

MVM NET TÁVKÖZLÉSI SZOLGÁLTATÓ

Zártkörűen Működő Részvénytársaság

GENERAL TERMS AND CONDITIONS

Core Text

Latest amendment: July 15, 2016

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1. General data, contact details

1.1 Name and address of the Service Provider

Company name of the Service Provider

MVM NET Távközlési Szolgáltató Zártkörűen Működő Részvénytársaság (hereinafter: “MVM NET Zrt.” or the “Service Provider”)

Abbreviated company name

MVM NET Zrt.

Registered Office

1134 Budapest, Róbert Károly Krt. 59.

Premises

1031 Budapest, Szentendrei út 207-209.

Phone number

(06-1) 304-2000

1.2 Contact details of the central customer service of the Service Provider (address, phone number, other contact details, opening hours) and the place where the up-to-date contact details of other customer services of the Service Provider can be checked

Contact details of the central customer service (in matters related to the contract):

In person

1134 Budapest, Róbert Károly Krt. 59.

On the phone

(06-80) 20-11-13, (06-1) 304-2396

Via fax

(06-1) 202-0891

In mail

MVM NET Zrt. 1255 Budapest 15. Pf. 77.

In e-mail

telecom@mvmnet.hu

Customer service hours

In person or on the phone from 8.00 a.m. to 3.30 p.m. on working days.

The Service Provider maintains customer service at the above-mentioned locations, exclusively, the contact details of which can be found in this General Terms and Conditions (hereinafter: the “General Terms and Conditions”), as well as on the website of the Service Provider.

1.3 All contact details of the fault reporting service of the Service Provider (address, phone number, other contact details and opening hours)

Contact details of the fault reporting service:

Address

1134 Budapest, Róbert Károly Krt. 59.

On the phone

(06-80) 20-11-13, (06-1) 304-2266, (06-1) 304-2777

Via fax

(06-1) 356-6684

In e-mail

noc@mvmnet.hu

Customer service hours

At all contact details on a 24/7 basis.

1.4 The address of the website of the Service Provider

www.mvmnet.hu

1.5 The availability of the General Terms and Conditions

All changes to and information on the General Terms and Conditions and the service can be checked at the customer service office of MVM NET Zrt (1134 Budapest, Róbert Károly krt. 59.) and the website (www.mvmnet.hu). The General Terms and Conditions as restated and amended from time to time can be found at and downloaded from the website of the service provider (www.mvmnet.hu) from no later than the 30th day before the effective date of the amendment. Moreover, all amendments of the General Terms and Conditions can be found at the website retroactively to 24 months. The Service Provider shall provide information on the content of the General Terms and Conditions at its customer service at request.

These General Terms and Conditions contain the General Terms and Conditions of Leased line subscriber/Fixed location internet access/Fixed location data transmission/Fixed location telephone/VPN based data transmission/Other data transmission subscriber services provided by MVM NET Zrt. The major rules for data management related to the services can be checked in Section 10 of the General Terms and Conditions and the Service Provider's information on data management (hereinafter: "Information on Data Management"). The Information on Data Management can be downloaded from the website (www.mvmnet.hu/hu/adatvedelem.aspx) or it is available at the customer service office of the Service Provider. These General Terms and Conditions were compiled based on Act C of 2003 on Electronic Telecommunications (hereinafter: "Eht."), Decree No. 2/2015. (III.30.) of the National Media and Infocommunications Authority (NMHH) on the Detailed Rules of Electronic telecommunications Customer contracts (hereinafter: the "Decree") and the Civil Code of Hungary, as may change from time to time, (as of this date Act V of 2013 on the Civil Code) (hereinafter: the "Civil Code") and other legal rules governing legal relationships related to electronic telecommunication.

The General Terms and Conditions shall apply to MVM NET Zrt as Service Provider and all business/institutional Customers to Leased line subscriber/Fixed location internet access/Fixed location data transmission/Fixed location telephone/VPN based data transmission/Other data transmission subscriber services (applicants, users) (hereinafter: the "Customer"). The Service Provider shall not conclude any contract with private Customers.

1.5.1 The General Terms and Conditions shall be inseparable from and to be incorporated by reference into the customer contract. The individual customer contracts may deviate from these General Terms and Conditions. Matters not regulated herein or in the individual customer contract concluded by the Parties hereunder shall be governed by

- a) the individual customer contract,
- b) the General Terms and Conditions,
- c) the Decree or
- d) the provisions of the Eht

in such order.

1.5.2 Article 5 of the Decree allows electronic telecommunication service providers to:

- a) deviate, with the mutual agreement of the parties, from the provisions of the Eht concerning customer contracts and of the Decree, provided that the business Customer has no less than 50 employees and net sales revenues or a balance sheet total of a HUF amount corresponding to no less than 10 million euros,
- b) deviate, with the mutual agreement of the parties, from Article 127, Section (4b), Article 128, Sections (1)-(2), (10), (10b), (11), (13), (15), Article 135, Article 140, Sections (1)-(2) and (4) of the Eht, as well as Article 3, Section (9), Article 7, Article 11, Article 17, Section (1) of this Decree and the general terms and conditions of the Service Provider in case of business Customers not falling under paragraph a) above,
- c) deviate from the provisions of Article 129, Section (5) and Article 131, Section (1) of the Eht, as well as Article 10 of the Decree in case of business Customers,
- d) If paragraph b) applies, the individual customer contract shall specify where and how the parties deviate from the provisions of the applicable law or the general terms and condition and the express consent of the business Customer to the deviation.
- e) If paragraph c) applies, the individual customer contract shall specify where and how the Service Provider deviates from the provisions of the applicable law or the general terms and conditions.
- f) to agree upon the conditions with regard to which the Service Provider shall become entitled to modify the customer contract unilaterally

when they develop and apply the conditions of subscriber services provided to business Customers.

The conditions and indicators listed in paragraphs a)-c) shall be determined and verified according to the provisions of the law on small and medium enterprises and on the supporting of their development.

The parties may deviate in the business customer contract, with mutual consent, from the provisions hereof, in accordance with paragraphs b) and d) above.

MVM NET Zrt shall provide electronic telecommunication services hereunder via its own optic mobile

network and leased networks in the territories specified in Annex 1 for the various services.

These General Terms and Conditions shall be effective from the date of their publication for an indefinite period of time or until withdrawn. The effective date of the latest amendment: December 1, 2015.

1.6 Contact details of the supervisory authorities

National Media and Infocommunications Authority

1015 Budapest, Ostrom u. 23-25. Phone: (06-1) 457-7100 Fax: (06-1) 356-5520. www.nmhh.hu

The addresses, phone numbers and opening hours of the customer service offices of the National Media and Infocommunications Authority:

Address: 1133 Budapest, Visegrádi utca 106.

Phone: (06 1) 468 0673 (central customer information)

Address: 4025 Debrecen, Hatvan u. 43.

Phone: (06 52) 522 122

Address: 3529 Miskolc, Csabai kapu 17.

Phone: (06 46) 555 500

Address: 7624 Pécs, Alkotmány u. 53.

Phone: (06 72) 508 800

Address: 9400 Sopron, Kossuth L. u. 26.

Phone: (06 99) 518 500

Address: 6721 Szeged, Csongrádi sgt. 15.

Phone: (06 62) 568 300

Customer service hours:

Monday: 8.00 a.m. – 12.00 a.m.

Wednesday: 1.00 p.m. – 4.00 p.m.

Friday: 8.00 a.m. – 12.00 a.m.

The customer service can be called at the above-mentioned numbers:

Monday – Thursday: 8.00 a.m. – 4.30 p.m.

Friday: 8.00 a.m. – 2.00 p.m.

Hungarian Authority for Consumer Protection

1088 Budapest, József krt. 6. Phone: (06-1) 459-4999. www.nfh.hu

Hungarian Competition Authority

1054 Budapest, Alkotmány u. 5. Phone: (06-1) 472-8900 Fax: 472-8905. www.gvh.hu

Media and Infocommunications Commissioner

1525 Budapest, Pf. 75. Phone: (06-1) 457-7141 Fax: (06-1) 457-7105.

2. The conclusion and the conditions of the customer contract

2.1 The process of the conclusion of the customer contract and the substantial elements of the offer to conclude a customer contract.

2.1.1 Request for quotation, offer

The customer contract comprises the individual customer contract, these General Terms and Conditions and the Annexes thereof. The customer contract may also comprise other legal statements validly made by the Customer in connection with the legal relationship established by the subscription, including but not limited to consents to the necessary data management and the orders and requests of Business Customers (e.g. in connection with allowances).

The Customer is a natural person, legal entity or other organisation who or which established a contractual relationship with the entity providing public electronic telecommunication services for the use of such services.

For the purposes hereof, Business Customer shall be the person or organisation (including governmental organisations, administrative agencies, non-governmental organisations and organisations granted legal personality by separate legal rule) using the electronic telecommunication service(s) in the scope of exercising or pursuing their profession, independent professional, economic or business activity or responsibility determined by the law. The Customer and the business Customer shall be hereinafter collectively referred to as the "Customer".

In respect of the services provided hereunder, new Customer shall mean a Customer who (or which) had not concluded any effective customer contract with the Service Provider for any period of time in 90 days prior to the receipt of his request for a service by the Service Provider.

No service access point can have more than one Customer.

The Customer's request for the conclusion of a customer contract shall be deemed to be a statement of the Customer's intention to use the Service as business Customer. The Service Provider shall not conclude any agreement with private person Customers.

The business Customer applicant or its representative shall submit a request for quotation for the desired service or for contracting with the Service Provider in writing.

The request for quotation has no required format, however, a request for quotation submitted by the applicant can only be regarded as an order, if it contains the data provided in Section 2.2.

The date of the request for quotation shall be the date of receipt of the request containing all necessary data by the Service Provider.

The Service Provider shall call upon the applicant/customer in writing to supplement any data missing from the quotation in 15 days of receipt thereof by the deadline determined by the Service Provider.

In the event the service access point cannot be established in 30 days calculated from the date of conclusion of the customer contract for any technical or other reason, the Service Provider shall inform the applicant/customer of the expected date of establishing of the service access point in its offer. The applicant/customer shall decide based on the offer whether or not to conclude the

customer contract.

Should the applicant/customer not accept or fail to make any statement whether or not he wishes to accept the Service Provider's offer in 5 days or by the deadline determined in the offer, the Service Provider shall no longer be bound by the offer and the request may be deleted from the records.

The Service Provider's offer shall be deemed to be accepted when the applicant has completed and submitted the Order with the Service Provider, and the parties shall conclude the individual customer contract in 15 days calculated from the date of the order. In the event of any delay with the conclusion of the individual customer contract for a cause beyond the control of the Service Provider, the deadline determined herein for the establishing of the service access point shall be extended appropriately, without the Service Provider incurring the legal consequences of delay (such as liquidated damages).

2.1.2 Handling and registration of requests for quotations for the conclusion of customer contract, change to the data of the tenderer and the Customer

The Service Provider shall register requests for quotations in the order of their receipt. In the event of withdrawal by the Customer, the request for quotation is struck off. The customer service of the Service Provider shall be responsible for keeping records of and managing the requests for quotation, the orders and the contracts of Customers, consultation regarding feasibility and all administration related to communication with the Customers. Customers shall be entitled to inspect their own data recorded upon registration and generated during the provision of the service. The Service Provider shall check the data in compliance with the provisions of law, the Customer's statement on data management in the individual customer contract and the Information on Data Management.

The applicant/customer shall inform the Service Provider in writing of any change to his data listed in Section 2.2 without delay, but no later than the conclusion of the contract or, if it occurs thereafter, in 8 days.

The Customer shall inform the Service Provider without delay in writing of the commencement of a liquidation, winding-up or bankruptcy proceeding against the Customer.

Changes to data shall be verified to the satisfaction of the Service Provider and, for natural persons, by the presentation of the document issued by the relevant administrative agency.

The Customer may verify changes to its data by presenting any duly issued corporate document or an authentic document issued by the court of company registration of the geographical area of the place of registration of the company.

The Service Provider accepts no liability whatsoever for any damage arising from the Customer's failure to report changes.

The Customer shall check the feasibility of the request, provided that this is necessary and unless the customer contract is concluded contemporaneously, and make a statement and inform the user in a verifiable manner, without delay but in no more than 15 days of the filing of the request for subscriber service, of the fact that

- a) the Service Provider is ready to perform the request,
- b) the request can be performed, but the service cannot be provided in 30 days from the date of the request for technical reasons, in which case the Service Provider shall determine a deadline (year,

month and day) on or before which the Service Provider undertakes to commence the provision of the service, which may not be more than 90 days calculated from the date of the request,

c) the request can be performed, but the service would be provided by means of the unbundling of local loop, in which case the Service Provider shall determine a deadline (year, month and day) on or before which the Service Provider undertakes to commence the provision of the service, which may not be more than 15 days from the deadline determined in the reference offer made by the unbundling service provider for the unbundling of the local loop,

d) the Service Provider is not ready to perform the request.

In the cases determined in paragraphs a)-c), the Service Provider shall make an offer to conclude a customer contract with the applicant based on the request according to the general terms and conditions of the Service Provider contemporaneously with informing the applicant of the feasibility of the request.

In the case described in paragraph c), the Service Provider shall initiate the unbundling of the loop without delay, but in no more than 5 days.

2.1.3 The conclusion of the customer contract

The contracting parties shall agree upon the terms and conditions related to the establishing of the service access point and the provision of services through the service access point, which shall apply to the given Customer exclusively, in an individual customer contract.

The customer contract shall be deemed to be concluded

a) between present parties when the Customer makes legal statement to accept the Service Provider's offer and express his intention to sign the customer contract, with special regard to legal statements made at customer service offices,

b) between absent parties when the legal statement made by the Customer to accept the Service Provider's offer and express his intention to sign the customer contract takes effect.

Customer contracts may only be concluded by conduct (implied agreement) if the offer and the substantial content of the customer contract is known to the Customer at the time of making the statement of acceptance. Exclusively active conduct expressing the will to conclude the customer contract beyond all doubt shall qualify as a legal statement made by conduct to conclude the contract. No omission of the statement or refraining from any conduct shall be deemed to be a legal statement aimed at the conclusion of a customer contract.

If the customer contract is concluded orally or by conduct, the Service Provider shall issue a document containing at least the data specified in Article 11, Section (1) of the Decree in 8 days following the date of conclusion of the customer contract, unless it was issued prior to the conclusion of the customer contract. The Service Provider shall hand over or send the document to the Customer in a verifiable manner in writing free of charge, on a durable data carrier or in e-mail, as may be agreed upon by the parties, or, in the absence of such an agreement, in printed hard copy.

The Service Provider shall inform the Customer in a verifiable manner prior to the conclusion of the customer contract that the Customer may request once a year throughout the term of the customer contract, as well as subsequent to the termination thereof, as long as the statute of limitation determined in Article 143, Section (2) of Eht runs, the delivery of a document certifying the effective content of the customer contract as of the date specified by the Customer and

containing no less than the data determined in Article 11, Section (1) of the Decree, free of charge. The Service Provider shall deliver or send this document to the Customer in a verifiable manner in 8 days of receipt of the request free of charge in printed hard copy or on other durable data carrier or in e-mail, as may be requested by the Customer.

If the customer contract is concluded by and between absent parties, the Service Provider shall inform the Customer of the date of conclusion of the customer contract without delay, but in no more than 8 days. If the customer contract between absent parties is concluded for a definite period of time, the Service Provider shall indicate in its notice to the Customer the date of expiry of the definite term as well.

The Service Provider shall inform the Customer in a verifiable manner, prior to the conclusion of the customer contract for a definite term, of the amounts of all cost items to be borne by the Customer as a minimum during the total term of the customer contract concluded for a definite term, both subdivided to services or service elements and cumulatively. For the purposes of the customer contract, costs shall include in particular the joining fee, the monthly or periodical fee of the package, the price of the terminal equipment or other device sold in the framework of a civil relationship pertaining to electronic telecommunication device related to the customer contract, the initial instalment, the subsequent instalments, interests and other fees in the event of hire purchase (to be indicated), as well as the rent or license fee payable in the event of the leasing of such equipment or device, as may be applicable. Should the Service Provider fail to inform the Customer as required above, all provisions of the customer contract concluded for a definite term which determines any legal consequence detrimental to the Customer shall be null and void.

If the contract is concluded electronically (in particular on the relevant platform of the website or in e-mail), the Service Provider shall confirm the conclusion of the customer contract electronically and register the same in a durable manner without delay but in no more than 48 hours following the conclusion of the contract. The Service Provider shall send the customer contract in e-mail to the Customer or provide the Customer the data necessary to access the customer contract in e-mail or by other electronic means in 5 days from the date of registration of the contract.

2.2 The list of data necessary for the conclusion of the customer contract

Data necessary for the conclusion of the customer contract:

A) Personal data:

- a) name, registered office, company registration No. or other registration number, tax registration No., bank account number and invoicing address (if different from the registered office) of the Customer
- b) location of and the verification of the right to use the service access point(s), nature and number of communication equipment connecting to the service access point(s);
- c) contact details (name, phone number and e-mail address of the contact persons in charge of general contractual issues and operational issues)
- d) list of the service(s) requested, definition of the required technical parameters (the required speed, connection platform).

B) The Service Provider's data:

- a) name, registered office, mailing address of the Service Provider,
- b) company registration No. of the Provider,
- c) phone number and e-mail address of the central customer service,
- d) all contact details of the fault reporting service,
- e) the address of the website,
- f) the place where the General Terms and Conditions or its individual chapters are available, if the latter are available separately as well.

2.2.1 The substantial elements of the individual customer contract concluded in writing

Individual customer contracts concluded in writing shall contain, as a minimum, the following data, provided that they are necessary with regard to the nature of the service:

- a) the data determined in Section 2.2;
- b) the Service Provider's data;
- c) the description of the service
- d) the service fee;
- e) the term of the customer contract.

2.3 The way and conditions of using subscriber services, the time, subject matter and other limitations of using the service

2.3.1 The way and conditions of using subscriber services:

The Service Provider may refuse to conclude the customer contract, in particular if

- a) the request for quotation does not contain all the data required in Section 2.2 for the customer contract;
- b) the the service requested in the request for quotation or the technical conditions necessary for the provision of the given service are not available at the given address;
- c) the applicant/customer owes any outstanding fee towards MVM NET Zrt or any other service provider at the date of submission of the request for quotation;
- d) the request for quotation contains untrue data and/or pertains to a contract containing untrue data;
- e) the request for quotation is submitted with regard to an address affected by a previous default on payment and the applicant/customer does not agree to pay the collateral required by the Service Provider;
- f) in the event of default on payment, the Customer has not paid the fee or the collateral required by the Service Provider for the specific service period.

The service can be used through a service access point established based on a customer contract, by means of a standard electronic telecommunication device carrying a conformity label and connected to the service access point.

The service can be used from any service access point where the technical conditions of establishing a connection with the electronic telecommunications network are fulfilled. The leased line section enabling access to the network of the Service Provider from the premises specified by the Customer may be provided by the Service Provider.

The Service Provider may involve subcontractors in the performance of the individual services or any part thereof without the need to obtain the prior consent of the Customer. The Service Provider shall be liable for the performance of its subcontractors as for its own.

2.3.2 Time, subject matter and other limitations of using the service provided based on the customer contract

The Service Provider shall provide the service in the geographical area determined in Annex 1 for the individual services. Cross-border service may be provided by means of the cooperating partner service providers. The Service Provider undertakes to perform the request on the condition that the installation of the Customer terminal equipment, if necessary, is not hindered by any technical obstacles or official limitations and can be realized at a reasonable cost.

The Customer cannot select an intermediate service provider when using the fixed location telephone service.

2.4 The deadline for establishing the Customer's access point and connecting to the network terminal point or the network and the deadline for commencing the service

2.4.1 The deadline for establishing the Customer's access point and connecting to the network terminal point or the network

The Service Provider shall establish a permanent service access point or connect the Customer with the network terminal point and the network in 30 days calculated from the date of submission of the request/order or the deadline determined in the individual customer contract so that the Customer can use the electronic telecommunication services provided on the network and subject to the contract during the term of the contract.

The service subject to the subscription shall be assigned an identification number in the Customer contract and the Customer shall refer to this number subsequently.

2.4.1.1 The Service Provider shall not be deemed to be in default if

- a) the Customer fails to provide the conditions of on-site installation works by the date agreed upon with the Service Provider in advance,
- b) the establishing of the service access point is frustrated due to force majeure or any third party or
- c) the parties agree to establish the service access point later than in 30 days.

2.4.1.2 The following periods shall not be taken into regard when calculating the period of establishing the service access point or determining the Service Provider's default:

- a) the period necessary for obtaining the permits from the Customer or third parties within the control of the Customer;
- b) the period during which the Customer or any third party within the control of the Service Provider fails to provide the environmental and working conditions of establishing required by the Service Provider or access to the place of establishing.

Service access point or the point of connecting to the network terminal point or the network shall denote any and all points of physical connection through which the electronic telecommunication terminal equipment used by the Customer can be connected, enabling the exchange of information with the Customer via the electronic telecommunication network.

The Service Provider may charge a one-off establishing fee according to Annex 2 in consideration for the establishing of the service access point.

In the event of wishing to use the service in a real property which is not owned by the Customer, the Customer shall make a statement to verify that he is duly authorized to use the real property (or service access point). If the Customer fails to make such statement and cannot use the service for the lack of authorization, the Customer shall be liable for all ensuing claims and pay all fees related to the service as if he had used the service.

2.4.2 The deadline for commencing the service

- a. The Service Provider shall commence the provision of the service in 15 days calculated from the date of conclusion of the customer contract or on or before any later date agreed upon by the parties in the customer contract, but no later than in 90 days calculated from the date of conclusion of the customer contract.

b. In the event the provision of the service could not be commenced by such deadline for a cause within the Customer's control, the Parties may determine a second due date for commencing the provision of the service, which may not be later than 90 days calculated from the date of conclusion of the customer contract.

2.4.3 The consequences of defaulting on the deadline

2.4.3.1 In the event of defaulting on the deadline specified in paragraph a) or b) or undertaken by the Service Provider according to paragraph b) and c) of Section 2.1.1, the Service Provider shall be obliged to pay liquidated damages amounting to one fifteenth of the joining fee determined in the General Terms and Conditions, without any discounts, or, in the absence of an joining fee, eight times the one thirtieth of the monthly subscription fee determined in the General Terms and Conditions for the fee package subject to the customer contract, without any discounts, or of the free prepaid for prepaid services, for each day in default.

2.4.3.2 Should the Service Provider be unable to meet the deadline specified in paragraph a) or b) or undertaken by the Service Provider according to paragraph b) and c) of Section 2.1.1 for technical reasons and therefore terminate the customer contract, the Service Provider shall pay 50% of the liquidated damages determined in section 2.4.3.1 from the date of expiry of the deadline for commencing the provision of the service up to the date of termination of the customer contract.

2.4.3.3 In the event of the Service Provider's default on the deadline specified in paragraph a) or b) or undertaken by the Service Provider according to paragraph b) and c) of Section 2.1.1, the Customer may cancel the customer contract before the establishing of the service access point without incurring any detrimental legal consequences. In the event of cancellation by the Customer, the parties shall settle payments with each other and the Service Provider shall refund the fees paid based on the customer contract in no less than 30 days from the date of cancellation to the Customer, whereas the Customer shall return any and all devices received from the Service Provider.

2.4.3.4 If the customer contract is concluded off the premises or between absent parties, the Customer may cancel the customer contract without specifying the cause in 14 days of the date of conclusion thereof without incurring any detrimental legal consequences. If the Service Provider commences the performance of the customer contract before the deadline for exercising the right of cancellation, the Customer shall be entitled to terminate the customer contract in 14 days calculated from the date of conclusion thereof with immediate effect.

3. The content of the customer contract

3.1 Description of the subscriber service provided by the Service Provider

MVM NET Zrt belonging to MVM company group operates a high quality and modern electronic telecommunication network suitable for the provision of electronic telecommunication services available to the public and supporting the transmission of information between network terminal points, in addition to the provision of complete and independent capacity necessary for the operation of the electricity transmission system.

The network of the Service Provider is suitable for establishing a wide range of electronic telecommunication services. The gradual development of the network enables the continuous

improvement of the quality of the services, as well as the expansion of the range of the available services.

The Service Provider offers the following services:

- a) Leased line subscriber service
- b) Fixed location internet access service,
- c) Other voice transmission service,
- d) Fixed location telephone service, VPN based voice transmission service, VPN based data transmission service,
- e) Other data transmission service.

The detailed content and the description of the services are determined in Annex 1 as follows:

3.1.1 Leased line subscriber service:

- a) Leased line subscriber service

3.1.2 VPN based data transmission service:

- a) Fixed location data transmission service

3.1.3 Fixed location internet access service:

- a) Fixed location internet access
- b) NET xDSL service

Fixed location telephone service:

- 3.1.4 Fixed location telephone service

3.1.5 VPN based voice transmission service:

- a) Fixed location telephone service

3.1.6 Other voice transmission service:

- a) Fixed location telephone service

3.1.7 Other Customers' data transmission service:

- a) Access to mobile devices on individual point of access
- b) Access to mobile devices on individual point of access with company network

3.2 The geographical area of availability of the service

The service area shall be the territory of Hungary and the service shall be available on the network licenced according to the records of the National Media and Infocommunications Authority exclusively. The precise geographical area of the service provision shall be determined in Annex 1.

3.3 Description of access to emergency call services, the use of emergency call services, access to information on the location of the caller and the use of such information.

The access to emergency call services, the access to information on the location of the caller and the use of such services and information are described in detail in Annex 1.

3.4 Information on whether or not the service qualifies as universal service

The services subject hereto do not qualify as universal services. The Service Provider is not a universal service provider.

3.5 The location of the customer access point constituting the limit of liability of the Service Provider

The limitation of the Service Provider's liability, the place of delivery and the service access points shall be determined in detail in Annex 1.

4. The quality and safety of the subscriber service

4.1 The individual target values of the subscriber service as determined in the NMHH Decree on the quality of service requirements for electronic telecommunication services related to the protection of Customers and users and the credibility of rates, as well as the quality of service requirements assumed by the Service Provider voluntarily, the interpretation of such target values and the measurement method applied to check the meeting of such values

The Service Provider shall do its best to guarantee to efficiency and continuity of the service. The Service Provider shall not be liable for any damage arising from any failure or deficiency arising from a cause beyond the Service Provider's control.

The quality indicators agreed to be met by the Service Provider are in line with the requirements determined in NMHH Decree 13/2011. (XII. 27.) on the quality of service requirements for electronic telecommunications services related to the protection of Customers and users, and the credibility of rates. The Service Provider provides its services on a network licensed by the authority, by using equipment carrying the relevant conformity label. The equipment conform to the requirements of the Hungarian and international standards. The Service Provider monitors the operability of its network by means of its network monitoring system continuously.

The quality target values and indicators undertaken with regard to the individual services, the interpretation of these values and indicators and the measurement methods applied are described in Annex 1.

The provision of the service via a backup route may not reduce the value of annual availability.

Maintenance breaks announced by the Service Provider in advance shall not be included in the value of the annual availability or the maximum permitted annual downtime.

4.2 Detailed presentation of legal rules governing traffic measurement, control and

management in the Service Provider's network.

The Service Provider shall analyse the date of its equipment used during its activity to forward signals on a regular basis and carry out periodical checks on the network in order to ensure the integrity and safe operation of its network. The Service Provider represents that such checks and inspections do not affect the quality of service. The Service Provider may and shall limit the service on its own or through its service provider partner or render the website in question inaccessible in the cases determined by the law.

4.3 Information on the measures the Service Provider may take in connection with events and threats affecting safety and the integrity of the network or with vulnerable points

In the interest of eliminating events or threats jeopardizing the integrity of the service or the network necessary for the proper operation of the service, the Service Provider shall:

- do its best to cooperate with other service providers,
- inform the competent authorities immediately,
- inform the Customers of safety events affecting them, if so required by the law and
- of the means and steps necessary to prevent or eliminate such threats.

Other specific safety measures to be applied in respect of the individual services are determined in Annex 1.

Detailed information on data management and data safety is provided in Section 10.

4.4 The conditions of connecting of customer terminal equipment

Any electronic telecommunication terminal equipment (router, multiplexer, telephone, terminal, etc.) shall meet the requirements of the relevant Hungarian and international standards and carry a conformity label to be connected to the service access point for the purpose of the provision of leased line, fixed location internet access, fixed location data transmission and fixed location telephone services.

In the event the Customer connects to the network of the Service Provider with a device which was not provided by the Service Provider, the Service Provider cannot guarantee the quality of the services and may not be held liable for the nonconformity of the device or any damage arising from the nonconformity, unless the Service Provider has issued a certificate of acceptance for the type of the device in question.

The Customer shall be responsible for the terminal equipment and their conformity. The Service Provider may inspect the Customer terminal equipment connecting to the service access point, the network and equipment used and whether they are used according to their intended purpose in order to check if the connection conforms to the applicable standards. The Service Provider may not unreasonably disturb the Customer during the inspections. The Service Provider shall call upon the Customer in writing to eliminate any deficiencies found during the inspection in 3 days and disconnect the Customer terminal equipment, should the Customer fail to meet such deadline.

The Customer shall ensure that the technical and reliability parameters of the terminal equipment connecting to the service access point and owned and maintained by the Customer shall meet all official requirements throughout their operation. The responsibility for the operation of the equipment owned

and maintained by the Customer shall rest with the Customer.

The Customer shall use its equipment used for the service according to their intended purpose. The Customer may connect to one service access point terminal equipment (or network) carrying a conformity label in the number specified in the customer contract.

The Service Provider may not be held liable for the deterioration of the quality of service caused by the Customer acting in any of the cases described above without the Service Provider's consent. The Customer shall indemnify the Service Provider for any damage caused to the Service Provider in any of the cases described above.

Should the Customer fail to act as instructed by the Service Provider exercising its right of inspection, the Service Provider may terminate the customer contract according to the terms and conditions determined herein.

The Service Provider may exclude the Customer's equipment connecting to the service access point from the service, if the Service Provider becomes aware of the fact that such equipment poses any risk to life or limb or any other hazard to the network of the Service Provider.

All other provisions pertaining to the terminal equipment connecting to the service access point are provided in Annex 1.

5. Suspension or limitation of the service

5.1 The cases and conditions of the suspension of the subscriber service, the longest period of suspension which may be requested by the Customer, the cases of suspension related to the payment of the fee and the amount of the fee payable

5.1.1 The cases and conditions of suspension at the Customer's request

The Service Provider shall suspend the subscriber service at the Customer's request and may only compel the Customer to pay reservation fee for the period of suspension (Annex 2). The period of suspension requested by the Customer may not be longer than 6 months. The term of the customer contract concluded for a definite term shall be extended by the period of suspension. The Customer shall send his suspension request to the Service Provider in writing, no later than 15 days prior to the commencement date of the suspension. The suspension shall not affect the continuity of the legal relationship.

In the event of the suspension of the subscriber service at the Customer's request, the Customer shall pay a one-off disconnection fee according to the terms and conditions determined in Annex 2 upon the commencement of the suspension.

The Service Provider shall charge a so-called reservation fee for the period of suspension according to Annex 2. The Service Provider shall reconnect the service upon the expiry of the period of suspension.

Should the reconnection of the service require a local intervention, the Service Provider shall charge the reconnection fee determined in Annex 2.

The Service Provider shall also suspend the subscriber service at the Customer's request for a period of no more than 15 days, if the SIM card provided by the Service Provider to the Customer

for the purpose of VPN based data transmission service / Other customer data transmission services becomes unavailable for any reason whatsoever (theft, loss). The Customer shall report such events to the Service Provider in writing and, in the event of a police action, file the copy of the police report as well.

The Customer may request the Service Provider to replace the SIM card lost or stolen in 15 days following the report or otherwise the provisions of Section 12.4 shall apply regardless of the absence of the Customer's statement.

5.1.2 Conditions of suspension for a cause within the Service Provider's control

The Service Provider may suspend the service to be able to perform maintenance and development works on its electronic telecommunication system (planned downtime), unless the Service Provider could apply another economical technical solution not requiring suspension. If the service is suspended in a planned manner, in the absence of any other technical solution, due to the reconstruction, upgrading, replacement or maintenance of the system and the Service Provider sends written notice to the Customers no less than 15 days prior to the suspension, such suspension may not exceed 1 day per month and 6 hours per occasion.

Unless the Customer objects to the planned date of the downtime, the Service Provider may suspend the service according to its written notice. If the Customer has any objection to the date, he shall initiate negotiations with the Service Provider without delay following the receipt of the Service Provider's notice. The Customer may raise an objection to the date specified by the Service Provider on reasonable grounds only.

The Service Provider may also request an extraordinary maintenance break by informing the Customer no less than 24 hours before the start of the break. Extraordinary maintenance breaks shall be subject to the Customer's permit and may be realized at the time and date specified and continue for the period permitted, by the Customer only. Any deviation from permission of the Customer shall be deemed to be system failure.

The period of the planned downtime and extraordinary maintenance break shall not be included in the maximum permitted annual downtime or to be taken into regard for the calculation of the value of the annual availability.

5.1.3 Conditions of suspension beyond the control of the parties

The Service Provider may suspend the service for unforeseeable and unavoidable external causes (force majeure) or if so instructed by government agencies duly authorized by the law or in order to protect the national defence, national security, economic or public security interests of Hungary as required by the law. The suspension shall not affect the continuity of the legal relationship. In this case, the Customer shall not pay any subscription fee for the period of suspension.

5.1.4 Other cases of suspension

The service may be suspended in certain cases determined by the law, in particular if:

- a) a liquidation, winding-up or bankruptcy process is initiated against the Customer;
- b) the Service Provider is subject to limitation for a period in excess of 15 days, unless the Service Provider exercises its right to terminate the contract according to Article 134, Section (7) of the Eht;

- c) the available data and information suggest that the Customer made a misrepresentation of any material circumstance, with special regard to personal data, in order to conclude the contract with or use the service of the Service Provider.

The Parties agree to strive at suspending only the part of the service affected, should the Customer use several services based on the customer contract, provided that this is technically feasible.

5.2 The cases and conditions of and the possible ways of implementing the limitation of the subscriber service, with special regard to the limitation of traffic initiated by or terminated at the Customer and the reduction of the quality or other features of the subscriber service

5.2.1 The cases of limitation of the subscriber service

The Service Provider may limit the use of the subscriber service, with special regard to the traffic (aimed at the service access point) initiated by or terminating at the Customer, or reduce the quality or other features of the subscriber service, by informing the Customer, in the following cases:

- a) the Customer hinders or jeopardizes the proper functioning of the Service Provider's network, with special regard to the Customer's connecting any terminal equipment not carrying a conformity label or not equipped with a proper interface to the service access point;
- b) the Customer using the service resells the subscriber service to a third party or uses the same for the purpose of network service without the Service Provider's consent;
- c) the Service Provider continues in default on the payment of the fee after the expiry of the deadline of no less than 30 days determined in the notice sent to the Customer to call upon the Customer to make payment in 8 days following the due date of payment and did not provide the Service Provider the collateral required herein to secure the payment of the fee
- d) the consumption of the Customer has exceeded the amount or the volume of calls, messages or data determined as an upper threshold herein or in the individual customer contract for the given service.

The Service Provider may limit the service, in the event the available data and information suggest that the Customer made a misrepresentation of any material circumstance, with special regard to personal data, in order to conclude the contract with or use the service of the Service Provider.

The period of limitation shall not be included in the maximum permitted annual downtime or the amount of the annual availability.

Limitation may mean the reduction of the target values of bandwidths determined in the individual customer contract (and offered and guaranteed in respect of certain services) by no more than 50% on the average during a period of 14 days.

The fee charged for the period of limitation shall be the prorated portion of 50% of the monthly subscription fee. The Service Provider shall charge for the restoration of the conditions of service prior to the limitation the one-off fee determined in Annex 2 (the fee of lifting the limitation).

The Service Provider shall inform the Customer of the earliest date of the limitation no later than no later than 3 days in advance. In the case described in paragraph d), the limitation may take place subject to contemporaneous notice to the Customer.

The possible ways of implementing a limitation are presented in Annex 1.

5.2.2 Notice of limitation of the subscriber service

The Service Provider shall inform the Customers affected of the limitation by specifying the cause of the limitation in compliance herewith.

5.2.3 Lifting the limitation of the service

The Service Provider shall continue providing the service, if the cause of the limitation has been eliminated. The Service Provider may charge a reasonable and fair fee as indicated in Annex 2 in consideration for the restoration of the availability of the service. In the event the Customer decides to terminate the Customer Contract upon the elimination of the cause of the limitation and the Service Provider is informed of such fact no later than upon the elimination of the cause of the limitation or if the parties mutually agree to terminate the Customer Contract, the Service Provider shall uphold the limitation until the date of termination of the Customer Contract, unless the Customer makes a statement to the contrary.

5.3 The cases and conditions of the suspension of the subscriber service

In the event the service has been limited for a period of more than 15 days and the Service Provider has not terminated the customer contract according to Article 134, Section (7) of the Eht, the Service Provider may suspend the service for no more than 6 months.

The Service Provider may not charge any fee during the suspension of the service.

In the event the cause of the suspension of the service continues existing, the Service Provider may suspend the customer contract with 15 days' notice to take effect on the last day of the suspension of the service. If the Customer terminates the customer contract upon the elimination of the cause of the limitation and the Service Provider is informed of such fact on or before the date of elimination of the cause of the limitation or the parties mutually agree to terminate the customer contract, the Service Provider may uphold the limitation up to the date of termination of the customer contract, unless the Customer makes a statement to the contrary.

6. Customer relationship, fault repair, complaint handling, legal disputes

6.1 The process of handling fault reports, the deadline for fault repair, the procedure of recording fault reports and repairing faults

6.1.1 The process of handling fault reports, the deadline for fault repair, the contact details to be used for reporting faults

The Service Provider shall commence identifying the fault without delay subsequent to the receipt of the Customer's fault report according to Section 6.1.2. The Service Provider shall investigate the fault in 48 hours or within any other time determined in the relevant Annex and inform the Customer of the findings of the investigation, as well as of the possible need for additional on-site examinations to be conducted at or in a manner affecting the service access point by specifying

the time and date thereof (year, month, day and a 4 hours' period sometime between 8.00 a.m. and 8. p.m.) or if the fault could not be detected during the examination or if the cause of the fault is beyond the control of the Service Provider.

The Customer shall eliminate the fault reported by the Customer and verified by the process aimed at the identification of the fault in 72 hours or any other time as may be determined in the relevant Annex. Should repairing the fault be subject to the consent of a third party (e.g. authority, public utility service provider or real property owner), the deadlines for fault repair shall be extended by the period of time necessary for obtaining such consent(s), however, the Service Provider must apply for the consent in 48 hours or any other time determined in the relevant Annex.

An fault shall be deemed to be real if it was reported by the Customer and established by the Service Provider. The Customer reporting a fault must provide his customer number or the contract number for identification purposes.

The Service Provider maintains an fault reporting service, which can be contacted on the phone or electronically, in order to ensure that any fault arising may be repaired and eliminated in the shortest possible time. The contact details of the fault reporting service are provided in Section 1.3 hereof.

6.1.2 Recording of fault reports, the procedure of reporting faults

Any fault shall be deemed to be reported by the Customer, if the Customer and his contact details can be clearly identified based on the report. If the necessary data cannot be identified clearly or at all during the report, the Service Provider shall call upon the Customer to specify the data in question in the interest of the identification and elimination of the fault. The Service Provider accepts no liability whatsoever for any delay arising from deficient data.

The Service Provider shall only accept the fault report submitted by the Customer in writing if it contains the detailed description of the fault and the Customer can be clearly identified.

The Service Provider shall confirm the receipt of the fault report to the Customer, then record and register the report.

The records of the fault report shall contain:

- a) the mailing address or other identification data of the Customer;
- b) the ID number and relation of the connection assigned to the service access point;
- c) the station address or relation of the fault;
- d) the description of the fault;
- e) the time and date of occurrence of the fault (year, month, day, hour, minute);
- f) the name of the person notified to eliminate the fault;
- g) the actions taken to identify the cause of the fault and the result of such actions;
- h) the cause of the fault;
- i) the manner, the date and time (year, month, day, hour, minute) and the result of the elimination of the fault (if failed, the cause of the failure);
- j) the method and the time and date of informing the Customer.

The Service Provider shall inform the Customer based on the findings of the examination without

delay of the fact that:

- a) the fault could not be detected during the examination or the fault occurred due to a cause beyond the control of the Customer or;
- b) the Service Provider commenced to repair the fault or;
- c) the Service Provider cannot undertake to repair the fault for the (specific) time being or on the long term, either, therefore offers a discount to the Customer.

If the fault can be investigated or eliminated exclusively on site, in the facility of the Customer and at the time and date determined by the Customer; or if the fault could not be repaired at the time and date agreed upon by the Service Provider and the Customer for a cause beyond the control of the Service Provider; or the elimination of the fault is subject to the consent of a third party (e.g. authority, public utility service provider or real property owner), the deadline for repairing the fault shall be extended by the time of the downtime or the time necessary for the said processes.

The Customer shall cooperate with the Service Provider in the interest of the elimination of the fault or, should it be necessary with regard to the nature of the fault, with any third party Service Provider or authority.

6.2 The Customer's rights in the event of the faulty performance of the subscriber service

6.2.1 Faulty performance by the Service Provider

The service provided by the Service Provider to the Customer shall be deemed to be faulty, if a given service access point can be accessed or used not at all or only to a limited extent due to the irregularity of the service.

The Service Provider shall cooperate with the service provider partners in the investigation and elimination of faults affecting several Service Providers as determined in the contracts concluded with such other service providers.

The Customer or other person acting on behalf of the Customer may report the malfunction or operational failure detected by contacting the fault reporting service of the Service Provider which is available round the clock free of charge or in writing as well.

The cases described below shall not be deemed to be faulty performance:

- a) the fault was verifiably caused by the Customer or a third party acting on behalf of the Customer;
- b) the fault occurs in the network or terminal equipment connecting to the service access point which is owned by the Customer or operated by a third party on behalf of the Customer,
- c) the fault was caused by the Customer using the terminal equipment owned by the Service Provider in a manner which is not in accordance with its intended purpose,
- d) the fault was caused by a defect of the power supply,
- e) the fault was not reported,
- f) the Service Provider eliminated the fault before the expiry of the deadline for fault repair,
- g) the Customer failed to provide access to the real property, which is necessary for the elimination of the fault,
- h) the service is suspended according to the General Terms and Conditions or the use of the service is limited based on Section 5.2 of the General Terms and Conditions.

If the Service Provider challenging the Service Provider's position related to faulty performance may initiate the commencing of a market surveillance process with the National Media and Infocommunications Authority or contact the Media and Infocommunications Commissioner.

6.2.2 The Customer's rights in the event of the faulty performance of the subscriber service

The Service Provider shall pay liquidated damages in the event of the faulty performance or non-performance of the customer contract for a cause within its own control. The statute of limitation for civil law claims arising from customer contracts shall be one year to be calculated from the date of occurrence of the faulty performance.

The detailed rules governing liquidated damages are provided in Section 7.4.

6.3 The process of handling Customer complaints (handling invoice complaints, claims for liquidated damages)

6.3.1 The manner of and the deadline for answering complaints, the Customer's rights

related to complaint handling

The Service Provider shall investigate the complaint without delay but no later than in 15 days, unless expressly provided otherwise in these General Terms and Conditions, and respond to the Customer in 15 days calculated from the date of investigation of the complaint. The Customer is entitled to report complaints, get an answer to his complaint within the time agreed upon with the Service Provider, as well as information regarding his complaint. The Customer is also entitled to present the matters of dispute related to his complaint to the authorities specified in Section 6.6.

6.3.2. Invoice complaint

In the event the Customer challenges the amount of the fee charged by the Service Provider (invoice complaint), he may report this at the customer service. The Service Provider shall record the report without delay and investigate it in no more than 15 days. In the event of default on this deadline, the Service Provider may not terminate the customer contract as long as the report has been duly investigated.

If the Customer submits his report challenging the amount of the fee charged prior to the due date of payment and the Service Provider does not dismiss the report in 15 days, the due date of payment of the fee subject to the report shall be extended by the period of the investigation of the invoice complaint.

In the event of acknowledging the report, the Service Provider shall credit the fee difference and the interest accrued on the fee difference from the date of payment of the fee to the Customer's invoice or refund the fee difference including interests to the Customer in one amount, according to the selection of the Customer, upon settlement in the next month if the Customer pays the fee on a monthly basis or otherwise in 30 days of the evaluation of the report. In the event of the crediting or repayment of the fee difference, the amount of the interest due and payable to the Customer may not be less than the amount of the interest due to the Service Provider in the event of the Customer's default on payment.

The Service Provider may dismiss the complaint in writing only, including an explanation, and send a copy of such document to the Customer.

6.3.3 The rules of handling claims for damages and liquidated damages

To the cases of the obligation to pay, and the amount of, damages or liquidated damages the provisions of Sections 7.3 and 7.4 hereof shall apply.

If the Service Provider pays the fee on a monthly basis, the Service Provider shall credit the amount of the invoice for liquidated damages issued by the Customer in one amount to the Customer's account upon settlement in the subsequent month, i.e. set it off against the amount of the subsequent invoice, or refund it to the Customer in one amount, according to the selection of the Customer, in the event of the termination of the legal relationship of the Customer. The Service Provider shall credit the amount of liquidated damages payable in the event of delayed or faulty performance at the service access point in the invoice(s) to be issued after the commencing of the service.

6.3.4 Complaints related to data management

The handling of complaints related to the management of personal data or data security shall be governed by the procedure determined in Section 10 hereof and in the Information on Data

Management and the Service Provider shall inform the Customer of such procedure no later than the deadline specified in Section 6.2.1, unless the Service Provider responds to the complaint earlier on the merits of the case.

6.3.5 The way of settling disputes, the Customer's right to legal remedy

In the event the Customer has any problem with the quality of service irrespective of the outcome of the fault elimination process, the Customer may involve an independent expert to measure the quality of the service.

The Customer shall have records taken of the measurement by the expert and present the results of the measurement in detail in these records. The Service Provider shall take the expert's records into regard in respect of the faulty performance.

In addition to the expert measurement, the Customer shall be entitled to legal remedy in the event his complaint report was dismissed or the Customer does not agree with the content thereof.

The Customer may initiate an investigation based on the effective legal rules with the National Media and Infocommunications Authority, the Media and Infocommunications Commissioner or the Hungarian Competition Authority.

6.3.6 Force majeure

Force majeure denotes any unforeseeable and unavoidable event or circumstance beyond the control of the Parties which renders the performance of the customer contract temporarily or permanently impossible despite the reasonable advance actions of the Parties and their reasonable efforts aimed at the elimination of the event or circumstance. Such events and circumstances shall include, without limitation, wars, insurrections, sabotage, attempts at explosion and other emergencies, natural disasters, floods, extreme weather conditions, fires, strikes, the measures taken by agencies thereonto authorized in the Act on home defence and the Act on the police (including national security agencies), as well as any event similar to those listed above which causes severe and unavoidable physical damage to the electronic telecommunication network of the Service Provider.

The Service Provider may suspend the service for unforeseeable and unavoidable external causes (force majeure) or if so instructed by government agencies duly authorized by the law or in order to protect the national defence, national security, economic or public security interests of Hungary as required by the law. The suspension shall not affect the continuity of the legal relationship. In this case, the Customer shall not pay any subscription fee for the period of suspension. In addition to the legal consequences determined herein and the applicable legal rules, the force majeure event shall exclude the contemporaneous breach of contract by the parties.

6.4 The operation of the customer service, the deadline for serving customers

6.4 The order of the operation of the customer service, complaint handling

Customers can contact the central customer service in opening hours any time on the phone, in person or in e-mail.

The Service Provider shall investigate the complaint without delay but no later than in 15 days, unless expressly provided otherwise in these General Terms and Conditions, and respond to the

Customer in 15 days calculated from the date of investigation of the complaint. If the Customer contacts the customer service in person, the Service Provider shall respond in postal mail in writing.

The Service Provider shall operate a customer service available in person, on the phone or in writing in the interest of the Customers, for the purpose of informing Customers and managing the reports and investigating and handling the complaints of the Customers. The contact details of the customer service of the Service Provider are provided in Section 1 hereof.

The customer service shall:

- a) receive written reports concerning the use of the service and record and register reports;
- b) collect the data necessary for contracting, prepare individual customer contracts for signing and have them signed by Subscribers;
- c) start consultations within the Service Provider to assess the technical feasibility of the service access point requested;
- d) provide information and advice concerning the services provided by the Service Provider;
- e) prepare the contract amendment document for signing and have the same signed by the Customer;
- f) modify the records in the event of change to data not requiring contract amendment;
- g) make the General Terms and Conditions available to Customers;
- h) inform the Customer about the fee payable by the Customer;
- i) prepare the invoicing;
- j) manage invoice complaints, investigate and remedy other complaints.

The Service Provider shall record the calls of Customers reporting complaints on the phone and store the records for 1 year in order to enable the retrieval of the calls and comply with the applicable legal rules. The Service Provider shall store the records by observing the effective data protection rules, as may change from time to time, all times.

6.4.2 The deadline for serving customers

The Service Provider agrees to serve Customers during the official customer service hours without unreasonable waiting time.

The average deadline for serving Customers who submitted their complaint in writing, in e-mail or in person shall be 15 days calculated from the date of submission of the complaint. Questions, complaints and comments related to data management shall be answered in 30 days calculated from the date of submission of the complaint.

Customers contacting the customer service in person shall be served in no more than 15 minutes. The calls of Customers contacting the customer service on the phone shall be answered in no more than 2 minutes.

6.4.3 The order of complaint handling

The detailed rules for the submission of complaints with the customer service are provided in Section 6.2 hereof.

6.5 Directory assistance

The Service Provider operates no directory assistance service. The Service Provider shall forward the name of the Customer, the portion of his address disclosed to the Service Provider for the purpose of publication and his phone number to the universal electronic telecommunication service provider providing directory assistance, subject to the consent of the Customer and provided that he has such data, and the information thus forwarded may be used for the provisions of universal directory assistance, exclusively.

The Service Provider shall enable the Customer to use any national level directory assistance service and ensure the direct availability of the domestic directory assistance service to other end users in the European Union through voice calls or in SMS.

6.6 Information on the possibility and the conditions of initiating legal dispute related to the performance of the service in and out of court, the right to contact the conciliation board, the name and contact details (address, phone number and other details) of the competent authorities, the conciliation board and other organisations

The Customer's right to legal remedy is regulated in Section 6.3.5 hereof.

The Parties agree to strive at settling any matters of dispute arising in the course of their cooperation amicably. Should it be necessary to set up an expert committee in order to resolve the problem, the parties shall delegate their duly qualified and experienced personnel to the committee set up in the interest of finding a mutually advantageous solution to matters of dispute. The parties may involve an independent expert as well. The verified fee charged by such expert (at the rate generally accepted on the competitive market) shall be borne by the Party whose statements are found invalid in the expert records.

If the parties cannot reach an agreement by following the procedures determined herein or through the committee set up by the parties jointly or the independent expert, they can submit their dispute to the National Media and Infocommunications Authority and a dispute arising from the customer contract to the Hungarian Authority for Consumer Protection or the court.

If the Customer disagrees with the Service Provider's position on faulty performance, he can seek help from the Media and Infocommunications Commissioner.

The Customer may submit his complaint with following public authorities:

National Media and Infocommunications Authority

1015 Budapest, Ostrom u. 23-25. Phone: (06 1) 457-7100, Fax: (06 1) 356-5520 www.nmhh.hu

Hungarian Authority for Consumer Protection

1088 Budapest, József krt. 6. Phone: (06 1) 459-4999 www.nfh.hu

Hungarian Competition Authority

1054 Budapest, Alkotmány u. 5. Phone: (06 1) 472-8900, Fax: (06 1) 472-8905 www.gvh.hu

Media and Infocommunications Commissioner

1525 Budapest, Pf. 75. Phone: (06 1) 457-7141, Fax: (06 1) 457-7105

Complaints related to data management and data security:

National Authority for Data Protection and Freedom

1125 Budapest, Szilágyi Erzsébet fasor 22/C.

Website: <http://www.naih.hu>

Phone: (06 1) 391-1400

Fax: (06 1) 391-1410

E-mail: ugyfelszolgalat@naih.hu

7. Fees, tariffs, payment of fees, invoicing, damages, liquidated damages

1. The types and the amounts of the fees payable for the subscriber services, including one-off, regular and traffic-based fees, periods of fee payment, fee packages, fault repair fees, general provisions governing preferential conditions, including the minimum volume or period of use required to be eligible for a discount, fees due and payable upon the termination or amendment of the customer contract or the suspension or limitation of the service, the conditions of charging the fees, including the calculation of the cost related to the terminal equipment and the obligation to refund the fee, the manner and frequency of invoicing and payment, the date of delivery of the invoices, all other fees.

7.1.1 The types and amounts of the fees payable for subscriber services

The Service Provider compels the Customer to pay a fee in consideration for using the subscriber services. The Service Provider shall charge the following types of costs in connection with its activity:

- a) The Service Provider shall charge a one-off joining fee upon the commencement of use of any service regulated herein by the Customer.
- b) The Customer shall pay a monthly subscription fee in consideration for the regular use of the service and a one-off package change fee in the event of changing between the fee packages related to monthly subscription fees. The Customer shall pay a traffic fee after the volume of data transmitted in the framework of the individual services.
- d) The Customer shall pay a time unit based traffic fee (e.g. fee charged for calls) when using certain services (e.g. fixed location telephone service).

Moreover, the Service Provider may also charge other service fees, fees based on other calculation, connection fees or administrative fees.

The rules of procedure of contract amendment due to changes to fees shall be governed by the provisions hereof. In this latter case, unless otherwise provided in the individual customer contract, the omission of the statement by the Customer shall be deemed to be acceptance.

The one-off and regular fees payable by the Service Provider for the service and for using the service shall be increased from January 1 of the given year according to the consumer price index calculated from January to December of the preceding year and officially published by the Central Statistical Office or its legal successor. The Service Provider shall inform the Customer of the change to the fee unilaterally in writing.

7.1.2 One-off and regular traffic fees, periods of fee payment, fee packages, fault repair fees

The amounts of the fees payable by the Customer for the individual services, the fee packages related to the individual services and the one-off and regular traffic fees arising in this connection are presented in detail in Annex 2 hereof.

The fees indicated in Annex 2 do not include the value added tax charged from time to time or the costs of installation of cables within the building, the antenna outside the building or the establishing.

The Service Provider shall develop its services provided as part of Leased line Customer / Fixed location internet access / Fixed location data transmission services at a band width other than determined in Annex 2 depending on the specific requests of the Customers. The Service Provider shall develop the maximum speed of downloading and uploading and the data volume transmitted other than determined in Annex 2 when providing the service "Access to mobile devices on individual point of access / Access to mobile devices on individual point of access with company network" depending on the specific requests of the Customers. The one-off fees and the monthly subscription fees payable for the individual services and the fees or fee packages proportionate to use (traffic fees) shall be determined in the individual contract.

The Service Provider shall not charge any fee for fault repair, unless otherwise agreed upon by the Parties in the individual customer contract.

7.1.3 Changing between fees or fee packages

The Service Provider allows Customers who concluded customer contracts for an indefinite period of time to change between fee and service packages in their own discretion.

The Customer who concluded a customer contract for an indefinite period of time shall pay a fee for changing the fee and service package, which shall be invoiced in the month of completion of the change. The amount of the package change fee is determined in Annex 2 hereof.

7.1.4 The manner and frequency of invoicing and payment, the date of delivery of the invoices, all other fees

The Service provider agrees to provide its services to the Customer continuously. The Customer is obliged to pay the fee regardless of the actual use of the service.

The Service Provider shall issue an invoice once a month in consideration for the service provided based on the customer contract. Invoicing not including any traffic fee shall contain the fee arising in the given month and due and payable in the month of issue. The Service Provider shall charge the traffic fees to the Customer subsequently, in the month following the measurement. The Service Provider reserves the right to charge an advance to the Customer in the given month in respect of the volume of data actually transmitted and/or the time unit based fee.

With regard to the continuous nature of the service, the date of performance shall be the date of the financial settlement. The Customer shall transfer the amount of the invoice issued by the Service Provider on or before the 15th day of the given month in compliance with the Act on value added tax, determining a deadline for payment of no less than 15 days, to the bank account of the Service Provider.

The Customer shall discharge all of his payment obligations on or before the due date determined

in the invoice issued and sent by the Service Provider by means of bank transfer. If the due date is a non-work day, the invoice shall be due and payable on or before the last working day preceding the non-work day. The Customer shall be deemed to be discharging his payment liability by the due date, if the amount of the invoice is credited to the bank account of the Service Provider on or before the due date indicated in the invoice.

In the event of price adjustment, considering the fact that the Central Statistical Office or its legal successor publishes the price index for the previous year no earlier than January 1 of the given year, the Service Provider shall enforce the adjusted one-off and regular fees in the first invoice issued after the publication of the price index and may enforce the differences in the fees affected by the adjustment retroactively as well in its invoices issued from January 1 of the given year.

The Service Provider shall issue an invoice for the fees due and payable on or before the 15th day of the given month to the Customer. The Service Provider shall issue and send an invoice to the Customer once a month, however, maintains the right to send an invoice to the Customer at a less frequent interval of no more than three months, in the event the total of the items (of a positive sign) to be invoiced is less than HUF 400 + VAT = HUF 508. In this case, the date of issue of the invoice shall be the day on which the total of the items with a positive sign in the invoice reached or exceeded HUF 508 incl. VAT. Should this not occur in three months from the date of closure of the previous invoicing period, the Service Provider shall send its invoice to the Customer, regardless of the total amount thereof, when the third month calculated from the closure of the previous invoicing period has lapsed (current period).

Should any due date be a holiday, the subsequent working day shall be the due date of payment. If the invoice was paid in the current month (current period) as the amount paid by the Customer was credited to the bank account of the Service Provider, the Service Provider shall credit the amount paid by the Customer in the month issued for the given month (current period).

The Service Provider may invoice the fee and installation cost which was not charged or which the Service Provider omitted to collect in the given month (current period) in one year after the due date.

The Service Provider shall produce the invoice by rounding the total thereof to forint according to the mathematical rules, regardless of the method of payment.

The Service Provider may provide mediated services as well to the Customer in connection with its services. In this case, the Service Provider shall clearly indicate the fact of providing mediated services in the invoice.

The Service Provider may invoice the fees charged based on several customer contracts (legal relationships) entered into with the Customer in one invoice.

The Service Provider shall indicate the fees payable by the Customer using fixed line telephone service in such breakdown in the invoice sent to the Customer which enables, as a minimum, a differentiation between

- a) the fees of local, STD, domestic distance (differentiated by directions) and international calls,
- b) the fee of calls directed at mobile telephone networks (subdivided by service providers) and
- c) the fee of other content provision used by means of the telephone service (with special regard to premium-rate calls, donation lines) (an invoice containing basic level differentiation).

In the invoices issued in connection with fixed line telephone service shall contain the fees charged for calls aimed at conversation or initiated for other purpose, as well as the period subject to payment and the discounts.

The invoicing period applied by the Service Provider for fixed line telephone services starts at 0.00 a.m. on the first and ends at 12.00 p.m. on the last day of the calendar month (given month), If a call is initiated in the given month but finished in the subsequent month, the portion of the call falling in the given month shall also be deemed to be as use of the service in the subsequent month and to be invoiced at the tariffs applicable to such invoicing period.

7.1.5 General provisions governing preferential conditions, including the minimum use or the period required to be eligible for a discount

The Service Provider may grant discounts from the monthly fees or one-off fees or allow instalment payment in the manner and in the period published by the Service Provider in a separate announcement in advance.

The Service Provider shall publish the various promotions and their conditions (with special regard to the fees), as well as the conditions of participation in the promotions at the website www.mvmnet.hu. The basic conditions of promotional fees and the applicability of such fees shall be determined in the relevant individual customer contracts as well.

7.1.6 Fees due and payable upon the termination or amendment of the customer contract or the suspension or limitation of the service, the conditions of charging the fees, including the calculation of the cost related to the terminal equipment and the obligation to refund the fee

The obligation to refund the fee

The Service Provider shall refund to the Customer

- a) any fees charged and collected by mistake (over-invoicing),
- b) in the event of the suspension or termination of the service, the fee already paid or the relevant portion of the fee. The fee shall be refunded in the invoicing period following the clarification of the over-payment.

The detailed rules pertaining to fees and the conditions of charging the fees are provided in Section 7.1 and Annex 2 of the General Terms and Conditions.

The costs related to the terminal equipment, if applicable, shall be calculated in the individual customer contract.

7.2 Differences arising for the Customer from the various payment methods

The Customer shall duly pay the fee determined by the Service Provider for the service used by the Customer. Invoices may be settled by bank transfer. The Customer shall pay default interest in the event of default on payment. The annual rate of the default interest shall equal two times the base rate of the central bank.

For the purposes of determining the amount of default interest, each calendar day commenced from the calendar day following the due date of payment indicated in the invoice to the date of crediting of the amount paid by the Customer to the Service Provider's bank account shall be

deemed to be a whole day. If the Customer is not paying the amount in question to the bank account of the Service Provider, the date of receipt of the amount by the Service Provider shall be deemed to be the date of crediting of the amount.

The Service Provider is entitled based on Article 132, Section (2), paragraph c) of the Eht. to adjust the fee unilaterally by sending written notice to the Customer in the manner determined herein no less than 30 days in advance.

In the event of payment by bank transfer, the date of performance shall be the day on which the fee is credited to the bank account of the Service Provider.

7.3 The rules of the claims procedure

In the event of the late or faulty performance of the customer contracts, the Service Provider may be held liable for any depreciation of the Customer's assets up to the amount of depreciation of the Customer's assets due to the damage caused by the Service Provider directly. The Service Provider shall not be liable any loss of profit or any indemnification or cost which is necessary to mitigate or eliminate the pecuniary and non-pecuniary disadvantage suffered by the Customer. The Service Provider shall not indemnify the Customer any the portion of damage arising from the Customer's failure to act as a reasonable and prudent person in the interest of mitigating or eliminating the damage.

Claims for damages based on late or faulty performance may be filed with the Service Provider by the Customer or the Customer's representative.

The Service Provider shall indemnify the Customer for all damage verifiably caused by the Service Provider in 30 days of the sending of the evidence of such fact to the Service Provider as follows:

- a) the Service Provider shall either set off the invoice issued by the Customer for the amount of the verified damage against the invoice to be issued by the Service Provider for the service fee of the subsequent month or refund the same by bank transfer no later than the above-mentioned deadline;
- b) in the event of disputing its liability for damages, the Service Provider shall inform the Customer in a written notice in 30 days, by providing explanation for the dismissal of the claim.

The Service Provider shall not be liable for any disturbance in or the inadequate quality of the service, if

- a) this can be traced back to the conduct of the Customer or any other person acting on behalf of the Customer, the improper use of the terminal equipment or any auxiliary equipment connected to the terminal equipment;
- b) the damage was caused by force majeure;
- c) it can be traced back to the operation of another service provider.

The liability for depreciation and the obligation to pay liquidated damages shall commence in the event of default or faulty performance on the day of occurrence of the underlying conduct constituting breach of contract.

The Service Provider shall only be liable in the event of culpability, i.e. the Service Provider shall be released of liability if it can verify having acted in the interest of timely performance free of any defect as a reasonable and prudent person.

The statute of limitation for claims arising from the customer contract shall be one year, which is to be calculated in the case of late or faulty performance by the Service Provider from the date of occurrence of the late or faulty performance.

7.4 The definition and the amount and the possible ways of payment of liquidated damages due to the Customer

The Service Provider shall pay liquidated damages to the Customer exclusively in the event of:

- a) delay with establishing the service access point,
- b) faulty performance,
- c) delay with the lifting of the limitation of the service,
- d) delayed relocation,
- e) delayed registration of change of the Customer.

The Customer shall be entitled to liquidated damages from the date of occurrence of the underlying conduct constituting breach of contract up to the date of stopping such behaviour.

The amount of liquidated damages due to the Customer:

The Service Provider shall discharge its obligation to pay liquidated damages in 30 days of stopping the conduct constituting breach of contract and inform the Customer contemporaneously of the amount of liquidated damages due to the Customer, the conduct constituting breach of contract and underlying the payment, as well as the method of payment. The Service Provider shall indicate the calculation applied to determine the amount of the liquidated damages in a manner that the Customer can check whether the calculation is correct.

The Service Provider may not make the payment of liquidated damages dependant on the submission of a claim for liquidated damages by the Customer.

The Service Provider shall discharge its obligation to pay liquidated damages by

- a) crediting the amount of the liquidated damages in the monthly invoice or, if the service is prepaid, to the balance of the Customer, or
- b) in the event of the termination of the customer contract, by refunding the liquidated damages or the portion thereof which has not yet been paid in one amount to the Customer either at the customer service where the Customer has appeared or, if the Customer is absent, by bank transfer, or, in lack of the necessary data, by post.

In the event of the late or faulty establishing of the service access point

In the event of the late or faulty establishing of the service access point, the Customer who is unable to use the service at the time and in the manner determined in the customer contract for a cause within the Service Provider's control shall be entitled to liquidated damages amounting to one day's portion of the monthly subscription fee for each day of the default.

The total amount of the liquidated damages due and payable in the event of delay with establishing the service may not exceed on month's subscription fee.

In the event of faulty performance

In the event an fault reported by the Customer and verified by the process aimed at the identification of the fault is repaired after the expiry of the relevant deadline determined herein:

if the fault renders the use of the service impossible, the amount of the liquidated damages payable for each day of default shall be the daily average of the fee paid by the Customer in the period of six months before the reporting of the fault based on the customer contract for the given service. If the legal relationship with the Customer was established less than six months ago, the daily average of the fee paid (and used) during the total term of the Customer's legal relationship shall be taken into regard;

If the Customer can use the subscriber service, due to the fault, only in a quality lower than the quality which the Service Provider agreed to provide, the Customer shall be entitled to 50% of the liquidated damages calculated as provided above.

In the event of faulty performance, the maximum amount of liquidated damages shall equal one month's subscription fee.

In the event repairing the fault is rendered temporarily or permanently impossible, the Service Provider shall reduce the fee in the amount according to the calculation of liquidated damages payable for faulty performance.

In the event of delay with the lifting of the limitation of the service

In the event of delay with lifting the limitation of the service, the Service Provider shall pay liquidated damages for each commenced day in default. The amount of the liquidated damages shall be one third of the reconnection fee for each commenced day in default. If the Service Provider charges no reconnection fee, the amount of the liquidated damages shall be four times the one thirtieth of the monthly subscription fee payable for the given service based on the customer contract.

The liquidated damages paid in the event of delay with lifting the limitation of service may not exceed two times the amount of the reconnection fee.

In the event of delayed relocation

In the event of delayed relocation, i.e. the Service Provider's failure to meet the deadline of 30 days to be calculated from the date of submission of the relocation request, the Service Provider shall pay liquidated damages in the amount of one tenth of the relocation fee for each day in default. The Service Provider shall credit the amount of the liquidated damages in the invoice containing the relocation fee.

The liquidated damages payable in the event of delayed relocation may not exceed the amount of the relocation fee.

In the event of delay with the registration of change of the Customer.

In the event of delayed registration of change of the Customer, i.e. the Service Provider's failure to meet the deadline of 15 days to be calculated from the date of submission of the request to register the change of the Customer, the Service Provider shall pay liquidated damages in the amount of one tenth of the registration fee for each day in default. The Service Provider shall credit the amount of the liquidated damages in the invoice containing the registration fee. The liquidated damages payable in the event of delayed registration of change of the Customer may not exceed the amount of the fee of registration.

8. Detailed rules of procedure related to number porting, change of service provider without the interruption of service and the selection of the carrier:**8.1 The detailed rules of procedure related to number porting between telephone service providers**

The rules related to number porting are provided in Annex 1 hereof.

8.2 The detailed rules of procedure related to the change of internet access providers without the interruption of the service, if the features of the service make this possible

The detailed rules of procedure related to the change of service providers without the interruption of the service are provided in Annex 1 hereof.

8.3 The detailed rules of procedure related to the selection of the carrier in accordance with the provisions of the network contracts guaranteeing the selection of the carrier

These General Terms and Conditions contain no provision as to the selection of the carrier with regard to the fact that the Service Provider provides no carrier selection service.

9. The term of the customer contract

The Service Provider concludes customer contracts for a definite or indefinite period of time. The term of customer contracts concluded for a definite period of time may not be shorter than 12 months.

As for business customer contracts concluded for a definite period of time, the term agreed upon by the parties may not be longer than 24 months.

The parties to the customer contract for a definite period of time may agree in their own discretion on the terms and conditions of the new customer contract to be concluded after the expiry of the original customer contract.

Agreements containing individual promotions and discounts may only be concluded on an ad-hoc basis, based on the terms and conditions determined by the Service Provider.

The rules of the suspension and limitation of the service and the rules of the termination of the service are specified in detail in Section 5 and 12 hereof, respectively.

10. Data management, data security

10.1 The types, the purpose and period of storage and the purpose forwarding, if any, of data managed by the Service Provider

10.1.1 The types, legal ground and purpose of data management

The Service Provider may manage, in order to discharge its obligations determined in the customer contract or the applicable legal rules, such data as well which are related to natural persons, enable, whether directly or indirectly, the identification of a given natural person (the person concerned) or contain any conclusion pertaining to the person concerned (personal data). Although personal data can pertain to natural persons, exclusively, the Service Provider may, in its own discretion, decide to apply the rules provided in Section 10 to other data not qualifying as personal data as well, including, in particular the enforcement of data security requirements and the rules pertaining to the provision of information on data management in respect of such data as well. The details of data management shall be governed by the rules laid down in the Service Provider's Information on Data Management. The Information on Data Management can be downloaded from the website (www.mvmnet.hu/hu/adatvedelem.aspx) or it is available at the customer service office of the Service Provider. The Service Provider may not make the provision of the services hereunder dependent on the supplying of any data by the Customer which is not necessary for the Service Provider to discharge its obligations or exercise its rights determined by the law or the customer contract.

The Service Provider shall manage the following data in connection with the performance of the services:

- Management of Customers' data (CRM). Customers' data may be managed based on the Act on Electronic telecommunication (Eht), with special regard to Article 129, Section (5), Article 154, Section (1), Article 157, Section (2) and Article 159/A of Eht, and the provisions of the Act on Accounting (Számvtv.) and the Act on the Rules of Taxation (Art) related to the preservation of accounting and tax documents. Data shall be managed for the purpose of keeping records of, differentiating between and keeping contacts with Customers, providing information, presenting invoices, settling invoices and for direct marketing purposes. During the process of the obtaining of the registration number.

The Service Provider shall inform Customers of the management of their data for any other purpose in the Information on Data Management.

10.1.2 The scope of personal data managed and the duration of data management

Data management for CRM purposes as defined above shall mean primarily managing, and keeping the records necessary for the managing, of the following personal data:

- a) the data specified in Section 2.2, the phone numbers and bank account numbers assigned to the Customer and the customer identification number generated by the Service Provider;
- b) the management of offers generated in the interest of contracting;
- c) data management related to overdue fees and the enforcement of overdue fees;

- d) data management related to customer service, fault reports, customer complaints;
- e) data management related to the records of expert measurements prepared in connection with the faulty performance of the Service Provider;
- f) data management aimed at the recording, management and reporting of extraordinary events;
- g) for non-natural person Customers, the records may include the names of the natural persons actually using the services, the separate identification numbers assigned to such persons, their phone numbers and positions, as well as a reference to private purpose use;
- h) among the data of the calls realized, the names, addresses and phone numbers of the parties called and the duration of the call.

Data management in connection with fixed location telephone service shall extend to the name, identification number and phone number of the Customers and, provided that it is known, the location of the service access point.

The actual duration of the data management shall be determined in the Information on Data Management, however, it may not exceed the period determined in the individual legal rules or, in the absence of such provision of law, the period subject to the consent of the person concerned.

10.2 Informing the Customer of data security rules and his rights and obligations related to data management

10.2.1 Data forwarding

The Service Provider shall only supply any data to a third party at the request of such party if the Service Provider is granted statutory authority or the written consent of the person concerned to do so.

The Service Provider is obliged to supply data, regardless of the statement of the person concerned, for the purpose of the protection of national security, national defence and public security and the prosecution of crimes subject to public prosecution and the unauthorized use of the telecommunication system to the competent national security agencies, investigating authorities, courts of law, as well as to public authorities authorized by the law to settle legal complaints related to invoicing and data transmission.

The Service Provider may forward the following personal data based on statutory authority or the consent of the person concerned:

- a) The Service Provider may forward user data, subject to their consent, to the Customer in the framework of the contract concluded with the Customer.
- b) The Service Provider shall forward the data managed by the Service Provider for invoicing purposes to its appointed agent.

The Service Provider may not forward personal data to any place outside the territory of the European Economic Area. The Service Provider shall provide more detailed information on the forwarding of data, the identity of the addressees and any further forwarding of data in the Information on Data Management.

10.2.2 Data processors

The Service Provider reserves the right to involve a data processor and agrees to provide information as to the identity of such data processor upon commencing the data processing the latest or as part of the Information on Data Management.

10.2.3 Data security rules, rights and obligations related to data management

Data security rules

The Service Provider shall apply proper technical and organisational measures to ensure the confidentiality of the communication and the security of the service, as well as the protection of the data of the users. The measures applied by the Service Provider shall guarantee a level of safety appropriate for the risks arising at the Service Provider in connection with the provision of the service and the integrity of the network, with regard to the available best practice and the expected costs of the measures.

As part of discharging its obligations concerning data safety, the Service Provider shall protect the personal data of the Customer and the user against various risks, with special regard to the risk of unauthorized access, alteration, disclosure, deletion, damaging and destruction. The obligation of the Service Provider shall also extend to the protection of the communication network against unauthorized access.

The Information on Data Management contains detailed information on data security.

The rights of the person concerned

The person concerned may ask the administrator in charge to provide information on the management of his/her data, inspect such data and may also request through the customer service or in any other manner specified upon the recording of the data that the management of his/her data should be deleted or blocked, except for compulsory data management. Such information shall be provided in a manner ensuring that the data of the person concerned may not become known to any other party, unless permitted by the law.

The Service Provider shall provide information at the request of the person concerned on the personal data managed, the purpose, legal ground and duration of the data management, on the forwarding of data and the data processors, if any, as well as the name, registered office and contact details of the data processors or the parties who the data are forwarded to, as well as their activities related to data management.

Information or access may be denied exclusively if so required by the law. The data manager shall inform the person concerned of the cause of denying information. In the event of change to data or the recording of false data, the person concerned may request a correction or modification of his data managed. The Service Provider shall provide information at the request of the person concerned as soon as possible but in no more than 30 days of the date of submission of the request. The Service Provider shall provide such information free of charge, unless the person in question has already filed a request for information concerning the same scope of data in the current year. The Service Provider shall charge a fee in other cases.

Traffic and invoicing data may be indicated to the Customer for the purpose of learning and checking such data only to the extent and in the manner reasonably necessary for the calculation of the fee and the settlement of the legal dispute, if any.

The statement may not contain all digits of the identification number of the callee or data suitable for localizing the caller to an extent of precision not necessary for the calculation of the fee, unless the Customer asks for a statement containing more detailed data and the data manager called the attention of and provided information to the Customer prior to issuing such statement of the fact that the Customer may learn, as part of the statement, at his own risk, the personal data of other natural person users as well, which may only be disclosed to the Customer if such users have given their informed consent to the disclosure of their data. The Customer shall be responsible for obtaining such consents. The data manager is not obliged to check the availability or content of the consent.

The person concerned may contact the customer service in the event of the infringement of his rights related to data management. The handling of complaints or comments related to data management shall be governed by the rules provided in the Information on Data Management. If the Service Provider dismisses the complaint, the person concerned may enforce his claim before the competent court or the Hungarian National Authority for Data Protection and Freedom of Information.

The Service Provider shall indemnify the person concerned for the damage caused by the unlawful management of his personal data or the violation of data security requirements. The Service Provider shall be released of its liability in the event the damage was caused by an unavoidable cause beyond the scope of data management. The Service Provider shall not indemnify the damaged party for any damage caused by the intentional or grossly negligent conduct of such party.

Requests for legal remedy and complaints related to the management of personal data and the security of data management may be filed with the Hungarian National Authority for Data Protection and Freedom of Information.

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

Registered Office: 1125 Budapest, Szilágyi Erzsébet fasor 22/C.

Website: <http://www.naih.hu>

Phone: +36.1.391.1400

Fax: +36.1.391.1410

E-mail: ugyfelszolgalat@naih.hu

11. The ways, cases and deadlines of granting, modifying or withdrawing the Customer's statements determined by the law (with special regard to the customer registry, the disclosure of localization data in addition to traffic data, the provision of value added services, the sale of electronic telecommunication services, the management of personal data for marketing purposes, requesting an itemized annex to the invoice or call details and the carrier selected by pre-selection and the private person subscriber quality).

Small and medium enterprises may request that the rules pertaining to private person Customers be applied to them in a written statement upon the conclusion of the customer contract. The Service Provider shall duly inform small and medium enterprises of the advantages and disadvantages of such decision in detail. The Service Provider shall verify the provision of such information. If the Service Provider failed to provide such information, the customer contract

shall be null and void.

The Customer may make a statement in connection with any provision hereof. The Customer may make his comment at the customer service in person or in regular mail or e-mail. Should any statement of the Customer become lost or irretrievable, the Service Provider shall call upon the Customer to supplement the missing statement in written notice sent in regular mail or e-mail, provided that the Customer has an e-mail address, in 8 days of the Service Provider's notice.

The Customer or the person making the statement shall make his statement under the penalty of perjury.

The Service Provider may manage the identification (name, address, phone number) and traffic data of the Customer for the purpose of providing any value added service or for marketing purposes with the Customer's express prior consent, exclusively. The Customer can grant his consent by filling the Service Provider's form titled "Consent to data management" upon the signing of the contract. The Customer may grant or withdraw his consent any time during the term of his legal relationship with the Service Provider. The Customer may modify or withdraw such consent in writing upon the signing of the customer contract or any later time at the customer service of the Service Provider.

The Service Provider shall keep records of the data necessary for the identification of the customer and the service used by the customer and permitted to be management by the Service Provider based on Eht or other legal rule in the customer list.

The Service Provider shall compile a customer registry of all customers subscribing to the fixed location telephone service on an annual basis in printed (directory) or electronic format.

Customer registries may contain without the express and voluntary consent of the customer only as many data as may be absolutely necessary for the identification of the customer.

The Service Provider shall grant the customer free of charge the right to request that

- a) he should not be included in the printed or electronic customer registry
- b) his personal data should be included in the customer registry with the note that they may not be used for the purpose of direct marketing, information, poll or market research;
- c) the customer registry should contain only part of his address.

The customer registry shall be provided to the customer free of charge.

The Service Provider may use the data in the customer registry to provide information as part of its services. The Service Provider may not disclose any more data as indicated in the customer registry and address list, unless with the consent of the person concerned to the disclosure of additional data.

The Service Provider may not connect the data in the customer registry to any other data or registry, unless this is reasonably necessary for the operation of the Service Provider.

The Customer's statements as to the customer registry, the disclosure of localization data in addition to traffic data, the provision of value added services, the promotion of electronic telecommunication services, the management of personal data for marketing purposes, the application for an itemized annex to the invoice or call details and the carrier selected by pre-selection and the private person subscriber quality shall be provided in the Annexes of the individual customer contract.

The Service Provider hereby informs the Customer that in the event he asks for a traffic statement including the phone numbers called, he may learn the personal data of other natural person users of electronic telecommunication services other than the Customer as well, which may only be disclosed to the Customer if such users have given their consent to the disclosure of their data. In the absence of such consent, the call details may not include all the traffic and invoicing data necessary for the calculation of the fee in the cases where the clear identification of the number called is necessary for the calculation of the fee.

The Customer shall be exclusively responsible for obtaining the content and the Service Provider shall not be obliged to check the presence or content thereof.

12. The cases and conditions of the amendment and termination of the customer contract

12.1 The cases and conditions of contract amendment initiated by the Service Provider, the Service Provider's right to amend the contract unilaterally, the way of informing the Customer of such unilateral amendment and the Customer's right related to unilateral amendment

12.1.1 The cases of amendment of the customer contract

The customer contract may be amended in the following cases:

- a) with the mutual consent of the Parties;
- b) by means of unilateral amendment by the Service Provider;
- c) at the Customer's request;
- d) due to a change to the legislative environment or the decision of competent authorities, the competition authority or a court of law;
- e) if it is required by any material change to the circumstances of the service or the national economy.

To the amendment of the customer contract the rules governing the conclusion of the contract shall be duly applied (as determined in Section 2 hereof), subject to the exceptions determined herein. Both the Customer and the Service Provider may initiate an amendment of the customer contract according to the detailed rules provided in this Section.

Should any provision of the customer contract be or become invalid or unenforceable, the provision in question shall be deemed to be severed and deleted from the customer contract. The invalidity or unenforceability of the provision in questions shall, however, not affect the remaining part of the customer contract, unless either Party would not have entered into the customer contract without the given provision.

12.1.2 The Service Provider's right to amend the contract unilaterally, the Customer's rights and the way of informing the Customer in the event of unilateral amendment by the Service Provider

The Service Provider may amend the General Terms and Conditions unilaterally.

The Service Provider may unilaterally amend the customer contract in a manner affecting the individual customer contract only in the following cases:

- a) if the conditions determined in the individual customer contract or the General Terms and Conditions are fulfilled, provided that the amendment may not give rise to any material change to the contractual conditions, unless otherwise provided by the law or any rule governing electronic infocommunication;
- b) change to legislation or official decision,
- c) material change to the circumstances which were not foreseeable upon the conclusion of the contract,
- d) if the customer contract or the conditions of using the service change to the benefit of the Customer, exclusively.

The Service Provider shall inform the Customers of the unilateral amendment of the General Terms and Conditions no less than 30 days before the effective date of the amendment, as well as the conditions and the legal consequences of termination by the Customers, in accordance with Section 12.3 hereof. The Customer shall be entitled to terminate the customer contract concluded for an indefinite term with immediate effect in 30 days of receipt of the notice of the amendment.

The Service Provider may not unilaterally amend the customer contract concluded for a definite term in respect of the basic fees (regular fees, with special regard to the subscription fee, traffic fee), the term and the legal consequences of the termination of the customer contract or the target values of the quality requirements of the service, unless it is necessary based on Article 132, Section (2), paragraphs b) and e) of the Eht. Customer contracts concluded for a definite term may be otherwise amended unilaterally according to the terms and conditions determined in Article 132 of the Eht.

12.2 The cases and conditions and the deadline of the completion of amendment at the Customer's request

12.2.1 The Customer may initiate the amendment of the contract in the following cases:

- a) If the Customer changes (Registration of change of the Customer, see Section 12.2 hereof), but the service access point remains unchanged;
- b) if the Customer requests the relocation of the service access point;
- c) in the event of a change to the Customer's data.

12.2.2 The rules and deadline for the registration of change of the Customer and relocation

The Customer may request the relocation of the service access point within the operating area of the Service Provider. Relocation requests shall be completed in 30 days of their receipt. The Service Provider shall pay liquidated damages in the event of default on such deadline (see Section 7.4). The Service Provider shall credit the amount of the liquidated damages in the invoice containing the relocation fee.

In the event the Customer requests that the place of the service be changed and relocated, but the Service Provider is unable to perform such request in 30 days calculated from the date of receipt thereof due to technical conditions, the Service Provider shall inform the Customer of such fact in 15 days of receipt of his relocation request and specify the prospective date of completion. If necessary, the parties shall negotiate with each other in good faith about the circumstances of relocation and strive at finding a solution to the case.

Should the parties who have entered into a legal relationship for an indefinite term fail to reach an

agreement, the Customer may decide whether to maintain his request for relocation or terminate the contract with 30 days' notice. In the first case, the legal relationship of the customer shall be suspended from the date of cessation of the service access point up to the actual performance of the relocation. If the customer contract was concluded for a definite term, the Customer may not enforce his right of termination, in the event the relocation of the service access point to the new geographical location/premises specified by the Customer is rendered impossible due to the lack of consent or permit of the Customer or any third party within the control of the Customer or the rejection of the Customer's relocation offer by the Service Provider or technical reasons.

The Service Provider may amend the customer contract at the Customer's request, in the event there has been a change to the Customer as a result of legal succession, provided that the place of the service access point is not changed. Requests to register a change to the Customer shall be completed in 15 days of their receipt. The performance of the request shall be subject to the receipt of the written request filed in writing with all the necessary data by the Service Provider. The Service Provider shall pay liquidated damages in the event of default on the above-mentioned deadline (see Section 7.4).

12.3 The cases and conditions of termination of contract by the Service Provider

Customer contracts concluded for an indefinite term may be terminated by the Service Provider without cause with 10 days' notice.

12.3.1 The Service Provider may terminate the Customer contract in the event of breach of contract by the Customer, with regard to the circumstances, with immediate effect or with no more than 10 days' notice if:

- a) the Customer hinders or jeopardizes the proper operation of the Service Provider's network and the Customer fails to stop such breach of contract in 3 days of the date of the notice warning him of the legal consequences of his breach (see Section 4.4: The conditions of connecting of customer terminal equipment);
- b) the Customer fails to enable the Service Provider to perform the site inspections necessary to investigate and eliminate the fault discovered despite written notice warning the Customer of the legal consequences;
- c) the Service Provider suspends or limits or would be entitled to suspend or limit the service for the third time in a year;
- d) the Customer uses the service in a manner or for any purpose violating the law.

12.3.2 The Service Provider shall be entitled to terminate the Customer Contract with 30 days' notice in the event the Customer failed to settle any fee due and payable despite a second notice sent in no less than 15 days after the sending of the first notice reminding the Customer of the legal consequences. The Service Provider may not terminate the contract if

- a) the monthly subscription fee amounts to no more than HUF 10,000 and the amount overdue does not exceed the amount of the monthly subscription fee payable by the Customer,
- b) there is no subscription fee or the subscription fee is higher than HUF 10,000 and the amount overdue does not exceed HUF 10,000 or
- c) the Customer disputes the overdue amount of the fee, has appealed to the competent

authority to settle the legal dispute and sent a copy of his request to the service provider, provided that the Customer pays the fees due and payable for the service and not disputed continuously.

The procedure of the termination of the customer contract by the Service Provider

The Service Provider shall serve the termination of the customer contract on the Customer in writing, in mail return receipt requested or, subject to the consent granted by the Customer in the customer contract, in an electronic document or electronic mail the serving of which can be duly verified, unless the Service Provider is unable to inform the Customer of the termination because, as a result of the particularities of the service, the data necessary for informing the Customer in this manner are not available to the Service Provider. In the latter case the Service Provider may inform the Customer of the termination in any other manner permitted in Article 144, Section (4) of Eht as well.

The notice of termination sent in mail return receipt requested shall be deemed to be served, if it is returned to the sender following two consecutive failed attempts at delivery with the note “did not request it” or “refused to accept it”.

The Service Provider may discharge its obligation to inform the Customer in advance in written notice or in the invoice (e.g. by stating the balance in the invoice), in e-mail or by any other means of telecommunication as well, provided that the Service Provider can record in a durable manner that the Customer has received and took note of the notice.<0}

The notice of termination shall contain

- a) the cause of the termination,
- b) the notice period and the date of expiry thereof and
- c) if the contract is terminated due to breach of contract by the Customer, information on the fact that in the event the Customer stops the breach of contract during the notice period, the contract would not be terminated with termination by the Service Provider.

If the contract is terminated due to breach of contract by the Customer and the Customer stops the breach of contract during the notice period, the customer contract would not be terminated with termination by the Service Provider. The Service Provider shall inform the Customer of such fact without delay.

In the event the Customer settles its debt including interests in 30 days of the date of expiry of the notice period, the Service Provider may reconnect the Customer on an equitable basis, in consideration for the payment of the contract amendment fee and the reconnection fee but without charging the joining fee repeatedly.

Besides equitable consideration, reconnection shall be subject to the payment of the Customer's debt at the date on which there are not yet any technical or administrative obstacles to the reconnection of the service. The fee of reconnection after disassembly shall be determined in the Tariffs.

The Service Provider may also decide to request collateral or limit the scope or the use of the services instead of terminating the contract, provided that the relevant conditions are fulfilled. In the event the Customer fails to eliminate the cause of the limitation in 30 days, the fact of the limitation shall not hinder the termination of the contract, provided that the conditions thereof are otherwise fulfilled.

12.4 The cases and conditions of termination of contract by the Customer

The Customer may terminate the customer contract concluded for an indefinite term any time in writing, without specifying the cause. Such termination shall take effect on the last day of the month following the month of serving the notice of termination. The notice of termination shall be sent to the customer service office.

Customer contracts concluded for a definite term may not be terminated by the Customer without cause prior to the date of expiry of the definite term. Should the Customer initiate the termination of the customer contract of a definite term without the Service Provider having provided any cause for the termination, the customer contract shall be terminated on the day following the date of receipt of the notice of termination by the Service Provider.

In the event of the termination of the contract concluded for a definite term prior to the date of expiry of such definite term for a cause arising within the Customer's control, the Customer shall indemnify the Service Provider for any direct or indirect damage verifiably incurred, as well as all fees which would arise under the customer contract.

The Service Provider may not charge, as a legal consequence, the discounts granted up to the date of termination in the event of the termination of the customer contract by the Customer for any of the following reasons:

- a) the Service Provider cannot eliminate the fault in 15 days following the deadline for repairing the fault,
- b) the Customer submitted more than 10 error reports concerning the subscriber service during the period of 90 days preceding the termination based on which the Service Provider eliminated a real fault which arose within its own control,
- c) the Service Provider amends the customer contract unilaterally in a manner violating Article 37, Section (4) of the Decree.

In the event of the termination of the customer contract concluded for a definite term as provided above by the Customer, the customer contract shall be terminated on the day following the date of receipt of the notice of termination by the Service Provider.

12.5 Other cases and the conditions of such other cases of termination of the customer contract

The customer contract may be terminated:

- a) upon the dissolution of the Service Provider or the Customer without legal successor;
- b) upon the termination of the eligibility to the service;
- c) with the mutual written agreement of the parties;
- d) upon the expiry of the definite term, based on the written statement made by the Customer no later than 30 days prior to the expiry of the contract of his intention not to use the service subsequent to the expiry of the definite term of the contract;
- e) in other cases as may be determined by the law;
- f) by the Service Provider or the Customer for a cause or without cause.

The Service Provider shall inform the Customer of the provisions in Article 134, Section (14) of the Eht no more than 60 and no less than 30 days prior to the date of expiry of the customer contract concluded for a definite term (termination or extension of contracts of a definite term). The Service Provider may charge the amount of the discount granted to the Customer from the commencement of the service up to the expiry of the notice period.

The procedure of terminating the legal relationship

In the event of the termination of the customer contract, the Service Provider shall not refund the one-off fees (e.g. consent to the investment, joining fee, installation fee, etc.) to the Customer.

The termination of the contract shall not release the Customer from the obligation to settle his debts arising from the legal relationship, if any. In the event of overbilling, the Service Provider shall be obliged to refund the any surplus fee. In the event the Customer was granted any discount based on individual assessment, the separate agreement concluded during such individual assessment shall specify any further obligation to refund fees.

In the event the equipment provided by the Service Provider and necessary to use the service must be dismantled due to the termination of the legal relationship of the Customer or for any other reason whatsoever, the Customer shall return or enable the dismantling of such equipment to the Service Provider without delay but no later than in 30 days, at a date agreed upon with the Service Provider. The Customer shall indemnify the Service Provider in compliance with the relevant legal rules and the provisions of the customer contract for his failure to comply with such obligation.

The equipment shall be dismantled by the Service Provider based on prior agreement with the Customer e.g. in the case of leased line or other data transmission services and telephone or internet services provided through optic or microwave connection.

In the event of the termination of the services, the Customer shall return the network termination and other equipment of the Service Provider, including all accessories thereof, in their original packaging and a condition suitable for regular use, to the Service Provider. In the event of the Customer fails to discharge such obligation or the equipment has been damaged or destroyed, the Service Provider shall be entitled to invoice the compensation fee determined in its tariffs or the individual customer contract or, if no compensation fee was determined, to pass on the verified damage suffered by the Service Provider to the Customer.

The deletion of the data of the Customer and data management subsequent to the termination of the contract shall be governed by the provisions of the Information on Data Management.

13. Other obligations of the Customer related to the use of the service

13.1 Cooperation and information obligation

The Customer and the Service Provider shall mutually cooperate during the term of the customer contract. Such cooperation obligation shall include in particular the provision of information to the other party on any facts, changes or circumstances affecting or influencing the customer contract.

The Customer shall duly cooperate with the Service Provider in the interest of enabling the Service Provider to establish and operate the service subject to the contract by the relevant due date, therefore the Customer shall, at the premises of his own or within his control,

- a) enable the commissioning of the technical equipment and provide continuous power supply during the installation;
- b) continuously provide the operational and environmental conditions necessary for the operation of the equipment and for the protection and guarding of the equipment;
- c) keep the terminal equipment installed turned on continuously.

According to these General Terms and Conditions and in accordance with the customer contract, the Customer shall accept the service subject to the contract no later than the date of completion thereof.

13.2 The proper use of the service

The Customer shall use the service and the equipment provided to the Customer by the Service Provider according to their intended purposes.

The Service Provider shall be entitled to check the proper use of the services and the equipment any time, without causing any undue disturbance to the Customer. The Customer shall be exclusively liable for any damage or detrimental legal consequence arising from improper use.

Improper use shall include but not be limited to the use of the service by the Customer through any terminal equipment other than determined herein and his failure to stop such activity despite the Customer's notice.

13.3 Obligations related to the terminal equipment and other electronic telecommunication devices delivered to the Customer, but owned by the Service Provider

The Customer shall provide access to the Service Provider to all devices and cables necessary for the network for the purpose of fault repair.

The Customer shall also enable the Service Provider to install and commission the technical equipment required for the service at a time and date agreed upon by the parties in advance.

The Customer shall grant access to the Service Provider or its subcontractor round-the-clock access to the terminal equipment installed by the Service Provider and constituting part of its telecommunication network at the premises owned or controlled by the Customer where the Service Provider has established a service access point, as well as the service access point itself, in the interest of repairing errors and checking the operation of the foregoing.

The owner (or user or manager) of the premises where the service access point has been established shall tolerate the performance of maintenance and fault repair works by the duly authorized representative of the Service Provider at the premises in question.

The Customer shall provide and inform the Service Provider of the availability of the cabling in the building within the Customer's control and not established or operated by the Service Provider on or before the due date of completion determined in the contract, in order to be able to use the service. No delay caused by such activity of the Customer may influence or hinder the Service Provider in performing its own obligations and commitments in any form whatsoever. The omission of or the delay with establishing the cabling within the building or the connection between the terminal equipment of the Service Provider and the equipment of the Customer may not affect the performance of the Service Provider or cause any delay in the payment of the fees

by the Customer.

The resources of the Service Provider or those made available to the Service Provider by any third party (such as public internet address spaces, electronic infocommunication technologies, identification codes) shall be used according to the individual business needs of the Customer. The Service Provider shall be entitled to review the resources used by the Customer upon the conclusion of the customer contract or during the performance thereof any time. The Customer shall cooperate with the Service Provider in such review and, if the review reveals that the resources and technologies used could be optimized contemporaneously with maintaining the targeted quality values of the original service, the Service Provider shall carry out such optimization in the interest of an efficient and economical use of the resources (e.g. rationalization of the allocation of public internet addresses or address spaces or, if reasonably necessary, the lifting of the reservation, or changing the technology applied), by informing the Customer of such actions.

Should the Service Provider find during an examination aimed at the identification of the fault that the Customer displayed any behaviour defined in the relevant parts hereof which may give rise to the termination of the contract by the Service Provider, the Service Provider shall call upon the Customer to stop the breach of contract in 15 days and exclude the Customer from the service in the event of his default on such deadline.

13.4 Reporting changes to data, data supply

The Customer shall inform the Service Provider of any change to his data, the identity of his representative, his legal standing or his business management without delay but no later than in 8 days computed from the date of change in writing.

The Service Provider shall not accept any liability whatsoever for any damage arising from the Customer's failure to report any change to his data, but may demand that the Customer should indemnify the Service Provider in respect of any damage thus caused. The Customer's failure shall release the Service Provider from its obligations related to data management.

The Customer may request any time that the invoices addressed to him should be delivered to another address. The Service Provider shall perform such requests in 30 days.

14. Information on the availability and use of easy-to-install and easy-to-use software enabling the protection of minors and other services of the same purpose.

As an internet service provider we make available Hungarian language easy-to-install and easy-to-use software in the interest of the safe use of the internet by minors, which can be downloaded from our website and used subsequently free of charge by any Customer (parent).

The availability of the free software: General Terms and Conditions<0} MVM NET Zrt.

<http://www.mvmnet.hu/hu/Portfolio/Szolgaltatasaink/uzletiinternet/Lapok/default.aspx>