

**Yettel Hungary Ltd.  
General Terms and Conditions**

**for postpaid mobile radio telephony and mobile internet services provided to business subscribers**

**(Not applicable when using the services included in Annex 3 of the Residential General Terms and Conditions)**

**Effective from: 27/11/2022  
Date of document: 13/10/2022**

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## 1. General data and contact information

### 1. Name and address of the Operator

Name of Operator: Yettel Hungary Private Limited Company (Yettel Magyarország Zártkörűen Működő Részvénytársaság, registered address: H-2045 Törökbálint, Pannon út 1; registered with the Court of Registration of the Budapest Environs Regional Court under company registration number 13-10-040409, website: [www.yettel.hu](http://www.yettel.hu), hereinafter: **Yettel** or **Operator**).

## 2. Business subscription legal relationship; description of the Service

### 2.1 Structure of the Subscription Contract

The legal relationship between the Parties is governed by the General Terms and Conditions for postpaid mobile radio telephony and mobile internet services provided to business subscribers (**BGTC**) as well as the individual subscription contract (**ISC** or **Individual Subscription Contract**) representing an individual agreement between the parties for the use of specific Services and its annexes (the BGTC and the ISC are hereinafter jointly referred to as the **Subscription Contract**).

The BGTC are comprised of the following parts:

- Core Text
- Annex 1: Tariff Schedule (one-off fees and list prices)
- Annex 2: Data Processing Information (Annex 2 to the current Residential General Terms and Conditions)

The ISC is comprised of the following parts:

- Master agreement for services used by the Subscriber
- Annex 1: Commercial offer for the relevant Service
- Annex 2: Contact Persons
- Annex 3: List of beneficiaries
- Other annexes: separate annexes containing terms and conditions for various services
- Annexes on call numbers setting out specific terms and conditions for each call number.

In matters not regulated by the Individual Subscription Contract, or in supplementation thereto, the provisions of these Business General Terms and Conditions shall apply. In the event of any conflict between the BGTC and the ISC, the provisions of the ISC shall prevail. In the event of a discrepancy between the provisions of the annex on call numbers and the other provisions of the ISC, the provisions of the annex on call numbers shall prevail.

For issues not regulated in the Subscription Contract, the provisions of Act V of 2013 on the Civil Code ("**Civil Code**"), Act C of 2003 on Electronic Communications ("**Electronic Communications Act**") and Decrees issued by the National Media and Infocommunications Authority on the basis of the Electronic Communications Act (including, in particular, Decree 22/2020 (XII.21.) of the National Media and Infocommunications Authority on the detailed rules of subscription contracts in the field of electronic communications ("**Subscription Agreement Decree**")) shall apply. In the event of a contrary provision, the provisions of the Subscription Contract shall prevail.

### 2.2 Abbreviations

**Electronic Communications Service Quality Decree** Decree No. 13/2011 (XII. 27.) of the National Media and Infocommunications Authority

**TSM Regulation** Regulation (EU) 2015/2120 of the European Parliament and of the Council of 25 November 2015 laying down measures concerning open internet access

## 2.3 Personal scope and term of the BGTC:

2.3.1 The BGTC cover so-called "business subscribers". Business subscriber means any person or entity that not considered an individual subscriber ("Subscriber").

Upon concluding the Subscription Contract, the Subscriber must state whether it is:

- a) a micro- or small business under Act XXXIV of 2004 on Small and Medium-Sized Businesses and the Support of Their Development; or
- b) a public-benefit entity under Section 32(1) of Act CLXXV of 2011 on Freedom of Association, Public-Benefit Status and the Operation and Support of Civil Society Organisations.

Yettel and the Subscriber may agree to derogate from the BGTC, and the provisions on subscription contracts set out in the Electronic Communications Act and the Subscription Agreement Decree, with the exception of the following legal provisions:

Sections 127(1), (2)-(2c), (4d), 128(1), 128/A, 129(2)-(2c), 132(3)-(6), 134(1a), (3)-(5), (8), (9), (12), (15), (18), 138(7) and (10), 139, 140(3) first phrase, 141(1) and (2), 142(1), 143(1)-(2), 144(11), 145, 148 and 150 of the Electronic Communications Act and Sections 15(2), 15(8), 19, 21(5), 30, 31(3)-(4), 32 and 33 of the Subscription Agreement Decree.

The Subscriber is required to notify Yettel about any changes to the details of the Subscriber included in the Subscription Contract. Any damage or loss arising from the failure to comply with this notification obligation will be borne by the Subscriber.

2.3.2 The effective BGTC will only be applicable to Subscribers concluding new Subscription Contracts after **23/04/2019**, except where expressly agreed otherwise by Yettel and the Subscriber. They will not apply to subscription contracts that were already effective when the BGTC initially entered into force (23/04/2019). In the case of small business subscribers - Section 2.3.1(a), (b) - these BGTC apply only to contracts concluded after ... November 2022.

### 2.3.3 Contact details for the Operator's Customer Service and Error Reporting, communication

The contact details for Yettel's call centre and electronic customer service and, if Yettel provides a dedicated Account Manager to the Subscriber, the name and contact details of the Account Manager is included in the ISC.

The person designated and authorised as a contact person by the Subscriber is entitled to act on behalf of the Subscriber. If the contact person is no longer authorised to act on behalf of the Subscriber, the Subscriber will immediately inform Yettel thereof. Until such notice, the Subscriber will be held fully liable for the acts of their former contact person. Notices sent by the to the contact persons will be regarded as official notification.

## 2.4 The service provided by Yettel

Yettel provides public electronic communications services. The Subscription Contract is concluded with the Subscriber for the provision and use of comprehensive mobile electronic communications subscription services (hereinafter "Service").

Yettel agrees to start providing the Service within 30 days of the conclusion of the Subscription Contract upon the Subscriber's relevant declaration of acceptance or, for existing Subscribers, as of the next invoice closing, provided that the period until invoice closing is not shorter than 10 business days.

Yettel reserves the right to use the Services of another independent Operator chosen by Yettel in order to provide any part of its Service, even without the prior consent of the Subscriber.

The types of services provided by Yettel are as follows:

### ***Basic Services***

Within the framework of the Basic Service, Yettel will provide access to the landline networks, mobile radio telephone networks of other telecommunications operators with which it has a network contract in place.

### ***Supplementary Services***

In addition to basic services, the Subscriber may use so-called "supplementary services" related to basic services.

Yettel reserves the right to terminate the provision of supplementary services upon timely and proper prior notification of its Subscribers. In addition, if the Subscriber does not actively use the supplementary service they ordered for 3 months - or for a different period specified regarding the service in question - then Yettel may delete such service from the Subscriber's subscription.

**SERVICE PROVIDING A TRAFFIC QUOTA OR DISCOUNT** means an additional service for the tariff or tariff package which is provided for a specific period of use for a specific additional fee:

(I) it provides additional traffic amount over and above the content included in the tariff or tariff package, in particular, minutes, SMS or mobile internet data amounts (e.g. Yettel Portable Corporate Internet 5 GB) that can be used for - domestical, roaming or international - calls; or

(II) it provides a quantitative or percentage discount (e.g. International minutes discount Zones 1-6) on the specified traffic fees (in particular, per unit fees for making or receiving calls, SMS, mobile internet data) according to the terms and conditions set out in the description of the service.

### ***Intermediated Services***

The BGTC also cover intermediated services provided to the Subscriber, which are services purchased by Yettel in its own name but fully or partly sold (invoiced) to the Business Subscriber in an unchanged form under these BGTC. Yettel will fully or partly provide the purchased service in accordance with the relevant laws or this BGTC as an intermediary in a way that the possibility of intermediating the product or Service must be included in the contract with the Subscriber and the fact that it is an intermediated service must be shown in the invoice. The purchase price of the intermediated service will be collected from the Subscriber by Yettel against an invoice for services to be paid in arrears. The current list of intermediated services and the applicable detailed rules are included in the Tariff Schedule or the ISC.

## **2.5 Defective performance, troubleshooting**

The Subscriber may report problems related to the Service using the contact details provided in the ISC under the same conditions applicable to customer service contact information. If an error is reported late or is not reported, Yettel will not bear any responsibility for any damage caused and/or for the costs of the Subscriber.

Yettel will record the conversation, confirm the error report to the Subscriber, and keep records of the error reports.

If the investigation or the troubleshooting procedure is only possible on site, that is, on the Subscriber's premises, and the Subscriber does not accept the date and time proposed by Yettel, the deadline for fixing the error is extended by the period between the recommended date and time and the new date and time agreed in advance by the Subscriber.

If Yettel and the Subscriber agree on the date and time of the examination or troubleshooting and the error cannot be fixed at that time for a reason outside Yettel's control, the time lapsed between time at which fixing the error was not possible for a reason outside Yettel's control and the new date and

time the parties agree on at Yettel's request, at which time fixing the error is possible will not be calculated towards the deadline for fixing the error.

When the error has been corrected, Yettel will notify the Subscriber thereof without delay but within 24 hours at the latest. Yettel may also do so as part of the error report or the on-site troubleshooting procedure.

The error will not be deemed corrected if the Subscriber reports again the same error specified in the original error report within 72 hours from the date and time the operator notifies the Subscriber that the error has been fixed, or, in the absence of such notification, from the date and time the error has been fixed. In this case, the deadline for fixing the error is extended by the period between the date and time the operator notifies the Subscriber that the error has been fixed - or, in the absence of such notification, the date and time the error has been fixed - and the date and time the Subscriber repeatedly notifies the Operator of the error.

The Operator uses the conversion factor 1024 to convert the data amounts of the subscription services.

## 2.6 The target values of the service quality requirements relating to the subscription service voluntarily undertaken by the Operator or specified in the Electronic Communications Service Quality Decree

### ESTIMATED MAXIMUM DOWNLOAD AND UPLOAD SPEEDS SPECIFIED FOR MOBILE INTERNET SERVICE

#### **Definition of the quality parameter:**

**Estimated maximum speeds:** for mobile internet access service, the download and upload speeds agreed by Yettel in the subscription contract, providing an indication to the Subscriber as to the highest speeds actually attainable in the Yettel service area.

The following table contains the estimated maximum speeds provided by Yettel, broken down by technology.

Data transmission technology designation	Estimated maximum download speed	Estimated maximum upload speed
2G	100 kbps	32 kbps
3G	10 Mbps	2 Mbps
4G	300 Mbps	60 Mbps

In the ISC, pursuant to Section 2(4) point 12 of National Media and Infocommunications Authority Decree No. 13/2011 (XII. 27.) NMHH on the quality requirements of electronic communications services relating to the protection of subscribers and users and the authenticity of pricing (hereinafter: Electronic Communications Service Quality Decree) providing for a derogation, the Parties agree not to apply Electronic Communications Service Quality Decree Sections 3-12 (substantive and formal requirements for the publication of target values, the definition of other specific and network quality-of-service target values and related obligations), with the exception of Electronic Communications Service Quality Decree Sections 7(2)-(3) containing the obligation to establish estimated maximum speeds and Electronic Communications Service Quality Decree Sections 12(4)-(5) including provisions for the coverage map, all applicable to business subscribers.

If a quality target value other than, or established otherwise than, estimated maximum speeds is specified for a service or tariff package (e.g., due to the type of the service), the Parties will derogate from the aforementioned rules of the Electronic Communications Service Quality Decree requiring the establishment of estimated maximum speeds by applying this other or otherwise established quality target value.

## 2.7 Transparency measures to ensure open internet access

If the Subscription Contract includes the provision of mobile internet access service, Yettel will provide such service in accordance with the following explanations and information to ensure the transparency of services as provided for in Article 4 of the TSM Regulation:

### *2.7.1 How traffic management measures impact on the quality of internet access service, the privacy of users and the protection of their personal data*

Yettel reserves the right to implement, in accordance with Article 3 (3) of the TSM Regulation, reasonable and proportionate traffic management measures without discriminating between different types of data traffic that may have a negative impact on quality of service in order to maintain the integrity and security of its network, the services provided through such network and the terminal equipment of users.

In accordance with the detailed rules set out in Section 3.5.2 below, in order to prevent network congestion or mitigate its impact, Yettel reserves the right to temporarily reduce the quality of the service it provides (e.g. the data transmission rate, particularly) to the extent and for such period as is necessary to prevent network congestion or mitigate its impact.

This measure, however, may not have any adverse effect on the privacy of users and the protection of their personal data and traffic management and, as a result, the possibility of transmitting data traffic at a reduced quality may not lead to a lower level of network security and data protection regarding the data sent and received.

### *2.7.2 How any volume limitation, speed and other quality-of-service parameters may in practice have an impact on mobile internet service, particularly on the use of content and applications*

The detailed terms and conditions for the service and rate plan used by the Subscriber determine whether data traffic is available to the Subscriber up to a specific volume or without any limitation and, if relevant, whether the service is accessible after using up the data quota (e.g. specific over-limit fees apply, speeds are reduced, or data traffic is blocked).

Speeds and other quality-of-service parameters affect the response time experienced by the Subscriber when transmitting data traffic, the completion of data download and upload, the functioning and responsiveness of the software and applications used and the process of retrieved content being loaded, thereby making the required services or content unavailable or not available at the expected quality with certain types of services or rate plans.

### *2.7.3 How the optimised services used by the Subscriber through Yettel have an impact on the internet access service available to that Subscriber in practice*

With the exception of voice calls through VoLTE technology, Yettel does not provide any optimised services based on specific content, applications, services or a combination of these other than internet access services by enabling the Subscriber to use such services in conjunction, and simultaneously, with their subscription for mobile internet service (through its call number); therefore, such services will not be to the detriment of the availability or general quality of the mobile internet service available to the end-user.

Similarly, voice calls through VoLTE technology will not be to the detriment of the availability or general quality of the mobile internet service.

### *2.7.4 An explanation of the estimated maximum and advertised download and upload speeds in the case of the mobile network, and how significant deviations from the advertised download and upload speeds could impact the user's rights*

Yettel specifies the estimated maximum speed applicable to mobile internet service for each network technology as described in the Section above, with the availability of such speeds being subject to the availability of the network technology providing the service at the given location, the availability of

devices (e.g. subscriber terminal equipment operational on the relevant radio network technology, suitable SIM card) supporting the technology and the network load at the given moment.

If the speeds specified here and advertised significantly differ from those available through the service provided, this does not have the effect of limiting the Subscriber's right to access and distribute information and content, use and provide applications and services of the Subscriber's choice, and use terminal equipment of their choice; Yettel does not impose such limitations in order to restore quality.

*2.7.5 An explanation of the remedies available to the Subscriber in the event of any continuous or regularly recurring discrepancy between the actual performance of the mobile internet service regarding speed or other quality-of-service parameters and the indicated performance*

If there is continuous or regularly recurring discrepancy between the actual performance of the service and the performance agreed in the Subscription Contract regarding speed or any other quality-of-service parameter, the Subscriber may submit an error report under these BGTC; however, with a view to specific characteristics of and geographical differences in mobile technology and current network load, any non-compliance with the quality-of-service requirement for estimated maximum speeds will not constitute defective service performance and therefore Yettel will not incur any penalty payment obligation in such cases [Section of 7(3) NMIA Decree 13/2011 (XII.27.)].

**2.8 Information on access to emergency services and to emergency service stations, including in particular the use of the emergency call service, the provision of access to data necessary for the location of the emergency caller and any limitations thereof; and information that, in the event of an emergency call, data relating to the identification and location of the emergency caller will be transmitted to the competent emergency service station as a result of legal requirements, even if the subscriber has stipulated otherwise**

Yettel shall allow the Subscribers or users of its Service to dial the emergency services free of charge (including 112, the standard EU emergency number, as well as the emergency service stations.). For the purpose of responding to emergency calls, Yettel shall make available (in accordance with the rules of the relevant laws) to the emergency services and to the emergency service stations the caller ID and positioning data even if the caller's consent regarding the processing of such data is missing or revoked and even if the given person has disabled the display of the caller ID.

If the operating system of the Subscriber's mobile phone allows, in the case of a voice call to the 112 emergency call number, the data for the more accurate determination of the location of the user of the device is automatically transmitted at the same time. In such cases, the location data determined by the positioning system built into the device is sent by SMS to the emergency services and emergency service stations. Sending such SMS is free of charge in the country, and is performed in the background by the device's operating system (it cannot be called up by the user via the messaging application). Under certain circumstances (e.g. lack of GPS signal, low battery), data transmission cannot be guaranteed. Yettel will allow the Subscriber to make emergency calls from within the coverage (coverage) area even if the Service is limited or its level is reduced.

Yettel will allow the emergency number 112 to be dialled without a SIM card inserted into the mobile handset or without eSIM activation.

Yettel does not provide a number-independent interpersonal communications service.

### **3. Terms of and restrictions on using the Service**

#### **3.1 Geographical area where the Service is available**

Yettel provides the Service exclusively in Hungary, on the coverage area at all times.

Outside its effective coverage area, Yettel provides the Subscriber with an opportunity to use the networks of foreign radio telephone network operators through Roaming Agreements made with such operators. The terms of using this Service and the applicable fees are included and published in the

Tariff Schedule. Yettel will inform the Subscribers of any new Roaming Agreements made with foreign network operators or of the suspension of such contracts through its website.

### **3.2 Passing on to third parties**

The Subscriber may only pass on or make available in any other manner the Services used by the Subscriber in their own name and the SIM or eSIM cards provided with the subscription to a third party if approved by Yettel in writing, with the exception of any beneficiaries specified in the ISC, or if the Parties expressly agree in the individual service contract on a type of service with an essential feature that enables the Subscriber to make the subscriptions available for use by third-party beneficiaries without any prior written consent. Failure to comply will constitute a material breach of contract.

### **3.3 Devices required to use the service**

#### *Information on SIM cards and eSIMs*

Services provided by Yettel can be used with SIM cards or eSIMs fitted in specific devices, so-called "terminal equipment" (e.g. mobile telephone handset, tablet). Yettel will provide the Subscriber with a SIM card or eSIM that contains the data necessary for the network to identify the Subscriber. The SIM card or eSIM is owned by Yettel and its ownership may not be transferred by the Subscriber.

If the Subscriber's SIM card or eSIM develops a fault or becomes unserviceable due to a reason the Subscriber is not liable for, Yettel will replace it free of charge.

Otherwise, at the Subscriber's request and against a certain extra fee, Yettel will provide a new SIM card or eSIM to the Subscriber, as long as they have no outstanding debt.

If the SIM card or eSIM is stolen, or lost by the Subscriber, Yettel will disable the SIM card or eSIM immediately after being notified by the Subscriber. The Subscriber is not liable for the usage fees of Services that were initiated after the request for disabling had been made. A call in progress will be interrupted when the SIM card or eSIM is disabled.

If the Subscriber temporarily allows another person to use the SIM card or eSIM, the Subscriber will remain responsible for the obligations arising out of the Subscription Contract and will be liable for any damage arising out of the transfer of use regardless of whether the damage is imputable to the Subscriber.

If the Subscriber tampers with the SIM card or eSIM handed over to the Subscriber and this affects Service quality or otherwise causes damage to Yettel, Yettel shall consider this a breach of the Subscription Contract and reserve the right to restrict the Service and, if the Subscriber fails to discontinue improper use of the SIM card or eSIM upon being instructed by Yettel to do so and warned about the possible legal consequences, Yettel reserves the right to terminate the Subscription Contract with a 15-day notice period and claim compensation from the Subscriber for any losses.

If the SIM card or eSIM develops a fault, is damaged or is no longer operative or fit for proper use due to a reason attributable to the Subscriber or due to a reason within the Subscriber's scope of interest, Yettel will not be required to repair or replace the SIM card or eSIM. If the Subscriber's conduct causes damage, Yettel reserves the right to claim damages from the Subscriber.

#### *Restrictions on terminal equipment*

If the Subscriber uses the SIM card or eSIM through a telecommunication terminal equipment connecting to the network through a radio exchange interface, the Subscriber will be required to notify Yettel thereof.

The Subscriber shall be required to use the SIM card or eSIM as intended, and the same may only be used in a radio telephone device for which a declaration of conformity meeting the requirements of the applicable standards and laws is available.



Only a device that is suitable for using the GSM service, meets the effective relevant standards and legal requirements and has a declaration of conformity prescribed therein may be connected to Yettel's network. Yettel reserves the right to ban from the network any handset that does not meet the requirements specified in this Section, that does not work properly or that is stolen.

Unless provided otherwise by the ISC or inferred otherwise from the type of the relevant service described in the offer for the given service, the Subscriber may only use the SIM cards or eSIMs belonging to their subscriptions in a GSM adapter, GSM module or in a device not equipped with its own display screen, speakers, microphone and keyboard with the prior written consent of Yettel. Violation of the prohibition stipulated in this Section will constitute a material breach of contract, and result in an obligation on the part of the Subscriber to pay the penalty set out in the ISC to Yettel.

The Subscriber may only use supplementary equipment improving the performance of the radio transmission that has a declaration of conformity issued in accordance with the relevant laws and standards in Hungary and whose use Yettel allows in advance.

### **3.4 Suspension of the subscription service**

If the Service is suspended, Yettel will suspend both the calls initiated as well as received by the Subscriber.

The Service may be suspended

- by the Operator,
- at the request of the Subscriber,
- in other cases specified by law.

#### **3.4.1 Suspension by the Operator**

Service may be suspended in the following cases:

- a) if the network is remodelled, renovated, replaced or regular maintenance works are carried out on it - provided that the Subscriber is notified 15 days in advance - the duration of the suspension may not exceed 1 day per calendar month;
- b) in the case of an unforeseeable external event or situation that cannot be eliminated (Force Majeure);
- c) in order to protect the defence, security, economic or public security interests of Hungary as regulated by law;
- d) if forced removal, involuntary liquidation, bankruptcy, or voluntary liquidation proceedings are brought against the Subscriber (in which case Yettel reserves the right to require the payment of an advance equal to 12 months' worth of monthly fees for the Service in order to end the suspension).

Yettel will not be liable for any losses caused by the suspension of the Service.

In the event of such suspension, the Subscriber will not be required to pay the monthly fee, with the exception of case a) above.

If the Service is suspended for a reason within Yettel's control (excluding the cases described in point a) above) or if the reason for the suspension is not within either party's scope of interest, the Subscriber will not be required to pay a fee for the period of suspension. If the period of suspension exceeds 48 hours in a particular calendar month, Yettel will be required to refund the subscription fee for the given month. The fee does not need to be refunded if the reason of the suspension is Force Majeure provided that Yettel verifies that it has taken all reasonable measures to eliminate the reason of the suspension before the expiry of the deadline.

Yettel will engage in regular maintenance as described in point a) above as follows:

- Yettel's Service outage affecting the whole country may take place only during the period from midnight to 5 a.m., and the total length of time of such outage may not exceed 1 hour per month and/or 4 hours per year.
- Maximum duration of service outages for maintenance affecting an area may not exceed 1 hour per month.

### **3.4.2 Suspension of the Service at the request of the Subscriber**

The Subscriber may only request the suspension of the Service if the Subscriber's call number is an active number. A call number is an active number if the Services related to it are not suspended or limited in accordance with the rules of the BGTC.

If they pay the one-off fee and the monthly fees specified in the Tariff Schedule, the Subscriber may request the suspension of the Service for a maximum of 6 months during the subscription relationship with Yettel regarding the call number and to request the reactivation of the Service after the suspension. The Subscriber has the right to define a specific date for the restart of the Service (which must be within 6 months from the start of the suspension), or the Subscriber may request the reactivation of the Service at any time during the maximum 6-month period of suspension.

The Subscriber may also request suspension of the Service during their fixed term subscription relationship with Yettel. In this case, the suspension may only be requested once during the fixed term and the duration of the suspension may not exceed 6 months. Also, the term of the Subscription Contract will be automatically extended by the duration of the suspension.

Yettel will notify the Subscriber of the reactivation within 24 hours. Reactivation is not possible if the subscription is limited due to outstanding fees; in this case, the Service will only be reactivated once the debt has been paid.

If the Subscription Service is suspended at the Subscriber's request, the Subscriber will only be required to pay a fee at a reasonable, fair, and reduced rate as specified in the Subscription Contract. The one-off and monthly fees to be paid during the period of suspension are provided for in the Tariff Schedule. Yettel will not charge a fee for reactivation after temporary suspension.

If the period of temporary suspension reaches 6 months and no request is made until the expiry of the 6-month period, Yettel will reactivate the Service automatically. After reactivation, the Subscriber will be required to pay the fees for the rate plan still available and supplementary services ordered before suspension.

### **3.4.3 Temporary suspension requested due to a lost or stolen SIM card or eSIM**

The Subscriber shall be required to notify Yettel if the SIM card or eSIM used by the Subscriber is stolen or lost. If the SIM card or eSIM is stolen, evidence of this must be provided to Yettel by presenting a copy of the report filed with the competent law enforcement authority (police).

In this case, the Service will be suspended from the reporting of the loss or theft until the SIM card or eSIM is found or until a new SIM card or eSIM is activated.

In the case of a fixed term subscription relationship established as a result of Subscriber's loyalty commitment, suspension of the subscription may be requested if the SIM card or eSIM is lost or stolen; however, in this case the Subscriber must arrange for the replacement of the SIM card or eSIM within 14 days. In this case, the term of the legal relationship will not be extended by the term of the suspension.

If the Subscriber has already exercised the right of suspension during the loyalty period and does not request replacement of the SIM card or eSIM within this period, the Subscriber will be required to pay the penalty amount(s) provided for in the relevant declaration which forms a part of the Subscription Contract.

If the Subscriber has not exercised the right of suspension during the loyalty period, SIM card or eSIM replacement or reactivation may be requested within 6 months. In this case, the term of the Subscription Contract is extended by the period of suspension requested on account of the theft or loss of the SIM card or eSIM. If the Subscriber does not request replacement of the SIM card or eSIM or reactivation within 6 months, the Subscriber will be required to pay the penalty amount(s) provided for in the declaration that forms part of the Subscription Contract (e.g. on account of the discounted handset purchase).

If the Subscriber wishes to continue using the Service after it is suspended due to the loss or theft of the SIM card or eSIM, the Subscriber may request replacement of the SIM card or eSIM subject to the payment of the fee set in the current Tariff Schedule or, if the stolen or lost card is found, the Subscriber may request the suspension to be lifted.

### **3.5 Restriction of the subscription service**

Service restriction particularly consists of the restriction of traffic initiated by or terminated at the Subscriber and the reduction of the quality or other characteristics of the Service.

Yettel reserves the right to limit access to the Service in the following cases:

- a) if the Subscriber is obstructing or endangering the normal operation of Yettel's network, particularly if the Subscriber connects to the mobile radio telephone network terminal equipment that does not have a declaration of conformity or an appropriate interface;
- b) if the Subscriber resells the Service to a third party without the consent of Yettel, or uses it for the purposes of network Services;
- c) if the Subscriber has outstanding fees after the time limit (of at least 15 days) specified in a notification on such outstanding fees sent within 8 days from the payment deadline, and if the Subscriber has not provided a security to Yettel to secure the payment of outstanding fees;
- d) if the Postpaid Subscriber's consumption has exceeded the amount available for the Service or the specific upper limit of usage or call, message and/or data amount (high traffic) as specified in the BGTC or the ISC;
- e) if, based on the data and information available to Yettel, it can be presumed that the Subscriber has misled Yettel regarding a key circumstance (such as personal data) for the purpose of gaining access to or using the Service.

In the cases described in paragraphs a)-c) Yettel will inform the Subscriber of the date after which restrictions may apply at least 3 days prior to the earliest date of restriction. In the case defined in paragraph d) a restriction may be applied with a simultaneous notice sent to the Subscriber. Yettel points out to the Subscriber that such restriction may affect the availability and quality of other electronic communications services based on the internet access service.

Yettel provides the following services even when restrictions are applied ("minimum services"):

- Subscriber availability within the area of coverage in Hungary (standard rate calls, receiving SMS and MMS),
- free-of-charge numbers, e.g. emergency numbers, and Yettel Business Customer Service providing access to customer service and error reporting,
- Access to the Yettel website.
- internet access service with speed and quality characteristics that allow for emailing and using electronic administration services at the least (minimum service-level internet access service).

While the Service is subject to restriction, Yettel will charge a fee in proportion to the service provided, as specified in the Tariff Schedule.

Yettel will provide the Service within 72 hours (reactivation) if the reason for the restriction has ceased to exist and Yettel is duly notified of this. Yettel will charge the reactivation fee specified in the Tariff Schedule.

### 3.5.1 Hindrance and threat to network operation

In line with Section 155(3) of the Electronic Communications Act, Yettel reserves the right to limit the services it provides as follows:

- Yettel reserves the right to limit access to the *electronic mail service* and abstain from delivering outgoing messages if, contingent on the traffic data it manages, it can be concluded that from the Subscriber's endpoint such an unusually large amount of electronic mail is being sent (as compared to regular user activity) that
  - a) by law may not be delivered to the recipient or recipients according to the third-party information received by Yettel;
  - b) may limit or block the operation of the systems run by Yettel, by another operator providing e-mailing Services or by the recipient.
- Yettel reserves the right to limit the use of the *Internet access Service* if, on the basis of the traffic data it manages, it can be concluded that from the Subscriber's endpoint such an unusual quantity of electronic mail or other data (unsolicited mail or messages, i.e. spam, particularly) is being sent (as compared to normal user activity) that may limit or block the operation of the systems run by Yettel or by the recipient.

### 3.5.2 Preventing or reducing the impact of network congestion

Yettel reserves the right to temporarily reduce the quality of the mobile internet service it provides (e.g. the data transmission rate) when this is justified to prevent any upcoming network congestion or reduce the impact of an exceptional or temporary congestion. Network congestion may arise in cases where subscribers' service demand exceeds network capacities available at that time.

In these cases, irrespective of the types of mobile internet services or applications used, the quality of the mobile internet service will temporarily be reduced to the extent and for such time as is necessary to prevent or reduce the impact of network congestion.

### 3.5.3 Misleading conduct

During the term of the Subscription Contract, Yettel reserves the right to examine whether the Subscriber has misled Yettel regarding a key circumstance for the purpose of concluding the contract or gaining access to the Service. Yettel may carry out this examination by engaging third parties and may request the Subscriber to disclose the necessary information or submit documents verifying the necessary information (hereinafter "investigation").

Based on the results of the examination of the aforementioned types of subscriptions, Yettel reserves the right to require the Subscriber to provide financial security - advance payment (bank guarantee in the case of a Business Subscriber under a separate agreement), guarantee or assignment - or submit verification documents to be able to use the Service. If the Subscriber fails to provide security in spite of the warning, Yettel reserves the right to limit the Service in relation to all call numbers of the Subscriber until the provision of the required security. If the data disclosed by the Subscriber in the contract prove to be incorrect, the Service will be limited until the required information is disclosed and verification documents are submitted. Yettel will inform the Subscriber of such limitation.

Yettel will not be liable for any losses caused by the restriction of the Service.

### 3.5.4 Restriction due to overdue debts

If the Subscriber fails to pay the amount shown on the invoice by the due date of the invoice or if the Subscriber fails to show evidence that the Subscriber has taken all the measures required for transferring the amount (Late payment of the fee or failure to pay the fee), Yettel will send a letter of demand to the Subscriber to the permanent or registered address specified in the Subscription Contract, or to a contact address suitable for contact-keeping. In this letter, Yettel will call upon the Subscriber to meet the payment obligation within the specified deadline.

If the Subscriber has outstanding fees after the deadline specified in a notification on such outstanding fees, and the Subscriber has not provided security for Yettel's benefit to secure the payment of outstanding fees as set out in the BGTC, Yettel will limit access to all Services defined in the ISC.

### **3.6 The instances and conditions of the suspension of the subscription service**

#### *Suspension due to unpaid fees*

If the Service is limited for a period exceeding 15 days and Yettel does not exercise its termination right for outstanding invoices, Yettel may suspend the Service for a maximum of 6 months. Yettel will not charge a fee during temporary suspension of the Service. Where the grounds for temporary Service suspension persist, Yettel may terminate the Subscriber Contract subject a 15-day notice period calculated from the last day of the suspension of the Service.

#### *Suspension for misleading conduct*

If, based on the data and information available to Yettel, it can be presumed that the Subscriber has misled Yettel regarding a key circumstance for the purpose of concluding the contract or gaining access to the Service, Yettel reserves the right to terminate the Subscription Contract subject to at least 15 days' notice and suspend the Service for this period.

## **4. Term of the Subscription Contract ("loyalty period", "loyalty commitment")**

4.1 The subscription relationship is established for a fixed term. However, if the Subscriber makes additional commitments ("loyalty commitment") for a fixed period ("loyalty period") at the time the subscription relationship is established or during the term of this legal relationship in exchange for a discount provided by Yettel, the Subscriber's legal relationship for that period will be established for a fixed term in accordance with the ISC.

If the Parties thus agree in the ISC, the Subscription Contract will convert to indefinite term after the expiry of the fixed term with the same call number(s), unless at least 60 days prior to the expiry of the fixed term either Party declares that they do not want the Subscription Contract to convert to indefinite term, in which cases the ISC terminates. The Parties may also agree on an extension of the fixed term set out in the ISC, on a new contract or other terms of termination.

The Operator will inform the Subscriber about the expiry of the fixed term (loyalty period) of the Subscriber's contracts and the relevant consequences under the ISC through the invoice(s) sent to the default invoicing address(es).

4.2 Moreover, the Subscriber represents and warrants that, during the entire term of this Contract, they will be willing and able to pay the fees indicated in this Contract and its annexes, along with any other costs arising in connection with the performance of this Contract, and acknowledges that the Operator concludes the Contract with the Subscriber based on the assumption that the Subscriber would fulfil their commitment under this Section throughout the term of the Contract.

## **5. Discounts provided by Yettel**

### **5.1 General provisions for using the discounts, loyalty commitment**

In return for the Subscriber's commitment ("loyalty commitment", Section 4) for a fixed term, Yettel will provide various discounts to the Subscriber. After the expiry of the loyalty commitment period, the new indefinite term contract is performed, -unless set out otherwise by the ISC - on the basis of the lowest monthly fee tariff package and additional service(s) included in the current tariff schedule, at non-discounted rates, of which Yettel will inform the Subscriber in the invoice text notifying the expiry of the loyalty period.

The specific discounts granted by Yettel and the relevant terms (including the minimum use or period requirement of the given discount) is included in the ISC.

- a) If, given the fixed term of the contract, the Subscriber is entitled to use the Services at a discount (i.e. makes a loyalty commitment), the discount will be available if the following general terms and conditions are met:
- the Service is not suspended, restricted, or requested to be suspended by the Subscriber, in part or in full, for a fixed period calculated from the effective date of the Subscription Contract;
  - the Subscriber does not terminate the Subscription Contract or cancel the services contained therein or maintain the services up to a specific monthly limit;
  - the Subscriber initiates no transfer or change of service, or tariff package switch;
  - the Subscriber uses the Service in accordance with the relevant contract within this period;
  - if the Subscriber is granted a discount when purchasing a phone, the Subscriber must comply with the provisions applicable to switches between rate plans as specified in the loyalty agreement or the contract. („tariff loyalty for device discount“);
  - if the Subscriber uses an exclusive device discount, then, subject to the contractual terms applicable to a switch between rate plans, the Subscriber will be required to maintain supplementary services designated in the Tariff Schedule as supplementary services in the amount of the monthly quota specified in the contract (“tariff and service monthly fee loyalty for device discount“);
  - if the Subscriber takes part in a promotion in which a monthly fee discount is provided, switch between rate plans during the term of the monthly fee discount is allowed only as specified in the contract;
  - the Subscriber may not reduce the number of subscriptions during the loyalty period, or only to the extent specified in the ISC, below the limit or minimum traffic amount of traffic committed in the ISC per period.

In a fixed-term ISC undertaken in return for a discount provided by Yettel, the Parties may, depending on the discount and the preferential arrangement, stipulate additional terms in the ISC, or the above terms may be further specified in the ISC.

- b) A device purchased by the Subscriber at a discount price may only be used with Yettel's SIM card or eSIM during the fixed term.
- c) The Subscriber does not have the right to change the handset's IMEI number. The Subscriber acknowledges that changing the IMEI number may constitute a criminal offence.
- d) Unless otherwise agreed by the Parties, Yettel will only agree to the assignment of a Subscription Contract subject to the discount if the Subscriber reimburses Yettel for the discount at the time the assignment is made.
- e) If the SIM card or eSIM and/or device is lost, damaged in a way that prevents proper use, or is unlawfully appropriated, this will not affect the Subscriber's rights and duties arising from the legal relationship. The Subscriber is only authorised to request a suspension without incurring a penalty if the required measures for the replacement and activation of the SIM card or eSIM are taken within 14 days of reporting the event (i.e. the suspension). Otherwise the Subscriber will be required to pay the penalty or penalties specified in the ISC if a device was purchased at a discount price. If the SIM card or eSIM or device is stolen, evidence of this must be provided to Yettel by presenting a copy of the report filed with the competent law enforcement authority (police).
- f) The ISC may include specific rules for switching between rate plans.
- g) If the Subscriber agrees in the ISC to use the Service with a specific number of SIM or eSIM cards during the fixed term or reach this number by a specific point in time and/or reach at least the minimum traffic amount (limit) individually specified by the Parties for each period, but fails to meet these commitments for more than 30 days, Yettel reserves the right to switch the Subscriber's subscriptions to the rate plan with the lowest fees in accordance with the currently effective Tariff Schedule as agreed by the Parties in the ISC. If agreed in the ISC, the Subscriber must also pay a penalty to Yettel for the period remaining from the fixed term (but at least for 12 months); the penalty base will be the agreed number of SIM cards and the amount agreed by the Parties per subscription and/or the agreed traffic amount or any other penalty agreed to by the Parties in the ISC.

## **5.2 General information on instalment purchase**

If the Parties agree on instalment purchase (i.e. the payment of the purchase price of mobile devices in instalments), the applicable terms and conditions will be included in the ISC.

## **6. Termination of the Subscription Contract**

### **6.1 In case of the expiry of the fixed term**

After the expiry of the term set out in the ISC ("loyalty period"), if the Parties have so agreed in the ISC.

### **6.2 Termination by the Operator**

#### **6.2.1 Termination without cause by the Operator**

Yettel will be entitled to terminate the indefinite-term Subscription Contract upon 60 days' notice (termination without cause).

If the Subscriber fails to fulfil the obligations to cooperate, provide information and report changes, Yettel reserves the right to terminate the Subscription Contract without cause.

#### **6.2.2 Termination with immediate effect by the Operator**

##### *6.2.2.1 Failure to pay a fee*

Yettel may terminate the Subscription Contract by giving a notice period specified in the termination notice but no less than 15 days if the Subscriber has failed to pay the fees due after receipt of the second notice informing the Subscriber of the legal consequences (sent at least 15 days after the first notice to this effect).

Yettel may, instead of terminating the contract, request a security or to limit the scope or use of the Services provided. If the Subscriber fails to, within 30 days, cease the cause for the restriction of Services, then such restriction will not exclude termination, insofar as the conditions for termination are still present.

If the Subscriber has the right to take advantage of deferred payment (payment in instalments) for purchases (handsets and accessories particularly) pursuant to a separate agreement with Yettel, and the Subscriber is late with payment, Yettel will be authorised to follow the procedure for non-payment of the Service fee. As a result, Yettel may terminate all of the Subscriber's contracts if the Subscriber fails to pay the debt arising as a result of the purchases in spite of a letter of demand received from Yettel specifying the legal consequences of non-payment.

##### *6.2.2.2 In the event of misleading conduct*

If, based on the data available, it can be presumed that the Subscriber has misled Yettel regarding a key circumstance (such as personal data) for the purpose of concluding the Subscription Contract or gaining access to the Service, Yettel reserves the right to terminate the Subscription Contract with the notice period specified in the termination but at least 15 days, and suspend the Service for this period.

The Parties agree that a violation of the Subscriber's obligations undertaken in Section 4.2 will constitute deception of the Operator.

##### *6.2.2.3 If the grounds for suspension persist unchanged*

If the Service is limited for a period exceeding 15 days and Yettel does not exercise its termination right provided under law, Yettel may suspend the Service for a maximum of 6 months. Yettel may not charge a fee during the temporary suspension of the Service. Where the grounds for temporary Service

suspension persist, Yettel may terminate the subscriber contract subject a 15-day notice period calculated from the last day of the suspension of the Service.

#### *6.2.2.4 Material breach of contract - general cases*

The Parties will consider it a material breach of contract if either Party breaches any of its obligations specified in this Subscription Contract (except for provisions whose violation gives rise to other consequences under this Contract), and fails to remedy such breach of contract by the deadline specified in the notification to remedy the breach of contract or by a deadline that is reasonable under the circumstances. No notification to remedy the breach is required before termination if the breach cannot be remedied due to its nature, if, due to the materiality of the breach, the other Party may no longer be expected to maintain the Contract in effect or if provided so in the BGTC.

In the event of a material breach of contract, Yettel is entitled to terminate the Subscription Contract with termination for cause, which terminates the contract with immediate effect.

The following acts by the Subscriber will particularly constitute a material breach of contract:

- the Subscriber obstructs or endangers the normal operation of Yettel's network and does not cease to do so within 3 days of receipt of the notice informing the Subscriber of the legal consequences of breach of contract;
- even after having received the notice informing them of the legal consequences, the Subscriber does not allow Yettel to make an on-site inspection required for investigating and troubleshooting an error reported to or identified by Yettel;
- the Subscriber uses the Service in an illegal manner or for illegal purposes;
- the Subscriber breaches its confidentiality obligation;
- the Subscriber makes the Service or the discounts available to third persons without authorisation, by breaching the limitation specified in the BGTC or the ISC;
- the Subscriber is the subject of a reorganisation procedure or a voluntary liquidation procedure or an involuntary liquidation procedure based on a final court order;
- the Subscriber agreed in the ISC to maintain a specific number of active subscriptions for a specific period of time or reach this number by a specific date, and fails to reach this number during the period specified in the ISC or falls below this number (limit) for more than 30 days and/or if the Subscriber agreed to reach a traffic final invoice amount and fails to do so in any relevant month. If agreed by the Parties, for such material breach of contract, Yettel will be entitled to apply the legal consequences of material breach without notice;
- the Subscriber fails to actively use all of their subscriptions, regularly connect to the Operator's network or generate regular traffic. Failure of less than 10% of the Subscriber's subscriptions to generate traffic for a maximum period of two full invoicing cycles will not constitute a violation of this rule.

If the Subscriber is entitled to use discounts during the term of the Subscription Contract, instead of terminating the Subscription Contract with immediate effect for serious breach of contract, Yettel may withdraw the discounts provided to the Subscriber and switch the Subscriber's subscriptions to a tariff package with the lowest monthly fee included in the Tariff Schedule, notifying the Subscriber thereof within a minimum of 30 days prior to the tariff package switch. If the Subscriber declares within 8 days of receipt of the notification that it does not want the rate plan to be changed, the Subscription Contract will terminate upon the receipt of the Subscriber's notification by Yettel. The rate plan change under this section will not affect any existing penalty payment obligation incurred by the Subscriber.

If the reason for termination with immediate effect by Yettel is a breach of contract by the Subscriber and if the Subscriber ceases to be in breach within the notice period and gives evidence of this to Yettel, the Subscription Contract will not terminate upon notice by Yettel.



### **6.3 Formalities for termination by the Operator**

Yettel will give the Subscriber notice of the termination of the ISC on a durable medium, informing the Subscriber of its availability in a separately verifiable manner, if required depending on the medium used.

The termination notice will include the following:

- the reason for termination,
- the notice period and the method for calculating the last day of the notice period,
- if the reason for termination is a breach of contract by the Subscriber, information that if the Subscriber remedies the cause of the breach within the notice period and Yettel is notified thereof, the ISC will not be terminated.

### **6.4 Termination without cause by the Subscriber**

The Subscriber may terminate the indefinite-term Subscription Contract at any time in writing without justification with a 60-day notice period, unless the Parties agree otherwise in the ISC.

If the Subscription Contract is terminated by the Subscriber, unless otherwise agreed between the parties, the date of termination is calculated from the day when Yettel receives the written termination or when verbal termination is communicated to Yettel.

### **6.5 Termination with immediate effect by the Subscriber**

The Subscriber may exercise the right to termination with immediate effect in the following cases:

- a) If Yettel is unable to eliminate a quality error relating to the Service reported by the Subscriber within 15 days from the end of the deadline available for troubleshooting.
- b) If, during the 90-day period preceding termination by the Subscriber, the Subscriber reported errors relating to the Service more than 10 times, for which Yettel performed actual troubleshooting.
- c) If Yettel unilaterally amends the Subscription Contract in violation of the law or the provisions of the BGTC.

If the Subscription Contract is terminated by lawful termination for cause by the Subscriber,

- the fee for early termination will not be claimed on account of termination within the loyalty period;
- in the case of the Subscriber's lawful termination with immediate effect of the Subscription Contract, the Subscription Contract will terminate on the day following the day when the letter of termination is received by or verbally notified to Yettel.

Termination for cause terminates the contract with immediate effect.

### **6.6 Formalities for termination by the Subscriber**

The Subscriber's authorised representative may terminate the subscription relationship in writing by mail, by email with advanced electronic signature, by electronic document with identity verification-based document authentication or on Yettel's electronic administration platform after customer identification, providing the details of the Subscription Contract (or the call numbers) to be terminated and indicating the date of termination.

The termination of the Contract is not conditional upon returning the devices owned by Yettel that were transferred to the Subscriber; however, the Subscriber must account for such devices based on the relevant agreement.

### **6.7 Withdrawal by the Subscriber due to Service not commenced**

If Yettel fails to fulfil its undertaking for the new Subscription Contract regarding the commencement of Service provision as in the ISC or as agreed between the parties, the Subscriber will be entitled to withdraw from the Subscription Contract before the provision of the Service is commenced. If the

Subscriber wishes to exercise their right of withdrawal, they must provide a clear statement indicating their intent to withdraw from the contract to Yettel. The Subscriber's right of withdrawal is exercised in time if the statement is communicated prior to the commencement of Service provision as written above.

## **6.8 Termination pursuant to legal provisions**

In addition to the cases listed above, the subscription relationship will also terminate in the following cases as specified by law:

- dissolution of the Subscriber without legal successor,
- dissolution of Yettel without legal succession,
- conclusion of a new subscription contract between the recipient operator and the Subscriber according to the rules of number porting or, if applicable to the service concerned, switching operators,
- if the provision of the Service has been prohibited by a final and enforceable decision of a relevant authority, or if such authority imposes conditions on the provision of the Service such that frustrate the performance thereof according to the Subscription Contract;
- if, in connection with the conclusion of a new Subscription Contract, Yettel is unable to meet its undertaking pursuant to the ISC regarding the commencement of the service provision for a reason within the Subscriber's scope of interest and the parties do not agree on a new time for commencement of service provision, the Subscription Contract will be terminated on the 90th day from its conclusion;
- if the concession agreement between the Hungarian State and Yettel for mobile phone services expires and is not renewed or the authorisation of Yettel to provide such services is withdrawn for other reasons.

## **6.9 Termination by mutual consent**

The subscription relationship will be terminated by the Parties with mutual consent, either in writing or verbally, on the date agreed by the Parties.

## **6.10 Consequences of termination in the event of the early termination of a fixed-term contract (concluded with loyalty commitment)**

If the Subscriber has concluded a fixed-term Subscription Contract ("loyalty commitment") with Yettel to use discounts and the Subscription Contract is terminated before the expiry of the fixed period for a reason attributable to the Subscriber, the Subscriber must pay the amounts specified in the ISC as fees for early termination and, potentially, default penalty for the breach of any other additional obligations under the ISC in the amount specified therein. The amounts of such legal consequences shall be calculated for each case of breach as agreed by the Parties on a case-by-case basis and may be claimed even if this Contract is not terminated. The grounds for, amounts of and method of calculation applicable to these legal consequences are set out in the ISC. The Subscriber shall pay the amounts of legal consequences thus calculated by the payment date indicated on the invoice.

## **6.11 Settlement upon termination**

Upon termination of the Subscription Contract, all payment obligations arising from the contract will automatically become due. In the case of termination the Subscriber must pay any amount due and payable to the Operator that arises by the date of termination, at their own discretion, either immediately on the spot or subsequently on the basis of the already issued invoice.

In arrears, the Subscriber is required to pay for, on the basis of an invoice made out by Yettel, within the due date of payment indicated on the final invoice, all fees of the Services belonging to the terminated Subscription Contract and registered under the given invoicing account number (formerly: customer account number) that were used before termination or possibly during the notice period but processed by Yettel after the date of termination, including charges for calls made from or received on a foreign network as advanced by Yettel. The one-off connection fee paid upon entry will not be refunded upon termination of the Subscription Contract.

The Universal Balance (see Section 7.6.3) of the Subscriber topped up but not used by the Subscriber will be used by Yettel to settle any amounts due - particularly, any outstanding invoices, penalties - in respect of the Subscriber's call number and, at Subscriber's request, will refund any remaining balance by postal order or bank transfer within 30 days from the date of the receipt of the request. The Subscriber may request a refund by providing the invoicing account number or Yettel identifier and the bank account number.

If the Subscriber entered into the fixed-term (loyalty period) ISC with a view to the resulting discounts and becomes entitled to terminate it before the end of the fixed term, the Subscriber will only be required to reimburse the discounts resulting from device purchase, if they want to keep the device even after termination, and will not suffer any other adverse legal consequences in relation to the termination.

## **6.12 Removal of the network lock form devices (device/network unlocking)**

After the expiry of the fixed-term (loyalty) Subscription Contract or in the event that the Subscriber is entitled to terminate such Contract prior to the expiry of the fixed term and the Parties have settled accounts regarding any discounts resulting from device purchase, Yettel will remove the network lock from the device purchased together with the Contract free of charge at the Subscriber's request after such settlement.

In the ISC, the Parties agree to derogate from the law in that Yettel is required to remove the network lock free of charge within 30 days of the Subscriber's request at the latest.

Yettel shall not be required to pay liquidated damages if it fails to remove the network lock within that time limit or be required to pay compensation if it is not possible to remove the network lock.

## **6.13 Number porting and switching operators**

When requested by the Subscriber, Yettel will ensure that the Subscriber is able to port its call number(s) included in the national numbering plan enabling the use of a number-based interpersonal communications service to another operator or from another operator to Yettel.

Yettel also provides the option of retroactive number porting within 31 days of the termination of the original subscription contract for the call number by the Subscriber.

Yettel allows for switching operators for internet access services.

*The detailed rules for porting call numbers from or to Yettel and switching operators applicable to the Business Subscribers include the same procedural provisions that Yettel holds applicable to residential and small-business subscribers laid down in Chapter 8 of the Residential and Small-Business GTC; therefore, those provisions also govern these processes initiated by Business Subscribers.*

# **7. Payment Terms**

## **7.1 Fee payment obligation**

The Subscriber is subject to a fee payment obligation to Yettel. Current fees and relevant rules of application are included in the Tariff Schedule or Annex 4 to Yettel's (Residential and Small-Business) GTC (Promotional GTC) or the ISC, as the case may be.

In the case of number porting, switching operators, assignment, change of Service or termination of the Subscription Contract, the Subscriber will be liable to settle subsequently, on the basis of an invoice made out by Yettel, within the due date of payment indicated on the final invoice, all fees of mobile phone Services that were used before but processed by Yettel after the date of assignment/change of Service/termination. In the event of Subscriber roaming, by starting to use the Service, the Subscriber agrees to pay the handling fees specified in the effective Tariff Schedule or the ISC payable for calls initiated and received by the Subscriber during their stay abroad.

## 7.2 Fee payment procedure

Yettel will issue at least one group invoice per customer account number per month to the Subscriber for the Services provided under the ISC, containing the total monthly fees and traffic for all subscriptions. In the case of a dispute, the data in the traffic report generated by Yettel will prevail.

Unless expressly provided otherwise by the relevant contractual document, the prices set in the ISC are net prices. The amounts indicated on the invoice will be rounded off according to the standard rounding-off rules, and the total invoiced amount will include the applicable VAT.

Monthly and one-off fees for the Services covered by the ISC are paid by bank transfer. The Subscriber must make payment within 8 calendar days of receipt of the invoice. Yettel may request the monthly fee payable for the rate plans and ordered supplementary services to be paid in advance.

## 7.3 Late payment of the fee and its consequences

If the Subscriber fails to pay the fee by the deadline or demonstrate that they have taken all measures required for transferring the amount (late payment of the fee or failure to pay the fee), Yettel may restrict the Service or terminate the Subscription Contract pursuant to the BGTC.

In the event of failure to pay, after the expiry of the payment deadline, Yettel reserves the right to charge interest for each day of delay on any outstanding debt of the Subscriber from the first day of delay. The interest rate is 14% per annum.

## 7.4 Procedure in case of payment of an amount lower than the debt or when the payment is unidentifiable

If the paid amount is less than the invoiced amount or if the invoice to which the payment belongs cannot be identified, Yettel will assign the paid amount to the outstanding balance of the invoice(s) as follows:

- 1) Yettel will use the paid amount first to settle non-telecommunication service fee debts (if there is any included in the invoice), followed by any outstanding telecommunication service fee for each Subscriber call number belonging to the invoice. Outstanding fees of non-telecommunication services are items that belong to the invoice and not to the Subscriber call number(s), therefore they take precedence over any outstanding fees of telecommunication services in terms of the order of settlement of the outstanding amounts.
- 2) If the invoice for which the payment is made cannot be identified, the paid amount will always be settle the oldest outstanding invoice, according to the above order.

**Excess payment** is generated when payment made by the payer by any means of payment for any invoice issued to the Subscriber accidentally exceeds the amount specified on the invoice or the refunding of the paid amount by Yettel fails. Yettel will credit excess payment to the Subscriber.

## 7.5 Invoicing, invoicing methods

The Subscriber pays the fee payable monthly for the active basic service (included in the monthly fee for the rate plan) and for the use of various active supplementary services, which will be invoiced by Yettel subsequently for each invoicing cycle. Such fees are included in the ISC or the Tariff Schedule.

Yettel will invoice a traffic fee for voice, fax, data, SMS, and MMS traffic initiated by the Subscriber. Fees to be invoiced as specified in the Tariff Schedule include, particularly, specific fees for calls to special calling directions (e.g. traffic generated by call forwarding, voice mail calls), fees for international calls, the applicable roaming fees, and fees for intermediated services.

For a separate fee, Yettel will also provide services in addition to the Basic Service (Supplementary Services) in accordance with the relevant terms of the Tariff Schedule and the ISC.

The Subscriber must pay the entire due amount shown on the invoice by the payment deadline; the Subscriber may not offset any claim against this amount.

Any *advance*, e.g. *voluntary advance payment*, paid by the Subscriber will be deducted from the total of the next invoice, and indicated there as paid.

In the case of MobileShopping, *Premium-Rate Services and Donation Lines*, usage fees may also be paid in advance of using such services; these services may also be used against the Subscriber's credit limit (universal balance) under the rules set out in Section 7.6.3. This, however, does not affect Yettel's right to collect any difference payable as consideration for Services the Subscriber actually uses, as certifiable by Yettel, in excess of their credit limit by:

- offsetting it against the top-up of the credit limit by so-called balance top-up; or
- invoicing it within 1 year from using the Service.

The invoice includes the Premium-Rate Services, Donation Lines, and MobileShopping Services; of Services purchased and other purchases made from the universal balance, Yettel will issue a VAT invoice in compliance with the applicable laws.

Only one of the following addresses may be entered as the invoicing address:

- Subscriber's registered office,
- Subscriber's registered site, branch office, or
- name and address of another business engaged to process the Subscriber's invoices (e.g. accounting firm).

If agreed by the Parties, Yettel will issue the invoices for the Services provided under the ISC in the form of authentic electronic invoices, and will make them available to the Subscriber in this form. In this case, simultaneously with the issue of the invoice, Yettel will send an automatic notification on the issue of the electronic invoice to the email address and/or call number provided by the Subscriber.

For electronic invoices, Yettel will issue for the Subscriber authentic electronic invoices that only exist in this form and that have been signed electronically and have a time stamp verifying the date/time of signature, and comply with the applicable laws. An electronic invoice issued by the Operator will only be authentic in an electronic form.

## **7.6 Special rules applicable to payment**

### **7.6.1 General advance payment**

The Subscriber may make a general purpose advance payment, specifying the invoicing account number upon making the payment. The general purpose advance payment will reduce the amount of outstanding invoices as long as there is advance payment available. The amount of the general purpose advance payment is set by the Subscribers at their own discretion.

### **7.6.2 Voluntary advance payment for traffic fees**

The Subscriber may make a high traffic advance payment voluntarily, specifying the legal purpose of the payment (voluntary advance payment for high traffic) and the relevant call number upon payment. The voluntary advance payment made this way is deducted from the total of the invoice issued for the given call number; it cannot be used to settle any outstanding (overdue) debt only to pay future debts. The amount of the voluntary advance payment is set by the Subscribers at their own discretion. The voluntary advance payment for high traffic may be converted into general advance payment at the Subscriber's request.

### **7.6.3 Universal Balance, Credit Limit**

The **Universal Balance** may be used by Subscribers for Premium-Rate Services, calls to Donation Lines, and MobileShopping.

Subscribers with Voice Subscriptions may use the MobileShopping Service against their Universal Balance and Credit Limit. Subscribers can only top up their Universal Balance.

The **Credit Limit** is a limit provided by Yettel to Subscribers for the relevant invoicing cycle. Subscribers may only use the Credit Limit for using Mobile Content Services, Donation Lines and the MobileShopping) service. The Credit Limit provided by Yettel to the Subscriber is added to the Universal Balance. Upon reaching the Credit Limit, the Postpaid Subscriber may only use Mobile Content Services, Donation Lines and the MobileShopping service after topping up the Universal Balance.

#### 7.6.4 Invoicing of roaming fees

The fees for the roaming services used abroad will be charged in accordance with the Tariff Schedule and will be invoiced to the Subscriber by Yettel. Yettel is not liable for any faulty performance by the roaming operator or any damage suffered by the Subscriber as a result of such faulty performance.

Yettel hereby warns the Subscriber that the Subscriber will be charged a traffic fee specified in the Tariff Schedule for answering incoming calls abroad.

When using the roaming service, it is technically possible to connect to the networks of several foreign operators, and the choice between these networks (traffic steering) may be affected by the SIM card (type, date of manufacture). In case of network problems (e.g. unsuccessful connection, unjustified automatic switching between networks), it is recommended to select the network manually. In some cases, it may be necessary for the Subscriber to attempt manual network selection several times in succession. After roaming, manual network selection must be reset to automatic network selection in order to enjoy uninterrupted domestic service. If the Subscriber still has difficulty connecting to the network abroad after completing the above steps, they can request a SIM card replacement in person at Yettel shops free of charge. These provisions do not apply to eSIM.

#### 7.7 Rules concerning fee-related complaints

If the Subscriber disputes the amount owed or the amount deducted from their balance, the Subscriber must notify Yettel in writing (immediately if possible) but within a maximum of 30 days from the day the Subscriber's claim arises. Any failure to fulfil this notification obligation will not affect the Subscriber's right to enforce claims under the Subscription Contract within the one-year statute of limitations period.

A complaint regarding the fees will not have a suspensory effect on the payment of the disputed amount. In such cases, it is for Yettel to demonstrate how its network is protected against unauthorised access, its invoicing system is closed and the fees were established and invoiced correctly. The closed nature of Yettel's invoicing system is certified by a certification body appointed by the Minister; therefore, Yettel is not subject to a separate obligation to demonstrate the closed nature of its invoicing system.

If Yettel accepts the complaint, the difference between the charged and actual fees will be credited to the Subscriber's account or refunded to them in a lump sum including interest (which becomes payable from the day the fee was paid) - in the event of monthly payment, at the time of the next monthly settlement of accounts, and in all other cases, within 30 days from the day the decision is made on the complaint.

Where in doubt, Yettel will use the data of the call details report issued in accordance with the laws effective at that time to support the accuracy of the invoice.

If the Subscriber receives credit, the Subscriber will also be entitled to be paid interest for the period between the date the payment is made and the date the credit is made available. The interest rate is 14% per annum.

The statute of limitations period for civil law claims made under the Subscription Contract is 1 year.

## 7.8 Change in price in line with the consumer price index

In order to maintain value-proportionate service fees, as included in the Business Subscription Contract and set out in Annex 1 ("Tariff Schedule") to the BGTC:

(I) the monthly fees and additional monthly fees for the exclusive voice and mobile internet tariffs and tariff packages, and

(II) among related additional services, the monthly fees for services providing a closed user group and group calls, and the monthly and one-off fees for Services providing a traffic quota or discount change at a rate equal to the annual average consumer price index published by the Hungarian Central Statistical Office (i.e. the monthly fee decreases or increases depending on the value of the annual average consumer price index) compared to the consumer price index on 31 December of the year preceding the publication of the consumer price index.

Changes to the fees are made within 60 days of the official publication of the announcement of the annual average consumer price index of the Hungarian Central Statistical Office, in line with the annual average consumer price index, by also notifying the Operator.

The first adjustment under this Section is made in 2023, on the basis of the annual average consumer price index for 2022, within 60 days of the date on which the Hungarian Central Statistical Office officially publishes its announcement containing the annual consumer price index for 2022.

## 8. The Operator's liability

### 8.1 Compensation/damages

Yettel is not liable to compensate for loss of profit, other damage to the property of the Subscriber, the costs necessary to remedy the damage to property, or the part of the damage resulting from the Subscriber's failure to act as could be expected in the given situation in order to prevent or mitigate the damage.

If the Subscriber wishes to make any kind of claim for compensation to Yettel for delayed or faulty fulfilment of the Subscription Contract, the Subscriber must notify Yettel in writing preferably immediately but no later than within 30 days from the day the Subscriber's claim arises. Any failure to fulfil this notification obligation will not affect the Subscriber's right to enforce claims under the Subscription Contract within the one-year statute of limitations period.

### 8.2 Penalties payable to the Subscriber

When Yettel pays liquidated damages, Yettel will notify the Subscriber of the amount of liquidated damages payable to the Subscriber, the breach for which liquidated damages are paid and of the means of payment. If a complaint was made or an error was reported in connection with the event due to which the penalty payment obligation has arisen, Yettel will also inform the Subscriber of the findings of the investigation. Yettel will fulfil its penalty payment obligation in one of the following ways within 30 days from the day of the termination of the conduct resulting in the breach of contract:

- it will credit the entire amount of penalty to the Subscriber's account at the time of the next settlement of accounts; or
- in the event of the termination of the subscription relationship, the penalty, or any unpaid part of it will be paid to the Subscriber in one sum by bank transfer.

#### 8.2.1 Penalty payable for network errors

Yettel **will not be liable to pay penalties** for network errors in the following cases:

- a) The Service is temporarily suspended due to network maintenance as defined in the BGTC;
- b) There are interferences or errors in the operation of the mobile network, or the quality of the Service is not sufficient, if:
  - these are results of improper use of the Service by the Subscriber or directly caused by the fact that the Subscriber does not use the device, any accessory equipment connected to it or

- the SIM card in accordance with the applicable rules. The Subscriber causes damage to or generates costs for the Operator by the above conduct, the Subscriber will compensate the costs and/or the loss;
- these are caused by weather-related, geographical or physical factors or an external circumstance beyond the parties' control (Force Majeure);
  - these are caused by an error or insufficient quality of another operator's network;
  - the Basic Service is adversely affected by a radio signal causing interference which uses a frequency band Yettel is authorised to use and that is from an external source (particularly not the result of an error or illegal use of a device owned by Yettel).
- c) Neither the Subscriber nor Yettel will be liable for damage caused by external circumstances beyond the parties' control (Force Majeure) and the actions of the Parliament, the Government or the authorities. In this case, the Subscriber will not be required to pay fees for a period when the Service is not available.
- d) Yettel will not be held liable for the consequences of improper performance by a roaming partner, as suffered by the Subscriber.
- e) Yettel will only be responsible for its own activities in the case of Premium-Rate Services and content available otherwise for which Yettel only acts as an intermediary. Content Providers bear sole responsibility for their activities independently from Yettel.
- f) In any other cases as agreed between Yettel and the Subscriber.

If there is a quality-related complaint to Yettel due to a network error, Yettel **shall be subject to the liability of paying liquidated damages** in the following cases:

- a) Yettel fails to notify the Subscriber of the fault isolation process carried out on the basis of an error report made by the Subscriber.  
In such a case, the amount of the penalty until the notice will equal [(the monthly fee applicable to the month of the error report as defined in the ISC + the traffic fee due for the previous month) / 30] x number of commenced days of the delay.
- b) There is an error in the network and this results in limited usability of the Basic Service or a Basic Service is available to the Subscriber neither as a caller nor as a called party due to the inoperability of the network (including when this is a result of a discrepancy between the centrally registered data of the Subscriber and the data specified in the Subscription Contract and the errors reported in connection with this are not corrected by the agreed deadline or when the reported errors of the Subscriber network, of the radio connection or the limited transmission speed are not eliminated by the agreed deadline).  
If as a result of the error the subscription service
- can only be used with a reduced quality compared to that specified in the Subscription Contract; the amount of the penalty until the elimination of the error will equal (((the monthly fee applicable to the month of the error report as defined in the ISC + the traffic fee due for the previous month) / 30) x 4) x number of commenced days of the delay.
  - cannot be used; the amount of the penalty until elimination of the error will equal (((the monthly fee applicable to the month of the error report as defined in the ISC + the traffic fee due for the previous month) / 30) x 8) x number of commenced days of the delay.

### 8.2.2 Penalty for any delay in commencing service provision

If expressly agreed by the Parties, Yettel will not be liable to pay liquidated damages for the delayed commencement of service provision or if Yettel is unable to meet the deadline for the commencement of service provision for technical reasons and terminates the Subscription Contract as a result.

### 8.2.3 Penalty for delayed elimination of a restriction

If the Subscriber eliminates the reason of the restriction in accordance with Section 3.5, Yettel will pay a penalty for missing the deadline in the same Section.

In this case, the amount of the penalty until reactivation is

- (reactivation fee / 3) x the number of days of the delay;



- if Yettel does not charge a reactivation fee: the monthly fee set out in the ISC payable by the Subscriber as at the time of reactivation  $[(\text{fee} / 30) \times 4] \times$  the number of days of the delay.

## 9. Amendment of the Subscription Contract

### 9.1 Unilateral amendment of the Subscription Contract by Yettel

Yettel reserves the right to unilaterally amend the ISC and the BGTC (including its annexes) as set out in the Electronic Communications Act. The Operator may unilaterally amend the Contract in the following cases:

- changes made in order to better serve the needs (technical, quality, convenience, economic, etc.) of Subscribers;
- investments carried out for the purpose of protecting the environment;
- when there is no reason to continue the Service;
- when it is necessary for assuring the appropriate quality of the Services;
- correcting misprints;
- corrections for reasons of clarity without changing the contents;
- discontinuing rate plans, supplementary services regarding the future;
- non-substantive changes to the conditions of use of certain services;
- 
- for subscription contracts concluded for an indefinite term (contracts with no loyalty commitment) and fixed-term (loyalty) subscription contracts, increasing fees by the rate of the consumer price index determined by the Central Statistical Office for the previous calendar year, solely for rates other than those indicated in Section 7.8 of these BGTC. In such cases, Yettel may adjust the given rates, cumulatively if there was no modification in the previous calendar year, taking into account the consumer price index for the preceding calendar year;
- in case of an amendment of law or due to an official decision;
- change in circumstances: such changes regarding Subscriber Contracts particularly include the increase of any costs arising from Yettel's contractual relationship with a third party and incorporated in the service fee or other fees;
- justified due to changes in the composition of the channels offered within the frame of the Broadcasting Service.
- in the case of discontinuing or cancelling a service used by the Subscriber in order to avoid services becoming obsolete and ensuring their technical sustainability. In such cases, Yettel will amend the Subscription Contract so as to move the Subscriber to a currently or newly provided service that is closest to the previously used service in terms of content and fee at the same time as discontinuing the obsolete services, service packages and tariffs indicated in the Tariff Schedule or the Promotional Annex (Annex 4) to the Residential and Small-Business GTC;
- in the case of discontinuing automatically renewed supplementary services. In such cases, Yettel will amend the Subscription Contract regarding automatically renewed services ordered by the Subscriber so as to activate a currently or newly provided supplementary service that is closest to the previous supplementary service in terms of content and fee for the Subscriber at the same time as cancelling the automatically renewed supplementary services to be discontinued;
- in the case of changes made or making changes to international tones or roaming tariff zones;
- changes to any of the speeds assigned to the internet access service (mobile internet) included in the rate plans set out in the Tariff Schedule or the Promotional Annex (Annex 4) of the Residential and Small-Business GTC;
- in the case of using wholesale fees denominated in a currency other than Hungarian forint (including, particularly, but not limited to: settlement of roaming fees) if the difference between the exchange rate effective at the date of concluding the Subscription Contract and the exchange rate effective at the date of issue of the current invoice exceeds 10%. In such cases, Yettel may use the exchange rate effective at the date of issue of the invoice;
- with a view to changes in customer management and administration channels;

- in the case of changes made to fee payment structures. In such cases, Yettel may make the continued provision of certain services or individual elements thereof subject to specific fee payment or a separate fee;
- due to changes in the terms applicable to the e-Comfort service.

## **9.2 Notices, the Subscriber's termination right and other provisions for unilateral contract amendments initiated by Yettel**

Subscribers are notified in accordance with the requirements laid down by law.

Yettel will notify the Subscriber of the unilateral amendment 30 days before the effective date of the amendment and inform the Subscriber of the conditions of possible termination and the legal consequences involved. Yettel will also send the Subscriber the amendment and make it publicly available.

The notification to the Subscriber will include:

- a) Exact references to the amended terms of the BGTC;
- b) A brief description of the essence of the amendment;
- c) The effective date of the amendment;
- d) The availability of the published BGTC;
- e) The adjusted fees or reduced volume of services, separately for each service in the case of service packages, if Yettel adjusts the subscription service fees or reduces the volume of the service included in the fee;
- f) The term, condition, regulatory or court decision if the unilateral amendment is based on such;
- g) The Subscriber's rights when the Subscription Contract is modified unilaterally.

Yettel will use a durable medium to notify its Subscribers of the amendment. Yettel may, at its discretion, fulfil its notification obligation as follows:

- a) by post to the postal address provided by the Subscriber;
- b) in an attachment to the invoice;
- c) by electronic mail sent to the email address provided by the Subscriber specifically for this purpose; through an electronic storage space; when placing a document on the electronic storage space, Yettel notifies the Subscriber in a separate SMS;
- d) by other means considered durable media under the Communications Act.

Unless proven otherwise, the Subscriber will be considered notified on the date of the confirmation of delivery of the email or the SMS about the placement of a document in long-term storage sent by Yettel.

If it cannot be established whether the Subscriber has been notified by the email or by the SMS about the placement of a document in long-term storage due to a reason within the Subscriber's scope of interest, unless proven otherwise, Yettel will be deemed to have met its notification obligation if it attempts to deliver the message on at least two occasions at least 5 days apart.

If Yettel unilaterally amends the Subscription Contract, the Subscriber may terminate the Contract with immediate effect without any further legal consequences within 45 days of receiving the notification of the amendment to the Subscription Contract made by Yettel.

## **9.3 Change of the Subscriber's call number by Yettel**

If a call number is changed, the Subscriber may request Yettel to provide information about the new call number for a period of 60 days free of charge and with a text selected by the Subscriber from Yettel's set when the previous number is called. Yettel may also be requested not to allocate the call number to another Subscriber for 6 months.

## **9.4 Cases of contractual amendments initiated by the Subscriber**

### **9.4.1 Assignment (change in the person of the Subscriber)**

The Subscriber has the right to assign the subscription relationship to another person with Yettel's consent. A change in the person of the Subscriber may only be registered (i.e. assignment may only be initiated) with all parties (assignor, assignee, Operator) present, provided that:

- the current monthly fee,
- the traffic fee,
- the administrative fee of the assignment (assignment fee), and
- any other fees (for instance if the subscription to be assigned is for a fixed term and the obligation concerning the fixed term is not assumed, the penalty specified in the ISC is payable)

have been paid.

The Subscriber will pay Yettel the amount of the invoice for the period preceding the date when the assignment is completed, irrespective of whether the invoice is issued before or after the assignment.

If the Subscriber has a rate plan or supplementary service which has been discontinued or can only be used subject to an individual agreement, then, as a further condition of assignment, the new Subscriber must select a public rate plan available for sale.

If the new Subscriber does not agree otherwise with Yettel, after the assignment, the high traffic limit applicable to new subscribers will be set for the contract.

If, on the Postpaid Subscriber's Universal Balance, as compared to the Credit Limit made available by Yettel,

- there is a higher amount available, the assignment will automatically involve the transfer of the balance,
- a lower amount is available, the Subscriber must repay before the assignment the part of the Credit Limit that has been used up.

The subscription relationship may only be assigned to a new party if this person accepts the terms of the BGTC and concludes a Subscription Contract with Yettel.

Assignment is subject to:

- the conclusion of a written Subscription Contract,
- the payment of a one-off administrative fee for the assignment as a service, as set out in Yettel's effective Tariff Schedule,
- the new Subscriber's compliance with the criteria set by Yettel.

The original Subscriber will remain responsible for the performance of the Subscription Contract and for any breach of the obligations specified in the Subscription Contract until Yettel approves of the assignment.

If the above conditions are met, Yettel will carry out the assignment within 15 days.

### **9.4.2 Change or replacement of SIM card or eSIM**

During the subscription relationship, the Subscriber may request a change or replacement of the SIM card or eSIM as specified in the Tariff Schedule.

## **10. Miscellaneous provisions**

### **10.1 Joint appearance**

Yettel and the Subscriber agree to consider organising joint promotional events that may be beneficial to both Parties, in the areas of sponsorship, advertising, etc. The Parties agree that they wish to exploit the opportunities provided by their relationship and they intend to establish long-term cooperation in that regard.

## **10.2 Force Majeure**

All unavoidable, unforeseeable external events beyond the control of the Parties hindering the performance of this Subscription Contract will be regarded as Force Majeure (e.g. natural disasters, strikes, fires, explosions, etc.). If there is a Force Majeure event, the Parties will notify each another immediately in writing, if possible under the given circumstances. The notification must include the exact reason for the force majeure, and its expected impact on the performance of the Subscription Contract. For the duration of the Force Majeure event, the rights and obligations of the Parties under the affected Subscription Contract will be suspended.

## **10.3 Confidentiality**

Any and all data and information related to, or disclosed to the Parties during the performance of, the Subscription Contract, as well as the marketing methods and techniques necessary for the sale of the relevant services will be regarded as business secrets until the Parties agree to publicly disclose such data and information. The Parties undertake not to disclose the contents of the ISC to third persons and to disclose the contents hereof to their employees only to the extent necessary for the performance of their work and for the understanding of invoicing information. The Parties must keep all business secrets confidential during the term of Subscription Contract and thereafter.

## **10.4 Requesting a copy of the Contract**

During the term of the ISC or, after its termination, within the statute of limitations period set out in Section 143(2) of the Electronic Communications Act, when requested by the Subscriber, Yettel will make available a document containing the Subscription Contract's text effective at the time specified by the Subscriber on a durable medium or, except for ISC for internet access service, as a hard-copy printout at the Subscriber's request within 8 days, once a year, free of charge, as per the terms and conditions set out in the Tariff Schedule.

## **10.5 Data processing and data security**

Yettel provides information about personal data processed in relation to the Subscription Contract and data processing in its currently effective Data Processing Information.

The Subscriber represents and warrants that if they make any declarations to Yettel regarding the processing of the personal data of the Subscriber's contact persons, end users or any other data subjects in relation to this Contract (including, particularly, but not limited to, providing consent or lodging any other claims), they have sufficient legal basis under the applicable data protection legislation to do so, and if this legal basis no longer exists, they will immediately notify Yettel thereof. If the Subscriber fails to comply with their obligation under this Section, they will be required to cover any costs incurred by Yettel (including any fines imposed on Yettel). Upon written request by Yettel, the Subscriber will also be required to promptly provide Yettel with all information and documents related to the Subscriber's obligation under this section and cooperate with Yettel in providing data for any regulatory enquiries.

## **10.6 Liability for damage, enforcing claims**

The Subscriber will be fully liable for any damage incurred by the Operator as a result of Subscriber's breach of the Subscription Contract without any limitation.

The statutory limitation period for the rights and obligations under the subscription relationship will be interrupted if a creditor issues a demand for payment or exercises the right of disposal over the claim (especially when the debtor receives a notification about the assignment of the claim).

## 10.7 Legal dispute

### 10.7.1 Court procedures

If the parties are unable to settle any dispute arising from or in connection with the Subscription Contract amicably, they may refer their case to a court.

Any legal disputes arising from or in connection with the Subscription Contract will be settled by the Érd District Court or the Székesfehérvár Regional Court depending on material jurisdiction.

### 10.7.2 Media and Communications Commissioner (Média- és Hírközlési Biztos, "MHB")

Users and Subscribers using the Service may turn to the MBH if their interests are harmed (behaviour that does not qualify as a violation of their rights but causes or may cause harm to a reasonable interest). In this procedure, the MHB exclusively facilitates the enforcement of the subscribers', users' reasonable interests. He does not have any authority rights.

The MHB's procedure is free of charge.

[www.nmhh.hu](http://www.nmhh.hu)

H-1015 Budapest, Ostrom u. 23-25.

mailing address: 1525 Pf. 75

phone: (+36 1) 457 7100

### 10.7.3 National Media and Infocommunications Authority ("NMHH")

The Office of the NMHH proceeds as a general supervisory and market surveillance authority in the protection of Subscribers' interests; it checks if the electronic communications operators comply with the rules on electronic communication, and acts if those rules are violated.

NMHH may be requested to start a procedure in connection with the Subscription Contract within 6 months from the date of occurrence of the event giving rise to such request. If the requester learns about the event giving rise to initiating an authority procedure only at a later date or the requester is hindered in filing a request, the period available to initiate a procedure starts on the date when the requester learns about the event or when the hindrance ends. However the request to start an NMHH proceeding in connection with a Subscription Contract cannot be filed after the lapse of a period of 1 year.

The procedure is subject to a fee.

[www.nmhh.hu](http://www.nmhh.hu)

H-1015 Budapest, Ostrom u. 23-25.

mailing address: 1525 Pf. 75

phone: (+36 1) 457 7100

### 10.7.4 Hungarian Competition Authority ("GVH")

Subscribers and users may turn to the Hungarian Competition Office (Hungarian name: Gazdasági Versenyhivatal, GVH) that has the authority to examine cases of consumer misleading, business methods restricting the consumers' freedom of choice and abuses of dominant economic position.

[www.gvh.hu](http://www.gvh.hu)

H-1054 Budapest, Alkotmány u. 5.

mailing address: H-1391 Budapest 62, Pf. 211.

phone: +36 (1) 472-8900

### 10.7.5 Hungarian National Authority for Data Protection and Freedom of Information ("NAIH")

Regarding the cases listed in Section VII of the Data Processing Information (Annex 2), data subjects may turn to the NAIH.

[www.naih.hu](http://www.naih.hu)

H-1055 Budapest, Falk Miksa utca 9-11.

PO Box: H-1363 Budapest, Pf. 9

phone: +36 1 391-1400

**In respect of subscribers referred to in Sections 2.3.1(a) and (b) - micro and small enterprises, public benefit entities - the Operator provides the following information:**

#### **10.7.6 Arbitration boards**

The powers of arbitration boards include the out-of-court settlement of disputes in connection with product quality, product safety, the application of product liability rules, service quality or the conclusion and performance of a contract between the Subscriber and Yettel (hereinafter "consumer dispute"). Arbitration boards help the parties attempt to reach a quick settlement, but, if their efforts fail, the arbitration board makes a decision on the case to help the enforcement of consumer rights in a simple, fast, efficient and cost-effective manner.

The competency of the arbitration board depends on the consumer's Hungarian address or place of residence.

The procedure before the arbitration board can only be started after the consumer has attempted to settle the disputed case directly with the company concerned. The procedure starts with the consumer's written request addressed to the chairman of the arbitration board. In the procedure Yettel is obliged to collaborate (i.e. Yettel uses this alternative dispute settlement method) which Yettel describes in its response rejecting the complaint.

The detailed rules of the procedure are laid down in the Consumer Protection Act.

#### **10.7.7 National Consumer Protection Authority (Nemzeti Fogyasztóvédelmi Hatóság, "NFH")**

Subscribers can turn to the Budapest or county government office competent as per their registered office in the following cases:

- o quality-related complaints (e.g. defective device, low signal strength, slow internet connection);
- o Information provided by Yettel;
- o BGTC accessibility, searchability and availability;
- o notification regarding a unilateral amendment of contract;
- o complaints related to customer service (e.g. pertaining to administration, service);
- o handling of subscriber invoicing complaints by Yettel;
- o invoice content.

The FH procedure cannot be started if 3 years have lapsed since the violation.