

Sprint International Hungary Kft.

**General Terms and Conditions
of electronic communications services provided for business
subscribers**

Effective Date:

15 September 2018

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Definitions

Act	Act C of 2003 on Electronic Communications
Company/Service Provider	Sprint International Hungary Kft.
Group of Companies of the Service Provider	Sprint International Holding, INC
Customer/Subscriber	<p>The Company provides services only to multinational corporate customers as business subscribers (B2B) (in Hungarian: “üzleti előfizető”) registered and operating in Hungary. According to Subsection c) of Section 2 of the Decree, business subscriber shall mean persons and organizations (including government- and administrative bodies, non-governmental organizations and other organizations which are invested with legal personality under the relevant legislation) that obtain the electronic communication services in connection with and as a part of their own profession, economic or business activities, or regarding the scope of their business activity specified in their articles of association or by law. Large and Medium-Sized Enterprises (hereinafter referred to as: Large and Medium-Sized Enterprises) are the Subscribers which employ at least 50 employees and whose annual net turnover or the total balance sheet is at least an amount equal to EUR 10.000.000. In case of Large and Medium-Sized Enterprises the Parties may by mutual consent derogate from the provisions of the Act relating to subscriber contracts and also from the Decree. Subscribers that do not fall within the before mentioned category are the Small and Micro Enterprises (hereinafter referred to as: Small and Micro Enterprises). Small and Micro Enterprises may derogate from the subscriber contract related provisions of the Act and from the Decree in cases determined by Section 2.3 of the present GTC.</p>
Decree	2/2015. (III.30) NMHH.decree on the Detailed Rules of Electronic Subscription Agreements.
GTC	The present General Terms and Conditions apply to the electronic communication and data communications services specified in Point 4 of the present GTC.
Individual Subscriber Contract	The special provisions of the Services provided by the Service Provider to the Subscriber shall be agreed in the so called “Master Service Agreement for Global Communications Services” (“MSA”) as an individual subscriber contract concluded by the Service Provider and the Subscriber. The Individual Subscriber Contract as a framework agreement shall consist of (a) the order

form signed by the parties which may include, but is not limited to, a service request order form, a contract order or a statement of work ("Order"), (b) the present GTC or/and any other product/service terms and conditions; and (c) any Service Level Agreement ("SLA"), all of which are incorporated into the Individual Subscriber Contract by reference. The Individual Subscriber Contract shall be governed of the present GTC.

Subscriber Contract	The present GTC and the Individual Subscriber Contract form together means the Subscriber Contract.
Services	Any of the services specified in Point 4. of this GTC that is ordered by the Subscriber and provided by the Service Provider according to their Individual Subscriber Contract.
Fault Report	Any of the notifications given by Subscriber related to the non-contractual compliance of the Services laid down in the Individual Subscriber Contract, in particular the quality reductions or quantitative decrease of the Services or in connection with the circumstances where the possibility of Service consumption terminates.
Durable Medium	Any of the devices which allow the permanent storage of data for a period of time adequate for the purposes of the data and the display of the stored data in an unchangeable form and content. Such devices are particularly USB key, paper, CD-ROM, DVD-ROM, memory card, hard disc.

1. General Data and Contact Details (Company Details)

1.1. General data of the Service Provider

Corporate name: Sprint International Hungary Kft. (hereinafter: Service Provider)
Company form of the Service Provider: Private Limited Company
Registered seat: 1077 Budapest, Kethly Anna sq 1, Floor 1
Registration number: 01-09-179921
Post address: 1077 Budapest, Kethly Anna sq 1, Floor 1
Tax number: 24742489-2-42
Homepage of the Company: <http://www.sprint.com>
Phone: +44 20 7152 1500 Fax: +44 20 7152 1520
E-mail: crc.europe@sprint.com

1.2. General data and contact details of the Customer Service Center

The Service Provider operates a Customer Service Center which can be contacted by the Customers on the below contact details and according to the terms and conditions as described in Point 11 of the present GTC.

Sprint London Customer Service Centre
Post Address: Sprint ECRC, 2nd Floor 1-3
Grand Buildings, Strand, London WC2N 5EJ UK
Phone number: 06800-19679;+44 20 7152 1500
Fax: +44 20 7152 1520
E-mail: crc.europe@sprint.com
Time of operation: Monday-Sunday 00.00-24.00

1.3. General data and contact details of the Fault Report Service

Subscriber or any other person entitled to act on its behalf may report any operation disorder or failure:

- a.) at Service Provider's Customer Service Center defined in point 1.2 of the present GTC, or
- b.) at Service Provider's technical helpdesk (Fault Report Service), which can be reached by telephone, on every day of the week, in 24 hours, or
- c.) by postal mail, or
- d.) via other channels specified in the Individual Subscriber Contract.

Fault Report Service

Phone: +1 678 278 3987

Post address: Sprint BS, 3065 Cumberland Circus SE, Atlanta GA, USA

The detailed rules of fault reporting are described in Point 11. of the present GTC .

1.4. Data and contact details of the competent supervisory and regulatory authority

National Media and Infocommunications Authority

Address:	1015 Budapest, Ostrom u. 23-25.
Mail address:	H-1525 Budapest POB 75
Telephone:	+36 1 457 7100
Telefax:	+36 1 356 5520
Homepage:	www.nmhh.hu
E-mail:	info@nmhh.hu

Contact information of the local offices of the National Media and Infocommunications Authority (addresses and telephone numbers):

Address 1133 Budapest, Visegrádi utca 106.
Telephone: +36 1 468 0673 (central customer information line)

Address: 4025 Debrecen, Hatvan u. 43.
Telephone: +36 52 522 122

Address: 3529 Miskolc, Csabai kapu 17.

Telephone: +36 46 555 500

Address: 7624 Pécs, Alkotmány u. 53.

Telephone: +36 72 508 800

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

Telephone: +36 99 518 500

Address: 6721 Szeged, Csongrádi sgt. 15.

Telephone: +36 62 568 300

Media Council

Address: H-1088 Budapest, Reviczky utca 5.

Tel.: +36 1 429 8600, +36 1 267 2590

Fax : +36 1 267 2612

Media and Infocommunications Commissioner

Mail address: H-1433 Budapest, Pf 198..

Telephone: +36 1 457 7141

Telefax: +36 1 457 7105

1.5. Availability of the General Terms and Conditions

1.5.1. The present GTC shall be available and downloadable on the Service Provider's following homepage: http://ecenter.custhelp.com/app/answers/detail/a_id/2027 in an effective and continuously updated form integrated all previous changes. The Service Provider shall make available the present GTC to the Subscriber free of charge and the Service Provider provides the Subscriber with an electronic copy via email or on a durable medium, or printed on paper if it is requested by the Subscriber. The Service Provider stores any GTC that are not in effect for five years after the last day on which such GTC is applicable and in force and make available the such GTC on the above homepage for 2 years after the last day on which the GTC is in force.

1.5.2. Whenever the GTC is amended, its text integrating the latest amendment are made available for download on the Service Provider's homepage at least 30 days before the amendment enters into force.

2. Scope of the GTC

2.1. The present GTC is applicable to all electronic communications services provided by the Service Provider for business subscribers.

2.2. According to Subsection (1) of Section 4 of the Decree, in cases where the Subscriber is a Large and Medium-Sized Enterprise, the Parties may derogate by mutual consent from the provisions of the Decree and also from the subscriber contract related provisions of the Act.

2.3. According to Subsection (2) of Section 4 of the Decree, in cases when the Services are provided only for those business subscribers which do not fall within the scope of Section 2.2. of the present GTC, that is Small and Micro Enterprises,

- a.) the Parties may derogate by mutual consent from Subsection (4b) of Section 127, Subsection (2) of Section 128, Subsections (1)-(2), (6), (10), (10b), (11), (13), (15) of Section 134, Section 135, Subsection (1)-(2), (4) of the Section 140 of the Act, and from Subsection (9) of Section 3, Section 7, 11, Subsection (1) of Section 17 of the Decree and from the present GTC.
 - b.) The Service Provider may derogate from the provisions of Subsection (5) of Section 129, Subsection (1) of Section 131 of the Act and from Section 10 of the Decree.
- 2.4. In case of application of Point a) Section 2.3 of the present GTC the Individual Subscriber Contract consists of the fact how and in what the Parties differed from the relevant legal provisions or from the provisions of the GTC, in addition the Individual Subscriber Contract shall include the explicit statement of the Subscriber relating to the acceptance of such derogation.
 - 2.5. In case of application of the Point b) of Section 2.3 of the present GTC, the Individual Subscriber Contract includes that fact how and in what the Service Provider differed from the relevant legal provisions and from the provisions of the GTC.
 - 2.6. The Service Provider and the Subscriber may derogate from the provisions of the GTC with mutual consent at the Individual Subscriber Contract.
 - 2.7. The Service Provider and the Subscriber may agree mutually in the Individual Subscriber Contract on the further cases and conditions of the unilateral amendment of the Individual Subscriber Contract by the Service Provider not regulated in the present GTC.
 - 2.8. In the matters not regulated in the present GTC and/or in the Individual Subscriber Contract the following regulations shall apply in the order given here: (i) the provisions of the Individual Subscriber Contract or (ii) the present GTC or (iii) the relevant provisions of the Decree and/or (iii) of the Act.
 - 2.9. In case of any conflict between the Individual Subscriber Contract and the present GTC, the Individual Subscriber Contract shall prevail.

3. The Services

- 3.1. The Service Provider provides domestic and international electronic communications, data communications and further connected ICT services (“Services”) for business subscribers located in the territory of Hungary.
- 3.2. The Service Provider provides the Subscribers with any of the following Services, according to the Individual Subscriber Contract:
 - Sprint Dedicated Internet Access Service
 - Sprint End-to-End International Private Line Service
 - Sprint Global MPLS Virtual Private Network Service
 - Sprint Link Frame Relay Service
 - Sprint Link Virtual LAN Service
 - Sprint Managed Network Service

Short descriptions and main features of the Services:

- (i) Sprint Dedicated Internet Access

Sprint Dedicated Internet Access (DIA) offers an always-on connectivity to the public Internet. DIA customers use the service for fast, reliable access to the Internet for web browsing/research, email, file transfers and other e-commerce web-based applications. Sprint DIA provides customers with an any-to-any internet connectivity solution and provides a range of bandwidth (port speed) options with several value-added services such as static routing, BGP4 routing, and IP class of service (CoS).

(ii) Sprint End-to-End International Private Line

Sprint End-to-End International Private Lines are dedicated, non-switched circuits connecting two customer locations, which provide exclusive transport capacity for a customer's voice, data, and/or video traffic, and usually one end of the circuit terminates in the United States. Circuits are dedicated to the customer and are not shared between multiple users.

(iii) Sprint Global MPLS Virtual Private Network Service

Sprint Global Multi-Protocol Label Switching ("MPLS") Virtual Private Network ("VPN") Service enables business customers to stay connected with geographically dispersed employees, customers, partners, and suppliers through a fast, reliable, and secure network solution.

(iv) SprintLink Frame Relay

Sprint offers SprintLink Frame Relay Service, which is a frame relay emulation service over the SprintLink International IP network. This service is provided over the SprintLink International IP backbone network and enables the emulation over the backbone of traditional point-to-point Global Frame Relay service.

(v) SprintLink Virtual LAN Service

Sprint offers SprintLink Virtual Local Area Network ("LAN") Service. This service is enabled via the Cisco Layer 2 Tunneling Protocol version 3 (L2TPv3), allowing layer 2 traffic to be encapsulated and tunneled over the Sprint IP network.

(vi) Sprint Managed Network Service

Sprint Managed Network Service offers a one-stop network integration and management solution for interconnecting Local Area Networks (LANs) to the Internet or private network solution (e.g., IP VPN, Frame Relay, ATM). With Sprint Managed Network Services, customers receive comprehensive design and management services of their CPE as well as around the clock (24 x 7) real-time monitoring.

Further detailed conditions of the Services – including e.g. the quality of the Service and the Service levels – shall be agreed in the Individual Subscriber Contract.

- 3.3. Service Provider provides the Services in co-operation with its parent company Sprint International Holding, INC and may obtain the local access connection for the Subscriber and/or provide Services by using the network and/or services of other contracted licensed domestic and international partner service providers as Service Provider's subcontractors.

- 3.4. The Service Provider does not provide services for B2C customers (in Hungarian: *“egyéni előfizető”*).
- 3.5. The Service Provider does not provide universal electronic communication services.

4. Fees of the Services, billing and payment conditions

- 4.1. According to Subsection (3) of Section 20 of the Decree, the fees of the Services shall comprise the components and shall be calculated according to the types of fees and charges (one-time and recurring) agreed and specified in the Individual Subscriber Contract or set forth in the Order or an attached pricing sheet to the Order. The recurring monthly charges vary especially by speed, access option, location and whether the access provided by the Service Provider is protected or unprotected.
- 4.2. The Service Provider will issue an electronic invoice for the Customer and will send the electronic invoice via email, as it is specified in the Individual Subscriber Contract.
- 4.3. Unless otherwise specified in the Individual Subscriber Contract, the Service Provider will begin invoicing the Subscriber in full for non-recurring and recurring charges on the later of:
 - (i) the date the Services are installed and made available or;
 - (ii) the delivery date specified in the Order.
- 4.4. The Subscriber will pay the Service Provider’s invoices in full in the currency in which the invoice is presented within 30 calendar days from the date of invoice receipt (“Due Date”).
 - 4.5. Service Provider is entitled to charge a late fee and default interest agreed in the Individual Subscriber Contract, if the Subscriber failed to pay up the invoice total by the Due Date stipulated on the invoice. The initial date of the default interest obligation is the day following the deadline for payment specified on the invoice. Default interest payment obligation exists as long as the invoice is not settled by the Subscriber. Interest obligation will occur also in case the obligated party finds an excuse to the late payment.
- 4.6. Further billing and payment conditions are specified in the Individual Subscriber Contract.

5. Conclusion and main conditions of Subscriber Contract

- 5.1. The Subscriber Contract consists of the Individual Subscriber Contract and the effective GTC of the Service Provider.
- 5.2. The Service Provider will provide and the Subscriber may procure the Services pursuant to the Individual Subscriber Contract so called "Master Service Agreement for Global Communications Services" as a framework agreement including and according to: (a) the terms and conditions contained in the Master Service Agreement ("MSA"), (b) the order form signed by the parties which may include, but is not limited to, a Service request order form, a contract order or a statement of work ("Order"), (c) the present GTC or/and any other product terms and conditions; and (d) any Service Level Agreement ("SLA"), all of which are incorporated into the Individual Subscriber Contract by reference. The detailed conditions for the provisions of the Service ordered and required by the Subscriber will be specified in the relevant Individual Subscriber Contract.
- 5.3. The Service Provider shall not be obliged to enter into contract with the Customer.
- 5.4. The terms and conditions in the Individual Subscriber Contract becomes effective on the date on which the Subscriber's statement relating to the acceptance of the offer of Service Provider and relating to the conclusion of the Individual Subscriber Contract signature takes effect and will not expire until all Orders have either expired or terminated.
- 5.5. The Individual Subscriber Contract shall be concluded in writing.
- 5.6. The Individual Subscriber Contract shall be concluded in English, unless otherwise mutually agreed by the Service Provider and the Subscriber.
- 5.7. The Service Provider shall notify the Subscriber about the date of the conclusion of the Subscriber Contract without delay but not later than 8 (eight) days from the conclusion thereof.
- 5.8. The Subscriber Contract may be concluded both for an indefinite and a definite period. The minimum term of the definite period Individual Subscriber Contract is 12 months. The maximum length of a definite period Individual Subscriber Contract is 24 months in case of Small and Micro Enterprises, however in case of Large- and Medium Sized Enterprises the Parties may derogate from the present Section in the Individual Subscriber Contract.

5.9. Ordering and activation of the Service

- 5.9.1. The Subscriber will complete an order for the provision of Services. Each order will set forth the Services purchased.
- 5.9.2. The Service Provider will complete the establishment of the Service and will enable the use of the Service by the date given in the Individual Subscriber Contract. The Service Provider will notify the Subscriber when the Services are installed, tested and available. Following Service Provider's notification, the Subscriber will have 5 (five) business days in which it may reject the Services' readiness. The Subscriber may only reject a Service that fails to meet the requirements set forth in the Order. In the event the Service Provider is not notified in writing within the 5 business days, Service is considered accepted by the Subscriber.
- 5.9.3. The Subscriber will ensure for Service Provider access of the property as the place of installation. Subscriber shall ensure the required technical conditions for the installation and provision of the Service and the in-house network. Service Provider shall not be liable if the installation suffers delay or fails by the Subscriber's fault.
- 5.9.4. The network termination (network termination equipment) constitutes Service Provider's property. Service Provider will give these into the use of Subscriber against an acceptance receipt or signature of the work completion statement.

- 5.9.5. Service Provider may charge its Subscribers one-off charges specified in the Individual Subscriber Contract for the installation of the Service. Subscriber will pay the one-off charge with the first bill.
- 5.9.6. If Subscriber concludes the Subscriber Contract for a definite term, the definite term will commence on the day of the activation of the Service.
- 5.9.7. The Service Provider will notify the Subscriber of rejected orders as well.
- 5.9.8. The Service Provider is obliged to commence the provision of Services within 15 (fifteen) days from the signature of the Subscriber Contract or at the time agreed by the Parties in the Individual Subscriber Contract but at latest within 90 (ninety) days from the signature of the Subscriber Contract. In case of non-compliance with the abovementioned deadline the Service Provider shall pay a penalty. The Parties may derogate by mutual consent from this provision of the GTC in the Individual Subscriber Contract.

5.10. Special rules of the conclusion of Subscriber Contracts in writing via electronic channels (online)

- 5.10.1. The Individual Subscriber Contract for certain Services specified by the Service Provider may also be concluded through the Service Provider's homepage, on the basis of an order submitted by the Subscriber electronically, in writing.
- 5.10.2. In the case of electronic contract conclusion the Service Provider will make available the conditions of use of the Service in such form, which enables Subscriber to store and retrieve them.
- 5.10.3. Before sending Subscriber the order form Service Provider will clearly inform the Subscriber (user) about the following:
 - a.) those technical steps, which Subscriber will take in order to conclude the contract electronically;
 - b.) that the contract to be concluded qualifies as an contract in writing;
 - c.) the tools provided to identify and correct any data entry errors prior to sending the statement to conclude a contract;
 - d.) the languages available for conclusion of the contract.
- 5.10.4. In case where the Individual Subscriber Contract is concluded electronically (especially on the contracting surface provided on the website or via electronic mail), the Service Provider will confirm the conclusion of the Individual Subscriber Contract electronically and record the Subscriber Contract promptly, but no later than within 48 hours. Service Provider will send the recorded and filed contract to Subscriber via electronic mail (e-mail) within 5 days of filing, or submit to Subscriber in electronic mail or via other electronic channels the access data of the contract.
- 5.10.5. Service Provider will ensure with appropriate, efficient and accessible technical tools that Subscriber identify and correct any data entry errors before sending the order via electronic channels. In the absence of such possibility Subscriber's order will not qualify as statement of contracting intention.
- 5.10.6. The order and its confirmation will be considered as received by the Service Provider and by the Subscriber, respectively, when it becomes accessible to that party.

5.11. List of Subscriber's data required for concluding the Individual Subscriber Contract:

Data required for concluding the Individual Subscriber Contract:

- a) Subscriber's name, registered seat, business registration number or other registration number, tax identification number, bank account number, billing address (if it differs from the registered seat)
- b) Contact information (name, phone number, e-mail address)

- c) list of the required service(s)
- d) pricing of the Services.

5.12. Small and medium-sized enterprises may, at the time of concluding their Subscriber Contract, make a written statement requesting to be treated as private subscribers, of which the Service Provider shall provide in-depth information, showing the advantages and disadvantages in detail. Having provided the information as per the above shall be verified by the Service Provider. In the event of failure to provide the information the Subscriber Contract shall be considered null and void.

Small and medium-sized enterprises are the companies,

- a) which employ less than 250 employees; and
- b) which has an annual net turnover not exceeding the Hungarian Forint equivalent of EUR 50,000,000, or which has a total balance sheet not exceeding the Hungarian Forint amount equivalent of EUR 43,000,000.

6. Cases and conditions of the amendment of the Subscriber Contract

With the exception of the special rules described in this chapter, the rules of conclusion of the Individual Subscriber Contract apply to the amendment of the Individual Subscriber Contract.

6.1. Amendment of the Subscriber Contract by the Service Provider unilaterally

6.1.1. The Service Provider may amend the Individual Subscriber Contract unilaterally through unilateral amendment of the GTC as it is described in the present GTC and/or mutually agreed in the Individual Subscriber Contract.

6.1.2. Service Provider will unilaterally amend the Individual Subscriber Contracts through unilateral amendment of the GTC in the case such amendment is required or justified by

- a) the amendment of a regulation or the entry into force of a new regulation applicable to the Service, to the Service Provider and/or Subscribers,
- b) the binding resolution or any order of the relevant authority(ies).
- c) the implementation of new services or service packages,
- d) the implementation of new technologies,
- e) integration of the changes in the operation and/or the structure of the Service Provider,

or

- f) the significant changes in circumstances that were unforeseeable at the time of conclusion of the Subscriber Contract, or
- g) the conditions of the Subscriber Contract or of the consumption of the Services change exclusively for the Subscriber's benefit.

6.1.3. In addition to the above point (2) Service Provider may also amend the Individual Subscriber Contract unilaterally in any other cases if the Individual Subscriber Contract specifically permits such amendment based on the mutual agreement of the parties.

6.1.4. If the Service Provider amends the Individual Subscriber Contract unilaterally through unilateral amendment of the GTC, it will inform the Subscribers about such amendment at least 30 days before the amendment of the GTC takes effect in a letter enclosed to the bill together with a notification relating to the conditions of the right of termination of the

Subscribers and the consequences of the termination, and simultaneously make available the updated form of the present GTC at the Customer Service Center, as well. Service Provider is not obliged to employ the notification deadline if the amendment of the GTC is necessitated by the introduction of a new service and the amendment does not affect the GTC's provision in connection with already existing Services, or if the amendment only reduces some subscriber fee.

- 6.1.5. In the absence of contrary provision in the Individual Subscriber Contract, the unilateral amendment of the GTC and the Contract by the Service Provider may not serve as a cause of termination of the Individual Subscriber Contract by the Subscriber.
- 6.1.6. Further use of the Service by the Subscriber following the amendment of the GTC, as an acceptance by implication, will mean that the Subscriber accepted the amendment of the GTC and the Individual Subscriber Contract.
- 6.1.7. In case of any change in the person of the Service Provider - due to transformation according to the Act V. of 2013 on the Civil Code, or to the fact that the supply of Services are terminated, or according to any contract – and the Services shall be provided by a new service provider, the Service Provider is entitled to amend unilaterally the present GTC in accordance with point a) of subsection (2) of section 133 of the Act.
- 6.1.8. The Service Provider shall provide a verifiable notification of the detailed conditions of the indefinite and definite term Subscriber Contract to the Subscriber prior to the amendment relating to the term of the Subscriber Contract. In the absence of such notification, any contractual provisions determining detrimental consequences on the Subscriber arising out from the definite term Individual Subscriber Contract stipulated in the Subscriber Contract shall be considered null and void. In case of Large- and Medium Sized Enterprises the Parties may derogate from the present Section in the Individual Subscriber Contract.
- 6.1.9. The Service Provider is not entitled to unilaterally modify the definite term Subscriber Contract in respect of the basic rate (regular fees, in particular the subscription fee, turnover fee), term of the Subscriber Contract, legal consequences of termination thereof, or the service qualitative target values, except if its justified by the provisions of Points b) and e) Subsection (2) of Section 132 of the Act. The definite term Individual Subscriber Contract shall be unilaterally amended as it is laid down in the provisions and conditions of the Section 132 of the Act. In case of Large- and Medium Sized Enterprises the Parties may derogate from the present Section in the Individual Subscriber Contract.
- 6.1.10. In case Individual Subscriber Contract concluded for indefinite term, the Service Provider may determine such conditions in the Individual Subscriber Contract or in the GTC under which the Service Provider is entitled to modify the fee of the Service once every calendar year in the case of the specific change of the consumer price level. In case of Large- and Medium Sized Enterprises the Parties may derogate from the present Section in the Individual Subscriber Contract.

6.2. Amendment of the Individual Subscriber Contract by mutual agreement of the parties

6.2.1. The Individual Subscriber Contract may be amended by the mutual agreement of the parties at any time in writing.

6.2.2. Relocation (in Hungarian: “áthelyezés”)

On the written request of the Subscriber, the Service Provider will relocate the subscriber access point and will ensure the possibility of the further using of the Service in the place requested by the Subscriber in accordance with Section 15 of the Decree, if

- a.) it is within the Service Provider’s geographic service area, and
- b.) the request meets with the technical conditions of the Service Provider.

Within 15 days of receipt of the relocation request of the Subscriber, the Service Provider will implement the necessary investigations to see if the request can be executed.

The relocation shall be completed by the Service Provider no later than 90 (ninety) days after the receipt of the Subscriber’s relocation request. In case of Large- and Medium-Sized Enterprises the Parties may agree to derogate from the present provision.

The Service may be suspended from the termination of the service access point till fulfillment of the relocation suitable for use of the Service. For this period Service Provider may not claim service charges.

In case of relocation the parties will amend the Individual Subscriber Contract.

The Service Provider may invoice relocation fee fixed by the Service Provider on a case by case basis.

The precondition of fulfilling the relocation request is that:

- a) the Subscriber shall not have due but unpaid payment obligations vis-à-vis the Service Provider,
- b) the Subscriber shall not be in breach of the Subscriber Contract and
- c) the relocation request meets with necessary technical conditions at the Service Provider.

In lack of the above mentioned, the Service Provider will refuse the relocation request.

In case of non-compliance with the deadline related to the acceptance of the relocation request, the Service Provider shall be obliged to pay a penalty. In case of Large- and Medium Sized Enterprises the Parties may derogate from the present Section in the Individual Subscriber Contract.

6.2.3. Change in the person of the Subscriber (in Hungarian: “átírás”)

If the identity of the Subscriber changes under any legal title based on an agreement other than transformation according to the Act V of 2013 on the Civil Code, the Individual

Subscriber Contract may be amended based on the previous written request of the Subscriber and in accordance with Subsection (9) of Section 132 of the Act and the Subsection (2) and (3) of Section 14. of the Decree in case of such change does not affect the location of the subscriber access point.

It will not qualify as transfer if the change only affects the data of the Subscriber or if the change in the Subscriber is due to transformation according to the Act V of 2013 on the Civil Code after that the legal successor of the Subscriber will continue the subscriber relationship with the Service Provider under unchanged contractual conditions.

The Subscriber shall provide the Service Provider with the documents necessary for the change and the documents which prove the legal details of the change in the identity of the Subscriber at the Service Provider's request. The documents shall be provided at least in a notarized form or with full public probative force (in Hungarian: "közokirat").

The date of the transfer may be determined by the Subscriber requesting the transfer on the condition that the request is submitted at least 5 days before the requested transfer date. If the Subscriber do not specify such date in the request, the deadline of fulfilment of the transfer request may not be longer than 15 days from the receipt of the request complying with all form and content requirements given by the Service Provider and approved by the Service Provider.

The Service Provider is not obliged to making the requested changes until the Subscriber has any due but unpaid payment obligations vis-à-vis the Service Provider and the Subscriber shall not be in breach of the Individual Subscriber Contract. The transfer will only be completed if the Subscriber settled the eventually outstanding billing debt.

The Service Provider may invoice the Subscriber with a one-off charge for making the required change as described in the Individual Subscriber Contract.

The Service Provider shall pay a penalty if it fails to fulfill the requested changes within the period prescribed in the present GTC. In case of Large- and Medium Sized Enterprises the Parties may derogate from the present Section in the Individual Subscriber Contract.

6.2.4. Change the scope of the Service(s) used by the Subscriber

- (i) Subscriber may initiate in writing the change of the scope of the Service(s) fixed in the Individual Subscriber Contract.
- (ii) On receipt of Subscriber's request Service Provider will provide for cancellation of the Service as of the date specified by the Subscriber within 5 working days of receipt of the request. The service charges will be paid till the date of cancellation.
- (iii) If Subscriber orders a new service and its installation is not prevented by technical conditions, Service Provider will provide it from the date specified in the order or agreed by the Parties and if the Subscriber do not have billing debt. The charge of the new service will be paid from the date of installation or activation of the Service.

7. Termination of the Individual Subscriber Contract and the Service

7.1. Cancellation of an Order

- 7.1.1. If the Subscriber terminates an Order anytime after signature of the Order and prior to activation date of the Service (defined in the Order as the date Services are installed and made available), the Subscriber is liable for actual costs, including any third party charges and prepayments and deposits that the Service Provider has made on behalf of the Subscriber incurred by the Service Provider for the provision of Service.
- 7.1.2. If the Subscriber terminates an Order prior to the term expiration, Customer will pay early termination charges as set forth in the Individual Subscriber Contract.

7.2. Termination of the Individual Subscriber Contract

- 7.2.1. The terms and conditions in the Individual Subscriber Contract are effective on the date on which the Subscriber's statement relating to the acceptance of the offer of the Service Provider and relating to the conclusion of the Individual Subscriber Contract, and will not expire until all Orders have either expired or terminated.
- 7.2.2. After the initial Order term expires, the Services in an Order will automatically continue to be provided by the Service Provider until a different time extension is mutually agreed to in writing by the parties or either party provides the other party with 60 (sixty) days prior written notice to terminate. After the termination of the definite period contract, the Small and Micro Enterprises may sign only an indefinite period Individual Subscriber Contract with the Service Provider. In case of Large- and Medium Sized Enterprises the Parties may derogate from the present Section in the Individual Subscriber Contract.
- 7.2.3. Should the commencement of the provision of the Services at the time set forth in Section 5.7.8. of the present GTC by circumstances occurred within the Subscriber's sole control is not possible and the Parties have not agreed to commence the provision of the Services within 90 days, the Individual Subscriber Contract terminates on the 90th day from the conclusion thereof. In case of Large- and Medium Sized Enterprises the Parties may derogate from the present Section in the Individual Subscriber Contract.

7.3. General rules of the extraordinary termination

- 7.3.1. In case of Large, and Medium-Sized Enterprises the Service Provider and the Subscriber can, upon their mutual consent, derogate from the rules of the immediate termination of the fixed term Individual Subscriber Contracts as stipulated in Subsection (14) of Section 134 of the Act, in the Individual Subscriber Contract. In case of Small and Micro Enterprises the Parties may not derogate from the provisions stipulated in Subsection (14) of Section 134 of the Act. The Parties may also agree on special conditions on the extraordinary termination of the Individual Subscriber Contract concluded for indefinite term.
- 7.3.2. In general, the Service Provider is entitled to terminate the Individual Subscriber Contract with extraordinary termination especially in the following cases:
- a) Subscriber fails to cure its default of the agreed payment terms; or
 - b) Subscriber fails to cure any other material breach of the Individual Subscriber Contract within 30 days after receiving Service Provider's written notice; or

- c) Subscriber provides false or deceptive information establishing, using or paying for Services or Subscriber engages in false, deceptive, fraudulent, or harassing activities when establishing, using or paying for Services; or
 - d) Subscriber fails to comply with applicable laws or regulations and Subscriber's noncompliance prevents Service Provider's performance under the Individual Subscriber Contract, or
 - e) due to change in legislation or as a result of any obligatory order issued by any governmental or regulatory authority the provision of Services may breach the laws;
 - f) any authorization, licenses or other administrative acts required by the laws are not issued or provided for any reason, in which case, no damages shall be paid by the Service Provider or the Subscriber;
 - g) the becomes insolvent, goes into liquidation or dissolution or bankruptcy procedure is initiated against the Subscriber, or compulsory or a receiver is appointed over its assets.
- 7.3.3. The notice of termination of the Service Provider shall include the cause of termination, the applicable termination period and the date of expiry of that and a notification that informs the Subscriber if the cause of termination is the breach of the GTC or the Individual Subscriber Contract by the Subscriber, and the Subscriber terminates such breach, the Individual Subscriber Contract shall not be terminated according to the notice of termination of the Service Provider.
- 7.3.4. If the Service Provider terminates the Individual Subscriber Contract, the Subscriber will be liable for the payment for Services provided up to the date of termination, whether or not invoiced by the termination date, as well as any applicable early termination or shortfall liabilities.
- 7.3.5. If the Service Provider materially fails to provide Services, the Subscriber may terminate the affected Services without early termination liability if the Subscriber provides Service Provider with written notice of the failure and a reasonable opportunity to cure within 30 days from receipt of notice. If the Service Provider fails to cure, then the Subscriber may terminate the affected Services effective 30 days after Service Provider's receipt of Subscriber's written notice to terminate. Service Provider's material failure does not include a failure caused by circumstances not within the Service Provider's sole control, including, but not limited to, a failure caused by a third party access provider, Subscriber-provided software or equipment, or the Subscriber. In case of Large- and Medium Sized Enterprises the Parties may derogate from the present Section in the Individual Subscriber Contract.
- 7.4. The further terms and conditions of the termination of the Individual Subscriber Contract always specified in the Individual Subscriber Contract itself in all cases.
- 7.5. In case of termination of the Subscriber Contract the travelling allowance or other costs especially amortized depreciation of property owned by the Service Provide may not passed on to the Subscriber by the Service Provider.

8. Rights and obligations of the Parties

8.1. Main rights and obligations of the Service Provider

- 8.1.1. All rights connected with the Service Provider's network and exchanges exclusively belong to the Service Provider without any limitation.
- 8.1.2. The Service Provider is entitled to use the necessary property in order to place and operate the electronic communications facilities and equipments according to the relating legislation.
- 8.1.3. Service Provider may control the subscriber network used for the Service and the equipment connected to the subscriber access point. If it detects any irregularity influencing the provision of the Service, it will warn Subscriber to end such irregularity within 15 days; if this reminder fails Service Provider will have the right to suspend the Service in order to disconnect the terminal equipment. If Subscriber fails to comply with Service Provider's request and/or rejects its offer for the rental of an appropriate device owned by the Service Provider, Service Provider may terminate the Individual Subscriber Contract.
- 8.1.4. Financial security: in the event a liquidation, dissolution or bankruptcy procedure is initiated against the Subscriber, the Service Provider shall be entitled to suspend the provision of the Services, unless the Subscriber provides the Service Provider with the Financial Security specified in the Individual Subscriber Contract. The Financial Security shall not be more than the annual fee of Service(s) specified in the Individual Subscriber Contract.
- 8.1.5. Operation, maintenance, fault repair
- a) For the subscription fee Service Provider provides the possibility of use of the Service to the subscriber access point with monitoring, maintenance and fault repair.
 - b) For fault repair Service Provider operates a fault report service which can be called toll-free 24 hours a day.
 - c) Further provisions of the procedures of reporting, recording faults and handling of customers' complaints are describing in Point 11 of the present GTC.
- 8.1.6. In case of the breach of the Individual Subscriber Contract by the Service Provider, the Service Provider shall be liable to pay a penalty agreed in the Individual Subscriber Contract by the Parties. The Service Provider only will be liable for the breach of the Individual Subscriber Contract resulted for the actionable conduct of the Service Provider.
- 8.1.7. The Service Provider shall be liable for any loss or damage caused to Subscribers due to non-conformity of the Service Provider with the terms and conditions of the Individual Subscriber Contract.
- 8.1.8. The Service Provider may not require the Subscriber to pay any fee or consideration for any services, products, or electronic devices which were not ordered by the Subscriber. Such offer of the Service Provider shall be considered accepted only if the Subscriber expressly approves it.

8.2. Main Rights and Obligations of the Subscriber

- 8.2.1. Subscriber is not entitled to: (a) use Services for fraudulent, unlawful or destructive purposes, including, but not limited to, unauthorized or attempted access, alteration, abuse or destruction of information; or (b) use Services in such a manner that causes interference with Service Provider's or another's use of the Service Provider's network. The Subscriber will promptly cooperate with the Service Provider to prevent unauthorized access by third parties of the Services via Subscriber's facilities.
- 8.2.2. Subscriber is obliged to pay the Service's fees in its due time agreed by the Parties in the Individual Subscriber Contract and invoiced by the Service Provider
- 8.2.3. In preparation for installation of any equipment, including Customer Premise Equipment ("CPE"), for the Services, the Subscriber will: (a) at its expense, prepare its sites to comply with the Service Provider's installation and maintenance specifications; (b) pay the Service Provider any applicable charges to relocate any installed Services, when such relocation is requested by the Subscriber; (c) install, maintain, and pay for cabling that connects the Service to equipment that is not provided by the Service Provider; (d) maintain the Subscriber-provided equipment space and associated facilities, conduits and rights-of-way as safe places to work, and insure such facilities against fire, theft vandalism and other casualty; (e) ensure that the use of the Subscriber-provided equipment space and associated facilities, conduits and right-of-way comply with all applicable laws, rules and regulations, as well as any existing leases and other contractual agreements or right of others; and (f) be responsible for all damages to Service Provider-provided equipment located on Subscriber's premises, excluding reasonable wear and tear and damages caused by the Service Provider.
- 8.2.4. If the Subscriber resells the Services to any end-user, the Subscriber:
- (i) must maintain all relevant licenses, authorizations, permits as required by law, including any reporting regulation.
 - (ii) must pay its invoice to the Service Provider in full and may not deduct from its Service Provider's invoice any amounts that it cannot collect from such end users for any reasons.
- 8.2.5 Subscriber shall cooperate with the Service Provider in the fault repair. The Subscriber has to ensure for Service Provider access of the property named by it as the place of installation if it is necessary for the installation of the access point or to repair the fault.
- 8.2.6 Subscriber will report in writing to Service Provider any change in the data specified in the Individual Subscriber Contract within 15 days. If the omission to make such report causes damage or disadvantage to the Service Provider, this may cause for Service Provider as ground for the termination of the contract and Subscriber will be made liable for the resultant damages according to the customer rules of civil law.
- 8.2.7. The term of limitation for civil claims arising from the subscriber contracts shall be one year from the date of the due date or when the delayed or fault performance did in fact take place.

9. Suspension of the Service (in Hungarian: "szüneteltetés")

- 9.1. In general, the Service may be suspended for the following reasons:
- a.) for reasons within the control of the Service Provider,
 - b) for unforeseeable and unavoidable external reason (force majeure),
 - c.) for public interest.
- 9.2. The suspension will not impact the continuity of the legal relationship.
- 9.3. Suspension of the Service by the Service Provider
- (i) Pursuant to point (1) of section 136 of the Act, provided that the Service Provider gives the Subscriber as much notice as reasonably practicable, the Service Provider may occasionally suspend a Service in event of emergency and/or to safeguard the integrity and security of its network and/or repair or enhance the performance of its network. The suspension of the Service can be planned or not planned.
 - (ii) In planned regular maintenance Service Provider performs the works necessary to keep those technical equipment functioning, which ensure the matching and continuous keeping of the qualitative target values of the service and the network upgrade and replacement serve the periodic renewal of these technical equipment. Service Provider has to inform Subscriber 15 days earlier also in the case if the maintenance work probably involving service suspension. The service outages for regular maintenance do not count into the annual availability time committed by the Service Provider.
 - (iii) The suspension of the Service caused by reasons within the control of the Service Provider cannot exceed a period of 1 (one) day per calendar month. In case of Large- and Medium Sized Enterprises the Parties may derogate from the present Section in the Individual Subscriber Contract.
 - (iv) In case of non-planned maintenance Service Provider will inform the Subscriber about the works probably involving service outage at least 24 hours before their start.
 - (v) The Subscriber is not obliged to pay fees for the time of planned regular maintenance or the not planned service outage for the period of suspension of the Service. In case of Large- and Medium Sized Enterprises the Parties may derogate from the present Section in the Individual Subscriber Contract.
- 9.4. Suspension for public interest
- (i) The Services may be restricted for public interest in the manner required by the regulations for the protection of the national defence, national security, economic and public security interests of the Republic of Hungary.
 - (ii) In case of suspension for public interest, Subscriber will not have to pay fees and Service Provider to reimburse fees.

10. Restriction and Suspension of the Service (in Hungarian: “korlátozás” és “felfüggesztés”)

- 10.1. Restriction of the Service for Subscribers breach of contract
- 10.1.1. The Service Provider may restrict the Service, in particular restrict the traffic originated by or terminated at the Subscriber, or change the quality or other parameters of the subscriber service, subject to simultaneous notification given to the Subscriber, in the following cases:

- a.) if the Subscriber hinders or endangers the proper operation of the Service Provider's network, in particular if the Subscriber connects to the service access point terminal equipment without appropriate certificate or without appropriate interface;
 - b.) if Subscriber resells the service to third party without the consent of the Service Provider, or uses it for the purpose of providing network service,
 - c.) Subscriber has billing debt and fails to settle it by the date – at least 30 days- specified in the reminder,
 - d.) Subscriber's consumption has exceeded the upper limit of the amount or data quantity specified for the Service in the Individual Subscriber Contract.
- 10.1.2. If Subscriber ends the cause of the restriction specified in above and notifies the Service Provider about this, the Service Provider will release the restriction within 72 hours of the date on which the Service Provider becomes aware except if the Service Provider has already terminated the Individual Subscriber Contract.
- 10.1.3. If the Subscriber terminates the Individual Subscriber Contract at the time of the release of the restriction and the Service Provider becomes aware of it by the time of the release or the Parties agree in the termination of the Individual Subscriber Contract, the Service Provider – in the absence of the adverse statement of the Subscriber – will maintain the restriction till the termination of the Individual Subscriber Contract. In case of Large- and Medium Sized Enterprises the Parties may derogate from the present Section in the Individual Subscriber Contract.
- 10.1.4. Service Provider may charge fee for the release of the restriction specified in the Individual Subscriber Contract.
- 10.1.5. The restriction may only affect the Services concerned with the breach committed by the Subscriber except the case of deception or the case where the Subscriber uses more type of services under one Individual Subscriber Contract. The restriction shall affect the second mentioned exception if the Subscriber has a due obligation to pay the fees.
- 10.1.6. The Service Provider shall be obliged to pay penalty in case of delayed performance of the restriction release. In case of Large- and Medium Sized Enterprises the Parties may derogate from the present Section in the Individual Subscriber Contract.
- 10.2. Restriction of the Service by the Service Provider
- 10.2.1. Idle network service in the form of email spams – either voluntary or involuntary – in Service Provider's Internet service disturbs incoming and outgoing traffic, and hinders the use of the service by other subscribers. In protection of its network and Subscribers, Service Provider will prevent the traffic of unsolicited mail according. For the above purpose Service Provider may restrict e-mail communication sent via the Internet connection without checking its content and recording it. The Service Provider is entitled to temporarily suspend or ban the sending of e-mails.
- 10.3. Suspension of the Services
- 10.3.1. The Service Provider is entitled to suspend the Service for a period not longer than 6 (six) months in cases when the restriction period exceeds 15 days, if the Service Provider does not terminate the Subscriber Contract according to Section 134 Subsection 7 of the Act.
- 10.3.2. The Service Provider cannot require the Subscriber to pay a fee during the period of suspension.
- 10.3.3. If the reason for suspension still remains unchanged, the Service Provider will be entitled to terminate the Subscriber Contract as of the last day of the suspension period by providing 15 days notice.

- 10.3.4. The Service Provider shall be entitled to terminate the Subscriber Contract by providing 15 days notice and to suspend the Service for this period if it can be predicted on the basis of the available data and information that the Subscriber deceives the Service Provider with respect to substantial facts – in particular personal data – in order to sign the Individual Subscriber Contract or in order to use the Services.
- 10.3.5. In case of Large- and Medium Sized Enterprises the Parties may derogate from Section 10.3. in the Individual Subscriber Contract.

11. Customer Service Center, fault repair, complaint management

- 11.1. The Customer Service Center can be contacted by phone or via email 24 hours a day, 365 days a year in English, German, French, Italian and Spanish.
- 11.2. The Customer can report any faults, incidents arisen in connection with the Services and make inquiries or complaints regarding the Service. The Fault Report shall always contain the name of the proceeding contact person of the Customer and his/her contact details via which the Service Center shall send the answer to the Fault Report.
- 11.3. The Service Center will acknowledge and register the Fault Report. Any Fault Report made by a Subscriber received by the Service Center shall be investigated within 48 hours and the Subscriber shall be informed in writing regarding the result of the investigation via fax or e-mail not later than within 48 hours after the receipt of the Fault Report by the Service Center. The Service Provider informs the Subscriber about the followings:
 - a) the necessity of an investigation on the access point or concerning the access point. The Service Provider's notification shall include the date of the investigation (year, month, day and a 4 hours period between 8 am and 8 pm)
 - b) the fault could not be detected during the investigation, or the detected fault did not occur within the control of the Service Provider.

The Service Provider is not obliged to notify the Subscriber regarding the result of the investigation if an investigation on the access point or an investigation concerning the access point is not necessary for the repair of the fault occurred within the control of the Service Provider. In case of Large- and Medium Sized Enterprises the Parties may derogate from the present Section in the Individual Subscriber Contract.

- 11.4. The Service Provider will record any complaints, reports, the result of fault repair, actions taken on the basis of the fault repair, received by the Customer Service Center concerning Subscriber Contracts, as well as all communication between the Service Provider and the Subscribers over the phone in a traceable manner, by voice recording or any other electronic recording, by observing the rules of data management, which records shall be preserved for at least 1 (one) year. The Service Provider is obliged to make a voice record of the subscriber complaints and Fault Reports and to preserve – with the exception defined in Section 11.4 of the present GTC - those for at least 2 (two) years from the date of the notification in a traceable manner. At the Subscriber's request the Service Provider shall grant access to the voice record in the Service Center. At the Subscriber's request the Service Provider shall make a copy of the voice record concerning the Fault Report available to the Subscriber within 30 (thirty) days. The Service Provider makes the granting of the voice record conditional exclusively on the identification of the Subscriber. The Subscriber is entitled for one copy of the voice record for free of charge, however the Service Provider may charge fee for additional copies. In case of Large- and Medium Sized Enterprises the Parties may derogate from the present Section in the Individual Subscriber Contract.

- 11.5. The Service Provider shall repair faults reported by the Subscriber and found justified as a result of the fault location procedure, provided that the Service Provider is responsible for that. The repair depends on both the severity of the problem and the location, and governed by the SLAs in the Individual Subscriber Contract. In case of third person's consent or cooperation is necessary to the fault repair (e.g. the authorities, public utility service providers or property owners or co-service providers) the deadlines will be extended. The Service Provider shall seek the third person's consent within 48 (forty-eight) hours from the date when the Fault Report is received. The Service Provider shall inform the Subscriber about the necessity and the reason of the consent to be required within 48 (forty-eight hours) from the date when the Fault Report is received and about the fact that the period of obtaining the third person's consent shall not be counted within the period specified in the Subsection (4) of the Section 22 of the Decree. In case of Large- and Medium Sized Enterprises the Parties may derogate from the present Section in the Individual Subscriber Contract.
- 11.6. The Service Provider informs the Subscriber about the fault repair within 24 hours of the successful fault repair. The period between the Fault Report and the successful fault repair may not exceed 72 hours. The fault shall not be regarded as a repaired fault, if the Subscriber reports the same fault again within 72 hours from the date of notification of the Service Provider about the successful fault repair or within 72 hours from the date of fault repair in the absence of such notification. In this case the time between Service Provider's notification – in case of lack of this notification the time between the successful fault repair - and the second report shall not be counted within the fault repair period. In case of Large- and Medium Sized Enterprises the Parties may derogate from the present Section in the Individual Subscriber Contract.
- 11.7. The Service Provider will preserve all the data relating to the fault repair for a 1-year period of elapse.
- 11.8. In case of the fault occurred within the control of the Subscriber, the Service Provider is entitled to bill Subscriber for its costs plus the applicable work charges. The Service Provider is not entitled to charge a fee for the repair of fault occurred within the control of the Service Provider. The Subscriber can be obliged to pay the costs incurred by the Service Provider and to ensure a possibility to the Service Provider for entering into the Subscriber's space to define the faults.
- 11.9. In case of Subscriber complaints relating to the Individual Subscriber Contract or the subscription relationship the Subscriber shall contact the Customer Service Centre. Verbal complaints will be examined immediately and remedied as far as necessary. The Service Provider will answer any complaint filed in writing within 30 days. The Service Provider is required to attach related explanation in case the complaint is rejected.
- 11.10. A complaint in connection with an overdue bill will not extend the payment period. If the Subscriber files a complaint against the amount of a bill that has already been paid, - this option is available pursuant to the Subsection (2) of Section 143 of the Act within one year – and the complaint proves established, the Service Provider will reimburse the Subscriber the amount charged faultily.

12. Liability of the Parties

12.1. Liability of the Service Provider

- 12.1.1. Except as specifically set forth in the Individual Subscriber Contract or an end-to-end SLA, the Service Provider's obligation under the Individual Subscriber Contract extends only to the Service Provider's network and the Service Provider-provided equipment relating to the Services and network ("Sprint Network").
- 12.1.2. Except for physical damage to Subscriber's transmission facilities or Subscriber premise equipment directly caused by Service Provider's gross negligence or willful misconduct, Service Provider is not responsible for destruction of Subscriber's data files, programs or other information.
- 12.1.3. Furthermore the Service Provider will have no liability to the Subscriber for failure to supply the Service if (i) the Subscriber obtains the local access directly from a licensed local access provider on its own or (ii) a third person is unable or refuses to supply or delays supplying a service to the Service Provider and there is no alternative available to the Service Provider at reasonable cost or (iii) the Service Provider is prevented by legal or regulatory restrictions from supplying the Service.

Service Provider is not responsible for the content of any information transmitted by, accessed, or received through Service Provider's provision of the Services.

12.2. Liability of the Subscriber

- 12.2.1. Subscriber is responsible for security to the site, and thus Service Provider is not responsible for unauthorized access to Subscriber's transmission facilities or Subscriber premise equipment by individuals or entities who are third parties and not controlled or under agency of Service Provider, or for unauthorized access to, or alteration, theft, or destruction of Subscriber's data files, programs or other information through accident, wrongful means or any other cause
- 12.2.2. The Subscriber using any Service of the Service Provider shall keep the provisions of the GTC and the Individual Subscriber Contract.
- 12.2.3. The Subscriber will have exclusive liability for the connected terminal equipment and for payment of the charges and any damages. The Subscriber will be also liable in case of assigning the use of the Service and/or the equipment to others or if other user uses it.

12.3. Force Majeure

Neither party will be responsible for any delay, interruption or other failure, other than Subscriber's payment obligations, to perform under the present GTC and/or the Individual Subscriber Contract due to acts beyond the control of the responsible party. Force majeure

events include, but are not limited to: natural disasters (e.g. lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; inability to obtain equipment or services from third party suppliers; cable cuts third parties, a local exchange carrier's activities, and other acts of third parties; explosion and fires; embargoes, strikes, and labor disputes; and governmental decrees and any other cause beyond the reasonable control of a party.

13. Governing law and jurisdiction

- 13.1. The present GTC and the Individual Subscriber Contract shall be governed by and construed in accordance with the laws of Hungary.
- 13.2. Unless otherwise agreed in writing, any and all disputes that may arise out of the GTC or the Individual Subscriber Contract or that are related to its violation or nullity of those shall be settled by the ordinary courts of Hungary.

14. Data management, data protection

- 14.1. Service Provider will manage the data of the Subscriber in compliance with the regulations in force in Hungary, related to data security, according to the previous written approval of the Subscriber or the provisions of law. Data management is always connected with the subscriber relationship and necessary for the purpose of discharging the electronic communications services. By conclusion of the Individual Subscriber Contract, the Subscriber agrees to allow the Service Provider to store and use Subscriber's data in compliance with the regulations in force.
- 14.2. The Service Provider will store the managed data:
 - a.) electronically, by registration in the administrative and billing systems;
 - b.) in the form of paper-based documents generated while using the service
- 14.3. According to the Act, the types of the data managed by the Service Provider, purpose of, titled to and duration of the data management especially and in particular are the followings:

<i>Data type</i>	<i>Purpose of data management</i>	<i>Title to data management*</i>	<i>Period of data management</i>
Subscriber's name, registered offices	a.)To bill and collect related charges, monitor the Subscriber Contract b.) Provide data upon request of the criminal investigation department, the prosecutor's department or the court and the national security service authorized to query data for performing their tasks prescribed by law c.) A document compliant with the accounting at, preservation of document	MANDATORY	a.) 1 year after termination of the Contract (time limitation) b.) 1 year after termination of the Contract c.) 8 years after termination of the Contract
Location of the subscriber access point	a.)To bill and collect related charges, monitor the Subscriber Contract b.) Provide data upon request of the criminal investigation department, the prosecutor's department or the court and the national security service authorized to query data for performing their tasks prescribed by law c.) A document compliant with the accounting at, preservation of document	MANDATORY	a.) 1 year after termination of the Contract (time limitation) b.) 1 year after termination of the Contract c.) 8 years after termination of the Contract
Subscriber's billing address (if it is different from its registered office)	a.)To bill and collect related charges, monitor the Subscriber Contract b.) Provide data upon request of the criminal investigation department, the prosecutor's department or the court and the national security service authorized to query data for performing their tasks prescribed by law	MANDATORY	a.) 1 year after termination of the Contract (time limitation) b.) 1 year after termination of the Contract
For business subscribers the company registration number or any other registration code of the subscriber, tax identification number, and the bank account number	a.) To bill and collect related charges, monitor the Subscriber Contract b.) Provide data upon request of the criminal investigation department, the prosecutor's department or the court and the national security service authorized to query data for performing their tasks prescribed by law c.) A document compliant with the accounting at, preservation of document	MANDATORY	a.) 1 year after termination of the Contract (time limitation) b.) 1 year after termination of the Contract c.) 8 years after termination of the Contract

<i>Data type</i>	<i>Purpose of data management</i>	<i>Title to data management*</i>	<i>Period of data management</i>
Contacts for communication: e-mail address, mobile phone number, fax, correspondence:	a.) To bill and collect related charges, monitor the Subscriber Contract b.) Cooperation and communication aiming to facilitate execution of the Subscriber Contract	It is MANDATORY to stipulate a contact address, but more than one addresses can be stipulated on VOLUNTARY basis.	1 year after termination of the Contract (time limitation)
E-mail address of the Subscriber for identification of the subscriber station	To bill and collect related charges, monitor the Subscriber Contract	For contracts relating to Internet services: MANDATORY	1 year after termination of the Contract (time limitation)
Data related to payment of bills and billing debts	To bill and collect related charges, monitor the Subscriber Contract	MANDATORY	Until expiry of the bills monitoring pursuant to Act.
Voice records of subscriber reports (complaints and fault reports) received by the call centres	Monitoring of fault reports, result of the fault allocation procedure, and measures taken on the basis of the fault report	MANDATORY	a.) In the event of fault report 1 year after fault allocation b.) In the event of any other report: Not less than 2 years after the date of report

14.4. The Service Provider will process and use such information in connection with its business relationship with the Subscriber and reserves the right to provide such information to entities within the Service Provider's Group of Companies' members, their contractors, assignees, and to third parties such as subcontractors, consultants and entities with which the Service Provider has signed an agreement to promote, market and support products and services, for uses consistent with their collective business activities, including communicating with the Subscriber (e.g. for processing orders, promotions or market research). The Company shall only process the personal data to the extent necessary to deliver the Services or in accordance with the instructions of the Customer and/or to exercise its rights and perform its obligations vis-à-vis the Customer. The personal data processed by the Company will reside on internal Sprint systems and databases within its Group of Companies.

14.5. By conclusion of GTC and the Individual Subscriber Contract, the Subscriber declares that it knows and acknowledges the terms and conditions of the governing data protection and security matters and gives its voluntary consent upon signing the Individual Subscriber Contract for the data process. The Subscriber shall provide sufficient notice and information to its personnel and obtain sufficient consent and authorization under the applicable laws from the concerned personnel to permit the process of personal data by the Provider.

15. Miscellaneous

- 15.1. In cases where legislation requires the notification of the Subscriber and the Service Provider is not obliged to send an invoice due to the nature of the Service or if there is no way to notify the Subscriber via an invoice because the date of the notification required by the relevant legislative rules precedes the date of delivery of the invoice stipulated by the present GTC, the Service Provider shall satisfy the obligation of notice in accordance with one of the following methods at its own choice
- a) by giving a written notice directly to the Subscriber by post in accordance with the nature of the Service;
 - b) by sending an electronic mail to the Subscriber's contact e-mail address;
 - c) by using other way of electronic communications (f.e.: SMS, MMS), or online disclosure on the homepage.

The above mentioned methods of notification may only be performed, if the Service Provider can record the followings in a permanent way

- (i) the oral notice is acknowledged by the Subscriber,
- (ii) the notice via electronic document or electronic mail has been verifiably sent to the Subscriber who has previously consented to the electronic notification, or
- (iii) the notice by post has been verifiably sent to Subscriber.

The Service Provider is entitled to send the invoice to the Subscriber via electronic mail – instead of sending by post -, if the Subscriber agrees.

- 15.2. Should any provision of the GTC or the Individual Subscriber Contract prove to be invalid or unenforceable, such provision shall be replaced with a legal, valid and enforceable provision which has the same or the most equivalent economic effect.
- 15.3. The GTC and the Individual Subscriber Contract Agreement represents the entire agreement between the Company and the Subscriber regarding the terms and conditions of provision of Services and those supersede all proposals or any prior written or verbal agreements and may only be amended by a written agreement.
- 15.4. The present GTC has been made in Hungarian and in English language. In the event of a conflict between the English and Hungarian versions of the present GTC, the Hungarian version shall prevail.