to determine and amend the billing periods.

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

accept the terms of Subscription Contract and the General Terms and Conditions, which it must confirm with its signature upon conclusion of the Subscription Contract.

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

- 7.1.6. Use of discounts provided by the Service Provider

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

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

The Service Provider shall provide the SIM card required to use the services for each Subscriber as provided in these General Terms and Conditions, for which the Subscriber can choose a tariff package at its discretion.

Upon request, the Service Provider shall provide a device for all of its Subscribers according to the list price (list of device prices without discount).

The Service Provider assumes no obligation to provide the unlimited provision of the discounts offered.

Occasionally, the Service Provider will enable the use of discounts offered thereby - including the devices offered at discounted price in individual tariff packages during various campaigns – only to a limited extent, subject to the amount of available devices.

The Service Provider will issue to the Bill Payer(s) one group invoice per Bill Payer every month – or the minimum number allowed by the relevant technical conditions, in which the aggregated billing of the turnover of all existing SIM cards shall be made under Bill Payer identifier(s).

Bill Payers are committed to pay the expenses incurred in connection with the service access points specified in the Subscription Contract, including in particular the fees of services used, to the Service Provider instead of the Subscriber under the provisions of the Subscription Contract.

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

## **7.2. The offered payment methods, differences resulting from the different payment methods concerning the Subscriber**

- 7.2.1. The Subscriber may pay the fees in cash, by bank transfer, credit card, money order, cash-payment order, through ATM machines or through the Vodafone website (<http://www.vodafone.hu/szamlabefizetes>) or by direct debit order in case of the Service Provider's prior express consent.
- 7.2.2. During payment through ATM machines, Subscribers need to give the mobile phone number belonging to the subscriber relationship/SIM card affected by payment. If the Subscriber has more than one bill payers, fee payment via ATM machines cannot be accomplished.
- 7.2.3. The date of settlement of invoices:
- In case of postal orders, it is the day on which the amount paid arrives at the Service Provider's bank account;
  - In case of bank transfer, it is the day on which the amount paid arrives at the Service Provider's bank account;
  - In case of payment with a credit suitable for online purchase, issued in the native country, it is the day on which the amount paid arrives at the Service Provider's bank account;
  - In case of cash payment, it is the day on which the Subscriber pays the amount of the fee due in cash;
  - In case of payment through a bank ATM machine, it is the day on which the amount paid arrives at the Service Provider's bank account;
  - In case of direct debit, it is the day on which the bank successfully debits the customer's account with the amount in question
  - In case of payment through the Vodafone website (<http://www.vodafone.hu/szamlabefizetes>), it is the day on which the amount paid arrives at the Service Provider's bank account.
- 7.2.4. In case of direct debit, if the financial institution (bank) rejects the Service Provider's debit order twice in a row, the Subscriber may further settle the fees only in cash, by cash-payment order or through ATM machines. After that - following the change of the method of payment initiated by the Service Provider - direct debit as a payment method can be chosen again only after three months.
- 7.2.5. The Service Provider is entitled to charge a daily default after the unsuccessful expiry of the deadline specified on the bill on the Subscriber's overdue, unpaid debts. The obligation to pay interest in case of Business Customers is calculated from the 31<sup>st</sup> day of the delay. The default interest rate is 12 per cent per year.
- 7.2.6. Except for Prepaid subscriber services, the Service Provider is required to indicate the charges payable by the Subscriber in the following grouping in the attachment of the issued invoice:
- all call directions with different rates
  - if no call directions are used, the terminating provider
  - premium rate calls
  - remote voting
  - SMS
  - MMS
  - charges on received calls
  - charges on non-telephone services used via the telephone service.



The Service Provider shall separately indicate charges on voice and non-voice calls, as well as the charging periods in the invoice attachment.

In case of non-voice data connections or calls, the attachment to the invoice contains the following information, grouped by access type:

- date of data transmission
- volume of data transmission or, in case of time-based invoicing, duration of data transmission
- traffic-based unit price or, in case of time-based invoicing, time-based unit price
- charges on data transmission.

Calls that are free of charge for the calling Subscriber, including calls made to numbers classified by the authority as unidentifiable numbers, cannot be indicated in the Subscriber's invoice or in the attachment.

### ***7.3. The availability of special offers and discount rates***

For special discounts available for business subscribers, please refer to website at [www.vodafone.hu/uzleti/akciok](http://www.vodafone.hu/uzleti/akciok) , to our shops, or call our customer service network at the toll-free number 1270 from a domestic network, or contact your company contact person.

The Special Discounts cannot be redeemed for cash or other services, neither can be transferred to another Subscriber or phone number, nor can be subsequently enforced, that is, an intention to participate in any campaign must be indicated upon conclusion of the Subscription Contract; subsequent participation in a campaign in respect of a Subscription Contract already concluded is excluded.

The exclusion of multiple discounts:

The Subscriber acknowledges that due to their extent and unique character, the discounts may not be integrated, either in whole or in part, with other discounts or special offers of Vodafone, including in particular the price of devices, or other charges.

### ***7.4. The rules of compensation procedure***

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

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

The Service Provider does not assume liability for any damage incurred by the Subscriber because the Service Provider's right to provide service is withdrawn or modified in a way that from that date it cannot meet its obligations under the Subscription Contract. In this case, the Subscription Contract will automatically terminate. The manufacturers' service stations will always do software update to faulty devices or the ones suspected to be faulty, submitted by the Subscriber for servicing. This is not considered repair, but pursuant to the manufacturers' specifications it is required to be done in order to remove potential faults not even detected by the user. The memory contents of the device (phone book, games, etc.) may be damaged or lost in the service process. The Service Provider does not assume responsibility for the resulting damage.

#### **7.4.2. The Subscriber's compensation claims procedure**

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

#### 7.4.3. The Subscriber's liability for damages

If the Subscriber makes any intervention to the Subscriber (SIM) card handed over thereto and this affects the quality of mobile radio telephone service, or otherwise causes damage to the Service Provider, the Service Provider shall consider it a violation of the Subscription Contract and is entitled to terminate the same upon giving 30 or 15 days' notice and to claim damages from the Subscriber.

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

#### 7.4.4. Responsibility for transferred data content

The Subscriber is responsible for the content of the data transmitted or stored thereby during the use of the Internet access service under the laws in force. The Subscriber may not present and publish any text, images or symbols with the use of the services provided by the Service Provider that are prohibited by applicable law, or any work or works unlawfully protected or copyrighted by third parties or subject to any other laws protecting intellectual property.

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

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

The Service Provider does not monitor nor control the information located in the equipment or transmitted on the network, i.e., the use of the information obtained through the service, the network, the Internet and the facilities shall take place solely at the Subscriber's own risk.

### **7.5. Determination, rate and types of penalty**

In case of small enterprises and the Flotta tariff package

By concluding a 12-month or a 24-month fixed term Subscription Contract, the Subscriber, in consideration of the discounts received agrees not to terminate the contract before the expiry of the fixed term and shall not commit any breach of contract due to which the Service Provider will terminate the contract or limit the service.

If the Subscriber is in breach of its obligations above, it shall pay a penalty. The rate of penalty to be paid is equivalent to the discount used by the Subscriber.

The discounts available for Subscribers include:

- The amount of discount given in comparison with the Service Provider's list price (list of device prices without discount) for the device purchased by the Subscriber (in HUF),
- The individual device price reduction used by the chosen tariff package or Internet service, the amount of discount given in comparison with the Service Provider's list price (list of device prices without discount) (In HUF),
- The rate of discount from the individual monthly subscription fee granted with the chosen tariff package or options calculated compared to the monthly fee of the indefinite-term contract (in HUF),
- In case of a Flotta tariff package, the rate of discount from the individual monthly subscription fee granted with the chosen tariff package or options calculated compared to the monthly fee of the Flotta basic tariff package,
- The amount of discount from the entry fee (HUF).

In case of discounts used with the tariff packages and options in unique monthly subscription fee, the maximum penalty amount shall be HUF 25,000 per individual subscription contract (call number) if the conditions set out in this Section occur within a year as from the entry into force of this Subscription Contract, whereas if they occur over one year, but within two years, HUF 37,500 per individual subscription contract (call number).

In case of large companies

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

## **8. In the case of telephone service providers, the detailed rules relating to porting numbers;**

The related rules are included in Annex 2 of the General Terms and Conditions.

## **9. Duration of the contract**

### ***9.1. Duration of the contract and the conditions and cases of the provision, limitation, suspension and termination of services, in particular the cases of extraordinary termination of fixed-term subscription contract***

The provisions for the duration of the subscription contract are set forth in Section 2.1 of these General Terms and Conditions, whereas the conditions and cases of the provision, limitation, suspension and termination of services, the cases of extraordinary termination of fixed-term subscription contract are contained in Sections 5 and 12 of these General Terms and Conditions.

### ***9.2. Cases and conditions of Subscription Contract amendment, the Service Provider's entitlement to unilateral contract modification, the way of informing the Subscriber thereof, rights due to Subscribers in connection with the unilateral contract modification***

#### **9.2.1. Cases and conditions of Subscription Contract amendment**

The Subscription Contract consists of General Terms and Conditions and an Individual Subscription Contract.

The cases of amendment:

- I./ Amendment of the Subscription Contract by mutual consent of the Parties;
- II./ Rules of unilateral amendment of the Subscription Contract by Service Provider;
- III./ Condition-dependent modification of the Subscription Contract and the General Terms and Conditions;

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

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

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

Failure to make a statement as required shall not be treated, with the exception of the creation of a subscription contract by implicit conduct, as acceptance of an offer for contract modification resulting in the order of a new or additional service associated with the particular service (received by the subscriber), constituting an additional burden for the subscriber or applicant.

Failure to make a statement as required shall be treated as acceptance by implicit conduct, if it is so agreed between the Parties in the individual subscription contract. In the event of a dispute the burden of proof to show that the Subscriber has in fact been notified in the manner and at the time prescribed by law lies with the Service Provider.

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

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

In case of the termination of tariff packages, options, services or certain elements of service by the Service Provider for the future, the Subscriber's tariff package shall change to the Base Tariff upon expiry of the deadline under the individual Subscription Contract if the Subscriber does not switch to another tariff package upon receipt of the notification thereof within the time limit and with the conditions indicated therein, or unless its contract is terminated if the Subscriber is entitled to termination.

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

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

If the Subscriber does not accept the Service Provider's initiative to amend the Subscription Contract, the Service Provider is entitled to terminate the subscriber relationship subject to the provisions set out in Section 9.1 of the General Terms and Conditions.

The cases and conditions of contract modification initiated by the Subscriber are contained in Section 9.3.

#### **9.2.2. The Service Provider's right to a unilateral contract modification**

II) Cases of unilateral contract modification:

- (1) The rules for unilateral modification of the General Terms and Conditions by the Service Provider;
- (2) The rules for unilateral amendment of the Individual Subscription Contract by the Service Provider;
- (3) Change of the subscriber's phone number

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

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

- i. upon the occurrence of conditions stipulated in the specific subscription contract or in the standard contract conditions, however, the amendment may not result in significant changes in the general terms and conditions of the contract unless otherwise provided by law or electronic communications regulations. Such situations empowering the Service Provider to make an immaterial amendment unilaterally to the General Terms and Conditions include:
  - a. a change in economic and/or technical circumstances in consequence of which the Service Provider can render the service provided to the Subscribers only with changed conditions compared to the previous ones;
  - b. a need to ensure adequate quality of services;

- c. correction of clerical errors;
  - d. corrections not qualifying content modification made for the sake of clarity;
  - e. elimination of tariff packages, options for the future;
  - f. termination of service for the future;
  - g. non-essential or for the subscribers, positive changes in the content or terms of provision of certain services;
- ii. if justified by changes in the relevant legislation or by decision of an authority; or
  - iii. when justified by a material change in the circumstances, not foreseeable upon the conclusion of the contract; or
- iv. the conditions applying to the subscription contract or the use of service change in a way that is only beneficial for the subscriber.

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

Substantial amendment of the General Terms and Conditions shall mean, in particular, any modification affecting the conditions for using the service or the quality of service parameters.

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

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

(2) The rules for unilateral modification of the Individual Subscription Contract by the Service Provider:

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

- i. individual Subscription Contract or terms and conditions of the conditions in the event that - if the laws or rules governing electronic communications and otherwise - the change does not result in substantial change in terms of the contract. Such a Supplier of the individual Subscription Contract unilaterally - which are not essential - empowering change situations include:
  - a) change in economic and/or technical circumstances in consequence of which the Service Provider can render the service provided to the Subscribers only with changed conditions compared to the previous ones;
  - b) a need to ensure adequate quality of services;
  - c) correction of clerical errors;
  - d) corrections not qualifying content modification made for the sake of clarity;
  - e) non-essential or for the subscribers, positive changes in the content or terms of provision of certain services.
- ii. if justified by changes in the relevant legislation or by decision of an authority; or
- iii. it is justified by substantial changes in circumstances or
- iv. the conditions applying to the subscription contract or the use of service change in a way that is only beneficial for the subscriber.

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

Substantial amendment of the Individual Subscription Contract shall mean, in particular, any modification affecting the conditions for using the service or the quality of service parameters. Essential condition shall also mean everything that is considered as resulting from the nature of the service.

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

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

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

(3) Change of the subscriber's phone number:

Change of the subscriber's phone number

The Service Provider shall have the right to change the subscriber's phone number without obligation to pay compensation in the following cases:

- If it is inevitable due to engineering or traffic reasons if the authorities had demonstrated the need for this
- if amendment is required by law

The Service Provider shall inform the Subscriber about the proposed changes at least 30 days earlier, giving the related information at the same time.

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

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

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

The charges imposed on the Subscriber based on the Individual Subscription Contract and set out in the "List of Rates" Annex to the General Terms and Conditions shall automatically change based on previous year's annual consumer price index (inflation) published by the Hungarian Central Statistical Office at the website of the Hungarian Central Statistical Office ([www.ksh.hu](http://www.ksh.hu)), based on its degree, compared to the rate as of 31 December of the previous year. The time of automatic modification of charges is the first day of the second month following the publication of the annual consumer price index changes in the Central Statistical Office's website.

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

#### 9.2.3. Provision of information to Subscribers

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

Publication:

The Service Provider shall make available the General Terms and Conditions, including any amendments thereto, in the manner and for a period set out in Section 1.6. The Service Provider shall make available the published General Terms and Conditions free of charge.

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

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

Notification:

The Service Provider shall notify the Subscribers 30 days prior to the entry into force of an amendment.

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

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

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

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

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

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

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

The notification shall include the following:

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

- a) a precise reference to the amended provisions of the General Terms and Conditions;
- b) the easily understandable, brief and concise description of the amendments;
- c) the amendment's effective date;



- d) the availability of the published General Terms and Conditions;
- e) if the Service Provider changes the fee of subscriber services, or reduces the amount of service included in the fee, then the changed fee, the sum and the amount of change, separated by services in case of tariff packages including several services;
- f) the condition, changes in legislation or administrative decision, or relevant circumstances by which the Service Provider justifies the changes;
- g) the rights of the Subscriber in the case of a unilateral amendment of the General Terms and Conditions, or the process of amendment in the case of a bilateral proposal for amendment.

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

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

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

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

- i. the subscriber has received the information conveyed verbally;
- ii. the information was conveyed in an electronic document or electronic mail to subscribers who have provided prior consent on the acceptance of electronic communication; or
- iii. if the notice included in a mail sent by post has been delivered to the subscriber in a verifiable manner.

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

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

During an official process, the Service Provider must prove that the Subscriber has been informed.

#### 9.2.4. Rights due to the Subscriber in connection with unilateral amendment to the contract

If the amendment contains some provisions to the disadvantage of the Subscriber, it shall be entitled to cancel the fixed-term Subscription Contract with immediate effect within 8 (eight) days from the date of notice of amendment without any further consequences. On the other hand, the Subscriber shall not be entitled to terminate the fixed-term Subscription Contract under such circumstances if having concluded the Subscription Contract in light of the benefits stemming from such commitment, and the amendment does not affect the benefits received. If the amendment affects the benefits received and the Subscriber terminates the Subscription Contract, the Service Provider may not demand from the Subscriber to repay the value of the benefit falling in the period subsequent to the termination of the contract.

If in the fixed-term Subscription Contract, the Subscriber committed to use the services or the product related thereto and concluded the Agreement in light of the benefits stemming from such commitment, and terminates the contract

before the expiry of the fixed term, the Service Provider may demand only the benefits used by the Subscriber and may not attach other adverse consequences to the termination.

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

### **9.3. Cases and conditions of the Subscriber-initiated amendment of contract, the time limit for completion of the amendment;**

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

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

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

#### **9.3.1. Changes in the person of the Subscriber (transfer of subscriber relationship)**

The Service Provider shall be authorized to modify the specific subscription contract when the Subscriber (or his/her heir if the subscriber is deceased) has so requested, and only in accordance with the standard contract conditions, if the account is conveyed to another due to succession or other reasons (transfer).

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

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

Subscriber may request transfer of the Subscription Agreement to another individual entrepreneur, legal person, unincorporated business association or natural person (contractual subrogation).

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

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

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

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

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

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

If the transfer application is approved, the deadline for transfer is up to 15 days as from the receipt of the transfer application.

The Service Provider must make the transfer within the time limit undertaken for making of the transfer, or to notify the Subscriber of the rejection of the transfer.

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

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

If the fixed telephone line is transferred in case of an ADSL service with fixed telephone line, the Subscriber must notify the Service Provider thereof.

#### 9.3.2. Change in the Subscriber's status

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

If in case of DSL service with a phone subscription, the Subscriber or a subscriber of the fixed telephone line shall announce the change in the nature of subscription to the Service Provider of the fixed-line phone service provider, the Subscriber is obliged to notify the Service Provider of the change in the nature of subscription within 8 (eight) days.

The turnaround time for change, if no obstacles incur on the part of the provider of electronic communications services providing public voice services for either the Service Provider or the Subscriber, is up to 30 days as from the receipt of the complete application.

### 9.3.3. Change in the place of stationary Internet access services (relocation)

Relocation may only take place within a given service area. If the Subscriber requests the relocation of stationary Internet access service to geographic area not covered by the Service Provider and therefore, the relocation is not possible, the Subscription Contract shall remain in force by the Subscriber's choice with unchanged content, or if the Subscriber so requests, at its request, the subscriber access point shall be terminated and until the implementation of the relocation, but not later than for the period defined in Section 5.1 of these General Terms and Conditions, the subscriber relationship will be suspended. If the Subscription Contract terminates due to such suspension, the Subscription Contract shall be considered a contract terminated for reasons within the control of the Subscriber, paying particular attention to the recoverability of certain benefits offered by the Service Provider.

The relocation of stationary Internet access service shall take place upon the Subscriber's request, within no more than 30 days as from the receipt of the request, or at a later date indicated by the Subscriber in the relocation application, but not later than within 3 months as from the receipt of the relocation application by the Service Provider in case the Subscriber submits all the documents required for the relocation complete and signed, and/or provides the necessary conditions for the relocation, furthermore, there is no technical obstacle to the relocation. In case of the Subscriber's incomplete or incorrect data supply, the time of relocation is to be calculated from complete data supply. If the technical conditions for the implementation of the relocation are missing, the Service Provider shall notify the Subscriber within 15 days of the request for relocation application.

During the relocation of the ADSL service, the Subscriber shall pay the monthly fees for suspension. The Service Provider shall enforce the reduced charge subsequently, in the light of the actual suspension period, in the form of credit. The duration of a fixed-term contract shall be extended by the time of relocation.

Stationary internet access service is available via ADSL with prepaid fixed telephony subscription or without fixed telephony subscription. ADSL service is considered a fixed telephony subscription if a prerequisite for the establishment and use thereof is a subscription contract concluded with an electronic communications service provider for the provision of voice services in the public fixed telephone line for the Subscriber, as opposed to ADSL service without fixed-line telephone subscription, where the provision of stationary Internet access services is only subject to the access to the network of Magyar Telekom Nyrt.

#### a. In case of ADSL service with fixed telephony subscription:

- If the Subscriber, in case of telephone subscriber service, also has the phone lines required to use the ADSL service relocated by the telecommunications service provider to the new installation address, and the Subscriber's account number does not change with the telecommunications service provider providing the telephone service, the relocation of ADSL service may take place only after the relocation of the telephone line, and only if in the new installation address notified by the Subscriber, the technical conditions are given for the use of the ADSL service. The relocation ADSL service shall take place within no more than 30 days after the relocation of the telephone line.
- If the Subscriber of the telephone line from which the ADSL service is relocated is identical with the Subscriber of the telephone line to which the ADSL service is relocated, and the relocation is also made possible by an electronic communications service provider providing public voice services for the Subscriber.
- Since ADSL service with a fixed-line telephone subscription is subject to the telephone line, the telephone line and the ADSL installed thereon are closely related to each other, the Subscriber can also initiate the relocation through the fixed-line telecommunications service provider. Relocation of the fixed telephone line involves the relocation of the ADSL installed on it, and the relocation of ADSL involves the relocation of the associated telephone line as well, except where the Subscriber explicitly ordered otherwise in writing (but not contrary to the present General Terms and Conditions of Service).
- If on the request for the relocation of the ADSL service, the technical conditions necessary for the provision of ADSL service are not available at the new installation address, or at the Subscriber's request, the ADSL

shall not be relocated with the associated telephone line, the Subscription Contract shall remain in force with unchanged content, or if the Subscriber so requests, at its request, the subscriber access point shall be terminated and the subscriber relationship will be suspended until the implementation of the relocation.

b. In case of ADSL service without fixed telephony subscription:

- If on the request for the relocation of the ADSL service, the technical conditions necessary for the provision of ADSL service are not available at the new installation address, the Subscription Contract shall remain in force with unchanged content, or if the Subscriber so requests, at its request, the subscriber access point shall be terminated and the subscriber relationship will be suspended until the implementation of the relocation.

#### 9.3.4. Uninterrupted change of service providers in case of DSL service

In case of uninterrupted change of service providers, the Service Provider shall in any case act according to the processes of Externet and Magyar Telekom Nyrt. Uninterrupted change of service providers can be established only where it is also made possible by the processes of the electronic communications service provider providing public voice services for the Subscriber through fixed telephone lines.

For the sake of the clarity of the text, in this Section, the Internet service provider involved in the uninterrupted change of service providers with which the Subscriber wishes to terminate its legal relationship is hereinafter referred to as "Service Provider 1", whereas the new Internet service provider with which the Subscriber wishes to establish a subscriber relationships is indicated as "Service Provider 2".

For the purpose of this Section, debt charges shall mean the amount either to be paid in advance or indicated on the invoice issued for the Subscriber by Vodafone Magyarország Zrt. about the price of ADSL Internet service, which is overdue on the day of initiation of the establishment of a relationship with the Service Provider 2 and unpaid by the Subscriber until the date indicated on the invoice. The amount of fess issued subsequently as penalty (compensation) against the Subscriber by Service Provider 1 as a legal consequence of the dismissal by the Subscriber during the fixed term shall not be regarded as bad debt.

According to the cooperation agreement referred to, the conditions for uninterrupted change of service providers for the Subscriber are the following:

- The time to ensure uninterrupted change is very short, so the Subscriber also has to play an active role in the process. If it fails to comply with the deadlines pertaining thereto, the service providers cannot provide ADSL Internet service without downtime. In this case, the claim submitted to the Service Provider may be rejected.
- The Subscriber shall initiate the establishment of a contractual subscriber relationship with Service Provider 2 and at the same time authorize Service Provider 2 to act with Service Provider 1 to end its existing subscription contract with Service Provider 1.
- If the Subscriber wishes to change Service Provider 1 to another service provider, it shall authorize the change of service providers, if the Subscriber does not have a debt charge against Service Provider 1.
- In case of a change of service providers within a fixed time period, Service Provider 1 shall only authorize to change the service provider if the Subscriber has paid the penalty charges calculated based on the penalty imposing letter issued due to contract termination within a definite period of time.
- Service Provider 1 may reject a request for change of service providers if the Subscriber waives its intention for uninteruptible change of service providers and indicates the same to Service Provider 1.

The tasks of Service Provider 1 according to the cited cooperation agreement are the following:

- Cooperation with the electronic communications services provider providing public voice service for the Subscriber, Service Provider 2 and the Subscriber as specified in the process description.

The tasks of Service Provider 2 according to the cited cooperation agreement are the following:

- Cooperation with the electronic communications services provider providing public voice service for the Subscriber, Service Provider 1 and the Subscriber as specified in the process description.

- Informing the Subscriber of the process of change, the possibility of use.
- Informing the Subscriber about the reason for the failure of uninterrupted change of service providers.

Uninterrupted change of service providers is only possible if the old (to be given up) and the new (to be ordered) service match in all parameters (status, nature, type, bandwidth).

Pursuant to the cooperative agreement referred to, the process of uninterrupted change of service providers is as follows:

- The Subscriber shall initiate the establishment of a contractual subscriber relationship with Service Provider 2 and at the same time authorize Service Provider 2 to act with Service Provider 1 to end its existing subscription contract with Service Provider 1. Service Provider 2 shall inform the Subscriber that a condition for uninterrupted change of service providers is that there is no definite period with Service Provider 1 and that the Subscriber pays its outstanding debts arising from the existing Subscription Contract with Service Provider 1.
- Service Provider 2 shall send the application for change of service providers within 1 (one) working day as from the submission of the claim by the Subscriber to the electronic communications services provider providing public voice services to the Subscriber, clearly indicating the intention of changing service providers.
- Magyar Telekom Nyrt. providing the Service Provider the service of “Wholesale Fast Access” resold through Externet based on a wholesale contract for the provision of its retail stationary Internet access service shall judge the application no later than within 2 (two) working day as from its submission and will check whether the claim meets the conditions imposed thereby and shall as a result accept or reject it.
- In case the claim is rejected, electronic communication service provider providing public voice services to the Subscriber shall notify Service Provider 2, within 2 (two) working days as from the submission of the claim, of the reasons for rejection. If electronic communication service provider providing public voice services to the Subscriber accepts the claim, it shall contact Service Provider 1 within 2 (two) working days for the purpose of providing information according to the next paragraph.
- Within five (5) working days, or within two (2) working days in the process repeated based on the last paragraph of this process description after contacting Magyar Telekom Nyrt. providing the Service Provider the service of “Wholesale Fast Access” resold through Externet based on a wholesale contract for the provision of its retail stationary Internet access service, Service Provider 1 shall provide information (in this Section 4.3.2.5 hereinafter referred to as the “Information”) to the electronic communications service provider providing public voice services for the Subscriber about the existing definite term or debt charge of the Subscriber with Service Provider 1, or about the fact that in the meantime the Subscriber withdrew its intention to change service providers. If Service Provider 1 limit does not give information within the time set in this paragraph to the electronic communications service provider providing public voice services for the Subscriber, the electronic communications service provider providing public voice services for the Subscriber shall perform the change of service providers as indicated in the following paragraphs.
- If based on the information provided by Service Provider 1 the Subscriber does not have any operative definite subscription contract concluded with Service Provider 1, or fee owed, or if Service Provider 1 does not provide information within the time limit to the electronic communications service provider providing public voice services for the Subscriber, the electronic communications service provider providing public voice services for the Subscriber shall perform the change of service providers within 3 (three) working days while informing Service Provider 1 and Service Provider 2.
- If based on the information provided by Service Provider 1 the Subscriber has a Subscription Contract entered into for a definite period of time in force, the electronic communications service provider providing public voice services for the Subscriber shall inform Service Provider 2 within (one) working day, who once again calls on the Subscriber's attention to the conditions of the change of service providers.
- If based on the information provided by Service Provider 1 the Subscriber in the meantime withdrew from its intention to change service providers, Service Provider 1 shall inform the electronic communications service

provider providing public voice services for the Subscriber within one (1) working day, who informs is Service Provider 2 thereabout within 1 (one) working days.

- Service Provider 2 may, depending on its decision, directly contact Service Provider 1 within 2 (two) working days as from the Information of the electronic communications service provider providing public voice services for the Subscriber, which shall send, within 1 (one) working day after the contact, to Service Provider 2 any voice recording supporting that the Subscriber had withdrawn from its intention to conclude a subscription contract, or documents (such as the Subscriber's statement or part of the new Subscription Contract between Service Provider 1 and the Subscriber, which demonstrates for Service Provider 2 that the Subscriber had changed its original intention connected with the change of service providers).
- If based on the information provided by Service Provider 1 the Subscriber has outstanding debt arising from the Subscription Contract made with Service Provider 1, the electronic communications service provider providing public voice services for the Subscriber shall, within 1 (one) working day as from the receipt of the information, inform Service Provider 2 thereabout, who calls the Subscriber to prove the payment of debts to Service Provider 2. Service Provider 1 provides a possibility for the Subscriber to fulfil its obligations in this Section within the shortest possible time.
- Following confirmation to Service Provider 2 of the settlement of the debt owed by the Subscriber to Service Provider 1 based on the Subscription Contract between them, Service Provider 2 shall confirm the requirement of changing service providers within one (1) working day the electronic communications service provider providing public voice services for the Subscriber. Magyar Telekom Nyrt. providing the Service Provider the service of "Wholesale Fast Access" resold through Externet based on a wholesale contract for the provision of its retail stationary Internet access service shall contact Service Provider 1 within two (2) working days the following confirmation by Service Provider 2 of the request for a change of service providers for the sake of giving Information thereto. In connection with the information content and the further process of the change of service providers, those written above shall apply mutatis mutandis.

Service Provider 1 shall, regardless of whether the Subscriber effectively wants to change service providers, after the approval of the request for a change of service providers, consider the Subscription Contract terminated. If Service Provider 1 rejects the request for a change of service providers for the right reasons, the Subscription Contract shall not be considered terminated, unless the Subscriber indicates its intention to terminate by way of a prior written notice to Service Provider 1.

If the Subscriber chooses the Service Provider as its new service provider (as Service Provider 2), the Service Provider will only treat the order as an uninterrupted change of service providers, if the Subscriber expressly and clearly indicated this in its order.

Service Provider 2 shall not be liable for implementation of the order as an uninterrupted change of service providers.

If Service Provider 2 cannot implement the Subscriber's order as an uninterrupted change of service providers, the Service Provider shall indicate it to the Subscriber, who declares whether it maintains its order in case of the standard establishment process as well. If Service Provider 2 is unable to reach the Subscriber in any one of the forms specified in the notification, or does not receive an answer for its request within a specified period, it shall regard the Subscription Contract as terminated.

Since the change of service providers also requires fitting operations, a minimum outage, which cannot be more than 48 hours, may occur in the course of service.

In case of "bare" ADSL services, when initiating the change of service providers, the Subscriber is required to provide its SD/AD identifier for Service Provider 2, failing which Service Provider 2 cannot initiate a change of service providers. The Subscriber may obtain this SD/AD identifier from Service Provider 1.

In case of some ADSL services, the process of uninterruptible change of service providers may vary from those above, more information shall be provide by the customer service.

Given the fact that the Subscriber is adequately informed about the content of its Subscription Contract made with the Service Provide, in particular, in respect of the assumed definite periods, the Subscriber is required to pay to the



Service Provider the penalty charge indicated in these General Terms and Conditions, arising from the change of service providers before the end of the fixed period of engagement even if the Service Provider as Service Provider 1 fails to comply with the information requirements within the time limit as described in the above process to the electronic communications service provider providing public voice services for the Subscriber.

#### 9.3.5. Bandwidth change

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

#### 9.3.6. Switch between post-paid subscriber packages

Any change to a tariff package is possible as set out for the use of the particular tariff package under the General Terms and Conditions.

From the post-paid package, one can change to currently commercially available post-paid packages.

The Subscribers may switch between post-paid packages if they do not have debts or payment arrears. Tariff change is possible once per billing cycle. During a fixed-term subscription contract, change of tariff packages is not possible. The Service Provider agrees to ensure a tariff package change between post-paid tariff packages within 48 hours.

Under fixed-term contracts, the Subscriber may modify conditions of the services contracted having regard to the benefits (in particular: tariff package or option) by common accord of the parties of the Individual Subscription Contract. A change of tariff packages and/or options is possible in the event if the joint monthly fee of the new tariff package and option chosen by the Subscriber is higher than combined monthly fee of the tariff packages and options agreed in the fixed-term contract. The new tariff and option can be changed only in the same manner for the rest of the definite period.

#### 9.3.7. Change from a monthly subscription fee (post-paid) subscription to VitaMAX package (pre-paid)

It is not possible for business subscriptions.

#### 9.3.8. Conditions for switching from pre-paid to monthly subscription fee tariff package

It is not possible for business subscriptions.

#### 9.3.9. Change of subscriber numbers

The Service Provider shall, at the request of the Subscriber, change the subscriber number if the technical conditions for the change of the number are given. The changed subscriber number will be selected by the Service Provider from the available number range.

If the Service Provider refuses to change the subscriber number to change due to lack of technical conditions, it must detail the reasons for the refusal.

## **10. Data Management, Data Security:**

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

The types of subscriber, user and payer data managed by Service Provider, as well as purposes of management, forwarding thereof to third parties, legal basis of data management and term of storing thereof at Service Provider shall be set forth in Appendix 3.

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

Notification of the Data Protection Register

Vodafone Hungary Ltd. has submitted the data management prescribed by the laws into the Data Protection Register maintained by the Data Protection Commissioner with identity number: 329-000.

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

Service Provider shall ensure the confidentiality of subscribers' and users' personal data (subscriber identification data, communication forwarded via Service Provider's network, traffic data generated in relation with such communication, invoicing and debt data, location data, etc.) it has acquired in relation to the service and the operation of its network, in accordance with the provisions of Act C of 2003 on Electronic Communications, Decree No. 6/2011 (X. 6.) of National Media and Infocommunications Authority (NMHH) on the Detailed Rules of Electronic Communications Subscriber Agreements, Government Decree No. 226/2003 (XII. 13.) on the Special Conditions of Data Management by Electronic Communications Service Providers, the Data Security of Electronic Communications Services, and the Rules of Identifier Presentation and Call Diversion, Act LXIII of 1992. on the Protection of Personal Data and the Disclosure of Data of Public Interest, as well as other related Hungarian laws and the relevant provisions of the European Union, and Service Provider shall provide for the application of such ensuring measures also in civil law contracts made by Service Provider for the management or processing of such data.

Technical and organizational measures for data security applied at Service Provider – in consideration of best practices as per the Authority's guidelines, as well as costs of measures to be taken – shall ensure adequate level of safety against risks.

Service Provider shall have its systems and data management procedures regularly controlled and examined both from data security and quality assurance aspects.

Should a formerly unknown, new safety risk emerge due to an event affecting or jeopardizing the unity of the network or safety of the service, then Service Provider shall – at least via its customer service and Internet site – forthwith inform the subscriber about the formerly unknown, new safety risk and protective measures that might be taken by the subscriber, as well as anticipated costs thereof. Service Provider shall not charge additional fees towards Subscriber for the information it has provided. The information provided by Service Provider shall not exempt Service Provider from taking protective measures necessary for restoring the unity of the network and usual safety level of the service.

#### 10.2.2. Data processing and data management by third parties

The Operator protects the confidentiality of the subscription and personal user data (identification details of the subscriber, communications transmitted on the network of the Operator, traffic data generated related to the communications, data on billing and billing debts, positioning data, etc.) disclosed to it and retained concerning the operation of the network pursuant to Act C of 2003 on electronic communication, NMHH decree 6/2011. (X. 6) on the detailed rules of subscription contracts, NMHH decree /2012. (I. 24) on the obligation of data protection and confidentiality of electronic communications service, special conditions of secrecy and data management, integrity and secrecy of networks and services, management of traffic and billing data, conditions for the indication of identifiers and call forwarding, Act CXII of 2012 on informational self-determination and freedom of information, furthermore, in compliance with other relevant Hungarian statutes and the applicable legislation of the European Union, which protective measures will be applied by the operator in its contracts concluded by it according to private law affecting the retention and processing of these by third parties.

Due to Service Provider's business decision, both third party data processors and data managers may be subject to change. Service Provider shall inform Subscriber on any such changes.

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

Service Provider may only manage personal data of Subscribers under authorization granted by laws or consent of data owner.

In procedures initiated upon the data subject's request, Service Provider may deem the consent for the management of data subject's personal data granted.

If – for physical reasons or due to lack of its legal capacity - the data subject is unable to give consent to the management of its data, then – to the extent necessary for the protection of its own vital interests or those of third persons, or the elimination or prevention of disaster or emergency circumstances – Service Provider shall be entitled for the management of the data subject's personal data, including its sensitive data as well.

#### 10.2.4. Violation of personal data

Violation of personal data shall mean any accidental or illegal management or processing of personal data forwarded, stored, managed or processed in any other way in relation to the provision of the Services, in particular, the destruction, loss, modification, unauthorized disclosure, publication thereof or unauthorized access thereto.

Service Provider shall forthwith announce violation of personal data to the Authority.

If the violation of personal data is anticipated to prejudice the personal data or privacy of Subscriber or any other individual, Service Provider shall forthwith notify Subscriber or the individual thereof. The Subscriber or the individual shall not be informed about the misuse of their personal data if electronic infocommunications Service Provider can provide with satisfactory evidence to the Authority that it has taken appropriate protective technical measures, or that such measures have been taken with regard to the data with affected safety. Such protective technical measures shall make data inconstruable for persons with no authorization for access.

Without prejudice to Service Provider's obligation to notify affected Subscribers or individuals – in case Service Provider has not informed the Subscriber or individual about the violation of personal data – the

Authority (after acquiring the opinion of the Data Protection Commissioner) may oblige Service Provider to do so, after taking into account possible disadvantageous consequences of safety infringement.

The notification of Subscriber or individual shall contain as mandatory element the nature of the violation of personal data, as well as information points where the subscriber may receive further information. In such case, service provider shall also suggest measures to be taken for the mitigation of possible disadvantageous effects of the violation of personal data. In the notification addressed to the Authority service provider shall further describe the consequences of violation of personal data, as well as measures taken or suggested by service provider for the remedy thereof.

Service Provider shall keep a register about the events of violation of personal data, and such register shall contain material circumstances, effects of such events and corrective measures taken. The register shall cover all facts and circumstances based on which the Authority is able to control if service provider is in compliance with the regulations or not. The register kept by Service Provider shall only contain information necessary to reach the above-mentioned objectives.

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

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

Upon Subscriber's request, Service Provider shall inform Subscriber on its data managed by Service Provider or processed by the processor appointed by Service Provider, the purpose, legal basis, term of data management, name address (registered seat) of data processor, and the activities related to data management, as well as on the recipient of such data and purposes of such receipt. (Information obligation as regards data forwarding shall not be less than five years.) Such information provision is free of charge, in case the applicant has not filed a request for information regarding the same field during the subject year. In other cases Service Provider may request reimbursement of costs. Already paid cost shall be reimbursed if data have been managed unlawfully or such request for information has led to correction of data. Fulfilling information requests may only be denied if permitted by law.

Service Provider shall manage Subscriber's data in the directory database in accordance with Subscriber's statement made upon the conclusion of the Subscription Contract. Should Subscriber intend to modify its previous statement on data management, Service Provider shall provide for appropriate procedure free of charge.

Subscriber may at any time withdraw its consent granted in data protection statements by way of a written declaration forwarded to Service Provider's customer service and it may also request the deletion of its data managed at Service Provider under its consent.

Subscriber may at any time request Service Provider to correction of its personal data managed at Service Provider.

In compliance with its obligation set forth in Decree No. 6/2011. (X. 06.) NMHH Service Provider herewith also draws Subscriber's attention to the fact that in case Subscriber requests a detailed call indication of traffic and invoice details then with the indication Subscriber may acquire personal data of individuals using the Service other than Subscriber and it shall be entitled to know such personal data if user(s) has (have) given its/their consent thereto. It is solely Subscriber's responsibility to have such consent.

With its claim concerning data management the affected Subscriber or user may contact:

- Service Provider's customer service
- Service Provider's Data Protection Officer

Dr. György Papp, Data Protection Manager  
Vodafone Hungary Ltd. 1476 Budapest, PO Box 350

- National Media and Infocommunications Authority (Authority),
- Office of the Data Protection Commissioner

Upon infringement of its rights related to the management and protection of its personal data the Subscriber or user may have recourse to judicial procedure.

**11. Methods, cases and deadlines for making statements by subscriber as set forth by the laws, and for the amendment, withdrawal thereof (particularly for subscribers' name list, provision of location data other than traffic data, provision of value added services, selling of electronic infocommunications services, and for the management of personal data for the purpose of direct marketing, requesting itemized invoice, statements concerning intermediary service provider chosen by way of carrier pre-selection, declaration on status of individual subscriber);**

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

Subscriber may make its declaration on its subscriber status during the conclusion of the contract, in accordance with Section 6.2 hereof, which may be modified by Subscriber as per the regulations set forth in Section 9.3 hereof.

Detailed guidelines with regard to the management of personal data are set forth in Section 10 and Appendix No. 3 hereof.

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

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

## **12. Cases and conditions of termination of the subscription contract, deadline for the fulfilment of payment obligation by subscriber without termination of contract by Service Provider;**

### **12.1. Cases of termination of the Subscription Contract:**

- a) Mutual agreement: the Subscription Contract will terminate at the time determined by the Parties, if the contracting parties have mutually agreed thereon, with the provision that the Parties may terminate the subscription contract concluded by implied conduct by implied conduct, express oral or written statement; the subscription contract concluded orally by express oral or written statement; while the subscription contract concluded in writing by express written statement.
- b) The Subscription Contract shall expire upon Subscriber's or Service Provider's winding up without legal successor, as well as upon termination of Service Provider's right to provide the services.
- c) The Subscription Contract concluded with the transferring provider will be terminated in accordance with the rules on number porting, when porting is completed, provided that it is not modified.
- d) The Subscription Contract concluded for definite term shall expire after the definite term. Before expiration of the contract, Service Provider shall inform Subscriber on the number of days remaining until and the date of expiry, by way of at least 30 (thirty) but maximum 60 (sixty) days' advance notice in an annex to the invoice letter, or in absence of such invoice letter, via mail or by electronic communication appropriate for the nature of service. In the fixed-term Subscription Contract Parties may freely agree on the contractual terms and conditions of the new Subscription Contract subsequent to the fixed-term Subscription Contract, whereby the new contract may only be concluded for indefinite term. Parties may agree on the prolongation of the term of the fixed-term contract upon the conclusion thereof and with Subscriber's express declaration before the expiry of the definite term.

### **12.2. Cancellation by Subscriber**

- 12.2.1. Where a Subscription Contract is concluded for stationary Internet access services, in case Service Provider exceeds the deadline set forth for the starting of service provision in the Subscription Contract, Subscriber shall be entitled to cancel the contract before the installation of subscriber's termination point and without any unfavourable contractual consequences. In case of cancellation by Subscriber Parties shall settle with each other and Service Provider shall refund the fees paid under the relevant contract to Subscriber within 30 days after cancellation, the latest, and Subscriber shall at the same time, return the equipment provided by Service Provider to the latter.
- 12.2.2. Where Subscriber has subscribed for mobile radio telephone, wireless Internet and stationary Internet access services in a package, which – based on the conditions and pricing thereof – is a separate product and the deadline provided for the installation of stationary Internet access service forming part of such package is not met by Service Provider, then Subscriber at its sole discretion and before the installation of subscriber's termination point shall be entitled to:

- a) either cancel the Subscription Contract; or
- b) initiate the modification of the Subscription Contract by way of mutual agreement in a way that parties shall replace the content thereof by a tariff package exclusively for mobile radio telephone service for mobile radio telephone or such a service eligible for wireless Internet, without any unfavourable legal consequences. In such case, Service Provider shall not be entitled to refuse the modification of the Subscription Contract as provided above.

Upon the practicing of cancellation right under Subsection (a) of the present Section v by Subscriber, but in case Service Provider has started the provision of mobile radio telephone or wireless Internet services in due time, Service Provider shall reimburse to Subscriber the fee reduced by that of the mobile radio telephone or wireless Internet services within 30 (thirty) days after cancellation, and Subscriber shall at the same time, return the equipment provided by Service Provider to the latter.

### **12.3. Termination by Service Provider**

The Subscriber may terminate the Subscription Contract orally or in writing. Termination by implied behaviour is not applicable.

The right of oral termination may be exercised through the contact details of the Central Customer Service, while the right of written termination may be exercised through the Central Customer Service of the Operator, its authorized representative offices, reseller network and through its web site.

In the case of oral termination the Subscriber is required to provide the following details: call number belonging to the subscription(s) intended to be terminated and customer security number, name of the subscriber. Furthermore, in order to verify the right of the Subscriber for termination, the Operator may request other data specified in the Subscription Contract, another telephone number registered for the same customer number or any other telephone number that can be called back immediately.

In the case of written termination the Subscriber is required to submit the termination pursuant to the provisions of section 2 of the General Terms and Conditions on representation, and give the following details for identification: call number belonging to the subscription(s) intended to be terminated, customer security number, name of the subscriber.

The Subscriber is required to pay off immediately all his debts existing at the time of communicating his termination to the operator. The initial date of written termination (notice period) is the day on which the Operator receives the termination of the Subscriber, in the case of oral termination the day when the Subscriber communicates the termination to the operator (when the Operator learns about the termination). The Operator will bill all charges (such as the monthly subscription fee and other monthly fees for the fraction of month) incurred during notice period - i.e. the time between the communication of the termination to the Operator and the day when the legal relationship of subscription is terminated - to the Subscriber.

#### **12.3.1. Termination of indefinite-term Subscription Contract with notice**

Subscriber may terminate an indefinite-term Subscription Contract by 15 (fifteen) days' notice at any time, without reasoning in written form.

#### **12.3.2. Termination of fixed-term Subscription Contract without notice**

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

- i. If Service Provider unilaterally modifies the General Terms and Conditions in cases set forth therein and such modification contains unfavourable provisions for Subscriber, then Subscriber shall be

entitled to terminate the fixed-term Subscription Contract without notice within 8 (eight) days after receipt of the notice on such modifications without any further legal consequences. However, Subscriber shall not terminate the fixed-term Subscription Contract even in this case if it has concluded it with regard to the advantages due to definite term and the modification does not affect the received advantages. Should such modification affect the received advantages and Subscriber terminates the fixed-term Subscription Contract, Service Provider shall not claim for the amount of such advantages due for the period following the termination to be paid by Subscriber. The Operator is entitled to charge the discounts taken by the Subscriber until the expiry of the notice period.

- ii. Subscriber may forthwith terminate the Subscription Contract in case Service Provider fails to remedy the defect within 30 (thirty) days after notification of such defect. In such case, Service Provider shall neither claim for consideration of the advantages, neither shall it apply any unfavourable legal consequences for such termination, even if Subscriber has undertaken an obligation in the fixed-term Subscription Contract for using the service or related products and has concluded the contract with a view to the advantages arising therefrom and it has terminated the contract before the expiry of the definite term.

In case of termination of fixed-term contract by Subscriber without notice the contract shall terminate upon the expiry of 15 (fifteen) days after the receipt of the statement on termination by Service Provider.

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

## **12.4. Termination by Service Provider**

### 12.4.1. Announcement of termination

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

- (a) by registered letter; or
- (b) in a letter with return receipt; or
- (c) by way of termination forwarded to the fax number provided in the Subscription Contract; or
- (d) via electronic document or e-mail.

Termination by Service Provider forwarded as above shall be deemed delivered to Subscriber:

- (a) in case of registered letter on the 5th (fifth) day after sending; or
- (b) in case of letter with return receipt on the date of delivery indicated on the return receipt, provided that in case of a return receipt with a statement of "unknown recipient" or "recipient has moved to unknown address" on the 5th (fifth) day after second attempt of delivery; or
- (c) in case of fax on the date of delivery indicated on the confirmation of successful transmission received by Service Provider; or
- (d) in case of electronic document or e-mail upon the delivery date as indicated on the confirmation system message.



Termination by Service Provider shall contain:

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

If the reason of termination is due to breach of contract by Subscriber and Subscriber eliminates such breach during the termination notice period, the Subscription Contract shall not expire by Service Provider's termination. Service Provider shall inform Subscriber thereon.

12.4.2. Upon breach of the Subscription Contract Service Provider may terminate it in accordance with the conditions as per Section 12.4.1 with 15 (fifteen) days' notice if:

- a. subscriber hinders or jeopardizes the proper operation of Service Provider's network in any way – including but not limited to the use of packet-switched (GPRS-based) services in breach of Appendix No. 4 of the General Terms and Conditions – and fails to cease such breach of contract even after 3 days from notification thereof including legal consequences;
- b. in case the reason of suspending the service as defined in Section 5.1.6.3 hereof still exists without any change Service Provider may terminate the Subscription Contract as of the last day of the term of suspending the service;
- c. if it can be assumed based on available data and information that Subscriber – in order to conclude the contract or to use the Service – has mislead Service Provider concerning material circumstances – in particular personal data;
- d. even after notification on legal consequences, Subscriber does not allow Service Provider to conduct on-site controls for the examination and elimination of the defect announced to or discovered by Service Provider;
- e. Subscriber uses the Service in a way or for purposes against the laws, including without limitation, if:
  - i. it uses the subscription Service for the provision of network services;
  - ii. based on data available to Service Provider, Subscriber is deemed to use the Service for purposes in breach of criminal laws or petty offence laws;
  - iii. there is a reason to assume that Subscriber has misled or endeavours to mislead Service Provider;
  - iv. in the course of using packet-switched (GPRS-based) services Subscriber acts in an unlawful way.

12.4.3. Service Provider may terminate the Subscription Contract by 30 (thirty) days' notice if Subscriber has failed to pay due fees even following the 2nd notice sent at least 15 (fifteen) days subsequent to the dispatch of the first one also including a notification on legal consequences.

- 12.4.4. Service Provider shall not be entitled to terminate the contract if Subscriber disputes the amount of fee arrears and has filed an application with the Authority or other organization competent to settle such dispute, provided that Subscriber continuously pays further, non-disputed and due fees payable after using the service.
- 12.4.5. Service Provider – if having a closed billing system related to the service subject to complaint, as it is verified by a certification body designated by the Minister – shall be entitled to terminate the Subscription Contract in accordance with the present Section of the General Terms and Conditions even if Subscriber files its invoice complaint under Section 6.2.4 hereof before expiry of payment deadline. Payment deadline shall not be expanded with the examination of the invoice complaint even if Service Provider fails to refuse the application within 5 (five) days.
- 12.4.6. Upon the request of another service provider, Service Provider shall terminate the Subscription Contract if the electronic infocommunications network of Service Provider is used by another Service Provider or if the fee is collected on behalf of another Service Provider and
- a. conditions under Section 12.4.2 or 12.4.3 are met; and
  - b. third party service provider is not entitled or unable to restrict or terminate the service.
- 12.4.7. Section 12.4.8 shall not apply if in case described in Section 12.4.6, upon individual discretion and in consideration of the circumstances of the given case, Service Provider applies termination notice periods as defined in Section 12.4.2 or 12.4.3.
- 12.4.8. Except as set forth in Section 12.4.2 or 12.4.3, termination notice period for the termination of the Subscription Contract by Service Provider is 30 (thirty) days.
- 12.4.9. If Service Provider is unable to fulfil the deadline as provided for the starting of the service in the Subscription Contract for technical reasons, Service Provider shall be entitled to terminate the Subscription Contract with notice.
- 12.4.10. The Subscription Contract shall terminate upon the event described in Section 5.1.6.2 hereof after the expiry of the 30 (thirty) days' deadline.
- 12.4.11. Service Provider shall be entitled to terminate every Subscription Contract entered into with Subscriber if the latter is in breach of provisions under Section 14.2 hereof. Termination notice period in case of terminating the Subscription Contract by Service Provider in this case is 30 (thirty) days.
- 12.4.12. Instead of terminating the contract Service Provider may request provision of security or – in accordance with Section 5.2 of the General Terms and Conditions – to restrict the frame or use of the services. If Subscriber fails to eliminate the cause of restriction within 30 (thirty) days, such restriction shall not prevent termination if the conditions thereof otherwise are established.
- 12.4.13. In case of termination by Service Provider the day of termination of the Subscription Contract is the date following the day indicated in the written termination that has expired without any result.

## **12.5. Further cases of termination**

- 12.5.1. Stationary Internet access service – if a cable service is already in operation at the place of installation – may be ordered only for telephone line operating without restriction. If the line without restriction is not available due to the reason within the frame of interest of subscriber, the contract shall terminate on grounds of unfeasibility.
- 12.5.2. In case of stationary Internet access service attached to already existing telephone-subscription it is also necessary to have a valid telephone-subscription with a public cable telecommunications service provider which shall serve as a basis for the cable telephone-subscriber service and the telephone-subscription ADSL service shall therefore, fall under equal terms with the telephone-subscription serving as a basis thereof, irrespectively of the fact that the subscribers of the stationary Internet access service and the cable telephone service may be separate persons as well. Subscriber acknowledges that in case the cable telephone service ceases to exist at the place of installation or it is relocated, irrespectively of the fact that whose behaviour has led thereto as well as that the measure leading to the termination or relocation of the cable telephone service at which service provider has been initiated, the stationary Internet access service shall terminate upon the termination or relocation of the cable telephone service, adding that such resolute condition shall be Subscriber's responsibility, especially to the ability to reclaim advantages granted by Service Provider and the termination of fixed-term Subscription Contract before the expiry of such term.
- 12.5.3. In case Subscriber requests the relocation of stationary Internet access service to a geographical area not covered by Service Provider and therefore the relocation is not feasible, the Subscription Contract – at Subscriber's discretion - shall remain in effect with the same content or upon Subscriber's request the access point shall cease and the subscription legal relationship shall be suspended until the fulfilment of such relocation but latest for the period set forth in Section 5.1 of the present General Terms and Conditions. Upon termination of the Subscription Contract due to such suspension, it shall be considered as a contract terminated due to a reason affecting Subscriber's frame of interest, with special regard to the ability to reclaim certain advantages granted by Service Provider.

## **12.6. Governing procedure for termination of the Subscription Contract**

- 12.6.1. Upon termination of the Subscription Contract all payment obligations under the contract shall fall due. Subscriber shall forthwith pay all existing, payable and overdue debts.
- 12.6.2. Upon termination of the Subscription Contract Service Provider shall send an invoice to Subscriber as regards the last subject period as well as an invoice for any unpaid and due debt based on the Service.
- 12.6.3. Irrespectively of the termination of the Subscription Contract, fees of calls initiated from the network of Service Provider that have not been invoiced and based on two-sided agreements (roaming), the fees advanced by Service Provider related to calls initiated from and received in partner mobile phone network shall be paid by Subscriber upon invoice issued by Service Provider, within the deadline stated therein.
- 12.6.4. In case of termination of the Subscription Contract Service Provider shall conclude a new Subscription Contract with Subscriber or Invoice Payer only if Subscriber or Invoice Payer do not have any debts resulting from the use of the Service or former Subscription Contract was not terminated due to a reason affecting Subscriber's and/or Invoice Payer's frame of interest. In case Subscriber or Invoice Payer has fulfilled its previous debt only with material delay (at least 2 (two) months following payment

deadline), Service Provider shall be entitled to prescribe advance payment of fees in an amount depending on the results of credit assessment. Such advance payment shall be credited by Service Provider after the payment of 12 (twelve) invoices following advance payment, continuously, in Subscriber's current invoice.

- 12.6.5. The Subscriber acknowledges that after 6 (six) months following termination of the Subscription Contract or the change of the subscriber number (the latter may occur (a) upon Subscriber's request, b) if the number must be changed due to technical or traffic reasons and its necessity has been verified by the Authority c) if the change is required by law) the Service Provider may reuse his call number. Subscriber may not claim for any damages whatsoever with reference to such grounds against Service Provider.
- 12.6.6. If Subscriber notifies Service Provider's customer service that the Subscription Contract has been concluded by a false representative and authority examination establishes misuse in the course of concluding the Subscription Contract, then it shall be regarded as null by Service Provider.
- 12.6.7. Service Provider shall suspend the enforcement of its claims arising from the Subscription Contract until the final (if relevant) conclusion of the procedure by the competent authority.
- 12.6.8. The copy of police recording or denunciation is necessary for the announcement on the loss or theft of identification documents of Subscriber's representative entitled to sign on behalf of Subscriber before the conclusion of the Subscription Contract, or on the conclusion of Subscription Contract with Service Provider by the misuse of Subscriber's data or by way of committing a crime.
- 12.6.9. If, in the case of a Subscription Contract for a definite term, the Subscriber gives cause by his breach of contract for the Operator to terminate the Subscription Contract pursuant to section 12.4.2 or 12.4.3 thereof, the Operator may only require the discounts taken by the Subscriber and may not attach any other disadvantageous legal consequences to the termination. The Operator is entitled to bill the discounts taken until the expiry of the notice period.

### **13. Detailed rules applicable for the election of mediators in accordance with the provisions of the contracts of interconnection;**

In accordance with regulations relevant for Service Provider, it does not provide for election of mediators.

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

#### **14.1. *Obligation to cooperate and inform***

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

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

Subscriber and/or its legal successor shall inform Service Provider with undue delay in case of any changes affecting its person or legal status or business. Any damages resulting from failing to do so shall be borne by the omitting party.

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

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

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

Other obligations

Subscriber may not resell the Service. Reselling the Service does not comply with the requirement of proper exercise of rights, since the Service is provided by Service Provider for personal use thereof by Subscriber and the designation of the Service is the personal use by Subscribers.

Subscriber may not use the Service for the provision of network services. Provision of network services by Subscriber does not comply with the requirement of proper exercise of rights, since the Service is provided by Service Provider for personal use thereof by Subscriber and the designation of the Service is the personal use by Subscribers.

Subscriber acknowledges that in the course of the use of the Service under the Subscription Contract, and in particular in the course of using the customer service as defined in Section 6.2.2.2, as well as during the filing of subscribers' announcements and complaints, it shall refrain from harassing and such behaviour that is infringing public morale and dignity of the human being. Should Subscriber fail to fulfil such obligations Service Provider shall be entitled to demand Subscriber to immediately cease such improper behaviour. Should Subscriber fail to comply with its obligation even after the demand, Service Provider shall be entitled to terminate the Service in accordance with Section 12.4 (under Article 134. §, paragraph (11) of the Act on Electronic Communications).

#### **14.3. Obligations related to terminal equipment and other service provider-owned electronic infocommunications devices handed over to subscriber**

- 14.3.1. Subscriber shall ensure the possibility to Service Provider to perform the installation and calibration of the devices necessary for the use of the service and provided by Service Provider at a date previously agreed on by the parties against on-site configuration fee. Subscriber shall ensure operation conditions for the equipment installed and provided by Service Provider during the term of the contract and cooperate with Service Provider for the elimination of defects. Subscriber shall be liable for the damages due to total or partial defects, damages of the equipment and other technical tools installed by Service Provider, as well as for their becoming unsuitable for proper use and the loss, destruction thereof.

- 14.3.2. If – according to the findings of examination following Subscriber’s defect notification – the defect is not due to the equipment provided by Service Provider, then expenses related to such examination and field-work shall be reimbursed by Subscriber based on Service Provider’s invoice, to Service Provider.
- 14.3.3. Service Provider shall be liable for the proper operation of terminal equipment distributed by Service Provider only under warranty terms as long as the terminal equipment is used properly. In case Subscriber modifies the configuration of the terminal equipment purchased from Service Provider, thus causing damages for itself, Service Provider or third parties, this shall be considered as a damage arisen within Subscriber’s frame of interest and Service Provider shall not be liable for such damages. Subscriber shall reimburse the value of so-caused damages for the aggrieved party.
- 14.3.4. In case a third party claims for the reimbursement of damages caused within Subscriber’s frame of interest from Service Provider, Service Provider shall be entitled to charge the amount of damages on Subscriber.
- 14.3.5. Subscriber shall continuously keep the terminal equipment used by him/her in working condition, and use it properly. Should Subscriber fail to comply with this obligation Service Provider shall be exempted from liability for the so-caused damages.
- 14.3.6. Service Provider shall not be liable for interruption of services due to failure or incorrect configuration of terminal equipment/technical tools that have been put into operation by Subscriber himself/herself.
- 14.3.7. Subscriber shall ensure that Service Provider or the electronic infocommunications service provider providing public voice transmission services for Subscriber, as well as agents thereof shall be able to control the access point at formerly agreed time and to correct the defect.

**14.4.        *Announcement of changes in data, data provision;***

14.4.1. Data provision

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

- 14.4.2. Subscriber shall announce to Service Provider any changes in its data recorded in the Subscription Contract without undue delay. Information regarding such announcement and the management thereof are set forth in Section 6.2 of the General Terms and Conditions. Service Provider shall not be liable for any damages due to failure of immediate announcement of the subscriber data provided for Service Provider, and it may claim for reimbursement of its damages related to such failure with reference to Subscriber’s breach of contract.