

**Invitech ICT Services Ltd.**

**2040 Budaörs, Edison u. 4.**

**General Terms and Conditions of  
Contract  
(Invitech GTC)**

**Body Text**

**Date of entry into force of the GTC:**

**01 January 2022**

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## Definitions

- “DataCenter”** The server hosting room of the Service Provider, the DataCenter location hosts the virtual server environment. The DataCenter is an appropriately protected, air-conditioned building where it is also possible to use shared and dedicated emergency office, storage room, assembly room and console room.
- “Admin user”** A person with special rights and responsibilities specified by the Customer, who performs the administrative tasks related to the Service on the Customer side (e.g.: license management).
- “Inquiry”** Applicant requests the Service Provider to submit a reduced offer containing the main features of the Service.
- “Activation”** The delivery date of the Service, the date specified in the **Performance Certificate** or in the **Delivery-Acceptance Report** made upon delivery of the Equipment, the date when the billing starts.
- “Basic tariff”** The subscription fee, the call charges, and the data charges.
- “General Terms and Conditions of Contract (“GTC”)** The terms and conditions predetermined by the Service Provider which include the main elements of the subscriber or other service relationship, which are not specified in the Individual Agreement, but constitute its content; in particular, the establishment, termination, modification of the legal relationship, and the types, conditions and terms of use of the services available under the Contract. With mutual agreement the Parties may divert from the GTC.
- “Price quote”** The main features of the Service specified by the Applicant in the Inquiry, e.g., a unique, indicative offer containing feasibility and its expected duration, description of service elements, and pricing, which does not contain any additional information required to conclude the Contract.
- “Delivery-acceptance report or declaration”** Document signed by the representatives of the Parties confirming the delivery of the Assets, equipment or network elements provided by the Service Provider to the Customer. The risk of damage to the Assets is listed and handed over on the declaration, passing the risk to the Customer.
- “Estimated maximum speed”** upload and download speed guaranteed by the Service Provider in the Contract for mobile internet access, on the basis of which the user may obtain information about the highest speed that can practically be achieved in the Provider’s service area.
- “Extended offer”** Document provided by the Service Provider, which contains the terms and conditions of the use and the tariffs of the Service, and the statements made by the Applicant during the Application process in non-amendable PDF format. If the document is signed and returned by the Applicant to the Service Provider, it shall be considered an Order.
- “Package Loss”** In case of internet access, the ratio of data packages not received on the terminal point and of total data packages sent over the reference connection within a specified time period.
- “Individual Agreement”** An agreement relating to the provision of the Service exclusively to the Customer concerned, which is a document signed by both Parties containing the specific terms, fees, technical and other data of the given Service, the Draft Contract or the Service Provider’s offer and the Order.
- “Electronic communications service”** Service provided to other parties – usually for a fee – which – except for services providing content forwarded using electronic communications networks and electronic communications services, services exercising editorial control over such contents or services not considered as interpersonal communications services related to the information society, as determined by the law – includes
- a.) internet access service;
  - b.) interpersonal communications service; and
  - c.) services consisting of transmitting signals fully or mainly over electronic communications networks, and where applicable, controlling such services, including machine-to-machine (M2M) communication.
- “Supply area”** The area accessible from the Service Provider’s established access network route or the Partner Carrier involved in the delivery of the service with the subscriber loop or branch using the given technology, without any additional construction work.
- “Subscriber number, telephone number or connection number”** Enables identification and access of the Subscriber Access Point providing the telephone service.
- “Subscriber Access Point”** A connection point (endpoint) through which the Customer/Subscriber may use network or electronic communications services through the physical or logical connection of the subscriber terminals.
- “Customer Premises Equipment (“CPE”)** Equipment or Device needed to use the Service which is either provided by the Customer, or by the Service Provider under a Contract of use.
- “Prequalification”** Result of the preliminary assessment based on the records of the Service Provider, gained without a physical survey (Macro assessment).
- “Equipment”** Active or passive network elements or other equipment rented by the Customer from the Service Provider.

- “User”** The natural person or other organization who/which requests or uses publicly available electronic communications services.
- “User account”** The virtual database behind the Service, which provides the licenses included in the selected package and access to the services.
- “Party/Parties”** For the purposes of the present GTC, the Service Provider and the Applicant or Customer, together or separately.
- “Network termination equipment (NT)”** The equipment owned by the Service Provider, which implements the Subscriber Access Point or the Service Point at its physical interface and enables access to the Service.
- “Upload and download speeds indicated in advertisements”** can be the minimum (guaranteed) or maximum (nominal) speed typical for the internet access service.
- “Carrier service”** An electronic communications service which, if the technical conditions are available, provides access to other Supporting Services that are provided by the Service Provider.
- “Applicant”** Such medium-size or large businesses or institutions (including state, public administration, non-governmental organizations and other organizations with independent legal personality under separate legislation), which in the course of its economic, business or statutory tasks, intends to use a Service specified in this GTC, on the Website of the Service Provider, or published in other ways.
- “Application”** A statement by the Applicant in which the party initiating the conclusion or amendment of the Contract declares to the Service Provider that they intend to use a Service specified in the GTC, on the website of the Service Provider, or in some other way, e.g., in a Price Offer/Indicative offer or Draft Contract. The Inquiry does not qualify as Application. The Price Offer accepted by the Applicant shall be considered an Application.
- “IT service”** The Service Provider’s other services, not considered to be electronic communications services.
- “Invitech service area”** Within the Service Provider’s Supply Area, the total number of networks where the Service Provider operates a copper-wire, optical, microwave radio, or other communications network that provides subscriber access.
- “Framework Contract”** Where there is simultaneous use of several Services, the Customer and the Service Provider may conclude a cooperation agreement, which contains the common conditions for the use of the Services and the detailed conditions of cooperation between the Parties. In this case, the Contract of the Parties containing the specific terms of using the given Service consists of the Framework Agreement, the Individual Agreement and the GTC in force at all times. The Individual Agreement, Draft contract, or the Service Provider’s Offer and the relevant Order shall be considered as the document that contains the specific terms, fees, technical and other data of the given Service.
- “Delay”** In case of internet access service, it is the duration that passes between sending a data package from one endpoint and returning of the data package to the same endpoint over the reference connection.
- “Delay fluctuation”** In case of internet access service, it is the average difference between the measured values of the delay between the same two endpoints.
- “Ready report”** Notification that the Service Provider has put the Service into operation and has granted the Customer access to the Service, technically and logically, in accordance with the provisions of the Individual Agreement.
- “Device”** A piece of equipment or a terminal enabling the use of the internet access service or audio-visual media service, that is capable of displaying image and sound.
- “Release”** Implementation of multiple, bundled Changes at a time. A release containing an Urgent Change is considered an Urgent Release.
- “Supplementary service”** A service element or function, that is an extra (network and/or information) service supplementing and closely related to the basic service that is not available on its own.
- “Maximum (nominal) speed”** Applied for fixed internet access service, it is the highest upload and download speed guaranteed by the Service Provide in the Contract, which the User may experience when using the Service.
- “Customer”** For the purposes of the GTC, the Customer is a medium-size or large business or institution (including state, public administration, non-governmental organizations and other organizations with independent legal personality under separate legislation), which in the course of its economic, business or statutory tasks, uses the Service and is in a contractual relationship with the Service Provider for using the IT and other services and publicly available electronic communications services. In the respect of the electronic communications services, the Customer is considered a subscriber.
- “Order”** The Customer’s legal declaration expressing their intention to enter into the Contract and accepting the Service Provider’s offer, and the Draft contract or Extended Offer originally signed by the Customer.
- “Minimal (guaranteed) speed”** Applied for fixed internet access service, it is the lowest download and upload speed guaranteed by the Service Provider in the Contract, which is always available to the Client.
- “Modification request”** An announcement relating to the modification of or parameterization of an operating Service that does not affect the basic technical characteristics of the Service, e.g., Supplementary service, Option or a parameter setting, change or deletion.

- “Business hours”** For the purposes of the present GTC, on working days between 8:00 and 18:00 hours.
- “NMHH”** National Media and Infocommunications Authority.
- “Option”** A Supplementary service or discount option that may be chosen by the Customer.
- “Complaint”** An announcement made by the Customer that is aimed at rectifying an individual infringement or violation of interest concerning the Service used and affecting the legal relationship, and that does not constitute a fault report.
- “Trial period”** After delivery (activation), the Customer may try the Service specified in the Contract in real-time conditions.
- “Supported service”** A Service that requires the simultaneous existence of a Carrier service, that provides access and meets the required technical conditions.
- “Speed available under normal circumstances”** Applied for the fixed internet access service, it is the upload and download speed guaranteed by the Service Provider in the Contract, which must be available to the Client in at least **90%** of the time each calendar day, except for the case of Service limitation or suspension.
- “Serious incident”** Service failure in the Service Provider's communications network reducing the service provision capability and affecting several customers simultaneously.
- “Number portability”** A procedure detailed in **section 8.1 of the GTC** whereby the Customer - without changing the geographical location of use - chooses another fixed telephone service provider and transfers its existing subscriber number (geographical or non-geographical telephone number) from the existing (transferring) service provider to the new (receiving) service provider.
- “Intellectual property”** The documents, knowledge bases and other materials, copyrighted intellectual property created by the Service Provider, or created within the Service Provider's interest in the course of performing the Contract.
- “Contract”** The individual full and definitive agreement of the Parties based on the effective regulations and the terms of this GTC, which consists of the Individual Agreement and its annexes and the GTC in force at all times. The Contract made for the use of electronic communications services shall be considered a subscriber contract and the Individual Agreement will be considered an individual subscriber contract.
- “Draft contract”** A document made between the Parties in the agreement process, which the Parties share in editable form, that retains the changes and the comments/questions of the parties for the purpose of negotiating the contractual terms and making the Applicant's appropriate statements. The finalized draft contract, if signed originally by the Applicant, shall be considered an Application, and if signed by the Service Provider, it shall be considered a Service Provider's offer. If signed by both parties, the Individual Agreement shall enter into force on the date of signing.
- “Repair service provider”** A contracted partner of the Service Provider performing the repair of Equipment and Devices rented or provided by the Service Provider to use the service, that is also licensed to issue professional opinion.
- “Service”** Basic service, supplementary service or service group with multiple service elements that may be used independently.
- “Service Provider”** For the purposes of the GTC, the Service Provider is a business operating an electronic communications network and providing electronic communications services, as well as IT and other services, the details of which are contained in **Chapter 1 of the GTC**.
- “Service Provider's offer”** A document containing the specific conditions, fees, technical and other data related to the provision of the given Service, made on the basis of the Customer's Application and agreed by the Parties and originally signed by the Service Provider, or a Draft contract or Extended offer submitted in non-editable PDF format. A Price quote shall not be considered a Service Provider's offer.
- “Service boundary point”** A logical or physical connection point, on or through which the Customer can use the hosting service, network functions, and other IT services.
- “Uninterrupted service provider change”** A possibility available to the Customer detailed in **section 8.2 of the GTC** to choose an electronic communications service provider that provides broadband Internet access services, when changing internet access service providers – if all the conditions thereof are available - in such a way that the service remains continuously operational on the basis of the agreement of the subscriber access service providers (**obligated service provider**), and the electronic communications providers providing the internet access service (**eligible service provider**, internet service provider, ISP).
- “Durable media”** any device or platform available at the given level of technological development allowing long-term storage of data for the period of time adequate for the purpose of the data, and display of such data in their original form and contents. Such media typically include paper, USB-key, CD-ROM, DVD-ROM, memory card, computer hard disk, electronic mail or electronic storage space.
- “Partner carrier”** Other electronic communications provider in contractual relationship with the Service Provider.
- “Site”** Registered address, site or branch of the Customer, or other location determined by the Customer.



- “Certificate of performance”** Customer’s confirmation of contractual performance and the Service being operational.
- “Test period”** The Customer may test the contracted Service before its delivery (activation) under real circumstances with the assistance of the Service Provider and may examine its interoperability with its own network.
- “Change”** Any activity as a result of which the operated service provider environment (the IT network connected with the provision of the service) changes. Such can be the alteration of one or more features of one or more configuration elements, and the implementation or withdrawal of one or more new configuration elements. An Emergency Change is a change that must be introduced as soon as possible to prevent or repair a Serious Incident.
- “End-user”** End-user is a third-party natural person (User) for whom the Customer makes available and resells the Services within the scope of its own economic activity on a separate agreement. The End-user is in contractual relationship with the Customer exclusively. All responsibility for the Service and its resale to the End-user is borne entirely and exclusively by the Customer.
- “Business controlling End-user access”** A business or Customer that has control rights of the physical or logical connection to an electronic communications network or part thereof.
- “End-point”** is the physical or virtual place where the service is provided, the Site that includes the Subscriber access point.

# 1. Service Provider's data, availability details, scope, effect and availability of the GTC

## 1.1 Service Provider's data

Full name:	<b>Invitech ICT Services Limited Liability Company</b>
Short name:	<b>Invitech ICT Services Ltd.</b>
Registered offices:	<b>2040 Budaörs, Edison u. 4., Hungary</b>
Company form:	<b>Limited Liability Company</b>
Company registration number:	<b>13-09-190552</b>
Tax number:	<b>25836965-2-44</b>
D&B D-U-N-S®:	<b>36-665-3032</b>
Website:	<b>invitech.hu</b>

## 1.2 Service Provider's customer service, technical helpdesk and fault reporting service availability

(1) The User or his representative can submit a complaint for the Service provided by the Service Provider, and the charges made and collected, at the Service Provider's Customer Service.

(2) The Service Provider records telephone complaints received by the Customer Service and the Fault Reporting service, which it will keep in retrievable form as specified in section **10.1.1 of the GTC**.

(3) In order to fulfil the obligation to provide information under the **Information Act** (Infotv.), the Service Provider will, allow the person concerned to listen to the voice recording of the telephone conversation conducted with Customer Services.

(4) Upon the Customer's request, the Service Provider shall make available a copy of the voice recording within **30 days**, or upon request from the Authority, within the time specified in the request. Submission of the copy to the Customer is free of charge on one occasion per request.

(5) The Customer, or another person acting on the Customer's behalf, can contact the Service Provider's customer service during business hours on the following contact numbers:

Telephone number:	<b>06 80 82 00 82</b> , from abroad: <b>+36 1 884 4242</b>
Business hours:	<b>on working days</b> (Monday to Friday) <b>08:00 – 18:00 hours</b>
Central telefax number:	<b>06 1 888 3899</b> , from abroad: <b>+361 888 2899</b>
Mail address:	<b>2041 Budaörs, POB 1444 (Hungary)</b>
E-mail:	<a href="mailto:vip@invitech.hu">vip@invitech.hu</a>

(6) The Service Provider's Customer Service is available for personal meeting only following coordination via telephone, on **business days** (Monday – Friday) **from 8 a.m. to 4 p.m.**, at the address: **2040 Budaörs, Edison utca 4**.

(7) Fault, operating disorder or failure of the Service must be reported on any of the following contacts:

a.) Service Provider's technical helpdesk (fault reporting service)

Telephone number:	<b>06 80 88 00 88</b> , from abroad: <b>+36 1 888 3585</b>
Business hours:	<b>every day between 0:00-24:00 hours</b>
E-mail:	<a href="mailto:help@invitech.hu">help@invitech.hu</a>

b.) the Service Provider's Customer Service specified in paragraph (2) on the contact numbers and during the hours specified there,

c.) on the Customer Portal on the Service Provider's website (for registered users)

Website: [ugyfportal.invitech.hu](http://ugyfportal.invitech.hu)

d.) in another form or manner specified in the Contract.

The detailed rules of fault reporting and fault elimination are described in **Chapter 6 of the GTC**.

(8) DataCenter operator service, announcement of entry intention:

Telephone:	<b>06 80 911 014/ Option 2</b> , from abroad: <b>+36 88 576 061</b>
E-mail:	<a href="mailto:adatkozpont@invitech.hu">adatkozpont@invitech.hu</a>

## 1.3 Customer Portal

(1) The Service Provider operates for the Customer an automated online customer portal at the [ugyfportal.invitech.hu](http://ugyfportal.invitech.hu) web address, which provides access to the Customer's data stored in the Service Provider's databases, its bills, the services used and allows the Customer to monitor its ongoing matters.

(2) The Customer Portal is available to persons registered by the Customer by e-mail address. The Customer can specify the levels of access during the contracting process.

(3) The levels of access determine the scope of the data that the user can see and modify the functions available on the Customer Portal and the downloadable data.

(4) The matters that may be administered on the Customer Portal may be selected in the menu system of the portal. The scope of the functions is continuously expanded; Customer Service can provide up-to-date information about this.

#### 1.4 Scope, effect, and availability of the GTC

(1) The Service Provider has integrated in this document its general terms and conditions of contract (GTC) for the Basic and Supplementary services provided to its customers.

(2) The material scope of the GTC extends explicitly but not exclusively to the Services provided by the Service Provider as listed in subsection (6) of this section, its personal scope extends to the Customer, the User and the End-user, and its territorial scope extends to Hungary. The Service Provider does not provide Services to individual (residential) natural persons, micro-enterprises classified as end-users, small business and public organizations.

(3) The Service Provider updates the text of the GTC in consolidated and integral structure for everyone and makes it public, free of charge, on its website in storable, displayable and printable form.

(4) In the course of amendments to the GTC, its most recently amended consolidated text, is available on the Service Provider's website and may be downloaded at least **30 days before** any changes affecting the electronic telecommunications services enter into force; in other cases, and when a new service is introduced, the change may be found from the date it enters into force on the Service Provider's website and may be downloaded from there ([invitech.hu/aszf](https://invitech.hu/aszf)).

(5) The Service Provider makes the ineffective versions of the GTC for the last **2 years** electronically available at its Customer Service and on its website. Upon request from the Customer, the Service Provider will give information about the content of the GTC at its Customer Service.

(6) Basic services falling into the scope of the GTC:

- a.) Electronic communications services
  - aa.) voice service
  - ab.) leased line service
  - ac.) VPN, Data network and supplementary service
  - ad.) Internet access service
- b.) IT services
  - ba.) server hosting service (IaaS)
  - bb.) server rental service
  - bc.) virtual server rental and platform services (PaaS)
  - bd.) information security services
- c.) Other services
  - ca.) operation, maintenance, fault repair
  - cb.) sale, installation, operation and rental of tools, software licenses, complex systems.

(7) The main text of the GTC contain the common regulations of the Services provided by the Service Provider, while the description of certain Basic and Supplementary services (including the Service quality indicators and target values), as well as the tariffs are specified in the **annexes of the GTC**. In the matters not regulated in the annexes, the provisions of the GTC main text shall apply.

(8) The provisions of the following legal acts shall apply expressly, but not exclusively, to the GTC, and to the Contracts concluded on the basis of the GTC:

- a.) Act C of 2003 on Electronic Communications (hereafter: **Eht.**),
- b.) NMHH decree 22/2020. (XII.21.) on the detailed rules of electronic communications subscriber contracts (hereafter: **Eszr.**),
- c.) Act V of 2013 on the Civil Code (hereafter: new **Ptk./Ptk.**),
- d.) NMHH decree 14/2020 (XII.15.) on the National Allocation Plan of Electronic Communications Network Identifiers and on the order of tax management (hereafter: **Anft.**),
- e.) Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereafter: **GDPR**),
- f.) Act CXII of 2011 on the right of informational self-determination and on freedom of information (hereafter: **Infotv.**),
- g.) NMHH decree 13/2011. (XII. 27.) on the requirements for the quality of electronic communications services connected with the protection of subscribers and users, and on the authenticity of pricing,
- h.) Act CVIII of 2001 on certain issues of electronic commerce services and information society services (hereafter: **Ekertv.**),
- i.) Act CXIII of 2011 on military defence and the Hungarian Army, and measures available for special legal order,
- j.) Act XXXIV of 1994 on the Police,

- k.) Act C of 2012 on the Criminal Code, with observance of Act CCXXIII of 2012 on temporary measures for the enactment of Act C of 2012 on the Criminal Code (hereafter: **Btk.**),
  - l.) NMHH decree 2/2017 (I.17.) on radio equipment,
  - m.) Act CLXXXV of 2010 on media services and mass media (hereafter: **Mttv.**),
  - n.) Act XLVIII of 2008 on essential conditions of and certain limitations to business advertising activity (hereafter: **Grtv.**),
  - o.) Act CXIX of 1995 on the use of name and address information serving the purposes of research and direct marketing,
  - p.) BM decree 24/1997. (III.26.) on the scope of facilities of outstanding importance for the operation of the state and the supply of the population,
  - q.) IM decree 1/2002. (I. 17.) on judicial enforcement and financial management,
  - r.) Act CXXVII of 2007 on general turnover tax (hereafter: **Áfa tv.**),
  - s.) Regulation 2015/2120 of the European Parliament and Council (hereafter: **TSM**),
  - t.) Act LXXVI of 1999 on copyright,
  - u.) Act IX of 2016 on flat-rate collection cost.
  - v.) Government Decree 13/2011. (II. 22.) on the foreign trade authorisation of dual use items,
  - x.) NMHH decree 13/2020 on the conditions of providing premium rate services,
  - y.) NMHH decree 23/2020 (XII.21.) on the detailed rules of service provider change and number portability.
- (9) In matters not regulated in the GTC or in the Contract concluded on its basis, the parties shall apply the provisions of the following legal regulations as appropriate, in this order:
- a.) in the case of electronic communications services, the **Eszr.**, the **Eht.**, and
  - b.) with regard to the **Ptk.** and in Article 1 and Article 50 (1) of the Act CLXXVII of 2013 ("**Ptké.**")
    - ba.) in the respect of the Contracts concluded on or after 15 March 2014 and their amendments, the **new Ptk.**,
    - bb.) in the respect of the Contracts concluded before 15 March 2014 and their amendments Act IV of 1959 on the Civil Code (**old Ptk.**)
- (10) Unless prohibited by law, the Parties may derogate from the GTC and the regulations with mutual agreement in the Individual Agreement.
- (11) Pursuant to Section 4 of Eszr., the Service Provider will apply the following derogations from the communications regulations in the GTC:
- a.) The Service Provider may fulfill its notification obligation in the case of an electronic invoice presentation system or in another way separate from the invoice notification e-mail or the electronic invoice (e-invoice, remote invoice) in accordance with the Customer's declaration. **Paragraph 3.1.7 (2) of the GTC.**
  - b.) The deadline assumed to start the Service is 30 business days. **Paragraph 2.4 (3) of the GTC.**
  - c.) The Customer must submit its penalty or compensation enforcement claim to the Service Provider in writing, in the form of penalty letter or penalty invoice. **Paragraph 7.4.1 (3), Section 7.4.8 of the GTC.**
  - d.) If the basis of calculating the penalty amount is some fee payable for the Service, then this shall be the net amount (without VAT) determined **in Annex 2 of the GTC**, in the Contract, or in some other form or manner. **GTC section 7.4.1 (4).**
  - e.) In the event of failing to comply with the time limit for starting to provide the Service, the penalty paid by the Service Provider shall not exceed **1 (one) month's fee** of the Service concerned. **GTC section 7.4.2.**
  - f.) In the event of ordinary termination of the indefinite-term Contract, the period of termination is 30 days for both Parties. **GTC section 12.3 (4) and (13).**
  - g.) The projection basis required to determine the penalty for handling an error report and for delaying troubleshooting is the subscription fee under the Agreement. **GTC Section 7.4.5 (2).**
  - h.) Calculation of the penalty payable in the event of termination of the definite-term Contract before the definite term expires or due to depreciation or quantity reduction of the contracted Services. **GTC section 7.4.9.**
  - i.) indication of the user of the premium services number and the description of the service provided in the detailed call list cannot be requested. **Annex 1, Section 1.3.1 (4) of the GTC**
  - j.) Blocking the calls of polling organization cannot be requested.
- (12) The electronic communications services included in these GTC do not qualify as universal services.

## 2. Conclusion of the Contract and its terms, conditions for establishing a subscriber access point, or connection to a network endpoint or network, and deadline for starting the Service

### 2.1 Contract conclusion procedure

- (1) If the Parties perform their activities related to the conclusion and fulfilment of the Contract partly or entirely electronically, they mutually accept that
- a.) they shall not dispute the legal validity or enforceability of the electronic transactions;
  - b.) electronic transactions shall be valid to the same extent and under the same conditions before any court, arbitration court, mediation or administrative proceeding, as if they would be documents signed in printed form;
  - c.) documents signed by the Parties electronically and/or on separate sheets, as well as counterparts replaced or published with unchanged contents and regarded by all Parties as final versions are also regarded as signed documents;
  - d.) Each Party is obliged to implement commercially reasonable safety measures to restrict access to passwords and to websites used to process electronic transactions, email accounts to authorized persons. Each Party is responsible for unauthorized use of websites and email accounts and for the disclosure of messages arising from the failure to implement safety measures.
- (2) With regard to the receipt of electronic mail – unless otherwise provided in the GTC or the Individual Contract – the Parties assume that the mail became accessible to the addressee at the time indicated as the time of sending in the sending Party's system.

#### 2.1.1 Inquiry and Price Quote

The validity of the Price Quote issued by the Service Provider on the basis of the request by the Applicant, unless the Price Quote otherwise specifies, shall be **30 calendar days** from its date of issue. Acceptance of the Price Quote during its validity period by the Applicant shall simultaneously be considered an Application.

#### 2.1.2 Application and Order

- (1) The Application to enter into a Contract may be submitted by means of a form provided by the Service Provider (e.g., Draft Contract, Extended Offer, Order Form, Takeover Request Form) or in any other online format conforming to the required content elements of the Application, or on a form available on a tablet, by email or equivalent individual communication device, a combination thereof, or exceptionally by other implied conduct or in writing.
- (2) The Service Provider will confirm the Application and, if necessary, request further details.
- (3) The Applicant shall be bound by the Application until the reply of the Service Provider, but may withdraw the Application.
- (4) The Application in itself shall not be considered an Order, and no Contract will be concluded between the Applicant and the Service Provider through its submission.
- (5) The Applicant can submit the data and statements requested by the Service Provider for the conclusion of the Contract on the interfaces open for such purposes, or in another form or manner (e.g., in a Draft Contract or data form). With regard to **Article 129 (5) of the Eht**, in general, the following data are required (if the nature of the Service justifies):
- a.) name, registered offices of the Applicant;
  - b.) billing address and, if necessary, bank account number of the Applicant;
  - c.) company registration number or other registration number and tax number of the Applicant;
  - d.) place where the service will be used;
  - e.) payment details for fees;
  - f.) the requested Service;
  - g.) contact numbers;
  - h.) place and date of the application;
  - i.) term of the Contract and provisions for the expiry on the definite term.
- (6) The Service Provider will verify the data submitted by the Applicant on the basis of the following documents:
- a.) in the case of economic organizations:
    - aa.) extracts from the company registry, preferably not older than **30 days**, or a certificate of entrepreneurship, or in its absence, private entrepreneur's registration number;
    - ab.) a specimen signature of the person authorized to sign for the company, authenticated by a public notary or countersigned by a lawyer in the course of his participation in the registration (change registration) procedure;
    - ac.) ID card of the acting representative; and
    - ad.) a form of authorization, if a person is acting without the right of representation.

b.) in the case of budgetary institutions, condominium and other organization:

ba.) the original document issued by the court or authority that registered the organization, institution or condominium, or authentic copy of the records kept by them, or the foundation document(s) submitted to the authority, which contains at least the name, registered offices and representative of the given organization, institution or condominium, the mode of representation, insofar as such data are registered,

bb.) ID card of the acting representative, and

bc.) a form of authorization, if a person is acting without the right of representation.

(7) The Service Provider has no obligation to enter into a contract under the GTC. The Service Provider may refuse to enter into a Contract, particularly (but not exclusively) if:

a.) the Service Provider does not provide the services specified in the application;

b.) the Applicant has submitted the Order in the absence of a valid offer by the Service Provider;

c.) the Applicant owes money to the Service Provider for any service;

d.) the Service Provider or any other electronic communications provider has terminated the Applicant's subscriber contract for billing debt, or restricted their use of the service;

e.) the Service Provider, or any other electronic communications provider, has initiated court or some other official proceedings against the Applicant due to billing debt;

f.) the Applicant has misled the Service Provider or any other provider, and caused them damage;

g.) the Application is made for installation at an address where the Service Provider has previously terminated a Contract with the Customer due to a billing debt that is still outstanding on the date the application was submitted;

h.) in conflict with the personal scope of the GTC, the Applicant is an individual (residential) subscriber, being a natural person or a small business with fewer than 50 employees,

i.) the submission of the documents specified in (6) is refused.

(8) For the purposes of the Service Provider's discount offer, the Applicant must be a new customer that did not have an effective Contract with the Service Provider for any period **in the 90 days** preceding the date that the Application was received by the Service Provider, at the place of installation specified in the Application.

(9) After the Application, the Service Provider carries out the survey necessary to determine whether or not the Service requested may be satisfied. After coordinating with the Applicant, the Service Provider issues an offer and notifies the Applicant about the planned date or time that the service will begin to be provided as a result of local surveys or Prequalification (Macro assessment), and also about the conditions of use, the fee payable or the rejection of the application.

(10) The Service Provider will determine the deadline and fee of establishment based on the result of the on-site survey or during the Prequalification, assuming that building permits and licences of other authorities, as well as all necessary approvals for the use of the property, will be available within a reasonable time upon the Service Provider's request and the planned communications development work has no unforeseeable extra cost, there are no technical or other obstacles, and pursuant to **paragraph 2.4. (2) of the GTC**, the owner, maintainer or manager of the property gives their consent to the performance of the communications development work free of charge.

(11) The validity of the Service Provider's offer, unless the notification states otherwise, shall be **30 calendar days** from the date of issue, from which time the Service Provider shall be bound. If necessary, the Parties will conduct further negotiations about the contract terms, on the basis of which the Service Provider will make a new offer.

(12) The Order shall be sent by e-mail to the Service Provider's customer service and the contact person (sales person) of the Service Provider attaching the Service Provider's offer or a scanned copy thereof. The Service Provider will only accept the Order from the Applicant, or if there is an existing legal relationship, from the Customer or another person acting on its behalf, and will file it and during the business hours of the Customer Service, as well as verifying its data and confirming it without delay. The automatic read or receipt notification of the e-mail is not considered satisfactory confirmation of the order – only the express reply written by the recipient of the order may be considered confirmation.

(13) Parallel to the Order, the Customer is obliged to make a **preliminary statement** that with regard to all end-point properties identified as installation sites – except if the Service is used in the Service Provider's premises or in the virtual space – it will obtain the approval from the owner, maintainer or manager of the property for the completion of the site survey and technical survey, as well as the completion of the necessary communications development works.

(14) If the Service Provider does not receive acceptance of their offer by the Applicant or the person acting on its behalf, or they do not receive the Order within the validity period specified by the Service Provider, the binding nature of the Service Provider's offer will cease on when the validity period expires.

(15) The Service Provider will confirm the Order by telephone or in the form in which it was received.

(16) The Order may be considered valid if made by the Applicant, its representative authorized to make legal statements, or some other person authorized to act on its behalf, and the subject of the Order may be clearly identified. If the Order fails to comply with the above requirements, or the Order differs from the Service

Provider's offer, no valid Contract will be concluded. The Applicant shall be responsible for the resulting delay or failure to contract, as well as for the resultant expenses.

(17) If the Applicant withdraws its Application or fails to accept the Service Provider's offer within its validity period, the Parties will not be liable to each other for the failure to contract and each Party shall bear its own risks of failure of the contract negotiations. The Parties shall bear no damage liability for non-conclusion of the Individual Agreement.

(18) If the date of providing the Service requested by the Applicant is sooner than the planned date agreed by the Service Provider, the Service Provider will try to fulfill the request and bring forward such date. If the date of providing the Service requested by the Applicant is later than the planned date agreed by the Service Provider, the Service Provider will observe the later date.

(19) If the Applicant refuses to accept its share of the advance entrance fee, the entrance fee and/or the installation cost, then such refusal shall be considered as a withdrawal of the Application.

(20) In addition to the above, the Service Provider may delete the Application from its records if the Applicant refuses to enter into the Contract.

### 2.1.3 Conclusion and entry into force of the Contract

(1) The Contract for using the Service shall be concluded and enter into force

- a.) on the day, when signed by all Parties; if the Parties sign the Contract on different dates, than on the date of the later signature, or
- b.) through confirmation of the Order by the Service Provider, on the day of receipt by the Service Provider, or
- c.) if the conclusion may be implied, from implied conduct.

(2) If the Order is received after **16:00 hours** of Customer service business hours, the day of receipt shall be the following working day.

(3) The Contract concluded electronically shall be considered a contract concluded in writing.

(4) The Order and its confirmation shall be deemed to have been received by the Service Provider or the Applicant when it becomes available to the recipient.

(5) If the Service Provider has already commenced the performance of the Contract on the basis of the Customer's Application, the Contract shall come into force retroactively on the date of receipt of the Application, but not later than the actual commencement (delivery) of the Service on any endpoint. In this case, the Parties shall settle the fee for the already used Service according to the terms and conditions of the Individual Agreement no later than after the conclusion of the Individual Agreement, in the next bill from the Service Provider.

(6) With regard to number portability, the Contract shall enter into force, if:

- a.) the Service Provider has installed the Subscriber Access Point at the specified location and the Number Portability has been technically completed, or
- b.) the Number Portability is incomplete, but the Applicant uses the Service with the number allocated by the Service Provider.

The Contract with the Transferring Service Provider will cease and/or modify upon completion of the Number Portability. For those numbers specified in the existing subscriber contract for which the Applicant did not request Number Portability, the Transferring Service Provider will maintain the service by modifying the existing subscriber contract, or terminate the service at the request of the Applicant. The Applicant may initiate the termination of its subscriber contract with the Transferring Service Provider. If the above conditions are not met, the Contract will not enter into force with respect to the given endpoint, the parties will restore the original pre-contractual status and will not be subject to any additional obligations under the Contract, nor will they be entitled to any rights.

(6) The Contract may also be concluded through a proxy. In this scenario, the original copy of the power of attorney contained in a private document, or authentic instrument with full probative force, shall be an integral part of the Contract.

(7) The provisions of this section shall be applied mutatis mutandis if there is an amendment to the Contract, order of a new Service (endpoint), service element, supplementary service or Option.

(8) If an amendment to an existing Contract is made by the conclusion of a new Contract, on the day of its entry into force the new Contract will replace the preceding Contract concluded in the same subject, as its amended and consolidated new text.

### 2.1.4 Withdrawal from the Contract

(1) If law or the GTC grants the Applicant the right of withdrawal or termination for the period after concluding the Contract, the deadline for exercising this right shall be the first day following the date of concluding the Contract.

(2) The Service Provider is entitled to withdraw from the Contract if it is proven that the Contract did not comply with the provisions of law or the GTC, relating to its conclusion for reasons attributable to the Customer.

(3) The Customer shall be entitled to withdraw from the Contract by referring to the loss of interest without the burden of adverse legal consequences, in the event that the Service Provider has not started to provide the Service by the planned date and has not informed the Customer thereof, and pursuant to **Section 2.4.3. of the GTC**, if the Customer did not accept the Service Provider's offer regarding the modification of the Contract.

(4) Withdrawal may be exercised by the Parties through written declaration addressed to the other Party, by registered letter with acknowledgment of receipt.

(5) Withdrawal from the Contract means that the Parties shall consider that the Contract has not been concluded between them, but the Applicant shall pay the fee of the service already used. In the event of the Customer's withdrawal, the Parties shall settle accounts with each other, the Service Provider shall reimburse the Customer for the fees paid under the given Contract no later than within **30 days** following the withdrawal, and the Customer shall return to the Service Provider any Equipment and Device owned by the Service Provider.

(6) In the event of withdrawal or termination described in (2), in addition to the costs of the Service, the Customer shall also pay to the Service Provider the reasonable costs of starting to provide the Service. The reasonable cost of starting the provision of the Service is the one-off (entrance) fee determined for the given Service, which is specified in the Individual Agreement, or in **Annex 2 of the GTC**. If the Individual Agreement or **Annex 2 of the GTC** does not specify a one-off fee, the Customer shall reimburse the documented costs of the Service Provider incurred so far. If, in the event that the Service goods (Equipment, Device) have been delivered, the Customer is obliged to return these, together with all accessories, in full, preferably in its original packaging, intact and in a suitable condition for proper use within **30 days** of the withdrawal and bear the related costs.

### **2.1.5 Rules of Contracts concluded with implied conduct**

(1) The User or the Customer shall have the opportunity to establish the Contract for certain Services determined by the Service Provider, with implied conduct, in particular by paying the bill, dialling or occasional activation of the prefix and / or service selection number provided by the Service Provider. Such Services may include but are not limited to the use of premium rate content services. The terms of use are contained in **Annex 1 to the GTC**.

(2) A Contract will only be concluded with implied conduct if, at the time of making the statement of acceptance, the User or the Customer was familiar with the Service Provider's offer and the essential content of the contract. Only the active conduct that, without a doubt, expresses the will of the User or the Customer to enter into the Contract is considered to be a legal statement of implied conduct. Failure to make a statement or refraining from some conduct shall not be considered as a legal statement to enter into a Contract.

## **2.2 Framework Contract**

### **2.2.1 General provisions for concluding a framework contract**

The Service Provider may also enter into a Contract with the Applicant so that the terms and conditions of their cooperation are laid down in the Framework Contract and Individual Agreements, which form an integral part of the Framework Contract, which is established for the use of each Service. Otherwise, the provisions of **Section 2.1 of the GTC** related to the conclusion of the Contract and to the Order shall apply to the Framework Contract and the Individual Agreements covered by it.

### **2.2.2 Relationship between the Framework Contract and the Individual Agreements covered by it**

(1) In matters not regulated by the Individual Agreement, the provisions of the Framework Contract shall apply.

(2) If there is any discrepancy or contradiction between the provisions of the Individual Agreement and the Framework contract, the provisions of the Individual Agreement shall prevail.

(3) The Framework Contract may cover Individual Agreements of both definite and indefinite term, even simultaneously.

(4) In the event that the term of a definite term Individual Agreement expires at a later date than the expiry of the Framework Contract, the Framework Contract shall remain in force unchanged until the date of expiry of the Individual agreement concerned.

(5) The termination, in whole or in part, of the Framework Contract by the Parties, for any reason and in any manner, except that provided for in the preceding paragraph, shall automatically result in the termination of all Individual Agreements concerned. During the notice period, the parties are obliged to fulfill their obligations under the Framework Contract.

(6) Termination or cancellation of an Individual Agreement for any reason and in any manner shall not affect the Framework Contract or any other Individual Agreement and shall remain in force under unchanged terms.

(7) Individual Agreements concluded under the Framework Contract shall not be terminated by either Party before the expiry of their definite term. If the Individual Agreement is terminated by the Customer for any reason in its sphere of interest before the expiry of the definite term, or the Service Provider terminates the Individual Agreement for reasons attributable to the Customer before the expiry of the definite term, the legal



consequences that are applicable to the terminated Individual Agreement shall be applied and the termination will not affect the other Individual Agreements in place.

### 2.3 Conditions of terminating the Contract specified in Article 9 (1) of the Eszr.

(1) The Customer may terminate the fixed-term Contract with immediate effect within **14 days** of starting the provision of the service if its interest in further performance of the Contract ceases because the quality of the Service fails to comply with the terms of the Contract at the Subscriber access point, address or topographical number indicated in the Contract, or the internet access service does not make possible the access to or use of the digital content or application provided by the Service Provider as part of the Contract.

(2) In the event of termination under paragraph (1), the proportionate monthly fee due from the time the contract is concluded to the time of termination shall be paid, or the consideration for other services used in connection with the Service shall be given.

(3) The mobile device owned by the Service Provider shall be returned to the Service Provider as described in **section 13.3 of the GTC**.

(4) The Service Provider does not provide radio telephone, satellite and terrestrial digital broadcasting services.

### 2.4 Conditions for establishing a subscriber access point or connecting to a network endpoint or network, and deadline for starting the Service

(1) On the basis of the Contract, establishing the Subscriber Access Point through equipment at the place specified by the customer (endpoint) includes connecting the equipment to the Service Provider's electronic communications network and, if the Individual Agreement has such an effect, establishing a local network and providing Customer Premises Equipment (e.g., telephone or router). If the Customer Premises Equipment is owned by the Service Provider, then a monthly rental fee determined either in the Contract, **in Annex 2 of the GTC** or in another way, shall be paid for its use.

(2) **Based on the Customer's preliminary statement made pursuant to Paragraph 2.1.2 (13) of GTC**, prior to the installation of the Subscriber access point, the Service Provider initiates coordination with the owner, maintainer or manager of the property as part of the on-site survey and technical survey at each end-point to reach an agreement with the Customer during the survey regarding the details of the technical solutions and cabling routes applied for implementing the Service. The Service Provider may start the necessary communications development work on the basis of the technical survey protocol accepted during the survey, in the possession of the owner's approval statement issues by the owner, maintainer or manager of the property.

(3) The Service Provider is obliged to commence the provision of the Service within **30 business days** from the conclusion of the Contract or at the time agreed by the Parties in accordance with the Contract, provided that the deadline for the establishment at the given end-point shall be calculated from the receipt of the statement of the owner's approval described in section (2), if it is not available to the Service Provider **until the fifth business day** following the effective date of the Contract. The Service Provider is entitled to early performance before the planned date set in the Contract.

(4) If it was not possible to start providing the Service at the time specified in paragraph (3) for reasons attributable to the Customer or any third party, the Parties may agree on a new date to commence the Service.

(5) If the Service Provider exceeds the planned deadline for reasons attributable to the Service Provider, then:

- a.) the Service Provider shall pay a penalty to the Customer as specified in **section 7.4.2 of the GTC**,
- b.) the Customer may withdraw from the Contract before the Service is provided, in compliance with **Section 2.1.4 of the GTC**.

(6) The Service Provider is entitled to terminate the Contract, irrespective of its duration, with a notice period of **30 days** if, after concluding the Contract, it becomes aware of a technical circumstance for which the Subscriber access point cannot be installed with the generally accepted technologies at the costs acceptable on the market or due to the lack of authority permits or other licences or approvals, or the Service cannot be provided. In this case, the Service Provider is obliged to pay penalty to the Customer from the planned date of establishment until the expiry of the termination period.

(7) The Service Provider shall give to the Customer the terminal equipment constituting the property of the Service Provider and any other equipment necessary to provide the Service, along with the Service Provider's **Acknowledgment of Receipt**.

(8) With regard to the provisions of **sections 4.3 and 13.1.1 of the GTC and Annex 1 to the GTC**, the Customer shall provide at its own cost the technical conditions necessary to establish and provide the Service which generally (but not exclusively) includes: **one 230V** standard grounded connector, a place to accommodate the Network Termination Equipment, cables for the Subscriber Access Point, as well as Customer Premises Equipment and internal network sections enabling the use of the Service.

(9) The Customer shall be responsible for the technical suitability of the internal network sections used by the Customer or its third party, during the establishment of the Subscriber Access Point. If, due to the technical

inadequacy of the said network sections, the Service cannot be installed or cannot be provided, the Service Provider shall not be liable for the resulting loss.

(10) The Customer shall ensure on its premises the proper placement, protection and power supply of the terminal equipment installed by Service Provider. The appropriate operating environment is a temperature between **0 ° C and + 50 ° C** and relative humidity **between 5% and 95%**.

(11) Installation of a UPS, if the Service or the Customer requires, is the duty of the Customer at their own cost.

(12) Unless otherwise agreed by the Parties, the installing Service does not include establishing or expanding the internal network, the provision and configuration of a CPE, or making such CPE suitable for receiving the Service.

(13) Establishing the Subscriber Access Point includes installing one connection point.

(14) The Service Provider is entitled to refuse the installation of the network termination equipment due to the non-compliant state of the electrical network (non-compliant grounded mains connection or wiring).

(15) If the installation is delayed or fails for reasons attributable to the Customer or any third party, the Service Provider shall not be liable or subject to adverse. The Service Provider shall not commit a breach of contract and shall not incur any legal consequences for default or faulty delivery and would not give the Customer right to withdraw or terminate, provided that

a.) the installation of the endpoint is delayed for any reason attributable to the Customer or incurred in the Customer's interest (e.g. if entry or access to the premises or any resources are not provided). In this case, the Service Provider extends the deadline to provide the service by the period of obstruction. The Customer shall remove the cause of the delay immediately, but not later than within **30 days**. In such cases, the Customer shall reimburse the documented extra costs of the Service Provider, or

b.) the Service Provider proves in a credible manner that during the installation of the Service, the eligible party failed to deliver or refused the issuance of any approval or permit within a reasonable deadline, or if the procurement of tools or materials is hindered, or the owner's statement of approval is not available to the Service Provider until the **fifth business day** following the effective date of the Contract; or

c.) Installation of the endpoint fails for a period exceeding 30 days due to reasons attributable to the Customer, or arising within the Customer's scope of interest.

#### 2.4.1 Temporary service (telephone stations and leased line)

(1) On the request of the Customer – for a definite term not exceeding **6 months** – the Service Provider will install temporary services and the Contract will end on expiry of the definite term.

(2) Whereas temporary service is provided, the Customer shall not be obliged to pay an entrance fee, but shall pay the full cost of the installation.

#### 2.4.2 Special rules for microwave radio subscriber access

(1) Based on its own internal decision, the Service Provider is entitled to establish a Subscriber Access Point by means of stationary (fixed) microwave radio subscriber access point or back-up access point at the location indicated by the Customer.

(2) The specific rules for a Subscriber Access Point established by microwave radio subscriber access point are described in this chapter. The general provisions apply to conditions not regulated here.

##### 2.4.2.1 Special conditions of the installation

(1) The establishment of a microwave radio subscriber access point includes providing a connection to the electronic communications network and, if agreed, the provision of subscriber terminal equipment (e.g., telephone or router).

(2) Connectivity is provided by the following network termination equipment and other conditions:

a.) an outdoor unit containing an antenna placed on the wall or top of the building (site),

b.) indoor unit (adapter) in the building (site) and, if necessary, additional cabling between the outdoor network termination unit and outdoor and indoor units,

c.) the 230 V standard grounded power socket for the operation of the adapter.

(3) The outdoor and indoor units, as well as the network termination equipment, are the property of the Service Provider. The Service Provider submits these with an **acceptance receipt** to the custody of the owner, maintainer or manager of the property, based on the property use agreement/rental contract concluded based on the on-site survey and technical survey.

(4) If the terminal equipment is the property of the Service Provider, the Customer shall pay a monthly rental fee for its use as specified in either **Annex 2 of the GTC**, in the Contract, or in some other form or manner.

##### 2.4.2.2 Special rules of operation and use, limitations of use

(1) The Subscriber Access Point established by means of microwave radio subscriber access operates by connecting to the electricity network.

(2) The Customer must ensure continuous power supply to the indoor unit, the Network Termination Unit and the Customer Premises Equipment. Service outage caused by power failure shall not be considered faulty performance by the Service Provider; it is not possible to provide or receive the Service under such circumstances.

(3) If the Customer terminates the connection to the electricity network intermittently (e.g., outside working hours) or for a longer period of time, it must notify the Service Provider in advance.

(4) The Customer shall notify the Service Provider if it does not use its site for a prolonged period (at least **2 months**) and no person authorized to use the Service is available on said site.

(5) The Customer shall be liable for the damages caused by failing to notify the Service Provider, who shall not be liable.

(6) During the term of the Contract, the Customer is obliged to permanently ensure the operability of the communication terminals installed and to protect with the utmost care the indoor and outdoor units from any tampering, damage, or theft.

It shall, in particular:

a.) check the presence and condition of the outdoor unit (tower, support, antenna, etc.) on a regular basis, report its disappearance and damage immediately. If it does not fulfill this obligation, it will be financially liable to the Service Provider for any resulting damages;

b.) in order to protect the outdoor unit, remove the vegetation endangering it. Failing this, the Service Provider will not be responsible for any malfunctioning and will be entitled to remove the vegetation itself;

c.) intensively cooperate with the Service Provider, report without delay any malfunctions, disturbances, or failures to the system and allow the Service Provider or its agent to enter the property at a previously agreed time.

(7) Should the Customer report the disappearance of the equipment, the Service Provider shall immediately arrange to discontinue the Service and conduct an investigation in an on-site visit.

(8) The Service Provider cannot provide the Calling Line Identification service on an analogue connection of microwave radio access.

### 2.4.3 Special rules for installation outside the supply area

(1) With respect to the concerned endpoint, the Service Provider may make an offer for the amendment of the Contract instead of terminating the Contract pursuant to **Paragraph (6) of section 2.4 of the GTC** in cases including, but not limited to the following:

a.) if the endpoint is not available with the technical solution specified in the Contract, the Service Provider shall immediately notify the Customer and shall be entitled to offer another technical solution or other Service and modify the planned date of the activation and the Service fee, accordingly.

b.) the Service Provider shall immediately notify the Customer of any delay in the issuance of the licenses necessary for construction plans, use of the area /property, or the conditions hindering the provision of services and may extend the agreed deadline for providing the service by the documented period of the delay.

(2) If the Customer does not accept the Service Provider's offer for the modification, the Customer may withdraw from the Contract with respect to the affected endpoint.

### 2.4.4 Other conditions of providing a Service

(1) Equipment or devices may be installed and configured in the DataCenter according to the access rules described in **Section 2.6 of the GTC**.

(2) The Customer shall ensure that its Equipment or network is made physically and logically suitable for using the Service by the date specified in the Contract.

(3) The Service Provider shall not be liable if the Customer is unable to use the Service due to lack of suitability or inadequacy, or if it disturbs or endangers other services in its vicinity or the Service Provider's network.

(4) If the Customer orders the Service Provider to configure and make its equipment or network suitable physically and logically for using the Service, – including also the migration from another service provider or to another service provider – the Service Provider may be entitled to a fee under a separate agreement.

### 2.4.5 Setting up a User Account and cloud service

(1) For Services or Service-elements that may be used through some logical access or identifier – e.g., key, license, username and password – the Service Provider creates the User Account and the required hardware and software environment.

(2) The Service Provider shall send the access data belonging to the User Account – in the case of the initial password via a communication channel independent of the other data – to the Admin user or the contact person specified by the Customer.

(3) From the date of access to the identifiers, the User Account and the licenses and Services recorded therein shall be available to the Customer or the End-User at the same time as the ReadyReport.

(4) In the event that the User Account is created by the Admin User, all licenses associated with the account will be Activated at the time of creation.

## 2.5 Delivery and Activation of the Service

(1) The Service Provider will issue a Ready Report for the Service provided and installed according to the Contract and, from the date the Ready Report is issued, the Service will be available to the Customer.

(2) If, before putting the Service into operation, additional network interoperability and fine-tuning tests are necessary, the details and duration of the delivery-acceptance procedure may be determined in the Contract.

(3) The Service will be Delivered and Activated on the date specified in the Contract or, if the Service Provider accepted early performance, on the actual date of release.

(4) On the basis of the valid Contract, the Service Provider will start to provide the service and bill the customer for the relevant fees on the day of the planned installation if the Ready Report has been made available to the Customer, but could not be reached by the Service Provider, regardless of whether or not the Customer has started to use the Service.

(5) If a Service has more than two endpoints, the Service Provider will hand over the other endpoints after commissioning the endpoint marked as the central endpoint (No. 1). In the absence of a central endpoint, it will hand over the interconnected endpoints.

(6) If the provision of the Service is delayed for reasons attributable to the Customer, including but not limited to, if the Customer breaches all or part of its obligations listed in **Section 3.1.9 of the GTC**, and the Delivery is not completed within **30 days** from the deadline to provide the service, the date of Delivery shall be deemed to be the planned date specified in the Contract.

(7) If the Customer deems the delivered Service to be incompliant with the provisions of the Contract, the Customer shall be entitled to raise a complaint with the Service Provider within **5 working days** of activation. The Customer may not complain for the Service without a good reason, in particular, it may not impose conditions that are not included in the GTC or the Contract, e.g., the lack of a network or connection equipment within the Customer's scope of interest, or the Customer's failure to make the equipment suitable for the use of the Service.

(8) If the Customer does not raise a complaint about the Service within **5 working days**, the Service provider will consider the Service delivered on the date of Activation.

(9) If the Parties so agree that the Customer shall issue a **Performance Certificate**, in acceptance of the performance in the delivery-acceptance procedure, then the Customer shall certify the performance without delay, in compliance with the nature of the service, but no later than within **8 working days**.

(10) The Customer may not refuse to issue the **Performance Certificate** in the event of contractual performance by the Service Provider, and in particular it may not set any conditions that are not contained in the GTC or the Contract, e.g. the lack of a network or connection equipment within the Customer's scope of interest, the Customer's failure to make the equipment suitable for the use of the Service, or previous business practices, customs between the Parties, and established practices used in the given industry.

(11) The Customer shall accept the Service that has been implemented according to the Contract. If the Customer fails to submit the **Performance Certificate** and does not object to the installation within the deadline specified in paragraph (9), the performance shall be deemed accepted on its part.

(12) The **Performance Certificate** signed by the Customer or its representative shall be an integral part of the Contract.

## 2.6 Entry, work performance, access

(1) In its DataCenter, the Service Provider will allow the Customer physical or remote (console) access to the device (server) located there, including also Equipment rented from the Service Provider, to persons on the **Personnel List** after verifying their identity in accordance with the authorization levels precisely determined and previously recorded by the Customer. The Customer shall be responsible for issuing the access permits and keeping up-to-date the **Personnel List**; the Service Provider waives any damage liability for the deficiencies of the **Personnel List**.

(2) The authorization levels available for the Services are listed in **Annex 1 of the GTC**.

(3) The Personnel List may be modified by the employee of the Customer having such authorization, by submitting the properly signed and sealed form.

(4) In specially justified cases, where the Personnel List needs to be modified, or the properly signed and sealed access permit would cause such delay that would result in serious loss or damage to the Customer, the person with access authorization, or the operative (technical) contact person, will be authorized to modify the Personnel List in the respect of authorization levels, or issue temporary access permit in the form and manner specified in the given documents. In this case, the Service Provider will be entitled to verify that the permit has been issued by the authorized person.

- (5) The employee of the Customer with proper access authorization may enter the DataCenter or the Console Room **24 hours a day**, but must indicate his intention to do so before the planned time of access:
- a.) if it is a fault report, promptly, but preferably **30 minutes** before access;
  - b.) If they intend to enter the DataCenter
    - ba.) for the installation or removal of equipment, at least **48 hours** before entry;
    - bb.) for any other installation or repair activity, at least **2 hours** before entry.
  - c.) If they intend to enter the Console Room
    - ca.) between **18.00 and 09.00 hours** on weekends, holidays and working days, at least **48 hours** before entry;
    - cb.) for performing work between **9.00 and 18.00 hours** on working days, at least **2 hours** before entry.

In the Invitech DC14 Professional DataCenter, any activity involving the installation, removal or other assembly of equipment may only be performed during Working Hours.

(6) Console Room Address: **Invitech DC10 DataCenter, 1108 Budapest, Kozma utca 2.**

(7) The Service Provider may refuse admission (access) if one's intends to enter unannounced.

(8) The Customer's defective server may only be repaired in the Service Provider's DataCenter if the repair time is not expected to exceed **1 hour**. In the event of a repair or upgrade lasting longer than one hour, the Customer must remove the server from DataCenter.

(9) If the server is a shelf- or unit-based server, or it uses a server or virtual server rented from the Service Provider, access to the machine room is not allowed for the Customer's staff – the on-site repair of the Customer's server, or upgrade of the Customer's server software or the software of the server rented from the Service Provider, may only take place in the Console Room:

- a.) For any work on software, the Service Provider provides virtual console access in the Console Room;
- b.) For any work on hardware, the Service Provider's employee will take out the Customer's server from the server room.

(10) The Service Provider's authorized representatives (operators, engineers, technicians, security guards) may access the Customer's equipment at any time.

## 2.7 Test and Trial Periods

### 2.7.1 Test period

(1) If, before putting the Service into operation, additional activities are necessary to test the interoperation of the networks and carry out fine-tuning, the Parties may adopt a **Test Period**. The Customer may request the Service Provider's contribution to the extent specified in the Contract or by ordering Expert Support.

(2) In justified cases, the Customer may request the termination of the Contract and the decommissioning of the Service at with a statement to the Service Provider's Customer Service, to be received at least **3 working days** before the end of the Test Period.

(3) If, on the basis of the Contract, number portability takes place on any endpoint, the number portability may not be followed by a new number portability procedure within **30 days**, and the Service Provider shall not be liable for the resultant losses.

(4) If the Customer does not exercise the right of termination during the Test Period, or fails to submit his / her statement to the Service Provider by the due date, the Service will be Delivered and Activated on the day after the Test Period expires.

(5) The Customer is obliged to justify the termination of the Contract during the Test Period, with reasons including (but not limited to), the fact that the Service does not perform certain features as specified in the Contract (success conditions). Should the contract be terminated without good reason, without the fulfilment of the success conditions, the termination will be considered unlawful and the Customer will be obliged to reimburse the Service Provider's costs up until the termination took place.

(6) In the event that a definite-term Contract is terminated during the Test Period, the Customer shall not be subject to any additional obligations (e.g., penalty) beyond paying the termination fee and actual usage charges.

(7) If the contract termination fee is not specified, the amount equal to the one-off fee specified in the Contract shall apply, and if this is not specified, the one-off fee specified in **Annex 2 of the GTC** shall apply. If no one-off fee is specified, the Service Provider will determine it on a case-by-case basis.

### 2.7.2 Trial Period

(1) The Trial Period is available for **30 days** after Activation of the Service, or for the period agreed in the Contract, provided that the Parties have expressly agreed to a Trial Period.

(2) The Trial Period is included in the term of the definite-term Contract.

(3) If number portability is carried out on an endpoint under the Contract, the Trial Period shall not be available. The Service Provider will not implement number portability during the Trial Period.

(4) For the Trial Period the monthly and actual usage fees determined in the Contract shall be paid.

(5) The Customer may request that the Contract be terminated and the Service decommissioned upon expiry of the Trial Period, by means of a statement submitted to the Service Provider's Customer Service at least **3 working days** before the end of the Trial Period.

(6) If the Customer does not exercise its right of termination, or does not submit its statement to the Service Provider by the above deadline, the Contract shall remain in force with unchanged terms.

(7) If a definite term Individual Agreement is terminated during the Trial Period, the Customer shall not be subject to any additional obligations (e.g., penalty) beyond paying the termination fee, as well as the monthly and usage fees resulting from actual use.

(8) If the contract termination fee is not specified, the same amount as the one-off fee specified in the Contract shall apply, and if this is not specified, the one-off fee specified in **Annex 2 of the GTC** shall apply. If no one-time fee is specified, the Service Provider will determine it on a case-by-case basis.

## 2.8 Asset Rental

(1) The Service Provider warrants that the rented Assets are the exclusive property of the Service Provider and are suitable for use under the Contract. The Service Provider also warrants to the Customer uninterrupted and exclusive use of the assets during the term of the Contract, if the Customer fulfills the obligations arising from this Contract.

(2) The Customer is obliged to take over the rented Assets and their accessories in accordance with the Contract. The Customer should use them properly in compliance with the instructions for use, operating them with all the due care expected from them while preserving their condition. The Service Provider should be informed within **48 hours** of any malfunctions and damages caused during their use (fault reporting). The Customer shall be liable for all damages resulting from improper and non-contractual use. The Service Provider shall be entitled to use of the assets at any time.

(3) The Customer shall not be entitled to sublease, transfer, or sell the rented Assets to a third party without the prior written permission of the Service Provider. The Customer shall be liable for the damages that would not have occurred without such activity.

(4) If the Customer has subleased the rented Assets or allowed another Users to use them with the prior written consent of the Service Provider, the Customer shall be liable for the use by the Lessee and the User as if itself has used the Assets.

(5) Furthermore, the Customer shall be liable for all damage that renders the decal containing the manufacturer's number unreadable, which results in the loss of the Service Provider's warranty.

(6) If the Customer has altered or modified the device without authorization, they shall restore its original condition upon the written request of the Service Provider.

(7) Minor costs associated with maintaining the Asset (e.g., the costs related to its proper placement, power supply etc.) shall be borne by the Service Provider.

(8) The Customer must notify the Service Provider if the Asset is at risk of damage or requires maintenance work by sending an e-mail to the contact person specified in the Contract.

## 3. Content of the Service

### 3.1 Content of the Service provided by the Service Provider, Subscriber call number

(1) The definition of the Service covered by the GTC, as well as the manner and conditions of its use, are set out in **Section 1.4 (6) of the GTC and Annex 1 of the GTC** and the Individual Agreement.

(2) The Service does not include the operation of local networks, IS servers, equipment, PABX within the Customer's scope of interest and connected with the Service provided by the Service Provider, or any applications running in a virtual environment. However, these can be provided by the Service Provider under a special agreement or in the framework of supplementary services for a special fee.

(3) The Service Provider assigns the Subscriber call number from among the identifiers listed in the **Anft.** (National Allocation Plan of Electronic Communications Network Identifiers). Also, if the Customer so requests, the Service Provider assigns a ported number to the Customer, or it is also possible for the Customer to choose a specific call number from the available call numbers for a fee. The Customer acquires ownership of the Subscriber call number assigned to the Contract.

(4) With respect to the GTC, the call (connection) number that can be assigned to the Customers according to the **Anft.** can be:

- a.) a geographic number assigned or ported for the provision of fixed telephone services, or
- b.) a nomadic telephone service number.

(5) The subscriber call number consists of 6 digits in the nomadic (SHS=21) and mobile radio telephone networks; those in Budapest consist of 7 digits.

(6) Calling the Customer from other networks or other geographical numbering ranges is provided by the domestic prefix (06) and the area code (TG) or service designation number (SHS). The area code identifies

the geographic numbering area (area) at the location of the subscriber access point. The SHS = 21 service selection number designates an independent nomadic telephone service.

(7) With regard to assignment of the Service in a special legal order introduced in accordance with the Basic Law (particularly in emergency situations), restrictions and measures stipulated through interim legislation shall be applicable.

### 3.1.1 Rights of the Customer

(1) The Customer may occasionally assign the use of the Service to others (**User**) without the written consent of the Service Provider; this may not be a regular or permanent occurrence. Whatever the form and manner of assigning the use, the Customer is fully responsible for compliance with its contractual obligations. The Customer shall be liable for the use of any Services that are accessed through the access password.

(2) The Customer shall be obliged to provide the Service free of charge to any person who requests it for personal safety or property security (emergency assistance) reasons if the network is eligible for emergency assistance.

(3) For Mobile Internet Services, if the SIM card is temporarily given to another person to use, the Customer shall be liable for any obligations arising from the Contract and for any damage arising from the temporary handover, irrespective of the fault.

(4) The Customer may not ask for, nor accept more remuneration for the use of the Service from the User than it pays itself, in accordance with the Contract tariffs.

### 3.1.2 Rights of the Service Provider

#### 3.1.2.1 Protection of electronic communication

(1) The operator of any equipment (equipment, cable, device or other facility) that disturbs the operation of electronic communication devices shall rectify or prevent such disturbance. The Service Provider is entitled to ask the owner (operator) of such equipment to rectify the disturbance and if the operator does not follow the request, the Service Provider may request the authority to oblige the operator to:

- a.) install interference filters or relocate the equipment, or
- b.) eliminate the disturbance in other ways.

(2) The Service Provider may monitor the traffic for traffic design, dimensioning and control purposes, but it may not listen to or record calls or data. The Service Provider will manage the monitored data cumulatively and confidentially and can only use it for its own design and dimensioning purposes, as well as for fulfilling its statutory data reporting obligations.

(3) For telephone services, the Service Provider – keeping the Customer’s interests in mind – is entitled to meet its damage mitigation obligations in such a way that it may disconnect calls (whether they be local, long-distance, mobile and international) for a maximum duration of **4 hours**. If the Customer requests disconnection of the dial-up Internet service on the 06-51 call number from the Service Provider’s Customer Service, then the Service Provider will make the requested settings within **1 working day** of receiving the request.

#### 3.1.2.2 Real estate use-rights

(1) The electronic communications structures shall be installed primarily in public areas, or by common use of existing electronic communications facilities, or by using public utility service facilities.

(2) If it is not possible to install communications structures

- a.) as described in section (1), and
- b.) no agreement can be reached between the public utility service provider or with the owner (manager, user) of private property and the Service Provider,

then the structure can also be installed on the facility of public utility service provider, in the first place, or on privately owned property (affected real estate).

(3) Upon the request of the electronic communications provider, with its resolution establishing a right of way or right of use may restrict the use of the property for the sake of public interest manifested in publicly available electronic communications services, if

- a.) the provider of electronic communications services proves that it has made every reasonable effort to reach an agreement with the owner of the property, and
- b.) it is required for the necessary development of the high-speed electronic communications network, and it will not materially prevent the use of the property

(4) The owner of the real estate is entitled to indemnification in the amount proportional to the use restriction. In addition, the owner may enforce the rights determined in **Article 5:27. (2) of the Civil Code (Ptk.)**

#### 3.1.2.3 Secondary use of the subscriber loop

(1) The Service Provider is entitled to use the subscriber loop installed for the purpose of providing the Service and the terminal equipment owned by the Service Provider implementing the Subscriber Access Point for the provision of another service at the Service Provider’s own discretion, without having to provide any special

notification to the Customer or receiving their consent, provided that the technical and other conditions are available.

(2) The Service Provider guarantees that the secondary use does not affect the use of the Service, nor will it affect the fulfillment of the service quality requirements and conditions contained in the Contract, or the integrity and security of the data transferred by the Service.

#### **3.1.2.4 Use of subcontractors**

(1) The Service Provider is entitled to involve subcontractor(s) in the performance of all or part of the Service. The Service Provider shall be liable for the activity of the subcontractors involved in performance of the Contract as if itself has performed such activities.

(2) The Service Provider is entitled to provide all or part of the Service as an intermediary service.

### **3.1.3 Obligations of the Customer**

#### **3.1.3.1 Confidentiality and privacy**

(1) The Customer is bound by a confidentiality and privacy obligation under the provisions of this section.

(2) The Customer's members, employees and representatives shall be bound by the privacy and confidentiality obligations in the same manner as the Customer, even after the termination of the employment, membership and assignment relationships.

(3) The Customer shall treat in confidence the provisions of the Contract and all communications and personal information acquired in the use of the Service, nor shall it disclose or make available its contents to any third party unless required by law or court decision.

(4) The confidentiality obligations of the Customer shall survive the Contract for an unlimited time.

#### **3.1.3.2 Service provided on the premises of the Customer**

(1) The Customer shall ensure the power supply required for the proper operation of the equipment installed at the Customer's premises at its own expense.

(2) The Customer is obliged to use the equipment provided, installed and given to them by the Service Provider required for providing the Service with the greatest care that can be expected of them, according to its intended use and in compliance with the Contract. The Customer will bear full and exclusive financial liability for the equipment installed.

(3) The equipment provided and given to the Customer's custody for the full or partial term of the Contract and constituting the property of the Service Provider may be used by the Customer exclusively for the purpose of the Service specified in the Contract.

(4) The Customer is obliged to preserve the condition of the equipment; notify the Service Provider immediately in the event of any defect; and return them to the Service Provider with all accessories, preferably in the original packaging, intact and in a suitable condition for proper use upon termination of the Contract.

(5) The Customer agrees that the Service Provider may control their use of equipment at any time during the term of the Contract. The Customer is obliged to notify the Service Provider if the equipment or device is at risk of damage or requires maintenance work by sending an e-mail to the contact person specified in the Contract.

(6) The Customer shall provide the Service Provider with physical and logical access to the devices used for the Service to the extent necessary for the Service. If the access is inadequate or unavailable, the Service Provider cannot be held liable for the resulting defective performance.

#### **3.1.3.3 Use of software**

(1) The Customer may only use software from licensed sources on rented or virtual servers owned by the Service Provider in the quantity permitted by the license, as provided for in the manufacturer's license agreement.

(2) If any changes are made to the server during its use which affects the license (e.g., installation of a new version, installation of other software products, processor modification – even if the hardware modification is performed by the Service Provider), the Customer shall notify the Service Provider without delay.

The Service Provider shall notify the Customer on the change of the used licences and shall enforce such changes in the subsequent invoice. If necessary, the Parties shall address the change by amending the Contract.

(3) The license changes include, but are not limited to:

- a.) processor core number change,
- b.) on-premise or cloud version change,
- c.) creation of a redundant environment (parallel running of multiple versions),
- d.) occasional or constant excess of the authorized client number (e.g., mailboxes),
- e.) permanent or recurring deviation from other conditions specified by the manufacturer in the license agreement.



f.) activation or deletion of a feature selectable within the product.

(4) The Service Provider is entitled to regularly check (audit) the devices' configuration according to their own schedule but without disturbing their operation, in observance of **Section 13.1 (5) of the GTC** and make recommendations to maintain the licenses. Such checks can also be performed using a device or software component installed in the Customer's network, which the Customer must install or participate in its installation. Compliance of the devices used for the check is guaranteed by the Service Provider.

(5) Should the Customer fail to comply with the notification obligation, hinder the performance of the check, or the audit repeatedly indicates the deviation from the license agreement, the Service Provider shall be entitled to request that the Customer reimburses the Service Provider's documented costs incurred as a result of violating the license terms. This may include, among others, damages claimed by the software owner, lost license fees, etc. In addition, the Service Provider shall be entitled to charge an additional fee to the Customer to cover its administrative costs, the amount of which shall not exceed the amount equal to the respective license fees.

### **3.1.4 Obligations of the Service Provider**

#### **3.1.4.1 Operation, maintenance, fault repair**

(1) The Service Provider shall ensure the use of the Service for the subscription fee at the Subscriber Access Point, or at the service boundary point specified in the Contract. Additionally, for the purpose of maintaining the quality of the service, it provides monitoring, maintenance and fault repair services.

(2) For the purpose of fault repair services, the Service Provider operates a fault reporting service as specified in **Section 1.2 of the GTC** for 24 hours a day free of charge. The form and manner of reporting and recording faults and notifying the Customer are set out in **Section 6.1 of the GTC**.

(3) The Service Provider provides for the uninterrupted power supply of the subscriber interfaces used at the Subscriber Access Points for fixed analog or ISDN2 telephone services in the copper wire subscriber network.

(4) If the Service is provided on the Subscriber Access Point using a technology not covered by paragraph (3) (e.g., by microwave radio access or bearer service) and there is a power failure, the Service will not function and will not be suitable for an emergency call-out either.

#### **3.1.4.2 Confidentiality and privacy**

(1) The Service Provider is bound by data protection and confidentiality and privacy obligations under separate law.

(2) The Service's Provider's data protection and confidentiality obligations shall apply to the members, employees and agents of the Service Provider in the same manner, even after the termination of the employment, the membership and the contractual relationship.

(3) The Service Provider may only know the communications or data transmitted by it or through its own network to the extent necessary for providing the Service.

(4) If, in the course of delivering the Service, it becomes aware of any communication or other personal data, it may not allow other persons to learn their contents, except as provided for in the applicable law. The protection of secrecy and the waiver of the confidentiality obligations are governed by the laws in force.

(5) The Service Provider shall keep in confidence the provisions of the Contract and all communications or other personal data received in the course of delivering the Service, and shall not disclose or make available its contents to any third party, unless required by law or by a judicial or court decision.

(6) The Service Provider's confidentiality obligation shall survive the Contract for an unlimited time.

#### **3.1.4.3 Information on the availability of easy-to-install and easy-to-use software enabling the protection of minors and other services for the same purpose**

The easy-to-install and easy-to-use child protection filter software provided by the Service Provider free of charge, which enables the protection of minors, is available on the Service Provider's website under the Filter Software menu item.

### **3.1.5 Force Majeure**

(1) Neither Party shall be liable for the fulfillment of its obligations set out in the Individual Agreement or in the GTC in cases where unforeseeable circumstances beyond the Parties' control arise that prevent or severely hinder the performance of the Contract. Such circumstances may include – if they meet the above conditions – but are not limited to:

a.) Restrictions and measures introduced in the special legal order stipulated by the Basic Law (particularly in emergency situations) or by eligible government agencies, authorities or other organizations through interim legislation;

b.) natural disasters (flood, inland water, fire, earthquake, epidemic, hurricane, tornado, volcano eruption, other natural disasters);

- c.) war with or without declaration, revolt, civil unrest, invasion, armed conflict, terrorist or sabotage acts, explosions, takeover of power, or;
  - d.) third-party action that destroys or endangers the network or network operations.
- (2) If a circumstance arises and protection from damage in such circumstances is expressly included in the Service, then this is not considered a force majeure.
- (3) If one of the Parties wishes to invoke Force Majeure in order to reduce its contractual obligation, to be released its obligation or establish a new economic balance in the contract
- a.) they must immediately notify the other Party in writing upon the occurrence of the Force Majeure event, or at the earliest time possible, if the force majeure event can be foreseen,
  - b.) the notifying Party must certify in the notification that the Force Majeure event is beyond its control and was not foreseen; and
  - c.) it must describe in an objective manner, for what reason, in what way and to what extent the Force Majeure prevents the fulfilment of the Contract. The content of this notification must be suitable to support that
    - i.) the impact of the Force Majeure event on the given Party's business activities, operation and eventually on its existing obligations under the Contract is beyond normal business risk, and
    - ii.) the given Party implemented all necessary measures reasonably expected of it to mitigate the adverse impacts.
- (4) Based on the regular notification, the Parties are obliged to conduct negotiations in good faith with each other and, if necessary, to agree on a temporary or permanent modification of the contract, where – also taking into consideration the impact of the Force Majeure event – concessions made by the parties are in balance and the modification is in accordance with the interests and intentions of both Parties.
- (5) The Party not concerned by the Force Majeure event is not obliged to enter into negotiations and give its consent to the modification of the contract, if the Party referring to Force Majeure fails to objectively certify the existence of the preliminary conditions set out in paragraph (3).
- (6) If the Force Majeure event impacts only one of the Parties, and despite the negotiations conducted in good faith between the Parties, they could not come to an agreement within a reasonable time, the Contract shall remain in place with unchanged contents.
- (7) Referring to Force Majeure should not prevent either the Party referring to Force Majeure or the other Party from enforcing their contractual right to terminate the Contract, whereas bearing the legal consequences applicable in the event of termination.
- (8) If due to the Force Majeure event both Parties wish to be released from the Contract, the Contract shall be subject to the rules set forth in the **Civil Code** for failure due to reasons that are beyond the scope of interests of both Parties.

### 3.1.6 Liability questions

#### 3.1.6.1 Service Provider's liability

- (1) The Service Provider shall be responsible for the maintenance of the communications network, circuit and network termination equipment owned by the Service Provider. In the case of terminal equipment owned and maintained by the Customer, the Service Provider's liability shall extend to the Subscriber Access Point or to the boundary point specified in the Individual Agreement – at this point the Service Provider shall be obliged to deliver the agreed service quality.
- (2) The Service Provider is obliged to install the Subscriber Access Point during Working Hours as previously agreed by the Customer.
- (3) The Service Provider shall deliver the Service from the date of Activation, according to the conditions and quality indicators set out in the Individual agreement, the GTC and the communications regulations.
- (4) The Service Provider shall be released from the liability related to the delay or failure of starting the provision of the Service, if it can prove in a credible manner that the Customer failed to provide the required conditions in the course of implementing the Service – including, but not limited to empowering the internal network or the connecting equipment, provision of access or resources –, and furthermore, if any eligible party failed or refused to issue an approval or permit within a reasonable deadline.

#### 3.1.6.2 Customer's liability

- (1) The Customer is obliged to comply with the provisions of the GTC and the deviations provided for in the Contract, and to pay the fee specified in the Individual Agreement, **in Annex 2 to the GTC**, or in any other manner for using the Service.
- (2) The Customer shall be liable for complying with the provisions of the GTC for the connected terminals, for the payment of fees and for the damages caused. The Customer shall also be liable if it allows someone else to use the equipment or the Service, or if they are used by another User.
- (3) The Customer will only be entitled to sublet or resell the Service to a third party, or to sublet (in an unchanged form) the server hosted and/or rented in the DataCenter to a third party permanently with the prior

written consent of the Service Provider. The Service Provider may subject the issue of such written consent to modification of the service charges.

(4) It is the Customer's responsibility to establish a subscriber network connected to the Subscriber Access Point and to repair any errors on that network.

(5) The Customer shall be entitled to use the geographical subscriber number assigned to the fixed telephone service only at the Subscriber Access Point (installation location) specified in the Contract even if the Customer receives traffic from the Service Provider at one point when using the Service and transmits it with its own network to the site specified in the Contract. The Customer shall use the subscriber numbers exclusively in the given site taking into consideration the provisions of the Anft related to secondary use of numbers. If the Customer diverts from the provisions of this section, all responsibility shall be borne by the Customer.

(6) The Customer shall be liable for any damage resulting from the misuse or non-contractual use of the Service. The Service Provider shall be entitled to claim from the Customer its documented costs incurred in connection with the damage to, failure, or loss of the equipment.

(7) The other obligations concerning the terminal equipment are set out in **Section 13.3 of the GTC**.

(8) The Customer is not entitled to change the configuration of the equipment installed by the Service Provider, except after a detailed technical consultation and with the written permission of the Service Provider.

(9) The Customer shall ensure its proper use (handling) of the equipment.

(10) The Customer shall immediately inform the Service Provider in writing of any changes in the data provided by the Customer for the equipment placed in the DataCenter, in accordance with **Section 4.3 of the GTC**.

(11) If the Customer fails to comply with the reporting obligation determined in paragraph (10), it shall be fully liable for the resultant consequences. If there is any resultant claim against the Service Provider in connection with the violation of the provisions of this section, the Customer shall be liable directly to the Service Provider, or if the Service Provider satisfies the claims, the Customer shall reimburse the amount that the Service Provider is covered for damage indemnification.

### 3.1.6.3 Intellectual property

(1) In respect of Intellectual Property, personal and property rights shall be the sole responsibility of the Service Provider for the entire duration of copyright protection and the Customer shall only acquire the right of use thereof, if and to the extent that the Parties have expressly agreed to it in the Contract.

(2) The Customer shall not acquire any proprietary rights or copyright in the Intellectual Works created by the Service Provider during the creation or operation of the Service, unless the Parties have expressly agreed otherwise in the Contract.

(3) The Service Provider warrants that it has the exclusive right to dispose of the Intellectual Works created in connection with the Contract and it is entitled to authorize the Customer to use it and declares, under liability for damages, that there is no third party whose right would restrict or prevent the Customer's use.

(4) In the matters not regulated in the GTC, the relevant provisions of Act LXXVII/1999 on copyright shall apply.

(5) The Service Provider will authorize the Customer to use the intellectual property created in connection with the Service for the fees and conditions specified in a separate written agreement.

### 3.1.6.4 Liability for damages

(1) The Service Provider is obliged to compensate the Customer for the justified damage caused by the breach of the Contract for reasons attributable to the Service Provider, pursuant to the provisions of the Civil Code and this section,

(2) In the event of a breach of contract as a result of negligence, the liability of the Service Provider must not exceed the amount of **6 (six) months' net fee** for the Service provided under the Contract

(3) The Service Provider shall not be liable for unrealized profit, damage to reputation, or other non-pecuniary consequential damages, or for damages caused by a third party's acts of violence (e.g., cable cutting or theft of equipment), or in case of an attack against the computer network of endpoint (e.g., DDoS), unless the protection against the damages arising from its occurrence forms explicit part of the given Service.

(4) The Service Provider determines the above limitation of liability in view of the fact that the Service Provider provides the services and assumes the obligations towards the Customer for the fee specified in the Contract or the GTC.

(5) The Service Provider shall be released from the liability, if it can prove that it could not have been blamed for its conduct. The Service Provider is not obliged to compensate for the part of the damage arising from the fact that the Customer did not act to prevent or mitigate the damage in a way expected of it under the given circumstances.

(6) The Customer is responsible for the damage actually caused to the Service Provider in connection with the use of the Service for reasons attributable to the Customer or by any third party employed by or in legal relationship with it and for the costs related to the reduction of the financial loss, but not for any loss of profit.

(7) Nothing shall exclude or limit the liability of the Service Provider or the Customer, nor the employees or agents acting on its behalf for their deliberate or gross negligence with which they cause damage to life, physical integrity and health, and for the consequences of crime.

(8) The Service Provider has insurance for the assets covered by the Contract, as well as for other damages arising from natural disasters and other external impacts. The insurance shall also cover the equipment owned or leased by the Customer and properly placed in the site of the Service Provider.

(9) The Service Provider declares that it has a general liability insurance for the services to be performed under the Contract, which ensures compensation for the damage caused.

### 3.1.6.5 Ban on labor piracy

(1) For the term of the Contract and for the period of **12 months** after termination of the Contract, the Customer is not entitled to make an offer in person for establishing employment, or any other legal relation of an employment nature to engineers, experts, technicians and developers involved with the Service Provider in the performance of this Contract: (i) employees or former employees; and (ii) any person who maintained any other legal relation of an employment nature with the Service Provider.

(2) Infringement of this obligation will qualify as a serious breach of contract, and the Customer will be liable for penalty amounting to **1 (one) year's** wage of the individual, payable to the Service Provider.

(3) The ban set out in this section does not apply to persons who apply for job advertisements submitted by the Customer or who have consented to the processing of their data during previous job searches (in the case of public recruitment).

### 3.1.7 Notification, contacts

(1) The Service Provider shall fulfill its notification obligation

a.) in case of electronic invoice presentation system – including e-invoice, remote invoice or invoice downloadable from the customer portal – electronically, or

b.) in case of paper-based invoice, in the invoice letter or attached to the invoice letter via mail, or in case of the corresponding statement of the Customer electronically

c.) using other means as specified in the Contract.

(2) The Service Provider shall send the electronic notification to the

a.) Customer's electronic delivery mail address available in the public company details, or

b.) to the Customer's contact email provided for notification purposes, or

c.) by electronic billing mail, or

d.) by electronic bill, if possible, in the e-mail containing the billing notification, or

e.) to the SMS/MMS number of the Customer provided for this purpose, or

f.) other contact detail specified in the Contract.

(3) If the billing notification is sent by SMS or MMS to the Customer, it shall be considered sent on the day the delivery is confirmed. If it is sent by e-mail, it shall be considered sent at the time of sending on the sending Party's system until proven otherwise.

(4) If the customer agrees to receiving notifications by e-mail, SMS or MMS in the Contract, but the delivery of the notification cannot be confirmed for reasons within the Customer's control, then the Service Provider's obligation to notify the Customer shall be considered to be met a day after the 2<sup>nd</sup> delivery attempt is made (with a space of **5 days** between each delivery), until it is proven otherwise.

(5) Deadlines available for the Customer to exercise his/her rights shall be calculated from the latest of the notifications specified in Paragraph (4).

(6) If the notification is sent by post, the Service Provider's obligation to notify the Customer shall be considered to be met on the **7th (seventh) day** from the date of posting until proven otherwise.

(7) A delivery receipt is not sufficient evidence to show the obligation described in paragraphs (4) and (6) if disputed by the opposing party and cannot be used as such in court or other official proceedings.

(8) If the notification is sent and delivered by the Service Provider with a return receipt, until the contrary is provided, the Customer shall be deemed to have been notified at the time recorded by the postal service provider. The notification sent by return receipt shall be deemed to have been delivered if it is returned after two consecutive delivery attempts with the marking "not claimed" or "receipt refused."

### 3.1.8 Use of the Carrier Service

(1) The Carrier Service can be:

a.) Internal carrier service – The Supported Service is implemented by splitting the data bandwidth on the internet service access point provided by the Service Provider, with the involvement of a partner carrier. The Parties lay down the rules for splitting the Carrier Service and its impact on the existing service in a Carrier Service Subscriber Contract. The Contract contains the ID of the Carrier Service and the contract number as well.

b.) External carrier service – The Supported Service is implemented on a fixed internet access as a service access point provided by a third carrier, other than the Service Provider, by splitting the data bandwidth. The Supported Service splits the available bandwidth to the extent necessary for the use of the Supported Service and determined in the Technical data appendix.

(2) The Carrier Service provided by the Customer must comply with the technical parameters specified in the Contract, to the extent necessary for providing the Service. Otherwise, the provisions of the subscriber Contract for the External Carrier Services apply to the External Carrier Service.

(3) The interruption, restriction or termination of the Carrier Service shall, at the same time, result in the suspension, limitation or termination of the Supported Service utilized under the Contract by the Customer.

(4) If the Carrier Service is not included in the Service, the Customer shall ensure the availability of the Carrier Service by the date specified in the Contract. If the Customer fails to make available the Carrier Service by this date (e.g., for rejection by the partner carrier, technical infeasibility), the Service Provider shall be entitled to partially withdraw from the Contract in the respect of the given endpoint and claim the documented costs from the Customer.

(5) A change in the technical parameters of the Carrier Service may impact the quality of the Supported Service. The Customer shall immediately notify the Service Provider in writing of any changes in the Carrier Service. The Service Provider waives any liability for all such cases where it is impossible to provide the Supported Service, or there is any related error, due to any deficiency or fault of Carrier Service.

### 3.1.9 Operation, maintenance services

(1) The Service Provider provides operation, maintenance and fault repair services for the Customer under the terms and conditions specified in the Contract:

- a.) in the Service Provider's DataCenter, where some components of the operated infrastructure are located here; or
- b.) on one or more sites specified by the Customer.

(2) The Service Provider will start to provide the Service by the date and time specified in the Contract, except if the Performance Certificate specifies a different date and time.

(3) The Customer shall submit to the Service Provider the information and grant the rights concerning the subject matter of the Contract; obtain the necessary licenses; and, if necessary, provide supervisory or assisting personnel. and physical access.

(4) The Customer is obliged to give the Service Provider current versions of any training, internal instructions and safety regulations necessary to provide the service (hereinafter "**Instructions**") no later than **5 working days** before the Service is provided. If there are any amendments to the Instructions, these should be notified to the Service Provider no less than **5 working days** prior to their entry into force. The Parties agree that if the amendment of the Instructions makes the Service Provider's performance more difficult or impairs its rights (contains adverse provisions), then the Parties shall modify their contractual terms so that, unless otherwise provided by law, the terms and conditions of the amendment are met. If this is not possible, they will terminate the contractual relationship(s) between them by mutual agreement.

(5) The Parties shall record the acknowledgment of the fact of performance in the **Performance Certificate** signed by the Parties, which shall form an integral part of the Contract.

(6) The Customer is obliged to accept the contractually implemented Service. If the Customer fails to issue the proper **Performance Certificate within 8 business days**, and does not submit any complaint regarding the delivery, the delivery shall be deemed as accepted on its behalf.

### 3.1.10 Use of the Directory Assistance Service

(1) The Service Provider provides the availability of the directory assistance service by telephone.

(2) Numbers of the telephone directory assistance service

- a.) 11888 National directory assistance
- b.) 11800 Universal national directory assistance
- c.) 11811 Special and international directory assistance service

(3) In the framework of the Service Provider's data supply, based on the statement of the affected parties, the directory assistance releases to the inquirer the requested and available data.

(4) The conditions of using the directory assistance service are described in **Annex 1 of the GTC**. The charges specified in **Annex 2 of the GTC** apply for calls to the directory assistance service.

### 3.1.11 Global commercial compliance (export control)

(1) Services provided by the Service Provider as well as products sold or provided under any other title may be subject to the export control laws of the EU, USA, Hungary and other countries potentially applicable to the Customer. By concluding the Contract, the Customer agrees to abide by the export control rules set forth in **Government Decree 13/2011 (II.22.), Council Regulation 428/2009/EC** (or other legal provisions substituting them from time to time) and other applicable export control provisions and/or legal provisions ordering embargo, or other export control rules communicated by the Service Provider or issued by the product manufacturer in the licence conditions or other documents accompanying the product (including its software).

(2) In particular, the Customer undertakes

- a.) to obtain the necessary export and import licences itself, if necessary,

b.) in the lack of such licences, not to export or hand over directly or indirectly the used Service and/or received product, as well as the data, information, product, service created with them or with their incorporation through violation of export ban restrictions, such as in particular to countries under the effect of embargo (currently Iran, Russia, the Ukraine, North Korea), even if the Customer or its parent company is indigenous to that country or person, and

c.) not to use it for illegitimate purposes, including especially the creation of nuclear, chemical or biological weapons and the development of rocket weapons.

(3) The Service Provider is entitled – with the enforcement of other requirements determined in the GTC – to terminate the Contract with immediate effect, or to suspend the delivery, if the Customer’s activities violate the referred legal provisions or a thorough suspicion of the same arises.

### 3.2 Geographic area of availability of the Services

(1) The electronic communications, IT and other services provided by the Service Provider are available in the entire territory of Hungary and the leased line services can be used internationally subject to technical possibility.

(2) The Service Provider can also establish a Subscriber Access Point using the electronic communications network of the Partner Carrier(s).

(3) For Services requested to be established outside its supply area, the Service Provider will conclude a Contract and provide the Service on the basis of an on-site feasibility assessment, made on the basis of an Application or Prequalification.

### 3.3 Description of access to emergency services, use of the emergency services, and description of access to caller location information and the use of such information

(1) The Service Provider provides access to emergency numbers specified in the **Anft.** (Ambulance service: **104**, Firefighters: **105**, Police: **107** and the uniform European emergency call number: **112**) free of charge.

(2) In order to respond to emergency calls, the Service Provider is obliged to provide caller identification and positioning information to emergency services in the manner specified in separate legislation, even in the absence or withdrawal of the caller identification indication and in the absence or withdrawal of consent for the processing of positioning data.

(3) In the event of an emergency call, the data related to the identification and location of the emergency party shall be handed over to the competent emergency service station due to legal regulations, even if the Customer provides otherwise.

### 3.4 The Limit of Liability of the Service

(1) The liability of the Service Provider extends to the Subscriber Access Point or the Service boundary point. The Service Provider shall be liable for the faults attributable to it in connection with the provision of Services under the Contract.

(2) Only the Service Provider or its agent (contributor) may install a Subscriber Access Point.

(3) PABX, servers and on-site internal networks on the customer premises or property may also be installed by other persons or business organizations than the Service Provider, but these may only be connected to the Service Provider’s network by the Service Provider at the cost of the Customer, after having ascertained in a local survey that the internal network is suitable for the safe use of the Service and is compliant with the relevant technical requirements and parameters.

(4) The Service Provider usually connects the Subscriber Access Point to the (telephone or data) exchange of the local area network on which it is installed. The Service Provider will connect the subscriber terminal equipment installed outside the supply area to the network exchange, so that it can be reached with the smallest possible cost. If the Service Provider commissions a new exchange, the Customer will not have to pay for migrating to the new exchange.

(5) The Service Provider is entitled to decide whether it will provide the Subscriber Access Point to the Customer

a.) on fixed or

b.) microwave

, subscriber section.

(6) Inside the DataCenter, the Customer may only connect with the Service Provider; direct connection with a third party is not allowed.

(7) If the Service Provider's network and assets are operated by the Service Provider, the Service Quality Parameters (e.g., service level limits, lengths, number of units) that are assigned to the Service are included in the Contract.

(8) If the Service requires, the Service Provider will also provide the Service via a Bearer Service in compliance with **Section 5.1.6 of the GTC.**

## 4. Service Quality and Safety

### 4.1 Specific target values determined by the NMHH Decree on the Requirements of the Quality of the Service Connected with the Protection of the Customers and Users, and the Authenticity of Tariffs or specific target values omitted voluntarily by the Service Provider

- (1) Service Quality refers to the combined effect of service capabilities that determines the level of Service User satisfaction.
- (2) The service quality requirements are a set of targets and requirements that the Service Provider commits to. Fulfilment of these requirements is where the Service is considered to be adequate; if they are not fulfilled, the Service is considered to be underperformed or unavailable.
- (3) Specific service quality requirement is
  - a.) the service quality requirement to be met by the Service Provider in accordance with the target value indicated in **Annex 1 of the GTC**, or
  - b.) the service quality requirement agreed in the Contract that is to be met by the Service Provider.

### 4.2 Information on measures that may be taken by the Service Provider in connection with events and threats, malfunctions and vulnerabilities affecting network and service security and integrity

- (1) The Service Provider applies the following measures in connection with events and threats affecting network security, integrity and vulnerability:
  - a.) making the network elements inaccessible (locked internal and external buildings),
  - b.) protecting network elements against network-level attacks (DDoS) from the Internet,
  - c.) In order to prevent the sending of unsolicited advertisements, commercial e-mail and arbitrary mass e-mail (SPAM), the Service Provider may apply the restriction contained in paragraph 5.2.2 (1) of the GTC,
  - d.) allowing data traffic from **40** MAC addresses, or in the case of internet access service, data traffic from 1 MAC address per IP address on the subscriber access point and from the subscriber network connected to the UNI interface.
- (2) If some Customer equipment disturbs, obstructs or risks the proper operation of the Service Provider's electronic communications networks, or the proper use of the services by other customers, the Service Provider will quarantine the Service as per **Section 5.1.7 of the GTC**, which means that it temporarily suspends access to the Service or the provision of the Service.
- (3) The Service Provider has developed a separate internal procedure for the rectification of Serious incidents. This procedure ensures the fastest possible elimination of errors, thus restoring the proper functioning of the provided services.
- (4) If certain IP addresses, subnets, websites, e-mail addresses on the Internet access service are temporarily or permanently unavailable due to reasons beyond the control of the Service Provider, network functions and endpoint protection systems operated by third parties (e.g. SPAM, DDoS filtering) or other restrictive measures, the Service Provider will make every effort to re-access the announced, unavailable IP addresses and to cooperate with the Partner Service Providers directly connected to the Service Provider in order to ensure the smooth flow of email traffic. The Service Provider shall not be liable and shall not be deemed to have performed the Contract incorrectly, if the irregularity cannot be eliminated in part or in full due to a reason beyond its control, despite the participation of the Service Provider.
- (5) In the event of a restrictive measure attributable to the Customer's violation of paragraph (1) (c), the Service Provider is entitled to request the Customer to use the Service as intended in accordance with the provisions of Clause 13.2 of the GTC. If the termination of the network-level restrictive measure is subject to the payment of a fee, the Service Provider may pass on the cost thereof to the Customer.

### 4.3 Conditions for connecting subscriber terminal equipment, and for the installation and connection of equipment in the DataCenter

- (1) The Customer is entitled to purchase any standard Subscriber Terminal Equipment (e.g., router, computer, telephone, PABX) and connect it to the Service Provider's network through the Subscriber Access Point, if it has a conformity mark. The Customer shall ensure the maintenance of the equipment it owns. In this case, the Customer shall ensure that the equipment is repaired by a qualified or authorized person or company.
- (2) The Service Provider is entitled to check the subscriber network and terminal equipment connected to the Subscriber Access Point and is being used for the Service. If, during the check, it experiences an abnormality affecting the provision of the Service, it will request the Customer to remove its equipment within **15 days** and if the Customer fails to do so, the Service Provider will be entitled to disconnect the terminal equipment or

suspend the Service. If the Customer fails to comply with the request of the Service Provider or rejects its offer to rent appropriate equipment from the Service Provider, the Service Provider may terminate the Contract.

(3) Terminal equipment not associated with the Service shall be connected to, or interconnected with, the Service Provider's network only with the Service Provider's prior written consent.

(4) The radio license issued by the Authority has to be enclosed with the Authority's notification regarding the request to connect a radio transmitter-receiver device (with the exception of DECT telephone) to the Service Provider's fixed-line communications network.

(5) The Service Provider will make it possible for the Customer to:

- a.) connect its own Subscriber terminal equipment to the telephone network if it complies with the provisions of paragraph (3), or
- b.) rent such Subscriber terminal equipment from the Service Provider.

(6) If the Service Provider replaces its own device at the Customer's request, this shall be subject to a fee specified either in **Annex 2 to the GTC**, in the Contract, or otherwise. Replacement due to natural wear and tear is free of charge.

(7) The ability to call the telephone station shall not be prevented. If the Customer prevents this, the Service Provider may terminate the Contract. The Customer shall be liable for the costs of removing such obstructions causing the disturbance.

(8) The Customer is not entitled to set up and use its own equipment in such a way that endangers or influences the operation of the Service Provider's network and, if it violates the law, expressly but not exclusively, the subscriber number, as described in **Section 3.1.6.2 (5) of the GTC**, may be restricted.

(9) The Customer's server, either new or used, (not including the server rented from the Service Provider) can only be put into operation in the DataCenter if it complies with all the requirements listed below:

- a.) The operating system and other software needed for operating the server are installed;
- b.) The server must be configured to restart automatically after pressing the "Reset" button (e.g., no BIOS password required, etc.);
- c.) The server must be configured to operate with or without the keyboard and the screen;
- d.) The IP address must be configured;
- e.) The hardware must be in impeccable condition, the machine housing must be closed, the rotating / warming parts must be properly enclosed (cannot be touched by hand), the parts of the machine must be properly secured so that they will not loosen when the machine is moved and the machine must remain functional. If this is not the case, the operator may refuse the so-called remote hands services;
- f.) Client servers must be labelled at the time of handover and provided with the data in accordance with paragraph (15). If this is not done, the server cannot be placed in the room;
- g.) The Customer must submit the parameters of the server to the Service Provider in writing (CPU, HDD, memory etc.);
- h.) The following data must be indicated on the back of the server: host name, IP address, contact person, telephone number and e-mail (the Service Provider will label the server)

(10) The Service Provider agrees that the equipment it rents out complies with all the above requirements.

(11) The Customer shall inform the Service Provider in advance about the technical parameters of the technical, telecommunications and/or IT equipment installed or dismantled in the DataCenter. The installation and primary configuration of the equipment is the Customer's responsibility. The Customer may only place equipment specified in the asset list in the allocated space (location). The asset list shall be attached to the report taken, at the latest, on delivery/acceptance of the equipment. If the permission of another person or authority other than the Service Provider is required to place the Assets, the Customer will be required to acquire such permission.

(12) The Customer shall at all times comply with the Service Provider's effective security regulations and procedures to the extent required by the regulations indicating the content and purpose of the security requirements. When changing existing, or introducing new, security regulations the Service Provider will also take into consideration the lawful interests of the Customer. If the security regulations are introduced by a third party, the Service Provider will try to ensure that the modifications are made in line with the Customer's interests.

(13) The Customer may not carry out any conversion work in the location allocated to it without the prior written consent of the Service Provider.

(14) When placing the equipment in the DataCenter, the Customer shall submit to the Service Provider the following data identifying the devices placed in the DataCenter:

- a.) service ID (SHxxx),
- b.) Server IP address,
- c.) host name (machine name).

The Service Provider will use the data to fulfill its obligations under the Contract and required by law or authority. The Parties shall attach the documents containing the identification data to the report taken on delivery/acceptance.



(15) The fixed terminal equipment implementing VoIP-based voice communications connected to the Service Provider's communications network for the use of telephone service must be capable of G.711A voice coding.

## 5. Suspension, restriction of the Service

### 5.1 Cases and conditions of Service suspension, maximum duration of suspension that can be requested by the Customer, cases of suspension subject to fee payment

- (1) The Service can usually be suspended for the following reasons:
  - a.) if requested by the Customer,
  - b.) for reasons attributable to the Service Provider,
  - c.) for unforeseeable and unavoidable external reason (force majeure),
  - d.) for public interest.
- (2) Suspension will not impact continuity of the contract.

#### 5.1.1 Suspension requested by the Customer

(1) If the nature of the Service permits, the Customer may request suspension of the Service. Upon ordering the suspension, the Customer shall provide the expected start and end time of the suspension. The duration of the suspension must be no less than **1 month** and no more than **6 months**.

(2) Information technology and other Services provided at the Customer's premises can be suspended on **1 occasion** each calendar year.

(3) Should the Customer request suspension during the definite duration of the Contract, the duration of the Contract shall be extended by the duration of the suspension.

General provisions related to the suspension:

- a.) Unless agreed otherwise, the Service Provider suspends all services covered by the Contract.
- b.) If multiple Services or virtual private network (VPN) with several endpoints are covered by a single Contract, the Parties may agree that the suspension will apply only to the Service or endpoint requested by the Customer.
- c.) If several Contracts are in place between the Customer and the Service Provider, the suspension shall only apply to the Contract for which it was explicitly requested by the Customer, taking into consideration the provisions set forth in **Section 5.1.6. of the GTC**. In such cases, the suspension does not concern or impact the other Contracts.
- d.) Telephone services containing multiple voice channels (e.g., ISDN2, ISDN30, SIP Trunk, IP Center) can only be suspended together, no separate suspension of individual voice channels is possible - taking into consideration the provisions set forth in **Section 5.1.6. of the GTC**.

(4) The Customer may request the suspension in writing to the Service Provider's Customer Service at least **15 days** in advance for electronic communications services and at least **3 working days** in advance for Information technology and other services.

(5) If the suspension is requested by the Customer, the Service Provider shall reconnect the service at the time determined by the Customer, or within **3 working days** from the reconnection request being reported.

(6) If no local action is needed for reconnection, the Service Provider will not charge a separate fee. If on-site action is required for reconnection, the Service Provider will charge a one-off fee as determined in **Annex 2 of the GTC**.

#### 5.1.2 Suspension for Force Majeure reasons occurring within the Service Provider's scope of interest

(1) In order to ensure continuous use of the Service, the Service Provider operates technical duty services, as well as fault reporting and repair services. Despite this, there may still be situations resulting in operational downtime and temporary Service outage. The operational downtime (Service outage) can be scheduled or unscheduled.

(2) Unscheduled Service outages may occur during maintenance and repair works (unscheduled maintenance, urgent release or urgent change) that are necessary for extraordinary reasons, or because of unforeseeable and unavoidable events beyond the scope of interests of the Service Provider and the Customer (Force Majeure), or for reasons beyond the control of both Parties.

(3) Scheduled Service outages may take place during regular maintenance of equipment operated by the Service Provider, changes to the Service, performance of release activities or network renewal, replacement, or during compliance audits.

(4) During regular maintenance activities, the Service Provider performs works required to maintain the operating condition of its technical equipment that guarantees the achievement and maintenance of the targeted quality values of the provided Service, whereas the purpose of network renewal and replacement is to renew of this equipment from time to time. Maintenance for operational purposes means, for example, activities involving the installation of software updates released by the manufacturer.

- (5) The Service Provider shall inform the Customer on the scheduled maintenance at least **15 days** prior to the planned date.
- (6) Such notice shall include the following information:
- a.) type of the activity (maintenance, testing, other);
  - b.) Name and ID of the affected Service;
  - c.) impact of activity (outage, reduced capacity);
  - d.) planned start of the activity;
  - e.) planned completion of the activity.
- (7) Regular maintenance to ensure good operational condition affecting multiple clients is performed by the Service Provider without the approval of the Customer, at the time indicated in the notification. Where maintenance works are required for operational purposes, the Customer shall declare his approval of the maintenance works in writing within **2 working days** after receiving the notification sent by the Service Provider, or the Customer is entitled to reject the maintenance, while recommending new date(s) for carrying out any maintenance work. If the Customer approves the maintenance but does not respond, or provides no feedback until the set deadline, then the Service Provider's notification shall be considered accepted and the maintenance work will take place at the suggested time.
- (8) Provided that the Service Provider and the Customer have agreed in advance on the circumstances of maintenance activity for operational purposes, these shall be performed as described in the release management agreement. The release management agreement includes, but is not limited to, the following:
- a.) responsibilities, scopes of authority;
  - b.) scope (extent) of validity of the release management;
  - c.) determination of release types;
  - d.) schedule and method of scheduling of release types;
  - e.) way of accepting release types,
  - f.) handling potential downtimes occurring due to the scheduled works;
  - g.) start of operation review;
  - h.) determination of standard release activity – list of the related standard changes;
  - i.) definition of urgent release.
- (9) If the Customer does not allow for the Service Provider to perform the maintenance activity for operational purposes, then for the duration of the postponement the Service Provider will be released from the consequences of under-performance of the quality-of-service parameters they have committed to.
- (10) Period of downtimes due to regular maintenance for the purpose of maintaining good operational quality, as well maintenance for operational purposes, are not included in the annual availability ensured by the Service Provider.
- (11) Regular maintenance includes services provided by third parties, especially electricity providers or other public utility providers, as well as the maintenance of networks operated by these parties that influence the regular operation of the Service. The Service Provider shall notify the Customer on the commencement of maintenance works at least **15 days** in advance, provided that the Service Provider was notified correspondingly by the third party.
- (12) In the case of unscheduled maintenance, the Service Provider shall notify the Customer on any work expected to involve Service outages immediately, preferably at least **24 hours** in advance. If any situation occurs in connection with the provision of the Service that would risk Service outage or Serious incident (operational disturbance), the Service Provider will immediately carry out the Urgent Change within the frame of an Urgent Release, without preliminary notification to the Customer.
- (13) The Customer acknowledges that suspension due to a change or urgent change shall not be regarded as the Service Provider breaching the Contract. Thus, the Customer will not be entitled to enforce any claim for penalty or damages against the Service Provider and, furthermore, the Customer will not be entitled to terminate the Contract.
- (14) Regular maintenance to ensure good operational quality or renovation may only result in the Service being suspended if no other economically viable technical solution is available to the Service Provider.
- (15) If the Service Provider provides the Service using the network of a Co-Provider, the Service may be suspended as a result of the Co-Provider performing regular maintenance works.
- (16) If the Service Provider suspends the Service with reference to a reason of Force Majeure, it must be certified that the Service Provider did everything to terminate the suspension's cause within the specified deadline.
- (17) If a liquidation, wind-up or bankruptcy procedure is initiated against the Customer, the Service Provider becomes entitled to suspend the Service until the Customer pays the advance determined by the Service Provider, which - in the case of electronic communications services - must not exceed the amount equal to the **fee for 12 months** pursuant to **Section 18 (3) of Eszr.**

### 5.1.3 Suspension for public interest

- (1) The Service can be suspended for reasons of public interest and to protect home defense, national security and the economic and public safety interests of Hungary, in a way stipulated by law.
- (2) During qualifying periods and in order to eliminate the consequences – based on the decision of the Home Defense Council, the president of the Republic, or the Government – the Minister shall declare temporary restriction or suspension of electronic communications activity.

### 5.1.4 Special provisions related to the suspension of Mobile Internet Service

- (1) The Customer is obliged to report theft or loss of his/her SIM card. In such cases, the Service will be suspended starting from the moment the issue is reported until the SIM card is found or a new SIM card is activated. The Customer may request the suspension of the Service at the Customer Service.
- (2) If the Customer wishes to continue to use the Service, he may request a replacement SIM card subject to a replacement fee determined in **Annex 2 to the GTC**, or if the lost/stolen card is found, the Customer may request the suspension to be lifted at the Customer Service.

### 5.1.5 Payment of fees during the suspension

- (1) In the event of, and for the duration of, a suspension requested by the Customer, the Customer shall pay a monthly suspension fee corresponding to the Service or the type of the suspension, as determined in **Annex 2 of the GTC**, or otherwise.
- (2) For electronic communications services, no fees are payable if the suspension is caused by reasons within the scope of the Service Provider's interests or a Force Majeure. In the event of regular maintenance to ensure good operating conditions, the Customer is not released from fee payment obligations – in line with the provisions set forth in **Section 5.3.1 (6) of the GTC**.

### 5.1.6 Special provisions related to the suspension of Supplementary services used via carrier service

- (1) For suspensions of fixed telephone services, for any reason, that operates at the same Subscriber Access Point established in the copper cable network, the Service Provider will also suspend ADSL or switched-line internet services provided by another service provider at the same Subscriber Access Point.
- (2) If the Customer uses any Supporting service (e.g., fixed VoIP telephone service, virtual private network (VPN) over the Service Provider's or other operator's (based on a separate contract) Bearer service at the same physical access point, then if the Carrier service is suspended for any reason, the Supporting service will also be suspended. However, the suspension of the Supporting service will not result in the suspension of the Bearer service.
- (3) In all other cases of suspending the Supporting Services as defined in this section, the rules of suspension by the Customer/Service provider shall apply.

### 5.1.7 Special provisions related to quarantining the Internet access Service

- (1) In the course of operating its internet network, the Service Provider carries out data traffic analysis to identify events capable of disturbing services used by other customers, the operation of the Service Provider's network, or expose the Service used by the Customer as a target to some threat. This is done regardless of whether such activities are carried out by the Customer itself or by the equipment ordered by the customer that is under the control of another external network power source.
- (2) Such events include, but are not limited to, *DoS (Denial of Service)* and *DDoS (Distributed Denial of Service)* attacks.
- (3) In order to ensure proper operation of its network and to avoid corruption of the Service provided, the Service Provider may isolate the Subscriber Access Point registered as the source of the disturbance or target, based on the traffic data analyses, to prevent further damages.
- (4) Measures taken while quarantining the Service:
  - a.) in order to prevent the disturbance identified by the Service Provider, the Service will be temporarily suspended for the duration of **4 hours**, repeated for no longer than **48 hours**;
  - b.) the Service Provider shall immediately notify the Customer, using the available contact details, about the suspension, its causes and possible solutions to prevent further disturbance;
  - c.) after the temporary suspension expires, the Internet connection is restored and the Service Provider places the affected Subscriber Access Point under surveillance;
  - d.) should the Customer repeatedly become part of the attack resulting in isolation, the process restarts pursuant to section a.).
- (5) The Customer is obliged to ensure to its best ability that its network cannot be used for such attacks defined above in sub-section (2). Should the Customer be unable or unwilling to properly calibrate its network devices as instructed by the Service Provider, and if the disturbance is repeated within any **30-day period**, the Service Provider becomes entitled to terminate the Contract with immediate effect.

(6) In the course of quarantining the Service, the Service Provider suspends the Customer's access to the Internet access service by making the IP address temporarily inaccessible.

(7) Isolating the service should not be construed as failure to provide the Service, so it would not have the effect of reduce the time the service available. Thus, the Customer will not be entitled to enforce any penalty with reference to faulty delivery.

## **5.2 Cases and conditions of restricting the Service, particularly the restriction of traffic originating from, or terminating at, the Customer; and cases of reducing quality or other parameters of the Service, including methods of implementation**

### **5.2.1 Restriction of Service in the case of a breach of contract by the Customer**

(1) The Service Provider is entitled to restrict the use of the Service, particularly the traffic originating from or terminating at the Customer, or to change quality or other parameters of the Service.

(2) Cases of Service restrictions may include, but are not limited to, the following:

- a.) the Customer hinders or endangers normal operation of the Service Provider's network, particularly if the Customer connects to the Service Access Point terminal equipment without appropriate certificate or without appropriate interface;
- b.) the Customer resells the Service to any third Party without the consent of the Service Provider, or uses it for provision of network services;
- c.) the Customer has outstanding fees that are not settled by **30-day** deadline from the receipt of the corresponding payment reminder.
- d.) if, on the basis of the information available, the probability exists that the Customer has misinformed the Provider about relevant circumstances in order to persuade it to conclude the agreement or to use the service;
- e.) if the Customer uses the Service irregularly in violation of the provisions set forth in **Sections 3.1.5.2 (5) and 11.2** of GTC.

(3) The Service Provider shall notify the Customer at least **3 days** prior to the earliest date of restriction. The Service Provider is also entitled to execute the restriction with **immediate effect** and without preliminary notification, if the irregular use violates relevant interests of the Service Provider or of third parties, especially if such restriction is ordered by a competent authority, or if criminal activity is suspected.

(4) If the Customer eliminates the cause justifying the restriction and the Service Provider obtains credible information thereof, the Service Provider shall terminate the restriction within **72 hours** from becoming aware of the Customer's compliance. The Service Provider is entitled to charge to the Customer a fee determined in **Annex 2 of the GTC** or otherwise, for the repeated provision of the Service.

(5) If the Customer decides to terminate the Contract after eliminating the cause justifying the restriction, and the Service Provider becomes aware of the decision before the cause of the restriction is eliminated, then the Service Provider will keep the restriction in place until the Contract is terminated – unless the Customer objects.

(6) If the Service Provider is late or delayed when removing a restriction on electronic communication services, in will be obliged to pay a penalty defined in **Section 7.4.7 of GTC**.

(7) During the restriction, the Customer is obliged to pay to the Service Provider the fee stated in **Annex 2 of the GTC**, in the Contract, or otherwise.

(8) The duration of the restriction does not affect the definite duration (loyalty period) of the Contract.

(9) During the restriction period, the Service Provider shall:

- a.) for telephone service provided at a fixed location
  - aa.) ensure that the Customer can be called;
  - ab.) ensure that emergency calls can be made;
  - ac.) ensure that the Operator's customer care service can be accessed;
  - ad.) ensure that the fault reporting service is available.
- b.) for services provided in the DataCenter
  - ba.) host the Equipment,
  - bb.) provide power supply, air conditioning and protection for the Equipment.
- c.) in case of internet access service

an Internet access service with speed and quality features that allow at least electronic correspondence and the use of electronic administration services (minimum service level internet access service).

(10) During the restriction period, Internet access of the Service used in the DataCenter is suspended and entry (physical and remote access) to the DataCenter is forbidden.

(11) After the service is restricted for more than **15 days**, if the Service Provider has not exercised its right to termination specified in **Article 134 (7) of Eht.**, it may suspend the service for no more than **6 months**. If the cause for suspension of the Service continues to prevail, the Service Provider may terminate the Contract with **15 days' notice** given on the last day of the suspension.

(13) For information technology and other services, if the reason for the restriction continues to exist on Day 15 following the notification to the Customer, and the Customer fails to eliminate the reason for the suspension,

the Service Provider becomes entitled to terminate the Contract with immediate effect and initiate actions against the Customer as set out in **Section 10.6 of GTC**.

### 5.2.2 Restriction of the service by the Service Provider

(1) Barren network traffic on the Internet access service caused by unsolicited advertisements, commercial e-mail, arbitrary mass e-mail (SPAM) - intentional or even innocent - endangers the service both inbound and outbound and interferes with its use by other customers. The Service Provider – pursuant to the instructions of the Council of Hungarian Internet Providers ([www.iszt.hu](http://www.iszt.hu)) – is obliged to prevent such messages being forwarded. In order to achieve this goal, the Service Provider may without prior notification restrict e-mail communications sent over the Internet connection using an unencrypted SMTP protocol (port 25).

(2) The Service Provider is entitled to restrict the use of the Service if the Customer's consumption of the given service has exceeded the amount or quantity of calls, messages or data specified in the GTC or in the Contract as the upper limit of use.

(3) In the course of providing the telephone service – to protect the Customer's interests, to ensure charges are paid and to mitigate the losses - the Service Provider operates a call monitoring system capable of indicating any out of the ordinary service usage, announce any call that is expected to result in extremely high call charges, and notify the Service Provider in case calls of outstanding value were initiated on any telephone numbers, that took place during the billing period. In such cases, the Service Provider shall take measures to mitigate the foreseeable damage, either by informing the Customer or, if necessary, by restricting the Service. The Service Provider shall in all cases inform the Customer on the measures taken and the damage that has occurred.

(4) Further rules on restriction by the Service Provider if the nature of the Service permits, as well as the extent of the restriction, are contained in the Contract.

(5) If notified in accordance with Section 13 of Ekertv by an Entitled Party or the legal representative of a minor Entitled Party, whether in the form of a private document of full probative value or public document, the Service Provider is obliged to conduct the notification and removal procedure stipulated by law in order to remove information that violates the privacy rights of the Entitled Party.

(6) In the event of improper use in violation of clause 13.2 of the GTC, the Service Provider is unilaterally entitled to suspend the use of the Service without prior notice, may delete the data stored by the Customer or the End User on the network or make them inaccessible to third parties.

## 5.3 Cases and conditions of Service suspension

### 5.3.1 Suspension of broadcasting media services and online press products based on the Media Council's request

(1) The Service Provider, as an intermediary provider that provides services related to the information society and based on its obligations determined in **Sections 188 and 189 of the Mttv.**, may be obliged to suspend broadcasting media services or Internet-based press products.

(2) If the Media Council or the Office applies any legal consequence determined in **Section 187 (3) b-d) of Mttv.** against a media service provider (of on-demand or supplementary media services) and the provider does not comply with this legally binding and executable decree, the Service Provider will be obliged to suspend (pursuant to invitation from the Media Council) the broadcast of the media service or supplementary media service in line with the decree—after the decree becomes final and legally binding, and the compliance period expires.

(3) If the Media Council or the Office applies any legal consequence determined in **Section 187 (3) b-c) of Mttv.** against the publisher of an online press product and the publisher does not comply with this legally binding and executable decree, the Service Provider will be obliged to suspend (pursuant to invitation from the Media Council) the broadcast of the online press product in line with the decree –after the decree becomes final and legally binding, and the compliance period expires.

(4) In the course of complying with its obligation to suspend the broadcast of the media service and online press product, the Service Provider – with respect to the contents indicated of the invitation of the Media Council and after the publication of the related Media Council recommendation – shall apply the efficient technical solution indicated in the recommendation.

(5) Suspension of the media service and of the online press product upon the recommendation of the Media Council shall not be regarded as faulty delivery by the Service Provider, a breach of the Contract by the Service Provider, or illegitimate unilateral amendment of the Contract by the Service Provider. In the case of a mandatory invitation to suspend the media service and online press product, the Service Provider will suspend the broadcast of the media service and the online press product at the time indicated in the invitation and the Customer will not be entitled to enforce any other claims for compensation with reference to the suspension.

(6) Even if the broadcast of the media service and online press product is suspended upon the invitation of the Media Council, the Customer will still be obliged to pay the service charges to the Service Provider. The

duration of the suspension of the media service and online press product upon the invitation of the Media Council shall not be counted as the Service availability.

### 5.3.2 Suspension of the Service

- (1) The Service Provider is entitled to suspend the provision of the Service in cases set out in the GTC.
- (2) The Service Provider implements the suspension by making access to the Service unavailable.
- (3) If the cause for suspension of the Service continues to prevail, the Service Provider may terminate the Contract with **15 days' notice** given on the last day of the suspension.

## 6. Customer relations, fault repair, complaints management, legal disputes

### 6.1 Management and procedure of reporting faults, deadlines for rectifying any faults, registration of fault reports and fault repair procedure

#### 6.1.1 Reporting the fault

- (1) Fault Reporting is an announcement by the Customer relating to non-contractual performance of the Service, in particular those relating to the inferior service quality or unavailability, on the basis of which the Service Provider begins the elimination of the fault. Anomalies identified by the Service Provider during the provision of the service without being notified must be immediately investigated and terminated by the Service Provider as part of its normal operational tasks, however, with regard to availability, failures not reported by the Customer will not qualify as service downtime, unless the function indicating its occurrence explicitly forms part of the given Service.
- (2) The Customer or any other person acting on the Customer' behalf may report any fault according to the options listed in **Section 1.2 of the GTC**.
- 3) The Service Provider will acknowledge and register the fault report.
- (4) The registration includes the following:
  - a) notification address or other identifiers of the Customer;
  - b.) the subscriber line's telephone number or another identifier;
  - c.) description of the fault;
  - d.) time of the fault report (time, month, day, year);
  - e.) actions taken to identify the reason for the fault and results;
  - f.) the reason for the fault;
  - g.) method and time of the fault repair (hour, day, month, year) and its success or failure (and the reason thereof);
  - h.) method and time of notifying the Customer;
- (5) The Service Provider will record fault repairs in a traceable manner, by voice recording or any other electronic record by observing the rules for data management, which shall be kept as set forth in **Section 10.1.1 of the GTC**.
- (6) For faults reported by e-mail, the time of fault report shall be the time when the notification e-mail is received by the Service Provider.
- (7) Should the Service Provider examine and eliminate the fault reported by the Customer, or the fault is found to be non-existent and the Customer unnecessarily reports the fault again, the Service Provider may charge the Customer for the costs of the repeated examination.
- (8) The service Provider shall examine the Fault Reports immediately and communicate to the Customer
  - a.) whether an additional on-site inspection at the Subscriber Access Point is necessary, or
  - b.) that the fault could not be detected by the investigation, or the fault occurred for a reason within the control of the Service Provider.

#### 6.1.2 Rectifying faults where Services are provided at Customer premises

- (1) The Service Provider is obliged to repair faults within its scope of responsibility reported by the Customer that are found to exist as a result of the fault location procedure, for which it is responsible. In accordance with this, the time between the fault report and the repair of the Service failure must not exceed the duration specified in the Contract (**72 hours**), unless agreed otherwise.
- (2) If the approval of third parties (e.g., authority, public utility provider or property owner) is required to repair the fault, the deadlines allocated for the repair will be extended by the time required to obtain the necessary authorization. The Service Provider shall notify the Customer on the necessity and reason of such approvals, as well as the fact that the time needed to obtain these authorizations will not be counted towards the deadline as set out above in section (1).

(3) The Service Provider shall not charge any fee for rectifying faults determined in section (1); the Service Provider shall not transfer the related costs incurred by the Service Provider (including repair, site visit) to the Customer, except for those costs relating to accessing the Customer's premises.

(4) If the investigation or repair can only be carried out on the Customer premises and the date proposed by the Service Provider is not acceptable to the Customer, then the time between the proposed date and the actual inspection/repair date will not count towards the time take to rectify the fault pursuant to section (1).

(5) If the Service Provider and the Customer manage to reach an agreement on the date of repair and the Service Provider could not resolve the issue due to any reason beyond the responsibility of the Service Provider, the deadline allowed for rectifying the fault will be extended by the period between the date which became invalid for any reason beyond the responsibility of the Service Provider and the new appropriate date agreed mutually by the Parties, on the Service Provider's initiative.

### **6.1.3 Repairing faults where Services are provided in the DataCenter**

(1) The Service Provider ensures continuous monitoring for the machine room conditions (uninterrupted system, air conditioning system, machine room temperature values) using an appropriate surveillance system. The surveillance system logs all events and alerts; the temperature values can be accessed both in analogue and digital form.

(2) In the event of a fault report, the Service Provider shall indicate on the fault form the existence or lack of power supply, as well as the air temperature. In the case of a power failure, the Service Provider shall notify the Customer on the estimated time before the power supply is restored. In the case of a cooling failure, the Service Provider shall record the air temperature **every 10 minutes** until it goes below 30°C – measured in the cold row of the machine room.

(3) With respect to the time when the Service went down and the time when the Service is restored, the data of the event log recorded by the surveillance system must be taken into account.

### **6.1.4 Provisions prevailing in cases where back-up access is available**

(1) The back-up subscriber access point consists together of main and back-up subscriber access routes. Availability can be regarded as defective (downtime) if both subscriber access routes fail at the same time, or a switchover does not take place.

(2) If both access routes failed simultaneously, then the Service provider is obliged to restore at least one of the subscriber access routes after the fault is reported by the Customer, within the fault repair deadline determined in the Contract.

(3) If the Service was available via the main or the back-up access routes, then the Service Provider is not obliged to pay a penalty.

### **6.1.5 Repair of faults beyond the scope of the Service Provider's interest; other works**

(1) If, in the course of the fault repair procedure

- a) it is proved beyond doubt that the fault occurred for reasons within the control of the Customer,
- b) the local work has been carried out due to the Customer's false, or unnecessarily repeated, report,
- c) the Customer orders work other than a fault repair,

the Service Provider will be entitled to charge the Customer for its costs, plus the applicable work charges.

(2) The Service Provider will determine the costs described above in section (1) on the basis of the visit and hourly charges specified in **Annex 2 of the GTC**.

### **6.1.6 Special provisions related to external Carrier Services**

(1) In case of failure of the external Bearer Service provided by a third-party electronic communications service provider other than the Service Provider, the Customer must act in accordance with the corresponding subscriber contract for the external Carrier Service, paying particular attention to the fault repair rules specified therein.

(2) If the Customer reports a fault to the Service Provider which is only a fault of the external Carrier Service provided by a partner carrier, then this report will be considered erroneous. For such erroneous fault reports, the Customer shall pay the Service Provider the site visit charge and the hourly fee specified in **Annex 2 of the GTC**, as well as other costs incurred by the Service Provider.

(3) The fault report will only be considered justified if the Customer and the Service Provider ascertain that the external Carrier Service satisfies the parameters specified in the Contract and is consequently necessary for accessing the Service. The Parties shall consider the technical assessment performed by the Service Provider and its results; the Customer shall accept the result of the technical assessment.

### **6.1.7 Reporting faults and repairing terminal equipment and leased Equipment**

(1) In the event of faulty operation of the terminal equipment or Device, the Customer may contact the Service Provider's Fault Reporting Service. The Fault Reporting Service – with the Customer's help - will try and

determine the nature of the fault. Delivery of the faulty Device to the Service Provider is the responsibility of the Customer, after which the Service Provider shall replace the faulty Device if it can be obviously identified that the failure is not due to the Customer's fault.

(2) If the Device is replaced, proprietary contents saved on the Device may be deleted depending on the nature of the repair, and the original basic condition (factory settings) can be restored. Backing up the proprietary contents prior to replacement is the responsibility of the Customer; the Service Provider excludes all responsibility in this regard.

(3) The Repair Service is competent in determining the fault of the device and its accessories, and the Customer is obliged to accept the professional opinion of the Repair Service. In the case of a dispute, the Customer is entitled to request, at its own expense, an independent analysis by a third-party expert organization.

(4) Employees of the Repair service will investigate the fault. If, with regular use, the fault was due to a production flaw, the Service Provider shall repair or replace the Device free of charge.

(5) The Service Provider and/or Repair Service is entitled, at their own discretion, to replace the Device and/or accessory without analyzing it in great detail with another suitable device. However, accepting the Device and/or accessory for repair, or the replacement of a Device and/or accessory should not serve as a basis for a complaint.

(6) The duty to perform any repairs or replacements free of charge does not apply if the Repair Service assigned to perform the repairs proves that the fault is due to irregular use, alteration, unprofessional handling, improper storage, elemental damage, vandalism or other reason occurring after the Customer accepted the device.

Repair or replacement free of charge does not generally apply to the following cases:

- a.) continuous or fault-free operation of the Device;
- b.) loss or corruption of data;
- c.) fault or damage caused by irregular use, accident, modification, inappropriate physical or operational environment, natural disaster, energy waves (e.g., secondary effect of network excess voltage or thunderbolt);
- d.) damage or injury caused by the intervention of an unauthorized repair service provider;
- e.) faults or damages caused by third-party products (including those provided by the Service Provider or installed by the Repair Service upon the request of the Customer).

(7) With respect to technical or other support issues, such as assistance for "How to?" questions, or with respect to questions related to the setting or installation of the Device, the Service Provider's Fault Report Service shall provide information via telephone.

(8) If the Repair Service finds that the fault is not the result of regular use or is due to unprofessional intervention prior to the commencement of repair work, the Repair Service informs the Customer about the costs of the repair or replacement. If the Customer accepts the price quote, agrees to pay the costs and orders the new Device, the Fault Repair Service replaces the device and sends it back to the Customer using a courier service. The Customer must pay the costs of repair or replacement and the courier service upon receiving the Device.

(9) Should the Customer not accept the costs of the repair or replacement, the faulty Device shall be returned to the Service Provider, but in this case, the Contract shall be amended or terminated with respect to the quantity of the leased Devices and the Customer shall be obliged to pay the amount of damage compensation, as specified in the Contract.

## 6.2 Customer Rights if Service delivery is faulty

(1) The Service Provider will be liable for penalties in the event of late or faulty performance, in the following circumstances:

- a.) If the Service is not provided by the deadline specified in the **Contract**;
- b.) If the Service Provider accepts the Request for relocation of the Service or modification of an essential technical feature, but does not fulfill it in due time under the same conditions as for the establishment of the new Service;
- c.) If, during the fault reporting procedure, the Service Provider exceeds the time allocated to identifying and eliminating the fault;
- d.) If the Service Provider justifiably restricts the service, fails to remove the restriction immediately, but no later than **72 hours** after he is credibly notified about removal of the reason for the restriction;
- e.) If the individual service quality requirements specified in the Contract are violated.

(2) With respect to sub-section (1) c.) and e.) the following shall not qualify as faulty performance of the Contract:

- a.) the faulty operation of the Service was caused by some feature or fault of some terminal equipment (e.g., telephone set, branch exchange, router, computer, etc.) operated by the Customer or a third party, or network section (e.g., internal cabling, WiFi network or other means substituting cabling) owned by the Customer or a third party;



- b.) the fault form cannot be closed after the fault is removed by the Service Provider, as the Customer did not approve it until the proper operation has been tested;
- c.) In view of the nature of the Service, the deficiencies reported as a fault do not restrict the proper use of the Service;
- d.) there is evidence that the fault was caused by the negligence or deliberate action of the Customer;
- e.) the fault was caused by terminal equipment which did not obtain a license or conformity mark, provided that the terminal equipment was made available by an organization other than the Service Provider;
- f) if the fault is due to inappropriate use of the terminal equipment;
- g.) if the Customer failed to cooperate in the fault repair procedure in a normally expected manner, in particular, where he hindered the fault repair or did not make the related property available for rectifying the fault, provided that access to the property is necessary for eliminating the fault.

(3) In the event of late or faulty delivery of the Contract, the Service Provider is obliged to compensate the Customer for the damage caused to the subject of the Service, pursuant to the applicable provisions of the Civil Code and the Contract. The Service Provider is obliged to pay compensation for the justified actual damage caused to the Subscriber's property as a result of the faulty delivery, unless the Service Provider prevents faulty delivery.

(4) The Service Provider shall not be liable to the Customer for any lost profit, harm to good reputation, any other non-financial or other consequential damage and any damage caused by a third party through vandalism (e.g., cable cutting, equipment stealing). The Service Provider declares the above limitation of liability with respect to the fact that the Services and other obligations are provided and delivered to the Customer in exchange for the fees agreed in **Annex 2 of the GTC** and in the Contract.

(5) The Service Provider will not be held liable if the interoperation of the Customer's PABX, subscriber terminal equipment or network with the Service Provider's network cannot be implemented, because they are unsuitable for using the Service for technical reasons, or the related data provided by the Customer was faulty, inaccurate or deficient.

(6) Civil law claims arising from the Contract will lapse after **1 year** for electronic communications services pursuant to **Section 143 (2) of the Eht**, and in **5 years** for information technology and other services pursuant to **Volume VI, Chapter IV of the Civil Code**, which period shall be calculated in the event of delayed or faulty delivery from the day they occur; whereas, in the event of a financial claim, the period shall be calculated from the due date. The limitation period is interrupted by:

- a). acknowledgment of the debt by the obliged party;
- b) amendment of the contract by agreement of the parties and settlements;
- c.) enforcement of the claim against the obliged party in a court proceeding, if the court made a legally binding relevant decision that concludes the proceeding; or
- d.) submitting the claim in the bankruptcy procedure.

(7) Also, with respect to provisions set forth in **Section 6:4 (4) of the Civil Code**, the Service Provider shall consider the debt accepted if it is not disputed by the Customer within **10 days** of the receiving the payment reminder. Otherwise, the provisions of Chapter IV of Volume VI of the Civil Code shall be applied for the limitation of claims arising out of this Contract.

## 6.3 Complaint's handling procedure (billing complaints and compensation claims)

### 6.3.1 Complaints management

(1) If the Customer has complaints relating to the Contract or the legal relationship, the Customer shall contact the Customer Service. Complaints can be made to any customer service contact listed in **Section 1.2. of the GTC**. Present personnel of the DataCenter do not qualify as Customer Service – any complaints submitted there are forwarded to the Customer Service.

(2) The Service Provider shall **within 30 days** investigate the complaint and notify the Customer of the result of the investigation. The Service Provider shall explain why a complaint has been rejected.

(3) Verbal complaints will be examined immediately and remedied as far as necessary. If the Customer disagrees with how the complaint was handled, the Service Provider will make a report of the complaint and its status immediately and send a copy to the Customer. Where the immediate investigation of the complaint is impossible, the Service Provider will make a report on the complaint without delay and send a copy to the Customer, and in any other case he will act in compliance with the provisions set forth in section (2).

(4) The Customer, when disputing the Service Provider's opinion on the complaint, may apply to a court, or in case of electronic communications services to the NMHH (taking into account that NMHH is not competent in deciding disputes related to fees and payments; such competence remains with the competent court).

(5) The Service Provider will make available the related Customer data (User data) necessary to handle the complaint and other related data (including the data required to settle the billing and broadcasting disputes) provided that the Customer takes part in the proceeding as a party thereto and the authority makes a statement in its communication about the legal basis and purpose of requesting such data.

### 6.3.2 Billing complaints

(1) If the Customer contests the billing amount claimed by the Service Provider, it may submit a complaint to the Customer Service. The Service Provider shall immediately register the notice and investigate the complaint. Until the claim is investigated, the Service Provider may not terminate the Contract with reference to non-payment of charges, provided that the Customer pays the charges that are not contested in due time, including further charges that may become payable.

If the Customer submits the billing complaint to the Service Provider before the due date and the Operator fails to reject the complaint within **5 days**, the period of investigating the billing complaint will be added to the time available for payment of the item addressed in the complaint.

(3) A complaint in connection with an overdue bill will not extend the payment period.

(4) As long as the closed nature of the Service Provider's billing system is certified by a certifying body identified by the Minister, the Service Provider is entitled to terminate the agreement with reference to non-payment, even if the Customer submitted the billing complaint before the expiry of the payment deadline. The term of bill payment will not be extended with the investigation period, even if the Operator fails to reject such complaint within 5 days.

(5) If the Service Provider accepts the complaint, it shall credit the contested charge and any interest calculated from the date of payment to the customer, if the bill is paid monthly, on the next month's bill. Otherwise, the amount will be credited within **30 days** of a judgment on the complaint, or it will be reimbursed with the interest to the customer in full.

(6) If the complaint is rejected, the Customer may apply to the court within **30 days** from receiving the Service Provider's rejection and must simultaneously notify the Service Provider.

(7) Should the Customer dispute the amount required by the Service Provider, the Service Provider shall provide evidence that its billing system is protected against unauthorized access and secure, and the charged amount was billed and calculated correctly.

(8) If an investigation of the billing complaint finds that the terminal equipment used by the Customer does not have compliant marking, and the other test results exclude the opportunity of overcharging, the Service Provider closes the complaint by refusing the Customer's request as the use of non-standard terminal equipment may cause overcharging.

(9) The Customer has **30 days** from receiving the Service Provider's examination results to report the following:  
 a.) the Customer does not accept the evidence presented by the Service Provider to support the correctness of the bill, and/or  
 b.) the Customer will not pay the amount indicated, nor any interest accrued, on the next due bill related to the results of the examination until the due date indicated on the bill.

If no such report is made and the debt is not paid, the Service Provider may initiate litigation proceedings to collect the debt.

(10) If the Customer fails to pay the subsequent due charges by the due date on the contest bill, then pursuant to the procedure applicable for non-payment of charges (provided that the Service Provider can restrict the Service) the Service Provider may restrict the Service until the complaint is decided in a legally binding manner.

(12) If the Customer wishes to lodge a complaint against an already paid bill, the Customer has the opportunity to do so within the forfeiture period specified in **Section 6.2 (6) of the GTC**; if the complaint is justified, the Service Provider has to refund the amount charged by mistake together with interest, calculated using the payment due date, to the Customer.

(13) The Service Provider will investigate the billing complaint mainly by reviewing and analyzing the data of the calculating equipment and of the billing system. The network, route and endpoint shall be examined, if such action is justified due to the suspicion of line theft or other unauthorized access.

(14) Upon the Customer's request, the Service Provider shall allow the Customer to view, free of charge, the statement of traffic and billing data (call details) necessary to calculate the payable fee, until the processed data is deleted.

### 6.3.3 Accepting requests for blocking mobile devices

(1) The Customer may request mobile devices/SIM cards to be blocked, but it must prove its eligibility to do so in a credible manner. Furthermore, the Customer must prove that he will accept any and all responsibility related to the blocking of the mobile device. For such requests, the Customer must give the Service Provider the police report on the theft of the mobile device owned by the Service Provider.

(2) The Service Provider will block the mobile device within **5 working days** from receiving the report.

(3) The Customer agrees that in order to block the SIM card and the mobile device, the Service Provider hands over the Customer's personal data processed by the Service Provider, as well as the documents submitted together with the report to Telenor Hungary plc. cooperating with the Service Provider.

(4) The Service Provider does not assume responsibility for the damage suffered by the Customer if the SIM card is lost or stolen.

(5) A mobile device can also be blocked upon the request of other Hungarian or foreign provider, if it is eligible pursuant to a bilateral contract, an international agreement signed also by Telenor Hungary Plc. cooperating with the Service Provider, or the operating rules of the GSM MoU Association.

(6) In other cases, the Service Provider is only entitled to block mobile devices based on court or police decrees, as determined by the law.

#### **6.4 In- and out-of-court dispute settlements concerning the provision of the Service, the right to approach arbitration bodies, and contact details of competent authorities and other organizations (name, telephone number, other details)**

(1) The Customer and the Service Provider may directly settle complaints related to the Service pursuant to the provisions set forth in **Section 6.3.1 of the GTC**.

(2) In order to settle their disputes arising from or in connection with the Contract, or for the violation of any provisions thereof, the Parties promise to try and settle their disputes through peaceful negotiations.

(3) Should the Parties be unable to settle the dispute related to the Contract within the lapse period, they may turn to the regionally competent court based on the registered address of the Service Provider in cases within the regional court's competence, or to the NMHH in cases of electronic communications services.

(4) The Parties shall act before the Székesfehérvár Tribunal in matters within the jurisdiction of the General Court, unless the Metropolitan General Court or the Budapest District Court has jurisdiction according to the Code of Civil Procedure, in which case the Parties shall consider the provision of the Code of Civil Procedure to be applicable.

(5) If the fee complaint is rejected, the Customer is entitled to request an investigation by NMHH, or within **30 days** from receiving the rejection from the Service Provider, the Customer may turn to the court, and must notify the Service Provider of this simultaneously.

##### **6.4.1 National Media and Infocommunications Authority (NMHH, communications matters)**

(1) The Customer may turn to the NMHH if disputing procedures related to the quality of the communications service, fault repair or the fee calculation.

(2) In matters concerning the Contract, the National Media and Communications Authority procedure may be initiated (by motion or report) within **6 months** from the occurrence of the underlying problem.

(3) If the applicant only learns about the occurrence of the circumstance/issue for the authority procedure after the time period defined in section (2), or is hindered in submitting a request or report, the period specified in that section will start on the date of becoming aware of the issue or end of the hindrance. In matters concerning the Contract, no court procedure may be initiated after **1 year**. After this date the right expires.

Organizational bodies of the National Media and Infocommunications Authority (NMHH) and their respective contact details

<b>Address:</b>	H-1015 Budapest, Ostrom u. 23-25.
<b>Mailing address:</b>	H-1525 Budapest P.O. Box 75.
<b>Telephone:</b>	+36 1 457 7100
<b>Fax:</b>	+36 1 356 5520
<b>E-mail address:</b>	info@nmhh.hu
<b>Website:</b>	nmhh.hu

##### **6.4.2 Hungarian National Authority for Data Protection and Freedom of Information (data protection matters)**

Address:	H-1055 Budapest, Falk Miksa utca 9-11.
Mailing address:	H-1363 Budapest, Pf. 9.
Customer service:	Monday - Thursday 9 a.m.- 4 p.m., Friday 9 a.m.- 2:00 p.m. +36 30 683 5969 +36 30 549 6838
E-mail address:	<a href="mailto:ugyfelszolgalat@naih.hu">ugyfelszolgalat@naih.hu</a>
Website:	naih.hu

##### **6.4.3 Competent regional court for the residence of the Service Provider**

Name:	Budaörs Regional Court
Address:	H-2040 Budaörs, Koszorú u. 2.
Postal address:	H-2040 Budaörs, PO Box 10.
Telephone:	+36 23 420 529, +36 23 420 336
Fax:	+36 23 795 988

## 7. Charges, tariffs, payment, billing, damage, penalty

### 7.1 Definition and amount of fees payable for the services provided under the Contract

- (1) The following fees must be paid for the Services provided under the Contract in general:
  - a.) entry fee, installation cost, other one-off fees;
  - b.) subscription or service fee, other recurring fees;
  - c.) any quantity- or time-based tariff calling fee or data traffic fee;
  - d.) fees included in a tariff plan;
  - e.) any usage-based tariffs or ad-hoc fees;
  - f.) power consumption fees; or
  - g.) other service fees or rental fees.
- (2) Tariffs of Service are determined in the Individual Agreement or otherwise. In cases of fees not included in the Individual Agreement, the fees specified in **Annex 2 of the GTC** shall be applied, or the fees will be determined by the Service Provider on a case-by-case basis.
- (3) For recurring fees, the reference period means the frequency of fee payment determined in the Contract, which can be monthly, quarterly, semi-annually or annually. Annual fees are settled according to the fiscal year in **365-day cycles**, or according to the calendar year from the Service activation date to the end of the year and then on annual basis.
- (4) The subscription fee, rental fee and package fee are payable in the reference period in advance, whereas one-off, ad-hoc and calling fees are payable later.
- (5) Calculating on time-, data traffic- or volume-based fees is performed on the basis of the credible traffic data recorded by the Service Provider, as well as based on the data stored in the records of the Service Provider at the end of the reference period.
- (6) If the parties agree to issue regular **Certification of performance** in respect of the Service, then the Customer shall certify any Services provided as per the Contract corresponding to the nature of the Service, immediately but in any case, within **5 days** following the relevant period.
- (7) The Customer shall not refuse to issue a **Certificate of performance** if the Service Provider has performed as per the Contract. Particularly, it shall not impose conditions that are not in the GTC or in the Individual Agreement, for instance, defects in the network or connected equipment within the control of the Customer, or accepted business practices, customs previously applied between the Parties and customs applied in the relevant line of business.
- (8) If the Customer does not issue a Certificate of performance within the aforementioned deadline, the performance shall be considered confirmed.

#### 7.1.1 Entry fee, installation fee, other one-off fees

- (1) For commissioning the Service, the Service Provider is entitled to charge an entry fee, when they start to provide the Service and a one-off fee upon the completion of an activity.
- (2) For commissioning Services requested outside the Supply Area, the Service Provider may charge (in addition to the entry fee) the actual amount spent on the circuit section as an installation cost, only if the aforementioned entry fee does not cover the Service Provider's direct costs. The installation cost shall be included in the **Service Provider's Offer** and, at the same time, the Applicant should be asked to accept any installation costs. If the Applicant refuses to assume such costs, the Service Provider is entitled to delete the application from its records.
- (3) The Customer shall pay the entry, installation and other one-off fees arising from time to time for bills issued separately from the bills containing regular fees.

#### 7.1.2 Subscription or service fees, other recurring fees

- (1) A Subscription fee is a recurring fee (usually on a monthly basis) which is not based on any traffic or volume data that is charged to the Customer by the Service Provider for using the Service (making the Service available). The Subscription fee excludes the rental or purchase price of any potential terminal equipment.
- (2) The rental fee charged for the use of devices, terminal equipment and software licenses rented by the Customer from the Service Provider under the Contract. The rental fee is not regarded as a purchase price; by paying the rental fees, the Customer does not acquire ownership over the rented Device, terminal equipment or software license.
- (3) In exchange for the storage of its Devices in the DataCenter, the Customer shall pay monthly fee to the Service Provider, as determined in the Contract. The storage fee also includes the fee to maintain the property.
- (4) During the reference period, recurring fees are payable in advance.
- (5) If a temporary station is established, and the Parties did not agree on the fee for establishing the station, then the fee determined for a permanent station shall apply. If a temporary station is operated for **less than 1 month**, then the subscription fee for **1 whole month** will be charged.

- (6) Recurring fees are billed in the reference period with timely settlement based on the actual usage.
- (7) In cases of ad-hoc activities, the Parties may agree on a flat rate for the reference period, which covers any number of using the given activity within the boundaries specified in the Contract. If the usage exceeds the predetermined limit, the overuse shall be paid after the fact, on case-by-case basis.
- (8) Also, in cases of ad-hoc activities, the Parties may agree on an overall amount for the reference period, which would cover any number of using the given volume or traffic included in the overall amount. If the frame amount or quantity runs out, the Customer may repeatedly order it at any time, or pay after the fact on case-by-case basis.

### 7.1.3 Call charge

- (1) For time-based billing, call connection fees (switching fee) and traffic fees are billed on the basis of the actually carried traffic, in addition to the subscription fee. Calling fees are charged by the Service Provider only if the voice connection (or data transmission connection) was actually established between the calling party and the called party. The only exception is any calls that are free of charge.
- (2) Call connection fees are payable on a call-by-call basis for connecting and disconnecting the communication between the calling and called Subscriber Access Points, regardless of the tariff period and the called tariff area.
- (3) The usage charge is the tariff per minute depending on the tariff zone, the charging period for **1 second**, and the duration of call, in seconds.
- (4) If the communication covers two different charging periods, the charge is calculated according to the charging period when the communication was actually established.
- (5) The Service Provider may apply a billing unit other than second-based fee calculation.

### 7.1.4 Data traffic fee

- (1) For data-based traffic, in addition to the subscription fee, separate fees are payable on the basis of actual data traffic.
- (2) The data traffic fee is determined using the fee for **1 unit** of the data volume (Kbyte, Mbyte) and the volume of data traffic.
- (3) The data traffic fee is usually based on the measurement of the (gross) data volume actually downloaded and uploaded by the Customer, which also includes the data volume represented by the information controlling the data traffic.
- (4) The Service Provider may also determine a different measurement method in an Individual Agreement.
- (5) The Service Provider is entitled to measure on a regular basis the ratio of domestic and international internet traffic used in the DataCenter via UNI interface, indicated by the Customer upon entering into the Contract. If a one-month average of international internet traffic exceeds the traffic ratio determined in the Contract, the Service Provider becomes entitled to bill the difference between the two values, as determined **in Annex 2 of GTC**.

### 7.1.5 Electricity consumption fee

- (1) The Service Provider shall determine the electricity consumption of the Service provided in the Data Center on the basis of the electricity charge, cooling factor valid in the Data Center hosting the Service and the electricity consumption as described in **Annex 1 to the GTC**.
  - a.) in the case of individual consumption measurement, based on the data measured by a consumption meter belonging to accuracy class 1 according to the standard **MSZ EN IEC 62053-21: 2021** (not certified), or
  - b.) in the case of flat-rate settlement, the fee for the Service is included in the performance limit specified in the Contract or in **Annex 1 of the GTC**, depending on the package chosen by the Customer. In order to check the observance of the power limit, the actual consumption is determined and recorded in the minutes of the placement and modification of the equipment with the assistance of the Customer, as well as with a locksmith current meter with the regularity specified by the Service Provider.
- (2) The electricity charge is a value calculated by the Service Provider on the basis of the flat-rate and consumption-based tariffs enforced by the electricity supplier. In the case of individually metered or flat-rate billing, the Service Provider shall invoice the Customer for the electricity consumption fee calculated on the basis of the additional consumption exceeding the capacity limit as an intermediary service. The Service Provider publishes the electricity charges valid during the settlement on the website of the GTC.
- (3) If the electricity fee changes, the Service Provider is entitled to charge the individually measured electricity consumption fee, the monthly fee for the flat-rate billing service and the consumption fee exceeding the capacity limit in proportion to the change in the electricity fee without special notice in accordance with **Section 12.1.1 of the GTC** to modify. If the change is made retrospectively, the difference is recognized in the account following the change.

### 7.1.6 Discounted fees

- (1) The Service Provider is entitled, within the boundaries set forth by the provisions of the GTC and the applicable legal provisions, to create discounted fees that can be selected by the Customer (e.g., free of charge, inclusive or cost-reduced options) and modify the Service subscription fee or the calling fees (call setup and traffic fees).
- (2) Unless otherwise provided for in the Contract, the Service Provider grants the discounts for the definite term of the Contract. The Contract shall include the available options, discounts, their exact scope and all other features considered relevant by the Parties.
- (3) Discount options shall not be considered as permanent Offers by the Service Provider. Should the contract be extended or its terms modified during the term of the Contract becoming indefinite after the expiration of the fixed term of the Contract, then the Service Provider is entitled to determine different conditions for any discount options, or if they decide to discontinue the discount.
- (4) If the Customer cancels the discount option before the expiry of the definite term of the Contract, he is obliged to pay a penalty to the Service Provider in the net sum of the future monthly discounted fees until the end of the definite term of the Contract as one lump sum.

### 7.1.7 Contents of the bill

- (1) The Service Provider issues bills to the Customer pursuant to the effective applicable legal provisions.
- (2) When issuing the bill, the Service Provider shall round the total amount of the bill – regardless of the payment method – according to the applicable mathematical rules. For bills issued in foreign currency, fees shall be converted into Hungarian forints at the **average exchange rate published by the National Bank of Hungary (MNB)** on the day when the Service Provider issued the bill, or when the subject matter activity was performed.
- (3) The Service Provider is entitled to indicate the fees originating from multiple Contracts with the Customer on a single bill.
- (4) The Customer is obliged to pay the amount of VAT as determined in the effective **VAT Act**.
- (5) Pursuant to **Section 58 of the VAT Act**, the Service Provider – when determining the delivery date of the bill containing the fees payable for continuous services to be regularly settled – shall take into account the entire reference period concerning the subscription and traffic fees included in the bill; if there is no subscription fee, then the entire period included traffic fee should be taken into account.
- (6) Unless otherwise agreed by the Parties, the payment deadline indicated in the bill is **10 calendar days** from the date the bill was issued.
- (7) If the Customer pays the Service subscription fees by more than **1 year in advance** (given the fact that bills for continuously delivered Services can only be issued for a maximum period of **1 calendar year**), the Service Provider will issue several bills at one time totalling the sum of the prepaid monthly fees in an annual breakdown – **pursuant to Section 58 of the VAT Act**. After the period of the pre-payments has expired, the bills will be issued on a monthly basis, or in the manner specified in the Contract.
- (8) For payments being made in instalments, the Administration fee shown on the bill for instalments and its **100% discount** are only shown for technical reasons and impose not additional obligations on the Customer.

### 7.1.8 Sending the bill

- (1) With the exceptions set out in sections (1) and (2), the billing period of the Service Provider is between 00:00 on the first day of the calendar month until 23:59 on the last day (reference period). For calls initiated in the reference period, but terminated in the subsequent month, the part of the call falling in reference period will be considered as use to be accounted in the next month, with accounting corresponding to the tariff period.
- (2) The Service Provider shall issue the bill on the due fees by the **15<sup>th</sup> day** of the month, and shall send it to the Customer. However, the Service Provider reserves the right to not issue a bill to the Customer if the sum of the positive items is less than **100 HUF + VAT**. The bill issuance date in this case is the day when the sum of the positive items included in the bill reached or exceeded **100 HUF + VAT**.
- (3) If the Customer does not receive the bill by the **25<sup>th</sup> day** of the month, he must report it to the Service Provider's Customer Service and request a copy of the bill. Bill copies issued for such purposes are free of charge. If any deadline falls on a holiday, the actual deadline for payment will be the next working day. If, in the reference period, the bill was paid by the Customer and the paid amount was credited to the Service Provider's bank account, then the Service Provider shall credit the amount paid by the Customer in the reference period bill.
- (4) The Service Provider is entitled to bill fees and installation costs uncharged or uncollected by mistake within the lapse period determined in the given Contract, and calculated from the original due date.

(5) The Service Provider shall prepare the bill in a PDF file format with the appropriate time stamp and electronic signature to **at least 1 or more** email addresses specified by the Customer (**e-bill**, also containing the NAV XML) or in the format selected by the Customer:

- a.) on paper sent via regular mail to the Customer's to the registered address or postal address (regular bill); or
- b.) will send by e-mail in a PDF file format, preserving the original image of the regular bill - without a time stamp or electronic signature, with the same content as the normal invoice after printing - to **at least 1 or more** e-mail addresses specified by the Customer (electronic bill).

(6) In the course of sending the bill the Service Provider will assume (until and unless notified otherwise by the Customer in a verified form) that

- a.) the Customer received the bill on **7<sup>th</sup> Day** after sending;
- b.) if sent via electronic mail (e-mail), the bill became available for the Customer at the time of sending recorded in the sending party's system, but not later than the day following the e-mail being sent.

Should the Customer dispute the date of receipt or availability of the bill, it is the responsibility of the Service Provider to prove the bill was posted or sent via e-mail. Hungarian Post procedures shall not be counted towards the deadline available for settling complaint.

#### 7.1.9 Default interest

(1) Unless otherwise agreed by the Parties in a separate agreement, the Service Provider is entitled to charge **20%** annual default interest if the Customer fails to pay the amount of the bill by the due date indicated in the bill.

(2) The default interest payment obligation starts on the day following the due date indicated on the bill. The obligation to pay default interest will remain in place until the bill is paid by the Customer. The obligation of interest payment will take effect even if the obliged party justifies the delay.

(3) For any unfounded billing complaints, the Customer is subject to default interest payment obligations up to the amount unpaid by the due date.

(4) Upon the Customer's request, the Service Provider shall reimburse the amount of the erroneously charged and collected fees, together with interest. For fee reimbursements pursuant to **Section 7.5 of the GTC**, the Service Provider's interest payment obligation starts on the day when the bill is paid and the interest rate is equal to that of the default interest.

#### 7.1.10 Procedure applicable in case of unpaid fees and lien rights

(1) Should the Customer fail to settle the amount of the bill by the payment due date, then the Service Provider shall remind the Customer of the delay.

(2) The Service Provider shall send to the Customer a written payment reminder via regular mail or via email (if requested by the customer), and shall also inform the Customer on the consequences of the continuing debt. If the reminder is unsuccessful, the Service Provider is entitled to restrict the Service as described in **Section 5.2.1 of the GTC** in order to protect itself from losses.

(3) In the course of sending the payment reminder, the Service Provider will assume (until and unless notified otherwise by the Customer in a verified form) that

- a.) the Customer received the reminder on **7<sup>th</sup> Day** after sending;
- b.) if sent via electronic mail (e-mail), the reminder became available for the Customer at the time of sending recorded in the sending party's system, but not later than the day following the e-mail being sent.

Should the Customer dispute the date of receipt or availability of the reminder, it is the responsibility of the Service Provider to prove the reminder was posted or sent via e-mail. Hungarian Post procedures shall not be counted towards the deadline available for settling complaint.

(4) If the Customer certifies with the Customer Service, via [kintlevoseg@invitech.hu](mailto:kintlevoseg@invitech.hu) of the accounts receivable group that the bill has been paid, the Service Provider will reactivate the service within the deadline specified in **Section 5.2.1 (4) of the GTC**. With respect to payments not received by the Service Provider, the Customer must take appropriate actions to show where the payment was made.

(5) If payment is delayed by the Customer or if the debt is not settled by the Customer prior to the payment reminder (i.e., the first reminder according to **Section 134 (7) of the Eht.**), the Service Provider becomes entitled to transfer the costs of activities related to the Customer's debt to the Customer. The Service Provider is entitled to charge the one-off fee of initiating the reminder procedure applied in cases of delayed payment, as determined in **Annex 2 of the GTC**, as well as the fee of removing the restriction and reconnecting the Service.

(6) If the Customer falls into debt, the Service Provider is entitled to charge, in addition to the default interest, the collection flat fee determined by law for the reimbursing costs related to the collecting the claim.

(7) If the Customer's payment is delayed, the Service Provider will have a mortgage right (for the duration of the delay and for the value up to the unpaid amount) for the Devices hosted or stored in its DataCenter. During the period of the mortgage right, the Customer may not remove the Equipment from the Service Provider's DataCenter, the Service Provider may prevent such removal during the entire mortgage period, and if no

payment is made following a reminder, the Service Provider may sell them according to the rules applicable to a mortgage.

(8) If the Service Provider has any payment obligation towards the Customer for any reason, the Service Provider may credit the Customer in the first bill issued since the obligation arose, and reduce the amount owed by the Customer.

#### 7.1.11 Conditions for changes to tariff

(1) Unless otherwise agreed by the Parties, The Service Provider shall deliver modifications concerning the charges

- a.) from the first day of the month following the order for Orders received before **25<sup>th</sup> day** of the previous month,
- a.) from the first day of the second month following the order for Orders received between the **25<sup>th</sup>** and the **last day** of the month.

### 7.2 Payment of the bill

- (1) The amount indicated on the bill is payable not later than the due date indicated on the bill.
- (2) The bill can be settled via bank transfer. The Service Provider checks the amount received.
- (3) The payment date shall be considered the date when the amount is credited to the Service Provider's bank account.
- (4) The Customer shall pay for any bill copies issued in the amount specified in **Annex 2 of the GTC**, except if the reason for requesting a copy is the failed delivery of the original invoice, as described in **Section 7.1.8 (3) of the GTC**.

### 7.3 Rules of the compensation procedure

- (1) If the Customer suffers loss due to faulty or late performance of the Service Provider and he is not entitled to penalty according to the provisions of the General Contract Conditions, or according to its position - the justified losses exceed the amount of penalty defined in **Chapter 7 of GTC** - the claim for compensation shall be submitted in writing to the Service Provider. When examining the report, the Service Provider will develop his position regarding the claim and notify the Customer accordingly; the actions to be taken in such cases are to be governed by section **6.6 of the GTC**.
- (2) With respect to the forfeiture of civil law claims, including the claims for compensation, **Section 6.2 (6) of the GTC** shall apply.

### 7.4 Determination of penalty, its extent and modes of payment

#### 7.4.1 Extent of the penalty and mode of payment

- (1) Penalty is due for non-contractual delivery, which is an obligation ensuring performance of the Contract.
- (2) If the Service Provider provides the Service below the service level agreed, it shall pay a penalty to the Customer. The basis for calculating the penalty are only the fees related to the service elements with respect to which the Service Provider has breached the contract. If the amount of the fee cannot be determined, the Service Provider will be obliged to pay a penalty, the amount of which is proportionate with the faulty delivery.
- (3) The Customer shall submit its request of penalty payment to the Service Provider in writing.
- (4) If any Party is obliged to pay a penalty pursuant to the GTC and the basis for determining the amount of the penalty is a fee payable in connection with the Service, then it should be the net (VAT-excluded) amount of that fee as indicated in **Annex 2 of the GTC**, in the Contract, or otherwise.
- (5) The penalty payable to the Customer pursuant to the GTC is due from the first day of any conduct breaching the Contract and causing the penalty, until such conduct ceases.
- (6) With respect to legitimate claims, the Service Provider
  - a.) shall credit the penalty to the Customer's account in the monthly bill, or
  - b.) if the Contract is terminated, the penalty or its unpaid share shall be paid to the Customer in one sum through bank transfer, if the Provider has the Customer's relevant data.

#### 7.4.2 Penalty payable for late delivery of Services

- (1) If the deadline specified in the Contract to commission the Service is missed, the Service Provider is obliged to pay a penalty, amounting to,
  - a.) for electronic communications services,
    - aa.) **1/15<sup>th</sup> (one-fifteenth)** of the undiscounted entry fee specified in the GTC for each day the Service is delayed, or if no entry fee is specified, **8 times the 1/30<sup>th</sup> (one-thirtieth) fractions** of the monthly subscription fee determined in the Contract, but no more than the amount of the monthly fee of the concerned Service for **1 (one) month**.



ab.) If the Service Provider is not able to comply with the deadline specified in the Contract for technical reasons and therefore terminates the Contract with ordinary termination notice, the Service Provider will be obliged to pay **half** of the penalty determined in section aa.) for the period between the unsuccessful expiry of the period open for the commissioning of the Service to the termination of the Contract.

b.) for information technology and other services, the equivalent of **4 times the one-day share** of the monthly fee for each calendar day started, and no more than the fee of the concerned Service for **1 (one) month**.

(2) The Service Provider shall not be obliged to pay a penalty, if it proves its delay did not occur – taking into consideration the provisions set forth in paragraph **2.4 (15) of the GTC** - for a reason attributable to the Service Provider (e.g., for delay by the Supplier, detainment caused by the Customer or third parties).

#### 7.4.3 Penalty payable for late Takeover of the Service

If the Service Provider fails to implement the transfer of the Service, it shall pay penalty of **1/10<sup>th</sup> (one tenth)** of the transfer charge for each day of delay to the receiving Customer, without takeover fee it is **1/30 (one thirtieth)** of the monthly subscription fee for each day.

#### 7.4.4 Penalty payable for late Relocation

(1) The Service Provider is obliged to pay a penalty amounting to

a.) **1/3<sup>rd</sup> (one third)** of the relocation fee determined in **Annex 2 of the GTC**, or the installation fee specified in the Service Provider's Offer for each day of the delay. If no one-off fee is determined, the penalty shall amount to **3 times the share of the monthly fee projected for 1 day** for each day started, but no more than the amount of the Service fee **for 1 month**.

(2) The Service Provider shall not be obliged to pay a penalty, if it proves its delay did not occur – taking into consideration the provisions set forth in paragraph **2.4 (15) of the GTC** – for a reason attributable to the Service Provider (e.g., for delay by the Supplier, detainment caused by the Customer or third parties).

#### 7.4.5 Penalty payable for mismanagement of fault reports and delayed fault repair

(1) The Service Provider shall pay a penalty

a.) if it failed to issue a notification during fault repair, for every day after expiry of the time allocation for notification until the notification is given,

b.) for the days between the deadline for repair until the time the repair is actually done.

(2) The amount of the penalty for electronic communications service is the total sum of the contracted monthly subscription fee of the Service affected by the fault report for the relevant month and the traffic charge for **1/30 (one thirtieth)** share of the previous month:

a.) **multiplied by 1** for situations described in section (1) a.),

b.) **multiplied by 4** for situations described in section (1) b.) and if, as a result of the fault, the Customer is provided with the Service of inferior quality or lower quantity assured by the Service Provider in the Contract,

c.) **multiplied by 8** for situations described in section (1) b.) and if, as a result of the fault, the Customer was unable to use the Service.

(3) The amount of the penalty for information technology and other services for each hour that the service is down is **4 times the sum equal to the monthly fee of the affected Service projected for 1 hour**, but no more than the amount equal to the **1 monthly fee**. If the downtime period is less than one hour, the Service Provider will be obliged to pay a penalty proportionate with the duration of the downtime.

(4) The Customer is not entitled to penalty if

a.) the fault was not reported by the Customer pursuant to the provisions set forth in the GTC;

b.) following the report, the fault was repaired by the Service Provider within the time specified for fault repair;

c.) the repair was postponed at the request of the Customer; or

d.) the fault was caused by a Force Majeure event.

#### 7.4.6 Penalty for violating individual service quality requirements specified in the Contract

(1) If the required availability of the given Service or service element is determined in the Contract as an individual service quality requirement (SLA), and the total service downtime attributable to individual faults exceeds the promised annual downtime, the Service Provider is obliged to pay a penalty.

(2) The extent of availability of the Service or service element for a specific period is determined by the ratios of the following durations:

a.) the sum of downtime or faulty periods, during which the service was not available;

b.) the whole period, during which the service is available to the maximum extent.

(3) It is considered as downtime if, due to a fault, the Customer was able to use the service in a lower quality compared to the quality guaranteed by the Service Provider. It is not considered as downtime if, in the event of a fault of the main service, the back-up subscriber access point was available through the back-up access route.

(4) The penalty amount for electronic communications services is **3 times of the monthly fee projected for one hour** paid by the Customer on the basis of the given Contract in connection with the given Service or service element for the specified period (or that used for prepaid services) for each hour of downtime, but no more than the amount of **one (1) monthly fee** payable for the given Service or service element.

(5) The penalty amount for information technology and other services is **4 times the amount equal to the monthly fee of the Service projected for 1 hour** for each hour of the downtime exceeding the committed value. The maximum amount of the penalty payable by the Service Provider is equal to **1 monthly fee**. If the downtime period is less than **one hour**, the Service Provider will be obliged to pay penalty proportionate with the duration of the downtime.

(6) The Customer is not entitled to penalty

a.) if the fault was not reported pursuant to the provisions set forth in the GTC;

b.) if the fault was caused by a Force Majeure event;

c.) for the duration of suspensions (maintenance sessions) pursuant to **Section 5.1.2 of the GTC**.

(7) The Service Provider shall only pay the penalty for missing the fault repair deadline, this penalty will then be deducted from the penalty payable for lack of availability, due to the same fault.

#### 7.4.7 Penalty payable for delayed resumption of services

(1) In the event of any delay in resuming the Service after it is restricted, the Service Provider shall pay a penalty for each day of delay.

(2) The amount of the penalty is **1/3<sup>rd</sup> (one third)** of the reconnection fee. If the Service Provider does not charge a reconnection fee, the amount of the penalty on the basis of the Contract is **4 times the 1/30<sup>th</sup> (one thirtieth) part** of the monthly subscription fee applicable for the month in which the reconnection should have taken place.

#### 7.4.8 Compensation for service downtime and delay of procedure occurring during number portability or change of service provider

(1) In case of internet access service provider change, or in case of number portability, the new provider shall – upon written request – pay compensation to the Customer or to the party initiating number portability,

a.) if during the change of provider or number portability, the service downtime exceeds 1 day for the service agreed in the contract or for any element of the service package, or

b.) if the service provider change and number portability is implemented with delay – including the case of missing the maintenance and installation dates –, and does not take place on the agreed date.

(2) The compensation shall be calculated separately for each agreement, its amount is not dependent on the quantity of numbers covered by the number portability agreement, or the number of services concerned by the service provider change.

(3) The amount of compensation in case of loss of service is **HUF 10,000** for each additional day exceeding 1 business day, but not more than **HUF 50,000**.

(4) In case of delay, the amount of compensation is **HUF 5,000** per day, but not more than **HUF 25,000**.

(5) The Customer or the user of the number is not entitled to compensation if the loss of service or delay was caused by the Customer, the user of the number or by a third party by not allowing the Service Provider to perform the activity necessary for the technical implementation.

#### 7.4.9 Penalty for entirely or partly terminating the Contract before it expires

(1) If the definite-term Contract is terminated in whole or in part before it expires due to reasons within the Customer's control – including amendments reducing the value or the volume of the Contract – the basis for calculating the penalty for the relevant service element shall be:

a.) the difference of the one-off (entrance) fee determined in **Annex 2 of the GTC**, in the Contract, or in some other way;

b.) the sum of the monthly fees from the partial termination of the Contract and the difference of the monthly fees paid by the Customer, or

c.) the sum of the monthly fees due from the date the Contract is entirely terminated until the end of the definite term; and

d.) in case of telephone service, if the Contract contains such fees, **75%** of the Minimum committed monthly usage (MCF) fees for the remainder of the definite term.

(2) The same legal consequence shall be borne by the Customer also if the Service Provider terminates the definite-term contract for the Customer's breach of contract.

(3) The Service Provider determined the penalty conditions in consideration of the fact that, during the agreed definite term, the Customer will use the Service for the fees determined in the Contract.

#### 7.4.10 Credit for Invitech Office 365 service underperformance

- (1) The credit constitutes the full and exclusive compensation of the Service Provider in case of underperformance of the undertaken availability time.
- (2) The Customer is entitled to a credit if
  - a.) requests this in writing from the Service Provider, no later than the end of the month following the period or month for which the Customer wishes to request the credit,
  - b.) has no overdue account debt.
- (3) The credit request shall include the User Accounts affected by the error, as detailed description of the error as possible, and an indication of the period during which the availability time was below the assumed levels. The Service Provider provides the credit only if the breach of contract can be established from the data measured by the Manufacturer.
- (4) The Service Provider shall determine the amount of the credit on the basis of the type, fee and downtime of the relevant Service or service element, as well as the percentage of the relevant User Accounts or other units.
- (5) The minimum amount of credit provided to the Customer is **HUF 100 (one hundred)**.

#### 7.5 Order of reimbursement of fees

- (1) For any overpayment registered on the Customer's account balance for any reason, the Service Provider shall reimburse the difference upon explicit written request from the Customer.
- (2) The Service Provider shall settle the overpayment occurred on the balance of the Customer in the following ways:
  - a.) by deducting the overpayment from the next month's bill, or
  - b.) by transferring the amount to another account of the Customer, or
  - c.) if the amount derives from the payment(s) of another payer than the Customer, through bank transfer to the account specified by the payer
 within **20 days**.
- (3) Modes (2) b.) and c.) may also be used if no more bills will be issued due to termination of the legal relationship.

### 8. Detailed rules for number portability and change of internet access provider procedures

#### 8.1 Detailed rules for number portability procedures

- (1) The Service Provider ensures number portability for the Customer, as either the receiving or transferring provider if the conditions for number portability are in place.
- (2) As the receiving provider, the Service Provider is obliged to accept the Customer's request to keep their subscriber number (telephone number), provided that the claim is in compliance with the provisions set forth in GTC. As the transferring provider, the Service Provider is obliged to participate in the related procedure.
- (3) The Customer may request number portability services for all numbers, or for an individual number covered by the subscriber contract with the transferring provider. A consecutive number range belonging to a given network termination point can also be partially ported. For the timing and execution of number portability in the case of number portability with the handover of the service package and the network service, toll-free service, premium rate service and business subscription numbers exceeding ten, and for partial timing of the number portability, the receiving service provider shall coordinate with the transferring service provider - and, if necessary, with the originator of the number portability.
- (4) The Customer must report his number portability request at the same time as making the application for the new Contract. If the conditions of entering into the Contract are satisfied, during the application process
  - a.) the Service Provider (as receiving provider) identifies the Applicant and enters into a new Contract;
  - b.) the Service Provider and the Subscriber will agree on the number portability and, if only some numbers in a consecutive number range are being ported, they will define the numbers to be ported and the time window or duration of the number transfer, during which the transfer will be completed;
  - c.) the Customer will order the number portability from the Service Provider.
- (5) The transferring service provider may reject the request for number portability where:
  - a.) the Customer cannot be identified based on the data provided; or
  - b.) the Customer has unpaid bills due for more than **30 days**, and the transferring service provider notified the Customer of the fact in a certifiable manner; or
  - c.) in the cases specified in paragraph (3) the transferring service provider will request coordination, or
  - d.) Customer of the terminated Contract is not eligible for retroactive number portability.

Any Customer bills outstanding and owed to the transferring service provider at the time of requesting number portability, any claim related to the fixed term or any other discount for sales of equipment will expire with the

date of the number portability procedure starting. The Service Provider may represent to the transferring service provider that it will assume responsibility for settling the debt owed to the transferring provider. In the absence of a takeover, the Customer shall pay the account debt and the discounts used to the transferring service provider on the basis of the invoice issued by the transferring service provider.

(7) The Service Provider is entitled to bill to the Customer the debt assumed as described in section (6) above, or to make other arrangements with the Customer regarding the payment or settlement of the debt.

(8) The Service Provider shall immediately notify the Customer on the refusal of the number portability request and, if necessary, shall repeatedly identify the Customer pursuant to section (4) above.

(9) The Contract between the Customer and the Service Provider enters into force upon technical implementation of the number portability. At the same time, the subscriber contract between the Customer and the transferring service provider will be terminated or amended. For numbers where Customer did not request number portability, the transferring service provider will continue to provide the service with the amendment of the valid subscription contract, or terminate it upon the Customer's request, which the Customer may initiate with the transferring provider.

(10) In the event of termination of the subscription contract for the ported number, the right to use the freed-up subscriber number and the related obligations shall remain with the receiving service provider for a period of 6-month restriction period. The Service Provider will not assign the number carried to a new Contract **for 3 months** in the absence of an express user request. If the ported subscriber number has not been ported during the restriction period and no new Contract has been concluded for the ported subscriber number, the right to use the ported subscriber number shall revert to the holder of the number field assignment license when the number becomes available for subscription again.

(11) The Service Provider will make it possible for the calling party to access information before initiating a call, which will be terminated through the Customer Service.

(12) Customers with ported and non-ported numbers are entitled to use the Service Provider's services under the same conditions.

(13) If the Contract is terminated by termination by the Customer, the former Customer may initiate subsequent porting of numbers to all or part of the numbers in the terminated Contract within **31 days** after the termination of the Contract, if this right has not been waived in the Contract.

(14) The Service Provider may provide the Customer with a temporary number from the initiation of the number portability until the successful implementation of the number porting. In case of unsuccessful number porting, the Customer may terminate the Contract on which the Service provided on the temporary number is based without legal consequences.

(15) In the event of loss or delay of service during number porting, the Customer shall be entitled to compensation specified in **clause 7.4.8 of these GTC**.

## **8.2 Detailed rules for the change of provider (provided that the service characteristics make it possible) for Internet access service providers**

(1) In case of requesting a change of Internet access provider, if the technical conditions are given, the Service Provider, both as the receiving and transferring service provider, ensures that the Internet access service starts on the day closest to the submission of the application in a way that the duration of the service downtime due to the change of the provider does not exceed **1 business day**.

(2) The Customer initiating the change of service provider shall notify the Service Provider of the need to change the service provider of the Internet access at the same time as applying for the conclusion of the new Contract.

(3) If the technical conditions of providing the requested service or service package are met, then in the course of submitting the application

a.) the Service Provider identifies the Customer initiating the change of service provider, and concludes a new Contract;

b.) the Service Provider and the Customer initiating the change of service provider specify the date or duration of the service provider change, as well as the service or services being terminated at the transferring service provider in a change of service provider agreement; and

c.) the Customer initiating the change of service provider assigns the receiving service provider to act on its behalf with the transferring service provider regarding the termination of the service or services, and if necessary, technical implementation of the change of service provider.

(4) The Customer initiating the change of service provider may withdraw the application for the change of service provider with the receiving service provider up to the business day preceding the day of the service provider change.

(5) The transferring service provider may reject the application

a.) if the identification of the Customer is unsuccessful;

- b.) if the Customer has an overdue account with the transferring service provider for more than 30 days at the time of the notification of the change of service provider to the receiving service provider, of which the transferring service provider has verifiably notified the Customer;
- c.) if the technical implementation of the change of service provider requires further consultation and action with the Customer initiating the change of service provider.

The service provider change process is paused until the successful identification or the negotiation of the technical conditions, after which the change process can be resumed.

(6) In the event of loss or delay of service during the change of service provider, the Customer shall be entitled to the compensation specified in clause 7.4.8 of these GTC.

## 9. Duration of the Contract

(1) The Contract, including the Individual Agreement and the Framework Contract – according to the agreement between the Service Provider and the Customer – can be signed for a definite or indefinite period of time. Contract duration that cannot be determined for any reason shall be regarded as Contracts signed for an indefinite period of time.

(2) If the Customer enters into the Contract for a definite period of time, the starting date of the definite period is the day that the Service is activated; for multiple terminal points, the day upon which the last terminal point is activated. However, the Service Provider is entitled to partial delivery, as detailed in the Contract. The definite period (defined in months) will expire on the day of the month stated in the Contract; if there is no such day in the month of expiry, the date of the expiry will be the last day of the month.

(3) The Customer may receive accurate information on the exact time of Activation and the expiry date of the Contract at the Service Provider's Customer Service.

(4) Upon the expiry of the definite period, the Contract signed will be replaced by a Contract with the same terms and conditions for an indefinite period of time, unless the Customer unilaterally (or with the Service Provider, jointly) declares that the Contract will be terminated upon expiry of the definite period. This must be stipulated upon contracting, or at least **30 days** before the definite term expires.

(5) The Parties may decide to extend the term of the Contract with an additional definite period of time upon contracting – by incorporating this option into the Contract – or by amending the contract prior to the expiry of the definite period, based on the explicit request of the Customer.

## 10. Data management and data security

### 10.1 Types of personal and other data processed by the Service Provider, purpose and duration of their storage and potential forwarding

(1) The Service Provider shall process the personal data it holds in accordance with the effective applicable legal provisions related to data protection, with the data subject's consent, or for the purpose of fulfilling the Contract or other legal obligation, or in exceptional cases to secure legitimate interests (in this case subject to weighing interests of the Service Provider and the data subject).

(2) The scope of the data processed by the Service Provider for the purpose of billing and collection of the related fees, as well as to monitor the Contracts as specified in **Section 154 (1) of the Eht.**, is contained in **Section 2.1.2(5) of the GTC**.

#### 10.1.1 Types and storage of data controlled by the Service Provider

(1) The Service Provider processes the data related to the Customer legal relationship for the purpose and period identified listed below, unless otherwise provided by law. With respect to the fact that the Service Provider does not provide services to natural persons, the data categories may represent personal data if, due to their nature, they are connected with natural persons, e.g., contact person, or location receiving the Service is related to a person, or to the User or End-user.

(2) The Service Provider shall store the processed data – **also with respect to the provisions set forth in Section 10.2.2 of the GTC** – in the following way:

- a.) electronically, by recording data in its administrative and billing systems;
- b.) paper-based documents or copies of these preserving the original image layout generated during the use of the Service.

(3) For the purpose of data processing, "MANDATORY" means data processing that is necessary to provide the Service, in such cases the data processing is not based on the Customer's consent.

(4) For personal data provided to the Service Provider by the Customer, the Customer warrants and assumes responsibility that he has the appropriate legal basis to do so and particularly for provided personal contact details, the data subject indicated in the Contract that they gave their consent for the Service Provider to process their personal data, or the Customer has other suitable legal basis to disclose the data to the Service Provider.

(5) Type of the data processed by the Service Provider, purpose, title and duration of data processing:

<b>Data type</b>	<b>Purpose of data processing</b>	<b>Basis of data processing</b>	<b>Duration of data processing</b>
Name and address of the Customer	a.) Billing and collection of the related charges, as well as monitoring the Contract; b.) upon request and to allow the performance of tasks set forth by the law of investigation authorities, prosecutor's office, court, and national security service entitled to request data pursuant to specific legal provisions; and c.) Archiving documents in compliance with the Accounting Act.	MANDATORY a.) Fulfilment of the Contract, Section 154 (1), (2) of the Eht., 157 (2) of the Eht. b.) Fulfilment of the Contract, Section 159/A. of the Eht. c.) Accounting Act	a.) Statutory limitation period following the termination of the Contract b.) One year following the termination of the Contract c.) 8 years following termination of the Contract
Subscriber Access Point location	a.) Billing and collection of the related charges, as well as monitoring the Contract b.) upon request and to allow the performance of tasks set forth by the law of investigation authorities, prosecutor's office, court, and national security service entitled to request data pursuant to specific legal provisions c.) Archiving documents in compliance with the Accounting Act.	MANDATORY a.) Section 154 (1) (2), 157 (2) of the Eht. b.) Section 159/A of the Eht. c.) Accounting Act	a.) One year following the termination of the Contract (statutory limitation period) b.) 1 year following the termination of the Contract c.) 8 years following termination of the Contract
Billing address and, if necessary, bank account number of the Customer	a.) Billing and collection of the related charges, as well as monitoring the Contract b.) upon request and to allow the performance of tasks set forth by the law of investigation authorities, prosecutor's office, court, and national security service entitled to request data pursuant to specific legal provisions	MANDATORY a.) Fulfilment of the Contract, a.) Section 154 (1) (2), 157 (2) of the Eht. b.) Fulfilment of the Contract, Section 159/A. of the Eht.	a.) Statutory limitation period following the termination of the Contract, b.) One year following the termination of the Contract
Company or other registration number of the Customer and, if necessary, bank account number	c) Billing and collection of the related charges, as well as monitoring the Contract b.) upon request and to allow the performance of tasks set forth by the law of investigation authorities, prosecutor's office, court, and national security service entitled to request data pursuant to specific legal provisions c.) Archiving documents in compliance with the Accounting Act.	MANDATORY a.) Fulfilment of the Contract, a.) Section 154 (1) (2), 157 (2) of the Eht. b.) Fulfilment of the Contract, Section 159/A. of the Eht. c.) Accounting Act	a.) Statutory limitation period following the termination of the Contract, b.) 1 year following the termination of the Contract c.) 8 years following termination of the Contract

<b>Data type</b>	<b>Purpose of data processing</b>	<b>Basis of data processing</b>	<b>Duration of data processing</b>
Company contact details suitable for maintaining communication: central e-mail address, central telephone numbers, fax number, notification address	c.) Billing and collection of the related charges, as well as monitoring the Contract b.) Cooperation and communication to facilitate the fulfilment of the Contract	Provision of one contact detail is MANDATORY, all others are VOLUNTARY a.) Fulfilment of the Contract, Section 154 (1), (2) of the Eht., and 157 (2) of the Eht., or b.) Consent of the Customer	a.) Statutory limitation period following the termination of the Contract b.) until the consent of the data subject is revoked
Tariffs relevant for the service and other related fees and costs (e.g., connection fee, installation cost), date and method of payment	a.) Billing and collection of the related charges, as well as monitoring the Contract	MANDATORY a.) Fulfilment of the Contract, 157 (2) h) of the Eht.	Until the expiration of the Contract or the statutory limitation period of the service charge debt
Number or other identifier of the subscriber service (customer ID), Subscriber e-mail address, as an identifier of the subscriber access point	a.) Billing and collection of the related charges, as well as monitoring the Contract	For contracts for the use of Internet access services: MANDATORY Fulfilment of the Contract, Section 157 (2) b) of the Eht.	a.) Statutory limitation period following the termination of the Contract
Details of the contact person: name, email address, telephone number, other contact details	a.) Billing and collection of the related charges, as well as monitoring the Contract	VOLUNTARY The Customer warrants the availability of the data	Until the Contract expires or the consent of the concerned party is withdrawn
Address of the Customer and type of the Service	a.) Billing and collection of the related charges, as well as monitoring the Contract b.) upon request and to allow the performance of tasks set forth by the law of investigation authorities, prosecutor's office, court, and national security service entitled to request data pursuant to specific legal provisions	MANDATORY a.) Fulfilment of the Contract, Section 157 (2) c) of the Eht. b.) Fulfilment of the Contract, Section 159/A. of the Eht.	a.) Statutory limitation period following the termination of the Contract b.) One year following the termination of the Contract
Total number of units that can be settled in the settlement period	a.) Billing and collection of the related charges, as well as monitoring the Contract	MANDATORY Fulfilment of the Contract, Section 157 (2) d) of the Eht.	a.) Statutory limitation period following the termination of the Contract
Calling and called parties' telephone numbers	a.) Billing and collection of the related charges, as well as monitoring the Contract b.) upon request and to allow the performance of tasks set forth by the law of investigation authorities, prosecutor's office, court, and national security service entitled to request data pursuant to specific legal provisions	MANDATORY a.) Section 157. § (2) e) of the Eht. b.) Section 159/A of the Eht.	a.) One year following the termination of the Contract (statutory limitation period), b.) 1 year following the termination of the Contract

<b>Data type</b>	<b>Purpose of data processing</b>	<b>Basis of data processing</b>	<b>Duration of data processing</b>
Call or other service type, direction, starting time and duration of the communication, volume of data transmitted, as well as individual identifier (IMEI) of the equipment used for the service, in respect of IP networks the identifiers used	a.) Billing and collection of the related charges, as well as monitoring the Contract b.) upon request and to allow the performance of tasks set forth by the law of investigation authorities, prosecutor's office, court, and national security service entitled to request data pursuant to specific legal provisions c.) Preservation of the accounting document	MANDATORY a.) Section 157. § (2) f.) of the Eht. b.) Section 159/A. (1) d) of the Eht. c.) Accounting Act	a.) One year following the termination of the Contract (statutory limitation period), b.) 1 year from the data being generated c.) 8 years from the invoice date
Date of the call or other service	a.) Billing and collection of the related charges, as well as monitoring the Contract b.) upon request and to allow the performance of tasks set forth by the law of investigation authorities, prosecutor's office, court, and national security service entitled to request data pursuant to specific legal provisions	MANDATORY a.) Fulfilment of the Contract Section 157 (2) g) of the Eht. b.) Fulfilment of the Contract, Section 159/A (1) d) of the Eht.	a.) Statutory limitation period following the termination of the Contract, b.) 1 year from the data being generated
Data related to charge payment and charge debts	a.) Billing and collection of the related charges, as well as monitoring the Contract	MANDATORY Fulfilment of the Contract, Section 157 (2) h) of the Eht.	a.) Until the expiry of the given accounts receivable
Events of termination of the Contract in the case of unpaid and abandoned debt	a.) Billing and collection of the related charges, as well as monitoring the Contract	MANDATORY Fulfilment of the Contract, Section 157 (2) i) of the Eht.	a.) Statutory limitation period following the termination of the Contract
Telephone service data of other, non-electronic communications services available to Customers and users, in particular for billing	a.) Billing and collection of the related charges, as well as monitoring the Contract	MANDATORY Contract delivery, Eht. Section 157 (2) j)	a.) 1 year following the termination of the Contract (statutory limitation period)
Data generated in the Service Provider's electronic communications network in connection with the illegitimate or attempted use of subscriber terminal equipment, especially those blocked by their owner.	a.) Billing and collection of the related charges, as well as monitoring the Contract	MANDATORY Eht. Section 157 (2) k)	a.) 1 year following the termination of the Contract (statutory limitation period)
Other personal data pursuant to the Customer's approval	Provision of information, scientific data, public opinion and market research, as well as direct solicitation of business (direct marketing) activity	VOLUNTARY Consent of the concerned entity	During the term of the Contract or until consent of the concerned party is withdrawn



<i>Data type</i>	<i>Purpose of data processing</i>	<i>Basis of data processing</i>	<i>Duration of data processing</i>
Device identifier (IMEI) and mobile subscriber identifier (IMSI) of the parties participating in communications in the course of using the service	a.) upon request and to allow the performance of tasks set forth by the law of investigation authorities, prosecutor's office, court, and national security service entitled to request data pursuant to specific legal provisions	MANDATORY Eht. Section 159/A f)	a.) 1 year after the data is generated, pursuant to Section 159/A. (3) of the Eht.
Network and cell identifier of the network providing the service at the beginning of the communication, as well as data to determine the actual geographical location of the given cell identifier at the time of providing the service	a.) upon request and to allow the performance of tasks set forth by the law of investigation authorities, prosecutor's office, court, and national security service entitled to request data pursuant to specific legal provisions	MANDATORY Act on Electronic Communications, Section 159/A g)	a.) 1 year after the data is generated, pursuant to Section 159/A. (3) of the Eht.
Voice recording of contracting via telephone call between remote parties	a.) The purpose of the voice recording is to certify the establishment and contents of the Contract.	VOLUNTARY	a.) Statutory limitation period following the termination of the Contract
Voice recording of reports (complaints and fault reports) received by the telephone customer service	a.) Fault report, measures taken on the basis of the fault identification procedure and fault repair results b.) Tracing back other reports	MANDATORY a.) Act on Electronic Communications, Section 141 (1); VOLUNTARY b.) approval of the Customer pursuant to Section 4 (5) of Eszr.	a.) For fault reports: 1 year from fault repair b.) For other reports: 1 year from the date of reporting
Personal data recorded when entering to the DataCenter (name, address, number of personal ID or other ID with photograph)	a.) checking and tracking eligibility to enter to the DataCenter b.) upon request and to allow the performance of tasks set forth by the law of investigation authorities, prosecutor's office, court, and national security service entitled to request data pursuant to specific legal provisions	MANDATORY a.) Fulfillment of the Contract b.) expiry time calculated pursuant to Sections 375. § (4), and 385. §. (4) c) of Btk.	a.) 10 years from the data being generated (entry)
Video and audio recorded by the surveillance system operating in the DataCenter	Checking and tracking activities performed in the DataCenter	MANDATORY Fulfillment of contract	a.) 30 days from the data being generated

### 10.1.2 Purpose of storage and possible transfer of data controlled by the Service Provider

- (1) Electronic communications service providers may give each other subscriber data:
- a.) pursuant to **Section 158 of the Eht.**, in order to prevent misuse of fee payment or other obligations arising from the Contract or to refuse entering into a contract;
  - b.) pursuant to **Section 162 of the Eht.**, they are obliged to hand over personal data – subject to the Customer's approval – to universal service providers for the purpose of providing national domestic directory services, as well as to make the subscriber directory available. Subscriber data handed over for this reason must not be used for other purposes; or
  - c.) pursuant to **Section 150 of the Eht.** to ensure number portability.
- (2) In order to prevent circumventing fee payment or other obligations arising from the Contract and if the conditions determined in the applicable NMHH decree exist, the Service Provider (for the purpose of refusing to enter into the Contract) is entitled to hand over the data that can legitimately be controlled pursuant to

**Section 157 of the Eht.** and that which is necessary to identify the Customer to other electronic communications service providers (along with the reason for transferring such data). The Service Provider is also entitled to receive the same or to create a common data set of the same content with another electronic communications service provider.

(3) Data of the Customer must be added to the common data set, if the conditions pursuant to the applicable NMHH decree exist, or if

- a.) the Service Provider has terminated the Contract for bill debt, or has partially/fully restricted the use of the service by the Customer; or
- b.) the Service Provider has contested the Customer's bill debt in court or other official procedure, or the whereabouts of the Customer is unknown; or
- c.) the applicant or the Customer has misled the Service Provider or attempted to mislead it (in particular, if the document used for its identification was obviously fake, forged or invalid).

(4) The Service Provider shall promptly inform the Customer about the data transfer.

(5) With respect to processing the common data set and the duration of the such processing, provisions of **Section 10.1.2 of the GTC** shall apply. The data can only be used for the purpose according to section (1).

(6) As soon as the conditions of the legitimate processing or transfer of data cease, the Service Provider shall promptly take measures to delete the Customer's data from the common database and shall notify the providers involved, as well as to the Customer, about the deletion of data.

(7) The following parties may request data from the database:

- a.) the electronic communications service provider solely for the purpose specified in section (1); or
- b.) organizations and authorities identified in **Sections 157 (8) - (10a) of the Eht.**

(8) Upon the Customer's explicit preliminary consent, a third party assigned by the Service Provider – pursuant to the Grtv. – may send the Service Provider's messages created for the purposes of direct business acquisition or provision of information. In this case, the third person is regarded as a data processor.

(9) In order to identify malicious or harassing phone calls where there is reasonable suspicion that blackmail or a threat to life, physical integrity or property exists, the investigating authority (pursuant to relevant law and the Customer's request) may examine and record the personal data of the concerned parties' conversations, messages, e-mails or other communications – only for the time specified in the Customer's request. In such cases, the Service Provider is entitled to temporarily ignore the block on the calling line identification to cooperate with the authorities. Call details containing the identification of the calling Customer are stored by the Service Provider and made available to the eligible parties.

(10) The Service Provider is obliged to provide information to the authorities identified in **Sections 157 and 159/A of the Eht.**

(11) Data processed by the Service Provided can be handed over without the Customer's approval:

- a.) to entities performing billing, handling accounts receivables, distribution and provision of information to the customers that are assigned by the Service Provider;
- b.) to organizations entitled to settle billing and distribution legal disputes as stipulated by law;
- c.) to the bailiff, pursuant to the provisions of **IM Decree 1/2002 (I.17.)** on the order of court enforcement procedures and debt collection;
- d.) for cases described in the Infotv., upon the request of and to the organization authorized to examine the data;
- e.) to organizations, for which the provision of data is determined by separate legal provisions, for the duration specified by the law.

(12) To assist the performance of tasks set forth by the law of investigation authorities, prosecutor's office, court, and national security service, the Service Provider is obliged to hand over or make available upon request the data processed by the Service Provider. In the course of fulfilling data provisions, the authorized and acting authority is responsible for the legitimate data request. The Service Provider must ensure data provided is complete, of good quality and done in a timely manner.

(13) Data controlled by the Service Provider (including the Customer's full name, address, phone number/other Service identifier, any numbers calling or called by the Customer and the date and time of any communication or Service used) may be handed over to the State Inspectorate for Financial Organizations. This can be done during procedures related to insider trading, market manipulation, unauthorized services and compliance with merger and acquisition rules.

(14) Upon entering into the Contract, the Customer may authorize the Service Provider to relay the Customer's data for the purpose of scientific research, public polls or market research purposes, or for direct marketing purposes; the Customer may refuse to give such authorization.

(15) According to the Customer's statement, its personal data may be handed over to providers rendering directory services and/or for providers of universal electronic communications services, for the purpose of issuing telephone directories.

### 10.1.3 Provisions on data processing performed upon the data controller's instruction

- (1) If pursuant to the Infotv. or the GDPR the Customer is regarded as data controller and the Service Provider as data processor, the Service Provider is obliged to fulfil its contractual obligations, as follows.
- (2) The subject of data processing is any data processing operations related to controlling personal data concerned with the basic and supplementary services specified in the Contract.
- (3) The Service Provider shall guarantee compliance of data processing with the requirements of the Infotv. and of the GDPR, as well as to implement the appropriate technical and organizational measures ensuring that the rights of the concerned parties are adequately protected.
- (4) Pursuant to the GDPR, the Service Provider undertakes the following obligations:
  - a.) personal data shall solely be controlled in accordance with the written instructions given by the data controller – including the forwarding of personal data to third country or to international organization – except if controlling the data is stipulated in EU or Member State law applicable to the data processor. In this case, the data processor shall inform the data controller prior to controlling the data, unless notifying the data controller is forbidden for some relevant reason of public interest;
  - b.) it ensures that persons authorized to control personal data undertake confidentiality obligations or are under the appropriate confidentiality obligation based on effective legal provisions;
  - c.) it takes the actions related to the safety of data processing;
  - d.) it may not employ additional data processors without preliminary authorization by the data controller;
  - e.) with the appropriate technical and organizational measures considering the nature of controlling the data, it shall help the data controller fulfil its obligations by responding to applications and requests related to exercising the concerned party's rights;
  - f.) it shall help the data controller in its obligations of reporting and providing information related to the safety of controlling data and handling data protection incidents, as well as helping them to complete a data protection impact analysis – considering the nature of data control and the information available to the data controller;
  - g.) following the completion of providing the data controlling service, all data shall be deleted or returned to the data controller pursuant to the provisions of this Contract, or subject to the data controller's decision, and the existing copies thereof shall be destroyed, unless any EU or Member State law requires the personal data to be stored;
  - h.) it shall make available all information necessary to certify compliance with the obligations determined in this section to the data controller and, furthermore, to allow audits to be performed by the data controller or other auditor assigned by the data controller – including on-site inspections.
- (5) With respect to the Service Provider's data processing activity, mainly the provisions set forth in the Contract shall be regarded as written instructions of the data controller. In cases not regulated by the Contract, the rules applicable to maintaining contractual relationships shall apply to the written nature of the instruction.
- (6) Provisions of the Contract related to the employment of subcontractors shall be regarded as a general authorization granted by the data controller, on the basis of which the Service Provider (as a data processor) may employ additional data processors.

Upon contracting and if requested by the Customer, the Service Provider shall provide information about the additional data processors employed by the Service Provider. the Service Provider shall inform the Customer on any planned change concerning the employment or replacement of additional data processors, thus providing the data controller the opportunity to raise objections against such changes. Additional data processors employed by the Service Provider must be subject to the same data protection obligations that are in place between the Customer and the Service Provider.

## 10.2 Informing the Customer on the data security rules, as well as his rights and obligations related to data processing

### 10.2.1 Rights and obligations of the Customer related to data processing

- (1) Call details containing called numbers can be handed over to the Customer pursuant to the applicable separate rules. The Service Provider may not give information to the Customer on the numbers calling the Customer's terminal equipment, except for the caller ID service.
- (2) The Customer (concerned party)
  - a.) may request the Service Provider to grant access to the personal data related;
  - b.) may object to such personal data processing;
  - c.) may exercise his rights for data portability;
  - d.) may request information about the processing of his personal data; and
  - e.) may request his personal data be corrected, or deletion or restriction of the data (unless this data processing is required by law).
- (3) The Service Provider shall deliver information request by the Customer only to the Customer (concerned party). To this end, the Customer (concerned party) may submit the request for information in writing to the

Customer Service Office – upon certifying his/her personal identity – or in the form of a private document with proof of posting if sent via post. The Service Provider is obliged to provide the information in writing and in a comprehensible manner to the address specified by the Customer within **30 days**.

(4) The Customer (concerned party) is obliged to report a change to its personal data controlled by the Service Provider within **15 days**. All responsibility resulting from the failure to do so shall be borne by the Customer (concerned party).

(5) The Service Provider employs an internal data protection officer, who is entitled and obliged to investigate any report and complaint received in connection with controlling data.

(6) Data protection officer of the Service Provider and his/her contact details

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### 10.2.2 Data security

(1) The Service Provider is obliged to ensure the safety of the Service, as well as the protection of personal data processed while providing the Service, such as the data of the contact persons.

(2) Within the frame of data security, with respect to the electronic communications equipment used for controlling the personal data while providing the Service, the Service Provider guarantees: that the controlled data are accessible to those entitled to access them (availability); credibility and verification of data (credibility of data processing); the data are unchanged (data integrity); data are protected against unauthorized access (data confidentiality).

(3) The Service Provider shall protect the controlled personal customer data from unauthorized access and use by implementing the appropriate organizational and technical (information technology) measures. As part of data security, information technology systems controlling personal data can only be accessed by persons with the appropriate level of authentication. Access rights and their use shall be reviewed by the Service Provider on regular basis.

(4) If a violation of the personal data is expected and adversely impacts the personal data or privacy of the Customer or other concerned person, then the Service is obliged to notify the Customer and/or the other concerned persons accordingly without unreasonable delay. The Customer or the concerned person need not be informed on the misuse of their personal data if the Service Provider is able to sufficiently prove to the Authority that the appropriate actions were taken, or that such measures were applied with respect to the data affected by the safety breach. Such measures of technological protection shall make the data uninterpretable for persons who do not have the authorization to access such data.

(5) If a new, unknown security issue emerges as a result of an event affecting or jeopardizing the security of the network or the safety of the Service, the Service Provider shall immediately inform the Customer of the incident involving the new, unknown safety risk and on the protective actions that can be taken by the Customer, including the expected related costs. The Service Provider may not charge a separate fee for the information provided.

### 10.2.3 Special rules for data processing related to Mobile Internet Services

(1) Based on the authorization granted in **Section 157 of the Eht.**, the Service Provider is entitled – in addition to those stipulated in **Section 10.1.1 of the GTC** – to control the following personal data related to the Service:

- a.) volume of the forwarded data, network and cell identifier providing the Service, as well as the unique identifier of the device (IMEI) applied for the using the service; and
- b.) mobile phone number provided by the Customer for the purpose of maintaining communications.

(2) Data controlled pursuant to the mandatory data controlling stipulated in **Section 159/A of the Eht.** with respect to Mobile Internet Services, as well as Internet access and mailing services:

- a.) Device identifier (IMEI) and mobile subscriber identifier (IMSI) of the parties participating in the communications in the course of using the service;
- b.) Network and cell identifier providing the service at the beginning of the communication, as well as data to determine the actual geographical location of the cell belonging to the given cell identifier at the time of providing the service.

(3) The Customer (concerned party) agrees that in order to block the SIM card and the mobile device, the Service Provider hands over the concerned party's personal data processed by them, as well as the documents submitted together with the report to Telenor Hungary Plc. cooperating with the Service Provider.

### 10.2.4 Information on the safety of personal data transferred using Mobile Internet Services

(1) The Service Provider shall select and operate the means of electronic communications used for controlling personal data while providing the Service to ensure that the controlled data:

- a.) are accessible for the entitled entities;
- b.) are credible and verified;

- c.) are unchanged in a certifiable manner;
- d.) are protected against unauthorized access.

(2) The Service Provider shall ensure the safety of data controlling with technical and organizational measures that provide a sufficient level of protection against the risks appearing in connection with data controlling.

(3) Under the current circumstances, wire-tapping of data transmissions using GSM technology by a third-party private person is practically unfeasible. This is provided by the Service Provider in cooperation with Telenor Magyarország Zrt. through the appropriate technical and organizational actions.

(4) The Service Provider, pursuant to the Eht. and the applicable legal provisions, is obliged to cooperate with the organizations authorized by law to conduct secret information collection, with investigating authorities and the communications authority. As part of this, the Service Provider is obliged to allow the listed organizations to examine and record the communications and other data forwarded over the telecommunications network under the conditions determined in the applicable legal provisions.

## 11. Methods, circumstances and deadlines for the Customer to give, modify or withdraw statements stipulated by the law

### 11.1 General provisions

The Customer may give statements during the term of the contractual relationship as determined in this chapter and is entitled to modify or withdraw these statements without any explanation.

### 11.2 Provisions related to the individual declarations

Cases of making such declarations	Way of making such declarations	Modification, retraction	Deadline for modification/retraction
Declaration for the subscribers' list. (11.3)	For contracts made in writing: in the declaration made upon contracting; for verbal contract: in a declaration made (and recorded) via telephone	By filling in the Service Provider's dedicated form, or via telephone with the Service Provider's Customer Service. The Customer may submit the completed and signed form to the Service Provider via email or regular post.	30 days after the receipt.  If the modification or withdrawal of the statement affects the appearance in the telephone directory and the related statement is received by the Service Provider after the manuscript is closed, the Service Provider shall inform the Customer accordingly.
Statement for the provision of value-added services	For contracts made in writing: in the declaration made upon contracting; for verbal contract: in a declaration made (and recorded) via telephone	By filling in the Service Provider's dedicated form, or via telephone with the Service Provider's Customer Service. The Customer may submit the completed and signed form to the Service Provider via email or regular post.	30 days after the receipt
Declaration for processing of personal data for sales of communications services and acquiring business deals. (11.4)	For contracts made in writing: in the declaration made upon contracting; for verbal contract: in a declaration made (and recorded) via telephone	The Customer may at any time modify his/her statement free of charge without explanation by sending it via post, or communicating via telephone to the Service Provider's Customer Service where he/she has to indicate his/her personal data and the Contract number.	30 days after the receipt

Cases of making such declarations	Way of making such declarations	Modification, retraction	Deadline for modification/retraction
Statement for requesting itemized bill and call details (11.4)	For contracts made in writing: in the declaration made upon contracting; for verbal contract: in a declaration made (and recorded) via telephone by the individual Customer	By filling in the Service Provider's dedicated form, or via telephone.	30 days after the receipt or verbal notification

### 11.3 Subscriber lists, name lists and directories

- (1) The Service Provider keeps record of the data (the permitted scope of which is determined in the Eht. or in a separate legal provision) necessary for identifying the Customer and for the Service used by the Customer in a subscriber list. Without voluntary and unequivocal approval of the Customer, subscriber lists or directories may include the Customer's personal data only to the extent that is absolutely necessary to identify them.
- (2) The Service Provider may prepare a printed (telephone book) or electronic subscriber list of all Customers using the Service Provider's telephone service and authorize their inclusion into such directories.
- (3) The Service Provider shall allow, free of charge, the Customer to request:
  - a.) to be omitted from the printed or electronic subscriber list;
  - b.) to be included in the subscriber list that his/her data cannot be used for the purposes of direct acquisition of business, providing information, public polling or market research.
- (4) The Service Provider shall include the Customer in the printed or electronic telephone book, subscriber list, directory or directory services database in the way determined in Customer's statement made during verbal contracting. Available modes of data controlling include:
  - a.) open data controlling: The Customer consents to their data being published in the subscriber directory and to the directory service providing information about their details;
  - b.) hidden data controlling: The Customer consents to the directory service providing information about their details, not to their data being published in the telephone directory.
  - c.) secret data controlling: The Service Provider shall not publish the Customer's data neither in the subscribers' list (printed or electronic telephone book), nor disclosed through the directory service.
- (5) If the Customer fails to make a statement regarding the data controlling modes, the Service Provider shall handle the Customer's telephone station in a non-accessible manner (as a secret station).
- (6) The Customer may modify his/her earlier statement regarding the data at any time. If requested by the Customer, the Service Provider shall reclassify the subscriber data so they are controlled in a non-accessible way for the public. If the Customer does not request this with the assignment of a new number, the Service Provider promises it shall control the formerly public number in a non-accessible way for the public, and not publish it in the telephone book after reassignment. Such reclassification must be requested of the Service Provider in writing.
- (7) A secret telephone station (subscriber number) can be reclassified to a non-secret station at any time upon written request by the Customer.
- (8) It is not considered as a secret telephone station if the Customer declares that the Service Provider may not publish the Customer's data in the telephone book, but the directory service may provide information on the Customer's data.
- (9) The Service Provider shall grant to all Customers to include their names, registered addresses and subscriber telephone numbers or, upon request, the usage mode of the terminal equipment belonging to the subscriber telephone number (telephone/fax) free of charge.
- (10) The Service Provider will not be liable for the data entered in the telephone book upon request of the Customer with their consent.
- (11) Any mode of data controlling can be selected free of charge; if Customer's request to modify the selected mode, a fee specified in **Annex 2 of the GTC** shall be paid.

### 11.4 Subscriber calling data

- (1) If requested by the Customer, the Service Provider shall (taking into account the data controlling rules) ensure that the Customer may examine the statements on traffic and billing data necessary to calculate the payable fee within the relevant bill's lapse period.

(2) This statement (bill or call details) can be requested by the Customer in advance as an annex to the bill, or later, within the time determined in section (1). The statement includes the traffic and billing data necessary to calculate the fee. The statement may not contain data suitable for clear identification of the called party.

(3) The Service Provider may only disclose the statement to the Customer or the person authorized by the Customer, whereas it may be disclosed to the User only upon written approval by the Customer. The Customer's authorization and/or approval shall be written in a notarized public document.

(4) If the Customer requests a statement, he/she may examine the personal data of natural persons other than the Customer that use the Service and the Customer is only entitled to examine such details if the persons in question have given their consent.

(5) The Service Provider is not required to check the existence or content of such consent; the Customer bears exclusive liability for holding such consent.

The Service Provider shall not identify freephone numbers, (notwithstanding the request of the Customer) including the phone numbers of such organizations that request their phone numbers to be published by the National Media Communications Authority as "non-identifiable numbers" at least **5 days** before receipt of the related request. These numbers

- a.) deliver services to anonymous callers, which may conclude to certain special information regarding the calling party, in particular the calls to churches or helplines;
- b.) allow criminal acts to be reported by mostly anonymous callers (anonymous witness lines);
- c.) calls to the emergency services.

(7) Itemized bills or call details can be requested on a case-by-case basis for a specific period or until withdrawal.

## 12. Cases of amending and terminating the Contract

(1) Amendments to the Contract – except for the special provisions set forth in this chapter – are subject to the rules determined in **Chapter 2 of the GTC** for entering into the Contract.

(2) Any Party may initiate bilateral amendment of the Contract based on mutual agreement. The Contract may be amended with the mutual agreement of the parties at any time. Unless otherwise provided in the Contract, the Contract can be amended in writing or the same manner as it was established.

(3) With the exception of implied Contracts, the **Service Provider's Offer** for bilateral amendment of the Contract – with exceptions in the applicable legislation – may only be accepted by the Customer's explicit and active conduct; for oral Contracts, explicit oral or written statement is required and for written Contracts, an explicit written statement (**Order**) by the Customer is required for to accept the **Service Provider's offer** for bilateral amendment of the Contract.

(4) In the lack of the Customer's active and explicit statement of acceptance, further use of the Service cannot be regarded as acceptance by implied behaviour.

(5) If the Customer does not accept the Service Provider's offer for bilateral contract amendment through active behaviour, the Contract shall remain in force under the original, unchanged conditions.

(6) If the Contract is amended due to a change in fees, the amendment may be accepted by implied conduct (failing to make a statement), provided that the Service Provider has sufficiently notified the Customer of the modification and this was agreed previously between the parties in the Individual Agreement.

### 12.1 Cases and conditions of amending the Contract initiated by the Service Provider, the Service Provider's right to unilateral amendment, method of informing the Customer, and rights of the Customer with respect to unilateral amendment of the Contract

#### 12.1.1 Unilateral amendment of the Contract by the Service Provider

(1) The Service Provider is entitled to amend the Contract, as well as the Individual Agreement and the Framework Contract, based on the conditions set forth in the GTC or in the Contract, taking into consideration the provisions set forth in **Section 132 of the Eht**.

(2) The Service Provider is obliged to unilaterally amend the Contract by unilaterally amending the GTC if it is necessitated or justified by

- a.) amendments to law applicable to Service Providers and Customers;
- b.) new laws enter into force;
- c.) amendments to laws on determining regulated service prices;
- d.) a decision of the office and/or chairman of NMHH, the competition office or other authority, an invitation by the Media Council, or a legally binding court decision.

(3) The Service Provider is not entitled to unilaterally modify the Contract signed for a definite period of time with respect to the Basic tariff plan, the duration of the Contract, legal consequences of terminating the Contract or the target value of service quality requirements, unless

- a.) it is required by a legislative change or a decision by authority,
- b.) the Contract and/or the conditions of using the Service may change for the Customer's benefit.

(4) In addition to the above, the Service Provider may unilaterally amend the Contract by unilaterally amending the GTC if:

- a.) the amendment is made to clarify or complete the GTC and does not affect (or does so minimally) the Customer's rights and obligations, in order to make the structure or wording of the GTC more comprehensible or clearer or to provide more detailed information; or
- b.) the amendment is made necessary due to relevant changes in the circumstances that were unforeseeable at the time of contracting. These include, but are not limited to:

- ba.) increases/decreases in fees;
- bb.) cancellation or introduction of specific fee elements;
- bc.) introducing or removing specific services;
- bd.) introducing new technologies or replacing old technologies that are no longer supported;
- be.) incorporating changes to the Service Provider's operations or organization; and
- bf.) for indefinite-term Contracts, increases of any costs that were unforeseeable at the time of contracting, provided that the cost originates from the Service Provider's contractual relationship with a third party and is directly incorporated into the Service fees.

(5) The Service Provider is entitled to modify the fees determined in the Contract as detailed below:

- a.) If the annual consumer price index (inflation) published by the Central Statistical Office for the previous year is higher than zero, then on one occasion per calendar year by no more than the rate of the annual inflation published for the previous year;
- b.) if the Service Provider provides intermediary services as part of the Service, and the rate of such intermediary services affecting the Customer is clearly or accurately defined. This also applies if the prices of the intermediary services increase;
- c.) proportionately with changes to the electricity fee enforced by the electricity provider, from the day it changes.

The increase of inflation-based fees shall be calculated separately for each fee item. The Customer may accept the increased fee through implied conduct. Intermediary services include, but are not limited to, licenses, usage rights, Internet border protection supplementary services (DDoS, firewall, virus protection) and electricity consumption fees.

(6) The Service Provider may unilaterally modify the Contract if the Individual Agreement itself provides the explicit opportunity to do so – excluding the provisions set forth in sections (2) – (5).

(7) The Contract may be amended by mutual agreement of the Parties at any time. Unless otherwise provided in the Individual agreement, the Contract can be amended in writing or in the same manner as it was established.

(8) The Service Provider shall notify the Customer on the modification of the GTC prior to the effective date of the modification, as set forth in **Section 3.1.7 of the GTC**, including the information related to the conditions of termination by the Customer and the legal consequences of such termination.

(9) If the statement of the Customer is required to amend the Contract, the Customer is entitled to do so within **15 days** from being notified of the amendment. Making a statement is necessary in cases including, but not limited to, if the Service (tariff plan) used by the Customer is canceled and the Service Provider offers another tariff plan, or if the subject of the Contract amendment is related to the use of a supplementary service representing an additional burden. The Customer's failure to make such statement shall be regarded as the termination of the Contract. If, however, the Customer had used the amended service provided by the Service Provider, then it shall be regarded as the corresponding amendment of the Contract.

(10) If the Customer starts using the amended Service within the available **15 days**, his/her right to make a statement will cease when they start to use the Service and the Service Provider shall regard the use as acceptance by implied behaviour. The amended Contract is also established between the parties if the Contract applicable to the Service may also enter into force as a result of implied behaviour, and the Customer starts using the Service without making a separate statement.

(11) If the Customer fails to make a statement and/or uses the Service, then the amendment shall be considered accepted by implied conduct.

### 12.1.2 Change of subscriber's telephone number

(1) The Service Provider may change the subscriber's telephone number in the following cases:

- a.) if the change is unavoidable for technical or traffic-related reasons and NMHH has certified its necessity; or
- b.) if the change is required by law.



(2) The Service Provider is obliged to notify the Customer of the Subscriber number change at least **30 days** in advance.

(3) In the event of changes to the Subscriber's telephone number, the Customer may request that the Service Provider does not assign the old number to another customer and to access the recorded information on the old number from the number change which it may select from the Service Provider's set of information texts.

(4) The Service determined in Section (3) shall be free of charge for the time requested by the Customer, but for no longer than **3 months**.

(5) The Service Provider shall provide information about the Subscriber number change through its customer care or directory assistance services until the service is assigned to another subscriber, but for no more than **1 year** following the subscriber number change.

(5) The Service Provider shall notify the directory service on the number change within **15 days** and will record the number change in the next issue of the telephone book. The Service Provider will not reassign the changed number to another Customer for **3 months**.

### 12.1.3 Relocation within the DataCenter

(1) In order to ensure optimal utilization, upgrade or modernization of the DataCenter structure, the Service Provider is entitled to relocate the Customer's assets.

(2) The Service Provider coordinates the relocation with the Customer and the provision of the Service is suspended during the relocation.

## 12.2 Circumstances and conditions of contract amendment initiated by Customer, deadline of fulfilling the amendment

### 12.2.1 Relocation of electronic communications service

(1) For services provided at the Customer premises, upon the Customer's relocation Request the Service Provider shall commission and provide the Service on the new installation site. Otherwise, the relocation is subject to the provisions related to the Request, with the differences set forth in this section. The Service Provider is not obliged to relocate the Service. Legal consequences deriving from potential Contract termination shall be borne by the Customer.

(2) Relocation is where the address of the subscriber access point is changed, both the access point to be relocated and the geographical location where the Customer wants to relocate the subscriber access point to is within the supply area, and the Customer has no outstanding debts toward the Service Provider. In this case, upon the Customer's request, the Service Provider shall provide the opportunity to use the Service at the location requested by the Customer. When relocation within the same property or beyond the supply area is requested, the Service Provider may make an offer, but is not obliged to amend the Contract.

(3) After receiving a relocation request, the Service Provider will carry out all inspections required to determine the feasibility of the request and notifies the requesting party in writing on the acceptance or refusal of the request, according to the **Service Provider's offer**. From the termination of the subscriber access point until the completion of the relocation suitable for the use of the Service, the Service and fee payments are suspended.

(4) If the relocation request is withdrawn by the Customer, or the Service Provider fails to meet such request for any reason beyond its control (the request for relocation is rejected), the Customer's Contract will remain unchanged and effective in respect of the Services provided at that time, at the original subscriber access point.

(5) In the event of relocation, the Parties shall amend the Individual Agreement. A relocation fee specified in **Annex 2 of the GTC**, in the Contract, or otherwise shall be payable for completing the relocation.

(6) If the Customer submits to the Service Provider a request for a name change simultaneously with the request for relocation, the Service Provider will first make a decision on and (if granted) fulfil the request for name change. The period allowed for fulfilling the relocation request will commence only after the request for name change is granted or rejected.

(7) If the Service Provider fails to meet the deadline allocation to the relocation, it shall be obliged to pay a penalty to the Customer pursuant to **Section 7.4.4 of the GTC**.

### 12.2.2 Takeover of the Service

(1) The Contract can also be concluded through takeover of the Service, if the Customer's user is changed without changing the location where the Service is provided and its main technical parameters.

(2) The transfer must be requested jointly by the parties concerned in writing on the transfer request form or in another form provided by the Service Provider. During the transfer, the Service Provider shall enter into a new Contract with the receiving Customer in accordance with **Section 2.1 of the GTC**, taking into account this clause. With the transfer, the Contract of the transferring Customer is terminated.

(3) If the main technical features change during the transfer, the provisions on the construction of the new Subscriber Access Point shall also apply to the Contract.

(4) A transfer may only take place if the transferring Customer has no fee debt and undertakes to pay the invoice issued on the basis of the Contract terminated after the transfer in accordance with the provisions of the Contract.

(5) The date of takeover shall be determined by the parties in the application for the takeover in the request, provided that the request is submitted **5 days** before the date of takeover. If the parties do not provide a specific date in the application, the takeover will take place within **15 days** as of the Service Provider receiving the application that meets the requirements as to its contents and form.

(6) A transfer fee of the amount specified in **Annex 2 to the GTC**, the Contract or otherwise shall be paid to the receiving Customer for the completion of the transfer. After the takeover, the rights and obligations arising from the Contract shall accrue to the receiving Customer on the basis of the Service Provider's offer, even if the Contract is not concluded within 10 business days due to the delay of the receiving Customer. In this case, the Contract shall be deemed concluded on the date specified in the transfer request in accordance with the provisions of the Service Provider's offer (draft contract).

(7) If the Service Provider fails to meet the deadline committed for the takeover, it shall be obliged to pay a penalty to the Customer requesting the takeover pursuant to **Section 7.4.3 of the GTC**.

(8) If a transferring Customer in liquidation requests a takeover, the Service Provider can claim the charge debts incurred before the liquidation procedure starts and during the liquidation procedure, not during the takeover.

### 12.2.3 Change of subscriber's telephone number

(1) The Service Provider will change the subscriber number upon the Customer's request with the consideration of the provisions set forth in **Section 3.1 of the GTC**, provided that the technical and other conditions of changing the subscriber number are present.

(2) If the Service Provider rejects the Subscriber number change with reference to the technical conditions being unavailable, it has to provide a detailed explanation for such rejection.

(3) In the event of changes to the Subscriber's telephone number, the Customer may request the Service Provider to access recorded information on the old number from the number change, which it may select from the Service Provider's set of information texts.

(4) The Service Provider shall provide information about the Subscriber number change through its customer care or directory assistance services until the service is assigned to another subscriber, but for no more than **1 year** following the subscriber number change.

(5) The Service Provider shall publish the number change in the directory service and in the next issue of the telephone book, pursuant to the Customer's statement.

(6) Unless otherwise agreed, the Service Provider will not reassign the changed number to another Customer for **3 months**.

### 12.2.4 Special rules for amending Mobile Internet Service Contracts

(1) Without the Service Provider's written approval, the Customer may not transfer the rights, obligations and responsibilities arising under the Contract to any third person.

(2) As part of amending the contract, the Customer is entitled to change the Mobile Internet tariff plan and/or request the replacement of a SIM card and/or mobile device for the charges determined in **Annex 2 of the GTC**, in the Contract, or otherwise.

### 12.2.5 Change of scope of the supplementary services used by the Customer

(1) The Customer or other person who is acting on the Customer's behalf and is eligible for placing Orders may submit the request with respect to the rules related to submitting Requests and Orders.

(2) The Customer may request modification of supplementary services ordered earlier as detailed in the description of the given service in **Annex 1 of the GTC**. The Customer must identify in the statement the supplementary service they no longer wish to use, together with the date they wish that service to be terminated, as well as the supplementary service he wishes to start using and with the requested starting date of the service.

(3) Following the Customer's request, the Service Provider will take action to cancel the supplementary service at the time specified in the request, or within **15 days** of receiving the request. The fee must be paid until the termination date. If the Customer orders a new supplementary service and its installation is not hindered by technical obstacles, the Service Provider shall commission the new service from the date indicated in the Order or within **15 days** of receiving the signed copy of the Customer's Order.

(4) Upon amending, the contents of the Contract will be modified as indicated in the **Amendment Request**. If the amendment also affects the fee payable, the Service Provider must enforce it in the next regular bill. The fee of the supplementary service or the changed amount of the fee specified in the Contract shall become payable, upon installation of activation of the supplementary service.

(5) From Customers with fee debt, the Service Provider will only accept termination or call restriction requests with respect to the supplementary services.

### 12.2.6 Service modification requests

- (1) The Customer or other person acting on the Customer's behalf may submit the **Modification request** related to the Service in the method specified in the Contract or, if it is not specified, with reasonable application of the rules related to submitting Requests and Orders.
- (2) **Modification requests** concerning the parameters of the Service can only be initiated by contact persons – including the Customer – registered with the Service Provider. Applications made by other persons are rejected by the Service Provider, without consequential responsibility.
- (3) The service Provider shall file, check and confirm the **Modification request** during the Customer Service's business hours. The Service Provider shall immediately implement the requested modification, provided that its conditions and fees are covered by the Contract, or otherwise (if there are no other obstacles) and shall send a **Service Provider's Offer** to the Customer.
- (4) Upon the amendment, the contents of the Contract will be modified as indicated in the **Amendment Request**. If the amendment is subject to a fee, or affects the fee payable, the Service Provider must enforce it in the next regular bill. The modified amount of the contracted fee becomes payable as of the modification date.
- (5) For faults reported by e-mail, the time of fault report shall be the time when the e-mail receipt notification is confirmed by the Service Provider.
- (6) Potential service outages resulting from the Service **Modification request** will not diminish the availability (SLA) assured by the Service Provider.
- (7) The Service Provider does not accept **Modification requests** from Customers with fee debt.

### 12.3 Circumstances and conditions of Contract termination

- (1) The parties may terminate the Contract in accordance with the provisions set forth in this section of the GTC. Any termination of the Contract will be valid only when it fulfils the terms and conditions laid down herein and is made by the concerned Party (Parties) authorized agent in writing.
- (2) The Service Provider shall enable the Customer to cancel the Contract in any of the forms it applies for establishing the contract. The notice on termination shall be delivered to the Service Provider's Customer Service. In order to protect the Customer's rights, the Service Provide will accept termination via email only if it is sent from an email address registered by the Service Provider as a contact point of Customer.
- (3) Contracts signed for a definite period of time may not be terminated via regular termination, only with extraordinary termination.
- (4) Contracts signed for an indefinite period of time can be terminated by the Customer within **30 days** of receiving the notification without further legal consequences.
- (5) The Customer may also terminate the Contract by a deadline specified by the Customer. In this case, the Customer shall name in the termination notice the date from which it does not wish to use the service.
- (6) The Service Provider shall terminate the provision of the Service upon the expiry of the notice period, or on the final date specified in section (5).
- (7) For terminations pursuant to section (4), no visit charge or any other cost (especially depreciation of the device owned by the Service Provider) can be transferred to the Customer.
- (8) The Contract will be terminated
  - a.) if the Customer changes the provider providing Subscriber access services;
  - b.) upon expiry of the notice period, or in the event the Service Provider discontinues the Service on the request or with the consent of the Customer before the expiry of the period of notice;
  - c.) If upon the expiry of the definite-term Contract, the Contract is not replaced by a Contract signed for an indefinite period of time;
  - d.) by the notice of the Service Provider due to a breach of Contract by the Customer;
  - e.) with expiry of the Service Provider's service license;
  - f.) with the termination of the service by the Service Provider in a geographical area specified by the Service Provider, or termination thereof on particular network sections;
  - g.) upon the Customer's death, termination without legal successor, or if mandatory termination is ordered;
  - h.) termination of the Service Provider's operations without legal successor;
  - i.) if it was not possible to start providing the Service for a reason attributable to the Customer and the parties do not agree to a starting date to provide the Service;
  - j.) simultaneously with the entry into force of the contract concluded by the Service Provider with another service provider for wholesale access used for the provision of subscriber services to the Customer on the given subscriber access, of which the Service Provider is obliged to notify the Customer 15 days before termination. If the Service Provider provides the Service on the basis of a wholesale access contract with another service provider, it is obliged to notify the Customer immediately of the termination of the wholesale access contract.
  - k.) the existing contract with the transferring service provider in accordance with the rules on number portability, if the number portability is not changed, or

l.) upon mutual agreement of the Parties, pursuant to **Section 127 (4) of the Eht.**, provided that the Parties can terminate a subscription contract concluded by implied conduct with explicit verbal or written statement; for subscriber contracts concluded verbally, by verbal or written declaration; while for Subscriber Contracts concluded in writing, with an explicit, written declaration.

(9) The Service Provider is entitled to terminate the Contract with a notice period of at least **15 days**, and for the duration of the notice period is entitled to suspend the Service, if based on the available data and information showing that it is probable that the Customer has deceived the Service Provider with respect to a relevant circumstance in order to enter into the Contract or to use the Service.

(10) The Service Provider shall notify the Customer of the termination of the subscription contract via a durable medium by notifying the Subscriber of the availability of the durable medium in a verifiable manner, unless the nature of the durable medium used does not justify it.

(11) Preliminary notification to the Customer can be performed by the Service Provider in writing with a reminder in the bill letter, electronic letter or using other means of communications, provided that the Service Provider is able to create a permanent record of the fact that the notification was received and acknowledged by the Customer.

(12) A termination notice by the Service Provider shall indicate

- a.) the reason for the termination;
- b.) the notice period and the method of calculating the notice period; and
- c.) if the reason for termination is breach of contract by the Customer, the notice given to the Customer shall inform the Customer that if the Customer stops the breach of contract during the notice period and the service provider becomes aware of that, the contract will not be terminated by the Service Provider.

(13) The notice period of the ordinary termination by the Service Provider is **30 days** from the receipt thereof.

(14) If the contract is terminated for a breach by the Customer and the Customer stops the breach during the notice period, the Contract will not be terminated by the Service Provider. The Service Provider shall immediately notify the Customer of this fact.

(15) Termination of the Contract will not release the Customer from the obligation to pay his potential debts under this legal relationship. The Service Provider may reconnect the Service without repeated payment of the entry fee or then reconnection fee on the grounds of equity, if the Customer settles the fee debt with interests within **30 days** of the expiry of the notice period. The service must also be reconnected if the Customer settles the fee debt at a time when there is no technical and administrative obstacle preventing reconnection. The reconnection fee from uninstallation is determined in **Annex 2 of the GTC**, in the Contract, or otherwise.

### **12.3.1 Extraordinary termination of Service by the Service Provider for breach of Contract by the Customer**

(1) The Service Provider may terminate the Contract with **15 days'** notice if the Customer fails to pay the due charges after the second reminder sent after missing the payment deadline, issued at least 15 days after the first reminder of the legal consequences.

(2) If the Subscriber pays the service charge debt **within 30 days** of receiving the first reminder, the Service Provider may not terminate the Contract. The Service Provider shall immediately notify the Customer of this fact.

(3) In case of a breach of contract, the Service Provide may terminate the Contract with a **15-day** notice from receiving a notification, if

- a.) the Customer hinders or endangers the normal operation of the Service Provider's network and the Customer fails to stop such a breach within **3 days** of receiving the Service Provider's reminder of the legal consequences;
- b.) even after given the reminder of the legal consequences, the Customer does not allow the Service Provider to visit its premises in order to inspect and repair the fault reported or detected by the Service Provider;
- c.) if the Customer resells the service to a third party, even after a reminder of the legal consequences sent by the Service Provider; or
- d.) the Customer uses the service in an unlawful way or for unlawful purposes.

(4) If the Service Provider partly or entirely terminates the definite-term Contract pursuant to this section before the expiry of the definite term, the Customer will be obliged to pay a penalty determined in **Section 7.4.9 of the GTC** to the Service Provider for the concerned service element.

(5) The Service Provider is entitled to ask for a guarantee from the Customer to remove the breach, or to restrict the scope or use of Service until this is done. If the breach is not removed or stopped **within 30 days** of such a request, then this does not prevent termination as long as other reasons for termination are present.

**12.3.2 Termination of the Contract with immediate effect**

(1) The Service Provider is entitled to terminate the Contract related to the Service provided in its DataCenter with immediate effect, if

- a.) the Customer is late in payment and fails to pay its debt within **8 days** after a reminder on more than **2 occasions per year**, despite the reminder to do so that also includes the legal consequences of non-compliance;
- b.) The Customer causes, through its own fault, damage to the communications and/or IT network or equipment owned or used by the Service Provider, its customers, partners, legal successors or subsidiaries;
- c.) the Customer's communications and/or IT equipment installed in the DataCenter fails to match the specifications agreed by the Parties and laid down in the Annex to the Contract for such equipment, and/or this equipment is not operated according to the requirements set forth in the Contract;
- d.) in the course of maintenance or operation works carried out by the Customer on its own equipment, the Customer's agents risk or cause service outages and thereby make operating the equipment of the Service Provider, its customers, partners, legal successors or subsidiaries impossible;
- e.) the Customer disturbs or hinders the Service Provider or any of its sub-contractors in maintenance, renewal or inspection work for more than **48 hours**;
- f.) the Customer sub-leases the leased equipment/devices contemplated in this Contract without knowledge and/or consent of the Service Provider;
- g.) the Customer (deliberately or in gross negligence) damages the server computer leased from the Service Provider;
- h.) the Customer alienates, otherwise encumbers, or sub-leases the server computer leased from the Service Provider;
- i.) there is any irregular use of the Service in violation of **Section 13.2 of the GTC**;
- j.) the Customer has been found insolvent by the court; or
- k.) as a result of a force majeure event lasting more than **45 days**, the Customer fails to fulfil its obligations to the Service Provider.

(2) The Service Provider may terminate the Contract **with immediate effect** if the Customer seriously breaches its material obligation under the Contract and does not terminate the breach of contract within the reasonable time period specified in the notice or otherwise due to the circumstances. Termination shall not be preceded by a notice of termination of a serious breach of contract if, by the nature of the breach, it cannot be remedied or is so serious that further maintenance of the Contract cannot be expected from the other party.

**12.3.3 Extraordinary termination by the Customer for breach of contract by the Service Provider or for other reasons**

(1) The Customer may terminate the Contract by extraordinary termination effective immediately if the reason for the termination is that the Service Provider violated the provisions of the Contract so severely that the maintenance of the contractual relationship can no longer be reasonably expected from the Customer. Serious Breach of Contract includes, but is not limited to,

- a.) The Service Provider being unable to repair the fault of the Service provided in the Customer's premises within **30 days** from reporting the fault;
- b.) for services provided in the Service Provider's DataCenter,
  - ba.) the Service Provider is in default of the installation period laid down in the Contract by more than **11 working days** through its own fault;
  - bb.) in a given month, more than **five (5)** non-consecutive Service outage cases occur each lasting a **minimum of fifteen (15) minutes**;
  - bc.) if the Customer detects Cooling Service Outages for more than **eight (8)** consecutive hours as a result of a single event;
  - bd.) the Customer suffers a Power Cut for more than **two (2) hours**;
  - be.) the aggregate duration of downtime caused by one or more faults reaches **48 hours** in any **30-day** period;
  - bf.) the indicator of aggregate annual availability of the Server Hosting package falls **below 99.0 percent**;
  - bg.) for the failure of Service Provider-owned equipment leased by the Customer, the Service Provider failed to repair or replace the equipment within **5 working days** - despite the Customer's invitation to do so;
  - bh.) the Service Provider has been found insolvent by the court;
  - bi.) as a result of a force majeure event lasting more than **45 days**, the Service Provider fails to fulfil its obligations to the Customer.

c.) Within **45 days** of receiving the notification of the unilateral contract amendment of the Service Provider, the Customer is entitled to terminate the Contract with immediate effect, without further legal consequences. However in this case, too, the Customer is not entitled to terminate the Contract, if

- ca.) as a result of the amendment of the contract, the conditions for the use of the Contract or the Service change only in a way that is advantageous for the Customer, or
- cb.) the amendment is of administrative nature and does not contain any provisions adverse for the Customer, or
- cc.) is explicitly based on legislative change, court or authority decision.

(2) In cases of extraordinary termination by the Customer, the Contract – except for Section (1) a.) – can only be terminated in writing. The Contract is terminated on the last day of the month following the Service Provider receiving the termination notice.

(3) If the Customer partly or entirely terminates the definite-term Contract pursuant to section (1) c.) before the expiry of the definite period, the Customer will be obliged to pay a penalty determined in **Section 7.4.9 of the GTC** to the Service Provider for the concerned service element.

(4) If the Customer does not intend to use the Service and terminates the Contract after the Service Provider has started to provide the Service, but prior to the actual Delivery of the Service, the Customer shall not be liable for any penalty, but shall pay the reasonable costs of starting the Service in addition to the Service Fee. The reasonable cost of commencing the Service is the one-off (entrance) fee determined for the given Service as contained in **Annex 2 of the GTC**. If the GTC does not specify a one-off fee, the Customer shall pay to the Service Provider its documented costs accrued so far. If goods (Devices, Appliances) have been handed over for the purpose of the Service, the Applicant shall return them within **30 days** of the termination, together with their accessories, preferably in their original packaging, intact and in a condition suitable for their intended use, and bear the related costs.

## 12.4 Special rules for terminating the Mobile Internet Service Contracts

The Service Provider is entitled to terminate the Contract signed for Mobile Internet Services with a **60-day** termination notice, if the cooperation agreement between the Service Provider and Telenor Magyarország Zrt. is terminated for any reason, after which Telenor Magyarország Zrt. will not continue to provide the mobile network to the Service Provider necessary to provide the Mobile Internet Service.

## 12.5 Special rules for terminating the Equipment rental Contract

(1) The rental contract shall be terminated in the following cases:

- a.) the rented Equipment gets destroyed;
- b.) for a breach of Contract by the other Party, if the breach was not eliminated despite the preliminary written warning (including any legal consequences) within **8 days** of receiving the warning. A breach of Contract includes, but is not limited to:
  - ba.) use of the Device for purposes other than its intended purpose, or otherwise conflicting with the Contract; and
  - bb.) delayed payment of the rental fee exceeding **30 days**, as well as other costs and expenses payable by the Customer.
- c.) based on mutual agreement, provided that the Parties are obliged to settle with each other at the same time;
- d.) if the handover (delivery) of the leased Device is unsuccessful on **2 occasions**.

(2) If the rental relationship is terminated before the expiry of the definite term for reasons attributable or related to the Customer, or for reasons as a result of which the Customer is terminated, the Customer is obliged to pay the net rental fee for the remaining period of the definite term a lump sum as a penalty. The Service Provider determined the penalty payment obligation of the Customer with respect to the fact that the amount of the rental fee was calculated by the Service Provider for the entire duration of the definite term.

## 12.6 Procedure where legal relationship is terminated

(1) If, prior to commissioning the Service, the Requesting party paid the preliminary entry fee, entry fee or installation fee, but withdraws the request or terminates the Contract, the Service Provider shall reimburse the fees paid by the Requesting party.

(2) If the Contract is terminated, the Service Provider will not reimburse the installation or entry fees to the Customer.

(3) With respect to the Contract terminated due to the liquidation of the Customer without legal succession, in the liquidation procedure the Service Provider may claim the fees unpaid until becoming aware of the liquidation.

(4) The Service Provider will not reassign the identifiers (subscriber telephone number, email address) assigned to the Contract to another Customer for **3 months** following the termination of the legal relationship.

(5) The Service Provider will erase the computers and virtual machines leased by the Customer from the Service Provider without backing up the data stored on them; restoring these data or the virtual environment is not possible without back-up copy made by the Customer.

(6) **Within 5 working days** following the termination of the Contract, the Customer is obliged to remove the devices stored in the Service Provider's DataCenter and to leave the place in clean condition suitable for use for its intended purpose.

(7) If the Service is restricted for existing fee debts and the Service Provider has established mortgage right on the device pursuant to **Section 7.1.10 of the GTC**, the Service Provider (following the termination of the Contract) will become entitled to conduct the procedure described in that section and to enforce its mortgage right.

(8) If the Customer fails to remove the said equipment from the DataCenter by the time specified, the Service Provider shall notify the Customer and specify an additional deadline of **5 working days**. If this deadline passes with no change, the Service Provider will attempt (with the expected reasonable care) to shut down the device (power button) in order to prevent the data loss. Should this prove unsuccessful, the Service Provider may cut the power supply. After this, the device will be transported to a warehouse outside the server room, for which the Service Provider is entitled to charge a storage fee.

(9) If the Customer will not enter into an agreement with the Service Provider for the storage of the equipment placed at the Service Provider's site, and fails to remove the its equipment within **20 business days** from the notification from the Service Provider, the equipment will be destroyed in a professional manner. Destruction also includes making the data stored on the data storage devices permanently inaccessible. A detailed protocol is recorded on the destroyed equipment and data storage devices. The Service Provider also disclaims all responsibility related to the destroyed equipment and data if the notification was made in a certifiable manner pursuant to **Section 3.1.7 of the GTC**, but it was not received by the Customer. The Service Provider is entitled to charge the Customer for the costs of destroying the devices.

## 13. Other Service obligations

### 13.1 Obligations to cooperate and provide information

(1) The Requesting party or the Customer is obliged to grant access to the Service Provider, or its representative or agent, to the premises identified by the Customer as the installation site at a preliminary agreed time to perform measurements necessary to establish the Service (Subscriber access point), to implement and operate the Service, as well as for fault repair purposes and to install the equipment and cables necessary to provide the Service.

(2) If the site is not the property of the Requesting party or the Customer, they are obliged to obtain the approval of the site owner or operator and maintain such approval for the entire duration of the Contract.

(3) In the course of entering into the Contract and during the term of the contractual relationship, the Customer is obliged to cooperate with the Service Provider and provide them with true data.

The Customer is obliged to cooperate with the Service Provider during fault repair.

(5) The Customer is obliged to cooperate in order to secure successful completion of compliance examinations related to the Service Provider's systems initiated by the Service Provider or by the suppliers of the said systems. As part of this obligation, the Customer is obliged to tolerate the due diligence and screening of the Service Provider's equipment on which the Service is provided. The Customer is obliged to grant the necessary physical and logical access necessary for to complete the compliance examination; furthermore, the Customer is obliged to ensure any other kind of reasonable and justified cooperation. In such cases, the Parties shall act by keeping in mind the confidentiality and data protection rules, provided that the parties are obliged to cooperate to ensure that personal data are solely disclosed only when and to the extent that it is absolutely necessary. While the personal data are handed over, the Service Provider and/or the supplier of the system (or representatives or agents thereof) shall be acting as data controllers, and the basis for data controlling is the fulfilment of the Contract between the Service Provider and the Customer, and secondarily the protection and enforcement of the Service Provider's and the supplier's legitimate interests.

### 13.2 Using the Service for its intended purpose

(1) The Customer shall use the service for its intended purpose.

(2) The Service Provider may – for the sake of providing the Service – audit and inspect regular use of the equipment installed in the Customer premises. The Customer is obliged to allow access at the time agreed in advance.

(3) The Customer is obliged to compensate the Service Provider for the damage suffered in connection with the irregular use of the Service. The Customer has no additional costs.

(4) The Mobile Internet Service is not suitable for file exchange, file sharing or other applications that use significant capacities, nor for forwarding large data volumes on continuous basis.

- (5) If the Customer uses the Service in a manner other than its intended purpose and by doing so
- a.) prevents or endangers regular operation of the network, especially if the Customer is connected to the network a terminal equipment without compliance certificate or is equipped with an inappropriate interface;
  - b.) prevents the Service being provided, or adversely affects or otherwise diminishes the quality of the Service;
  - c.) alters the technical parameters of the Service, or changes its other features and/or dismantles it to its components; or
  - d.) otherwise uses the Service irregularly, as determined in this section,
- then the Service Provider shall send a warning to the Customer to cease such irregular use immediately, but not later than within **24 hours**. Should the Customer fail to comply with such warning by the indicated deadline, the Service Provider becomes entitled to terminate the Individual Agreement with an extraordinary termination by sending a **15-day** notice.
- (6) The Customer shall take care when accessing the Internet with a mobile device or other device connected to the equipment suitable for establishing a data connection, which
- a.) does not jeopardize the regular operation of the Service Provider's network and the services provided over that network; and
  - b.) does not prevent or hinder directly or indirectly the use of the service provided by the Service Provider or other internet access provider, or the operation of the computer and other information technology systems operated by the addressee.
- (7) The Service Provider shall not assume any liability for the materials distributed by the Customer on the Internet, exclusively the Customer shall be liable for their content. When using the Service, the Service Provider shall not assume any liability for damages caused to the Customer's equipment by computer viruses originating from Internet sites and activated by the Customer. The Service Provider is obliged to cooperate with the authorities based on the invitation of the Media Council pursuant to **Section 5.3.1 of the GTC** to suspend the broadcast of the media services or online press products.
- (9) If suspected criminal action arises in connection with the irregular use of the Service, the Service Provider shall report it to the competent authorities and shall cooperate with the authorities in the course of conducting the corresponding investigations.
- (10) The Customer is obliged to use the Service solely for legitimate purposes, and use only legal (genuine, ensuring the appropriate usage right) software during the use of the Service.
- (11) It is the Customer's obligation and responsibility to ensure that persons within their scope of interests – especially including the Customer's own clients and users – do not use the service for illegal purposes. Furthermore, the Customer is obliged to set the rules of conduct specified herein in the contracts entered into with the clients. In the event of irregular use by persons within the scope of the Customer's interests, the Service Provider shall act in the same way as if the irregular use was committed by the Customer.
- (12) Any use for a reason other than the intended purpose shall include, but is not limited to:
- a.) Illegal use:** The Service may not be used to forward any material (via email, by upload or otherwise), that violates any law or legal provision. Such activity includes, in particular, uploading illegal copies of software to the Service Provider's news server and distribution of such software from the Subscribers website.
  - b.) Offense to minors:** It is forbidden to store, forward, or use in any way any content that results in physical, mental or moral injury of minors, or is suitable for the same, especially including child pornography.
  - c.) Sending unsolicited advertisements, commercial e-mails / arbitrary mass e-mail (SPAM):** It is forbidden to use the Service to transfer any unsolicited advertisements, commercial or other mass e-mails.
  - d.) Unauthorized access:** The Service provided by the Service Provider may not be used for unauthorized access to other users, or to attempt the same. Furthermore, it is not permitted to use the service provided by the Service Provider to allow (or to attempt to allow) access for other users to hack the security of the Service Provider's electronic communication system or telecommunications system or another person, computer, software or hardware, irrespective of whether the intrusion resulted in damage to or loss of data.
  - e.) Infringement of copyright, patent, trademark, confidential business information or intellectual property right:** The user may not use the service to transfer any material (by e-mail, uploading or in any other way) that results in the infringement of any patent, trademark, confidential business information, intellectual property, the rights of any third party or rights related to intellectual works connected with other persons, with special regard to unauthorized copies of material protected by copyright, digitization and distribution of photos taken from magazines, books or other sources protected by copyright and unauthorized transfer of software protected by copyright.
  - f.) Collection of personal data:** It is not permitted to use the Service Provider's service for illegitimate collection (or an attempt to do so) of third parties' personal data.



**g.) Causing disturbance in the network or hostile activity:** The user may not use the service for any activity that can have an impact on use of the internet service by other users or systems. Such activity includes in particular DOS (Denial of Service) and DDOS (Distributed Denial of Service) attacks against other network hosts or individual users, as well as disturbance or hindrance of other network users, services or equipment. The Customer shall be liable for safely configuring its own network. The Customer may not allow, through any activity or failure to conduct any activity, others to use its network illegally or incorrectly. The Customer may not allow, through any activity or failure to conduct any activity, its own system to be configured in such a way that enables any third party to use it illegally or incorrectly. The Service Provider will not tolerate the attempt of any Customer to allow access the Internet access to others to hack the security of other systems irrespective of whether such intrusion resulted in damage or loss of data. If the Customer is not aware of such activity carried out on its equipment, it will not release the Customer from liability and the service will be suspended until the illegal conduct is remedied.

(13) The following, following behaviours are considered in particular, but not exclusively improper use when using the applications available with the Service:

**a.) Distribution of Viruses and Malicious Software:** The intentional distribution of any software that causes and / or seeks to cause harm, harassment, or inconvenience to other persons, data, and / or computer systems.

**b.) Threats:** Use of the Service to transmit any material (by e-mail, upload, or in any other manner) that threatens bodily harm or threatens or incites, incites hatred against any group in society. This form of behaviour involves communicating with others with the intent of planning anti-social activity.

**c.) Harassment:** The use of the service to transmit material (by e-mail, upload, or in any other way) that harasses another Customer or another member of society.

**d.) Harm to minors:** Using the service to cause or attempt to harm a minor, including in particular child pornography or sexual assault, may result in a criminal report.

**e.) Deception:** Includes intentional deception or misleading statements, written materials, or activities intended to cause the recipient to act on such statements, written materials, or activities.

**f.) Fraudulent activity:** Using the service of the Service Provider to make fraudulent offers in connection with the sale or purchase of products, items or services, or to promote any financial fraud, such as "pyramid games" or other chain games.

**g.) Counterfeiting and impersonation:** Impersonation, removal or alteration of network identification headers and information with a misleading or deceptive intent, or impersonation of a person with a false header or other identifying information.

**h.) Email / News:** Malicious intent to prevent the use of another Customer's e-mail service or news media.

**i.) Email / Message Forgery:** Forgery, in whole or in part, of the message header of any electronic mail sent from or through the Service.

**j.) Sending Unsolicited Advertisements, Commercial Email / Arbitrary Mass Email (SPAM):** Use of the Service to transmit any unsolicited advertisements, commercial or other mass email.

**k.) Use of USENET SPAM:** Posting messages or advertisements that violate the rules and regulations and violate the rules of any newsgroup or mailing list. Commercial messages that are acceptable to the rules of the newsgroup or mailing list, or requested by the recipient, are allowed.

**l.) Infringement of Copyright, Patent, Trademark, Trade Secret, or Intellectual Property:** Use of the Service to transmit any material (by e-mail, upload, or any other means) that is a patent, trademark, trade secret, intellectual property, or infringe the property or personal rights of any other third party to intellectual property, in particular the unauthorized copying of copyrighted material, the digitization and distribution of works from magazines, books or other copyrighted sources. unauthorized transfer of proprietary software.

**m.) Collection of personal data:** Use of the Service Provider's service to collect or attempt to collect the personal data of a third party without the knowledge and consent of the third party. Any Customer who violates the above provision will be notified to the appropriate authority.

### 13.3 Obligations concerning the Service Provider's terminal equipment and other electronic communications equipment given to the Customer

- (1) Detailed conditions of connecting Subscriber terminal equipment are contained in **Section 4.3 of the GTC**.
- (2) If the Network terminal equipment and/or the Subscriber terminal equipment (e.g., telephone set, router) is provided by the Service Provider, then the equipment is owned by the Service Provider. When handing over the terminal equipment, the Service Provider may ask for a deposit, the amount of which is equal to the compensation fee determined in the tariff table. Using this deposit, the Service Provider is entitled to deduct the amount of any damage potentially suffered by the Service Provider, if the above equipment is damaged or lost – including the reasonable costs of repairing the damaged equipment – as well as to fix the damage. The deposit shall be reimbursed if the underlying subscriber contract is terminated and the Customer returns the devices granted by the Service Provider in perfect condition – except for depreciation caused by normal wear and tear in the course of regular use.

(3) If no deposit is paid by the Customer, the Customer acknowledges that after the Contract is terminated the Service Provider will be entitled to take back the equipment necessary for the using the service granted free of charge by the Service Provider, in which case the Customer will be obliged to return the equipment immediately, fully and in a condition suitable for regular operation. If the Customer fails to comply with this obligation, the damage suffered by the Service Provider will have to be compensated by the Customer.

(4) Configuration of the device(s) necessary for the using the Service (including relocation within the building and also wiring) may not be altered by the Customer. The Service Provider shall not assume liability for potential damage or service outage caused by the modifications performed by the Customer. For the restoration of the Service, the Service Provider is entitled to charge the arising additional costs to the Customer.

### 13.3.1 Handover, delivery and acceptance of Devices and Terminal equipment

(1) The Parties shall make a record of the handover of the Devices and Terminal equipment to the Customer's use in a **handover-acceptance protocol**. From this date, the risk of damage shall solely be borne by the Customer. The Service Provider is entitled to charge to the Customer additional costs (such as repeated delivery and commissioning) related to the equipment not accepted by the Customer for any reason attributable to the Customer, in the course of establishing the contracted Service.

(2) If the Device is delivered to the Customer by the Service Provider through courier service to the delivery address specified by the Customer in the Contract and the first attempt on delivery is unsuccessful, the courier service shall make **two (2) additional attempts** to deliver the Device. The Customer will receive an email message on the expected time of delivery to the email address they provide.

(3) If the device cannot be delivered to the Customer on the second attempt due to a reason attributable to the Customer, then the Contract shall become void and the Customer will be obliged to pay a penalty to the Service Provider for failure of the Contract as determined therein.

(4) The device can be accepted by the Customer or its trustee upon verifying his/her personal identity and the eligibility as trustee. For delivery by courier service – if the Device is accepted by the authorized person – the authorized party is obliged to present to the courier the authorization in the form of private or public document of full probative value. In the lack of the proper authorization, delivery of the Device can be refused.

(5) Upon delivery, the receiving person is identified and his/her ID number and authorization title are recorded; the receiving party must sign a copy of the **delivery document**. One copy of the delivery document shall remain with the Customer, the second one with the Service Provider.

### 13.3.2 Removal of Device or terminal equipment

(1) If, due to the termination of the Contract or for any other reason, the equipment or device necessary for the use of the Service (e.g. modem, ONT, mobile device, leased device, router, switch, outdoor and indoor units, cabling) has to be uninstalled, the Customer is obliged to return the equipment to the Service Provider with all accessories, preferably in the original packaging and in an undamaged condition suitable for regular use immediately, but not later than within **30 days**, and/or to make removal of the equipment possible.

(2) The Customer may return the device(s) in person to the Service Provider's premises, or post at his own expense to the address of the customer service.

(3) Based on the preliminary coordination with the Customer, the Service Provider shall carry out the uninstallation of the devices if it is a leased line or other data transmission service, ISDN30 and PBX telephone service, as well as Services established over optical or microwave radio access.

(4) If the Customer fails to comply with these obligations, or if the device is damaged, destroyed or lost, the Service Provider will be entitled to charge a compensation fee determined in **Annex 2 of the GTC** or in the Contract, or in the lack thereof the Service Provider will be entitled to transfer its certified damage costs to the Customer (e.g., replacement costs of the device or equipment with similar functionality).

(5) If equipment leased or given to the Customer to provide the Service becomes lost, stolen, destroyed or useless through the Customer's fault, or if it is damaged due to irregular use, this shall be reported to the Service Provider. In the event of damage compensation responsibility for the reasons detailed in this section, the Customer – in addition to the penalty – will also be obliged to compensate for the Service Provider's damage, with respect to the provisions set forth in **Section 6.187 (3) of the Civil Code**.

### 13.3.3 Use of SIM Cards

(1) The subscriber (SIM) card transferred to the Customer for use is the property of Telenor Magyarország Zrt. cooperating with the Service Provider, so the ownership of the card must not be transferred.

(2) The Customer is obliged to use the subscriber (SIM) card for its intended purpose only, solely in mobile devices with a compliance certificate meeting the effective standards and legal provisions.

(3) If the SIM card is stolen or lost by the Customer, he/she must act as detailed in **Section 5.1.4 of the GTC**. Following the notification by the Customer, the Service Provider immediately blocks the SIM card. The Customer shall not be responsible for the usage fee of services requested after the block was activated. Blocking the SIM card will interrupt the data use or phone call in progress.

(4) If the Customer makes any alteration to the SIM card transferred to him for use, thus affecting the quality of the Service or otherwise causing damage to the Service Provider, the Service Provider shall consider such action as a breach of Contract and will become entitled to immediately restrict the Service, and – if the Customer fails to cease irregular use of the SIM card within **24 hours** following the Service Provider's warning – to terminate the Contract pursuant to **Section 12.3 of the GTC** by extraordinary termination.

(5) If the SIM card fails, gets damaged or becomes unsuitable for regular and operational use for reasons attributable to the Customer, the Service Provider is not obliged to repair or replace the card. Should the Customer's behaviour also cause damage, then the Service Provider will be entitled to enforce its damage claim against the Customer.

#### **13.3.4 Obligations related to mobile devices**

(1) The Customer may use only mobile devices with the appropriate authority permit or with a compliance certificate. If the Customer fails to do so, thus affecting the quality of the Service or otherwise causing damage to the Service Provider, the Service Provider shall consider such conduct as a breach of Contract and will become entitled to immediately restrict the Service, and – if the Customer fails to stop violating the above obligations within **24 hours** following the Service Provider's warning – to terminate the Contract with a **15-day** notice by extraordinary termination.

(2) The Customer may not alter the IMEI number of the mobile device, and at the same time he/she acknowledges that doing so is considered a prohibited acquisition of data and a criminal action against the IT system pursuant to **Section 423 of the Penal Code** and bypasses technical measures ensuring the protection of information system, pursuant to **Section 424 of the Penal Code**.

(3) From the supplementary devices increasing the radio broadcasting performance, the Customer may only use those equipped with a compliance certificate pursuant to the prevailing Hungarian standards and legal provisions, and the use of which has been approved by the Service Provider.

#### **13.4 Providing or reporting a change of data**

(1) The Customer is obliged to report any change to the data contained in the Individual Agreement to the Service Provider in writing within **15 days**. If the failure to report the change of data causes damage, or adversely affects the Service Provider, this may serve as basis for termination of the Contract by the Service Provider and the Customer will also be responsible for such damages pursuant to the general rules of civil law.

(2) In the event of a company name change, the Customer may certify this with a copy of the Customer's Deed of Association as received by the registry court or other authority responsible for registering the organization.

(3) If the organizational or corporate structure is also changed (e.g., an Ltd. is transformed into Plc.), then it shall not be considered as a simple name change, but a change to the Customer's person, which qualifies as a takeover.