

NMHH Decree 2/2015. (III. 30.)

on the Detailed Rules of Electronic Communications Subscriber Agreements

Pursuant to the powers conferred by [Subsection 182\(3\), Point 24 of Act C of 2003 on Electronic Communications](#), and proceeding within the scope of my functions defined in [Subsection 109\(5\) of Act CLXXXV of 2010 on Media Services and Mass Media](#), I hereby order as follows:

1. Scope

Section 1 (1) The scope of this Decree shall include:

- a) providers of electronic communications services (hereinafter: service providers),
- b) individual subscribers and business subscribers (hereinafter collectively: subscribers),
- c) users initiating the conclusion of a subscriber agreement, and
- d) the National Media and Infocommunications Authority (hereinafter: the Authority).

(2) In addition to the provisions of [Act CVIII of 2001](#) on certain aspects of electronic commerce and information society services, the electronic conclusion of subscriber agreements shall also be subject to the provisions of this Decree.

(3) [Government Decree No. 45/2014. \(II. 26.\)](#) on the detailed rules of contracts concluded between consumers and businesses shall be applicable unless other rules are provided for in this Decree.

(4) In respect of services provided under a subscriber agreement concluded for a single use of public pay telephones, telephones, fax or internet access, or for a period up to one day, the provisions of this Decree shall only be applicable to the extent that they may be construed in terms of the subject and contents of such services.

2. Terms and definitions

Section 2 For the purposes of this Decree:

a) *subscriber complaint* shall mean any report filed by a subscriber in connection with the supply of an electronic communications service supplied under a subscriber agreement, which is aimed at the remedy of any injury to the individual rights or interests of that subscriber and does not qualify as a fault report;

b) *fault report* shall mean any report filed by a subscriber in connection with the performance of an electronic communications service in default of the subscriber agreement, concerning in particular any deterioration in the quality of service, any reduction in quantity, or discontinued access;

c) *business subscriber* shall mean any person or entity (including government and public administration bodies, non-governmental organisations, and entities granted a legal personality under specific legislation) using an electronic communications service within the scope of their profession, independent occupation, economic or business activity, or function specified in legislation;

d) *durable media* shall mean any device enabling the permanent storage of data for a period suitable for the purpose of such data, as well as the display of the data stored in identical form and content. Such devices include in particular paper, USB keys, CD ROMs, DVD ROMs, memory cards, and computer hard disks.

3. General rules

Section 3 (1) The service provider shall develop its subscriber agreement as defined in [Subsection 127\(1\) of Act C of 2003 on Electronic Communications](#) (hereinafter: [Electronic Communications Act](#)) so that it complies with the requirements of comprehensibility, consistency and clarity.

(2) For the sake of clarity, the general terms and conditions shall be given an accurate table of contents and page numbering. On the cover sheet of its general terms and conditions, the service provider shall indicate their effective date in a clearly visible manner.

(3) The service provider shall retain all superseded versions of its general terms and conditions electronically for 5 years, precisely indicating their effective periods, and make such versions available at its customer service points and at its website retroactively for at least 2 years. At the subscriber's request, the service provider shall provide information on the general terms and conditions.

(4) Unless otherwise provided for by law, any stipulation made in a subscriber agreement shall be null and void if made to the subscriber's disadvantage contrary to the provisions establishing the subscriber's rights under the [Electronic Communications Act](#) and this Decree. Any waiver by the subscriber of any of its rights established under electronic communications regulations shall be null and void.

(5) Any departure from the provisions of this Decree may be made to the subscriber's benefit with the mutual consent of the parties.

(6) The service provider shall comply with its obligation under electronic communications regulations to give notification and provide information about the subscriber agreement in a clear, comprehensible and accurate manner.

(7) In administrative proceedings, the service provider shall bear the burden of proof that it has complied with its obligation under legislation or electronic communications regulations to give notification and provide information about the subscriber agreement, that it has observed the deadlines required, and that it has obtained the subscriber's consent as provided for in legislation or this decree.

(8) Liquidated damages due to the subscriber under this Decree shall be payable from the day of the infringement occurring on grounds of which liquidated damages are due, up to the day of such infringement being terminated.

(9) The service provider shall comply with its obligation under this Decree to pay liquidated damages within 30 days of its termination of the infringement, by providing specific information on the amount of liquidated damages due to the subscriber, the infringement on grounds of which liquidated damages are due, and the manner of compliance with the obligation to pay liquidated damages. Additionally, the service provider shall include in its information the formula which it used to calculate the amount of the liquidated damages, so that the subscriber may verify the accuracy of the calculation. The service provider may not make compliance with its obligation to pay liquidated damages conditional on the subscriber's claim for such damages. The service provider shall comply with its obligation to pay liquidated damages

a) by crediting the amount of liquidated damages to the monthly invoice or to the subscriber's balance in the case of prepaid services; or

b) in the event of the subscriber agreement being terminated, by paying the amount of liquidated damages or any unpaid part thereof to the subscriber in a single amount, at a customer service point where the parties are present, or by bank transfer (if the service provider has the subscriber's required data) and otherwise by post, where the parties are distant.

4. Specific rules for agreements with business subscribers

Section 4 (1) In the case of a business subscriber with at least 50 employees and net annual sales or a balance sheet total amounting to at least the HUF equivalent of EUR 10 million, the parties may, by mutual consent, depart from the provisions of the [Electronic Communications Act](#) for subscriber agreements and of this Decree.

(2) In the case of business subscribers not falling under Subsection (1), the parties may, by mutual consent, depart from the provisions of [Subsections 127\(4b\), 128\(2\), 134\(1\)–\(2\), \(6\), \(10\), \(10b\), \(11\), \(13\), \(15\), 135, 140\(1\)–\(2\) and \(4\) of the Electronic Communications Act](#), from [Subsections 3\(9\), 7, 11 and 17\(1\) of this Decree](#), and from the service provider's general terms and conditions.

(3) In the case of business subscribers, the service provider may depart from the provisions of [Subsections 129\(5\) and 131\(1\) of the Electronic Communications Act](#), as well as from those of Section 10 of this Decree.

(4) In application of Subsection (2), the specific subscriber agreement shall provide for where and how the parties are to depart from the legal provision or general term concerned, and shall include the business subscriber's express representation on consenting to such departures.

(5) In application of Subsection (3), the specific subscriber agreement shall provide for where and how the service provider is to depart from the legal provision or general term concerned.

(6) The conditions and indicators under Subsections (1)–(3) shall be determined and evidenced pursuant to the provisions of the [Act on Small and Medium-sized Enterprises and the Support Provided to Such Enterprises](#).

(7) As with other forms of contracting, in the case of contracting electronically the service provider shall enable small and medium-sized enterprises to request, upon entry into their subscriber agreements, to be subject to the rules applicable to individual subscribers where the service to be used is also available to individual subscribers under the service provider's general terms and conditions. In such cases, the service provider shall supply detailed information on benefits and drawbacks electronically, and shall certify the supply of such information.

5. Formation of the subscriber agreement

Section 5 (1) Following the registration of a request for a subscriber service, where required and the subscriber agreement is not concluded simultaneously, the service provider shall carry out its assessments on the viability of the request immediately but within 15 days at the latest, and verifiably notify the user within the same deadline that

a) it will complete the request; or

b) the request is viable, but the service cannot be provided within 30 days of the request due to the absence of the required technical conditions, in which case it shall specify the latest date (year, month and day) of compliance with the obligation to commence the service, which shall not be later than 90 days from registration of the request; or

c) the request is viable, but the subscriber service will be provided by means of unbundled access to a local loop, in which case it shall specify the latest date (year, month and day) of compliance with the obligation to commence the service, which shall not be later than 15 days from the setup deadline provided for in the unbundling provider's reference offer for the unbundling of the local loop; or

d) it refuses to complete the service.

(2) In the cases under Points a)–c) above, simultaneously with its notification the service provider shall make an offer to the requestor for the conclusion, based on the request, of a subscriber agreement in accordance with the service provider's general terms and conditions.

(3) In the case under Point c) above, the service provider shall initiate unbundled access to the local loop immediately but within 5 days at the latest.

(4) The subscriber agreement shall be formed

a) between parties present, particularly in the case of contractual representations and warranties made at a customer service point, by means of the subscriber's statement of accepting the service provider's offer with the intention of entering into a subscriber agreement; or

b) between distant parties, by the entry into effect of the subscriber's statement of accepting the service provider's offer with the intention of entering into a subscriber agreement.

(5) An implied subscriber agreement shall only be formed where prior to making a statement of acceptance, the subscriber has gained an understanding of the key points of the offer and the subscriber agreement. Implied representations made with the intention to enter into an agreement shall be limited to proactive conduct that unambiguously expresses the intention to enter into a subscriber agreement. Failure to make a representation or to engage in

any particular conduct shall not be construed as a statement of intention to enter into a subscriber agreement.

Section 6 (1) In the event of entering into an oral or implied subscriber agreement, within 8 days following the formation of the subscriber agreement under Subsection 5(4) the service provider shall provide the subscriber with a document on the concluded subscriber agreement specifying at least the data under Subsection 11(1) to the extent that such a document has not been provided prior to entering into the subscriber agreement. The service provider shall verifiably provide or send the document to the subscriber free of charge, on durable media or in written form by electronic mail as agreed between the parties, or in printed form in the absence of such an agreement.

(2) Prior to entering into the subscriber agreement, the service provider shall verifiably inform the subscriber about the option to request, free of charge on one occasion each year during the term of the subscriber agreement or within the limitation period under Subsection 143(2) of the Electronic Communications Act following termination of the agreement, a document to be provided on the provisions of the subscriber agreement effective as at the date specified by the subscriber, but at least the items under Subsection 11(1). The service provider shall verifiably provide or send the document to the subscriber within 8 days of receiving the request free of charge, in printed form or on other durable media, or by electronic mail at the discretion of the subscriber.

(3) Following the formation of a written subscriber agreement between distant parties, the service provider shall notify the subscriber about the date of the formation of the subscriber agreement immediately but within 8 days at the latest.

(4) In the case of contracting electronically (in particular through a contracting interface available on a website or by electronic mail), the service provider shall confirm the formation of the subscriber agreement and permanently record the subscriber agreement immediately but within 48 hours. Within 5 days after recording the subscriber agreement, the service provider shall send the subscriber agreement to the subscriber by electronic mail, or provide the data required to access the subscriber agreement by electronic mail or by other electronic means.

Section 7 (1) In the cases under Subsection 5(1), Point a), the service provider shall commence the service within 15 days following conclusion of the subscriber agreement or at a later date as agreed between the parties in the subscriber agreement, but not later than 90 days following conclusion of the subscriber agreement.

(2) Where the service could not be commenced at the date provided for in Subsection (1) for reasons attributable to the subscriber, the parties may agree a new date for the commencement of the service, which shall not be later than 90 days following conclusion of the subscriber agreement.

(3) In the event of failure to comply with the deadline under Subsection (1) or as agreed between the parties pursuant to Subsections (1)–(2) or as undertaken by the service provider under Points b)–c) of Subsection 5(1), the service provider shall pay liquidated damages for each day in default amounting to one-fifteenth of the registration fee less discounts as provided for in the general terms and conditions, or where no registration fee is applied, eight times one-thirtieth of the monthly subscription fee less discounts as provided for in the general terms and conditions, or of the prepaid fee in the case of prepaid services.

(4) Where the service provider is prevented by technical circumstances from complying with the deadline under Subsection (1) or as agreed between the parties pursuant to Subsections (1)–(2) or as undertaken by the service provider under Points b)–c) of Subsection 5(1) and consequently cancels the subscriber agreement under [Subsection 134\(2\) of the Electronic Communications Act](#), the service provider shall pay one-half of the liquidated damages under Subsection (3) due from expiry of the deadline for commencing the service up to cancellation of the subscriber agreement.

(5) Where the service provider fails to comply with the deadline under Subsection (1) or as agreed between the parties pursuant to Subsections (1)–(2) or as undertaken by the service provider under Points b)–c) of Subsection 5(1), the subscriber may withdraw from the subscriber agreement prior to the setup of the subscriber termination point without penalty. In the event of the subscriber's withdrawal, the parties shall settle with each other: the service

provider shall reimburse the subscriber for the fees paid under the subscriber agreement concerned within 30 days of the withdrawal, and the subscriber shall return to the service provider any assets owned by the service provider that have been supplied to the subscriber.

(6) Where a subscriber agreement is negotiated away from business premises or is concluded between distant parties, the subscriber may, without penalty and under no obligation to provide reasons, withdraw from the subscriber agreement within 14 days following conclusion of the subscriber agreement. Where the service provider has started to perform the subscriber agreement within the deadline for withdrawal, the subscriber may, under no obligation to provide reasons, cancel the agreement with immediate effect within 14 days following conclusion of the subscriber agreement.

Section 8 (1) Prior to conclusion of the subscriber agreement, the service provider shall verifiably inform the subscriber about the options of concluding a subscriber agreement for either a definite or indefinite term, and shall verifiably explain the detailed terms and conditions for both options. Failure to supply such information shall void any provision of the subscriber agreement that imposes a penalty on the subscriber on grounds of the subscriber agreement being concluded for a definite term.

(2) In the case of subscriber agreements for mobile internet access, or mobile telephone or satellite or digital terrestrial broadcasting services, the subscriber may cancel the subscriber agreement with immediate effect within 14 days following commencement of the service with the legal consequences provided for in Subsection (3) where the subscriber's interest in continued performance of the subscriber agreement is lost due to the fact that at the point of access (address, or a title number absent an address), the quality of the service fails to comply with the standard provided for in the subscriber agreement, or the service is not available. Upon conclusion of the subscriber agreement, the service provider shall verifiably inform the subscriber about the option, conditions and consequences of exercising the right of cancellation.

(3) In the case of cancellation under Subsection (2), the service provider may only demand payment of the pro-rated monthly fee for the period between contracting and cancellation, or payment of the fee for the volume actually generated by the subscriber in the case of services involving volume-based fees, or payment of consideration for other services provided for per-use fees with the service. The service provider shall not charge any other costs, including in particular any cancellation or administrative fees.

(4) The service provider shall not demand the subscriber's payment of any fee or consideration for the sale of services, products or electronic communications equipment that the subscriber has not ordered. The service provider's offer for such services, products or equipment shall only be deemed to have been accepted where accepted by the subscriber's express proactive conduct.

Section 9 The provisions of Sections 5–8 shall also be applicable to subscriber agreements concluded exclusively on grounds of representations made by means of electronic correspondence or equivalent personal communications equipment.

6. Contents of the general terms and conditions

Section 10 (1) Enabling to be construed in terms of the service concerned, the general terms and conditions shall specify at least the following according to the headings and sequence below, as appropriate for the nature of the service:

1. general and contact details:

1.1. the service provider's name and address,

1.2. contact details for the service provider's central customer service point (name, telephone number, other contact details, business hours) and the name of the place or point of contact where the up-to-date contact details for the service provider's other customer service points are available,

1.3. all contact details of the service provider's failure reporting point (address, telephone number, other contact details, business hours),

1.4. address of the service provider's website,

- 1.5. details of access to the general terms and conditions;
2. the means and conditions of concluding the subscriber agreement:
 - 2.1. procedure for the conclusion of the subscriber agreement, contents of the offer for the conclusion of a subscriber agreement under Subsection 5(2),
 - 2.2. list of details required for the conclusion of the subscriber agreement,
 - 2.3. the means and conditions of using the subscriber services, and the temporal, personal, objective and other restrictions, if any, of using the services,
 - 2.4. the deadline undertaken for setting up the subscriber termination point, connecting it to the network, and commencing the service,
 - 2.5. In the case of mobile internet access, as well as providers of mobile telephone and satellite and digital terrestrial broadcasting services, the conditions of cancellation under Subsection 8(2);
3. contents of the subscriber service:
 - 3.1. description of the subscriber service provided by the service provider,
 - 3.2. geographical coverage of the service,
 - 3.3. description of access to and use of emergency services, as well as of access to information on the caller's location and the use of such information,
 - 3.4. information on whether the service is a universal service,
 - 3.5. location of the subscriber termination point representing the service provider's liability limit;
4. quality and security of the subscriber service:
 - 4.1. target values for the specific subscriber service quality requirements undertaken by the service provider on a voluntary basis as well as for those set out in the [NMHH decree on requirements for electronic communications service quality relating to the protection of subscribers and users, and on the authenticity of billing](#),
 - 4.2. where the service provider measures, controls and manages traffic across its network and this influences the quality of its service or access to other services, content or applications available through the electronic communications service, a detailed description of the applicable rules,
 - 4.3. information on the measures that the service provider can take in respect of the incidents and threats influencing network and service security and network integrity, and of vulnerabilities,
 - 4.4. conditions of connecting the subscriber's terminal equipment;
5. disabled service, restriction and suspension of the service:
 - 5.1. cases and conditions of disabled subscriber service, the longest period of disabled service that may be requested by the subscriber, cases of disabled service requiring payment of charges,
 - 5.2. cases, conditions and means of restricting the subscriber service, including in particular restrictions to the traffic originated or terminated on the subscriber's side, and reductions in the quality or other characteristics of the subscriber service,
 - 5.3. cases and conditions of suspending the subscriber service;
6. customer relations, fault resolution, complaints, disputes:
 - 6.1. processing of fault reports, the deadline undertaken for fault resolution, procedures for the registration of fault reports and fault resolution,
 - 6.2. the subscriber's rights in the event of deficient subscriber service,
 - 6.3. processing of subscriber complaints (administration of disputed charges and claims for damages),
 - 6.4. operation of customer service, customer service time undertaken by the service provider,
 - 6.5. use of the directory assistance service,
 - 6.6. information about the options and conditions of filing judicial and extra-judicial disputes, the right of applying to an arbitration board, the names of the competent authorities, arbitration board and other entities, and indication of their contact details (address, telephone number, other contact details);
7. fees, tariffs, payments, billing, damages, liquidated damages:

7.1. specification and rates of the fees charged for the subscriber services, including single, regular and traffic-based fees, billing periods, plans, charges related to fault resolution, general provisions for preferential terms, including any provisions for the minimum usage or period required to qualify for such preferential terms, fees and terms of billing payable and applicable upon termination of or amendments to the subscriber agreement or in the case of disabled or restricted service, including any cost calculations and refund obligations related to terminal equipment, the method and frequency of payments and billing, the delivery dates of bills, and any other charges,

7.2. differences concerning the subscriber resulting from the various payment methods,

7.3. rules of the procedure for damages,

7.4. specification and rate of liquidated damages payable to the subscriber, means of payment;

8. detailed rules of the procedures for number porting, seamless provider change and carrier selection:

8.1. for telephone service providers, detailed rules of the procedure for number porting,

8.2. for internet access providers, detailed rules of the procedure for seamless provider change where allowed by the specific features of the service,

8.3. detailed rules of the procedure for carrier selection in accordance with the network agreement granting the option of carrier selection;

9. the duration of the subscriber agreement;

10. data controlling and data security:

10.1. types of data processed by the service provider, purpose and duration of their storage and possible disclosure,

10.2. information to the subscriber about the rules of data security, and about the subscriber's rights and obligations relating to data controlling;

11. means, cases and deadlines for the making, modification and withdrawal of the subscriber's representations as provided for in legislation (in particular those concerning the subscribers' register, the supply of location data other than traffic data, the supply of value added services, the sale of electronic communications services, the controlling of personal data for marketing purposes, requests for itemised billing reports and itemised call records, the pre-selected carrier, and the status of individual subscriber);

12. cases and conditions of amendments to and termination of the subscriber agreement:

12.1. cases and conditions of contractual amendments initiated by the service provider, the service provider's right to make unilateral amendments, the means of informing the subscriber about such right, and the rights granted to the subscriber in connection with unilateral amendments,

12.2. cases and conditions of contractual amendments initiated by the subscriber, deadline for implementing the amendments,

12.3. cases and conditions of cancellation by the service provider,

12.4. cases and conditions of cancellation by the subscriber,

12.5. other cases of terminating the subscriber agreement and their conditions;

13. the subscriber's other obligations in connection with using the service:

13.1. obligation of cooperation and information,

13.2. proper use of the service,

13.3. obligations concerning terminal equipment or other electronic communications equipment owned by the service provider that has been supplied to the subscriber,

13.4. reporting of changes to data;

14. information about the availability and use of easy-to-install and easy-to-use software enabling the protection of minors and other services provided for equivalent purposes;

15. in the case of the supply of broadcasting subscriber services, a list of the media services included in the plan, and, at the service provider's discretion, the data under [Subsection 132\(2a\), Point a\)](#) of the Electronic Communications Act, and a list and specifications of ancillary media services.

(2) The service provider may include new provisions under each heading.

(3) Related rules and conditions which cannot be included in the main body of the text for reasons of length may also be provided in annexes. The relevant annex shall be referenced from the main body of the text. Annexes form an integral part of the general terms and conditions; however, they may not alter the meaning of the main body of its text.

(4) A specific annex of the general terms and conditions shall provide a detailed description of special offers, in particular their duration, conditions, fees and the discounts applied. Whenever amendments are made to that annex, the service provider shall publish and make available the annex in accordance with the general rules for amendments to the general terms and conditions, and, without giving notification to subscribers, submit the annex to the Authority within 8 days following the effective date of the amendments.

7. Contents of specific subscriber agreements

Section 11 (1) With regard to [Subsection 129\(5\) of the Electronic Communications Act](#), specific subscriber agreements shall include at least the following:

- a) personal data where applicable:
 - aa) the subscriber's name, residence, temporary residence or seat,
 - ab) the subscriber's billing address and account number where required,
 - ac) the subscriber's name at birth, place and date of birth, mother's name at birth,
 - ad) for subscribers who are minors or are partially incapacitated in respect of the legal representations relating to the conclusion of the subscriber agreement, the details of the legal representative under points aa)–ac) in subscriber agreements for post-paid services,
 - ae) the subscriber's company registration number or other registration number and payment account number where required,
 - af) contact details;
- b) the service provider's data:
 - ba) the service provider's name, seat and mailing address,
 - bb) the service provider's company registration number,
 - bc) telephone number and e-mail address of the central customer service point,
 - bd) all contact details of the failure reporting point,
 - be) website address,
 - bf) details of access to the general terms and conditions, and where individual headings are accessible separately, details of access to each heading;
- c) the subscriber service regulated in the subscriber agreement:
 - ca) names of the service and the plan, the services requested by the subscriber, information to the subscriber on whether the service used is a universal service, location of the subscriber termination point,
 - cb) deadline for commencing the service,
 - cc) standard tariffs (regular fees including in particular subscription fees and traffic-based fees), a reference to each provision in the general terms and conditions concerning any other fees charged for the service, indicating that such fees are part of the specific subscriber agreement without being itemised in the specific subscriber agreement,
 - cd) method of payment,
 - ce) deadline for billing,
 - cf) for telephone services, the subscriber's number where the service provider has allocated a telephone number to the service and that number is available, or where the number is not available upon concluding the subscriber agreement, the deadline for supplying the subscriber's number,
 - cg) specification and rates of the discounts applied;
- d) effective date and duration of the subscriber agreement, and for subscriber agreements concluded for a definite period between parties present, the expiry date of the definite period;
- e) where applicable, the means, cases and deadlines for the making, modification and withdrawal of the subscriber's unambiguous (positive or negative) representations concerning in particular:
 - ea) the subscribers' register,

- eb) the supply of location data other than traffic data,
 - ec) the controlling of personal data for the sale of electronic communications services and for marketing purposes,
 - ed) requests for itemised billing reports and itemised call records,
 - ee) the pre-selected carrier, ef) the status of individual subscriber,
 - eg) the status of small and medium-sized enterprise,
 - eh) an understanding of the provisions of the specific subscriber agreement,
 - ei) acknowledgement of the information about the right of cancellation under Subsection 8(2), according to the provisions of the [Electronic Communications Act](#);
 - f) where in respect of the service concerned, the service provider specifies amounts or data volumes as limits of use, and, in the event of such limits being exceeded, applies restrictions under [Subsection 137\(1\), Point d\) of the Electronic Communications Act](#), the specific terms and conditions concerning such restrictions, and the subscriber's specific and unambiguous (positive or negative) representation on accepting those terms and conditions;
 - g) reference to the provisions of the general terms and conditions that specify the cases and conditions of amendments to the subscriber agreement, and the rights granted to the subscriber in the event of unilateral amendments;
 - h) reference to the provisions of the general terms and conditions that specify the cases, conditions and legal consequences of terminating the subscriber agreement;
 - i) reference to the provisions of the general terms and conditions that specify the types of procedure available to the subscriber in the event of a dispute, and information about such procedures and the competent bodies;
 - j) reference to the provisions of the general terms and conditions that specify the legal consequences of the service provider's breach of contract, in particular the rights granted to the subscriber, the procedure for refunds applicable, and the rate of liquidated damages payable to the subscriber in the event of any violation of the provisions for the quality and restriction of the service and disabled service;
 - k) reference to the provisions of the general terms and conditions that specify the conditions of disabled and restricted service;
 - l) reference to the provisions of the general terms and conditions that specify the available means of filing fault reports and billing complaints, the procedures for the administration of fault reports and billing complaints, and information about the supply of maintenance services;
 - m) for business subscribers, the items under Subsections 4(4) and (5).
- (2) By way of information, the service provider shall enclose with the specific subscriber agreement the address, telephone number and business hours of its customer service point that is located the closest to the subscriber's residence or temporary residence according to the general terms and conditions as in effect at the time of concluding the subscriber agreement, if different from the customer service point indicated under Subsection (1), Point bc).
- (3) Pursuant to [Subsection 154\(1\) of the Electronic Communications Act](#), the service provider may control the personal data under Subsection (1), Point a) for the purposes of billing, collecting the relevant fees, and monitoring subscriber agreements.
- (4) On its website, the service provider shall publish specimen specific subscriber agreements adjacent to the general terms and conditions.

8. Amendments to the subscriber agreement

Section 12(1) When amendments to the general terms and conditions are notified to the Authority, the notification shall include an attached electronic document with excerpts of the changes and the full text of the general terms and conditions consolidated with the changes.

(2) In respect of amendments to the general terms and conditions, the notification under [Subsection 132\(4\) of the Electronic Communications Act](#) shall include at least the following:

- a) specific reference to the amended provisions of the general terms and conditions;
- b) a brief description of the substance of the amendments;

- c) the effective date of the amendments;
- d) details of access to the published general terms and conditions;
- e) where the service provider changes the fee of the subscriber services or reduces the volume of the service included in the fee charged, the modified fee and volume and the amount of the change, by service for plans including multiple services;
- f) the condition, legislative change, administrative decision or material circumstance (in particular the reason under [Subsection 132\(2a\) of the Electronic Communications Act](#) in the event of changes in the composition of channels offered as part of broadcasting services) on grounds of which the service provider applies the changes concerned;
- g) the rights granted to the subscriber in the event of unilateral amendments to the general terms and conditions.

(3) Notwithstanding Subsection (2), notifications sent by any of the means specified in [Subsection 144\(4\), Point c\)](#) (in particular SMS and MMS) shall include a reference to:

- a) the effective date of the amendments;
- b) where possible, specific reference to the amended provisions of the general terms and conditions;
- c) details of website access to the published general terms and conditions;
- d) the rights granted to the subscriber in the event of unilateral amendments to the general terms and conditions.

(4) In the event of changes to the addresses, telephone numbers and business hours of customer service points, the service provider shall not be subject to the obligations relating to amendments to the subscriber agreement as set out in legislation; however, the service provider shall provide information about the change at its central customer service point and on its website.

(5) The obligation under [Subsection 144\(4\), Point c\) of the Electronic Communications Act](#) concerning changes to the general terms and conditions of broadcasting services, excluding changes concerning the composition of the plan and increases in service fees, may also be complied with by the service provider by displaying the notification on its information channel available to all subscribers for at least 15 days, for at least a total of 3 hours per day in the 08.00–22.00 time band.

(6) Prior to any amendments concerning the duration of specific subscriber agreements, the service provider shall verifiably inform subscribers about the detailed terms and conditions of subscriber agreements concluded for definite and indefinite terms. Failure to supply such information shall void any provision of the subscriber agreement that imposes a penalty on the subscriber on grounds of the subscriber agreement being concluded for a definite term.

(7) Implied amendments to an implied specific subscriber agreement concluded for an indefinite term may only be made if, during the term of the subscriber agreement, the subscriber verifiably makes an oral or written representation that in the event of any amendments being proposed by the service provider to the subscriber agreement, the subscriber's failure to make a representation or engagement in proactive conduct shall be considered as acceptance.

Section 13 (1) In respect of subscriber agreements concluded for an indefinite period, cases under [Subsection 132\(2\), Point c\) of the Electronic Communications Act](#) shall include in particular increases, unforeseen at the time of concluding the subscriber agreement, in costs that arise from the service provider's contractual relationship with a third party and are directly incorporated into the service fee.

(2) In respect of subscriber agreements concluded for an indefinite period, the service provider may include provisions in a specific subscriber agreement or in the general terms and conditions pursuant to which, in the event of a predetermined change in the consumer price level, the service provider may change the service fee on a maximum of one occasion per calendar year. When this condition is satisfied, the service provider may make unilateral amendments to the subscriber agreement according to [Subsection 132\(2\), Point a\) of the Electronic Communications Act](#).

(3) In the case under Subsection (2), the rate of the change applied to the fee shall not exceed the rate of the actual consumer price index specified for the preceding calendar year by the Hungarian Central Statistical Office.

Section 14 (1) In the case of transfers regulated in [Subsection 132\(9\) of the Electronic Communications Act](#), the service provider shall complete the transfer at the subscriber's request within the deadline undertaken, or notify the subscriber about its refusal of the transfer.

(2) The deadline for the completion of a transfer shall not be later than 15 days from the receipt of a transfer request that meets the service provider's requirements for form and content.

(3) In the event of a transfer, the service provider may charge the subscriber a reasonable and fair fee; however, it shall not oblige the subscriber to pay a registration fee.

(4) Where the service provider fails to complete a transfer within the deadline undertaken in its general terms and conditions, it shall pay liquidated damages amounting to one-tenth of the transfer fee for each day in default.

Section 15 (1) In the case of services provided at fixed locations, in response to the subscriber's relocation request the service provider shall relocate the subscriber termination point within its geographical service area in accordance with this Section.

(2) The service provider shall assess the viability of the relocation request within 15 days of receiving a complete request, and shall, within that period, notify the requestor in writing of its

a) acceptance of the relocation request and its commitment to complete the request within the deadline set in the general terms and conditions but not later than 30 days following receipt of the request, or at a later date specified by the subscriber in the relocation request, which shall not be later than 90 days from the service provider's receipt of the relocation request,

b) inability to relocate the subscriber termination point within the deadline under Point a) for technical reasons, and its acceptance of the relocation request and its commitment to complete the relocation within the deadline specified, which shall not be later than 90 days from the relocation request,

c) refusal of the relocation request for technical reasons, or

d) refusal of the relocation request on grounds of the subscriber's arrears remaining outstanding following expiry of the deadline of at least 30 days indicated in the letter of demand.

(3) The service provider may charge a reasonable and fair fee for the relocation.

(4) In the cases under Subsection (2), Points a)–b) above, the subscriber service shall be interrupted between discontinuation of the subscriber termination point and completion of a relocation enabling use of the service. The service provider shall not charge a fee for that period.

(5) In the event of its failure to meet the deadline under Subsection (2), Point a) or undertaken under Point b), the service provider shall pay liquidated damages amounting to one-third of the relocation fee for each day in default.

Section 16 (1) The service provider may change the subscriber's number in the following cases:

a) at the subscriber's request;

b) if the number change is unavoidable for technical or traffic reasons, and its necessity has been verified by the Authority;

c) the number change is required by law.

(2) At the subscriber's request, the service provider shall change the subscriber's number if the technical conditions for the number change are present. Unless otherwise agreed between the parties, the new number shall be selected by the service provider from the range of numbers available.

(3) Where the service provider refuses to change the subscriber's number requested under Subsection (2) on grounds of the absence of the required technical conditions, it shall provide detailed reasons.

(4) When the subscriber's number is changed, the subscriber may request the service provider not to reallocate the number to any other subscriber, and to provide information at the

previous number about the subscriber's new number, using text selected by the subscriber from the range of texts specified by the service provider.

(5) Where the change is made in the cases under Subsection (1), Points b)–c), the service specified in Subsection (4) shall be free of charge for the period requested by the subscriber, up to a maximum of 3 months.

(6) The service provider shall inform the subscriber about the provisions of Subsections (4)–(5), and in the cases under Subsection (1), Points b)–c), it shall notify the subscriber about the change of the subscriber's number at least 30 days in advance.

(7) The service provider shall continue to provide information about the change in the subscriber's number until the number is reallocated to another subscriber, up to a maximum of 1 year from changing the subscriber's number.

(8) With regard to the conditions set out in this Section, the service provider may determine the period in its general terms and conditions after which it will reallocate the subscriber's number to another subscriber.

9. Termination of the subscriber agreement

Section 17(1) Upon termination of the subscriber agreement, except for the cases under Subsection (5) and [Subsections 134\(6\)–\(7\) of the Electronic Communications Act](#), no call-out fees or other costs (including in particular the depreciation costs of assets owned by the service provider) may be recharged to the subscriber.

(2) The subscriber may also cancel the subscriber agreement as of a date of their choice. In this case, the subscriber's notice of cancellation shall specify the date as of which the subscriber no longer wishes to use the service provided. That date may fall between 8 and 30 days after making or sending the notice. The service provider shall discontinue the service as of the date specified.

(3) Where cancellation by the subscriber is in accordance with the rules of electronic communications and the subscriber agreement, the service provider shall not require the assets that are owned by it and have been supplied to the subscriber to be returned as a condition for the cancellation of the subscriber agreement. Cancellation by the subscriber and termination of the subscriber agreement shall not affect the civil law relationship concerning the electronic communications equipment associated with the subscriber agreement, and the latter shall be governed by the [Act on the Civil Code](#).

(4) Upon termination of the subscriber agreement, at any of its customer service points the service provider shall enable the subscriber to return the assets that are owned by the service provider and have been supplied to the subscriber, and confirm to the subscriber that the assets have been returned. For the return of assets, no procedures shall be required that would impose unreasonable costs or excessive difficulties on the subscriber.

(5) Where the service could not be commenced at the date provided for in Subsection 7(1) for reasons attributable to the subscriber, and the parties fail to agree, under Subsection 7(2), a new date for the commencement of the service within 90 days, the subscriber agreement shall be terminated on the 90th day following its conclusion.

10. Disabled service

Section 18(1) At the end of the disabled service period requested by the subscriber, which shall not be longer than the longest period specified in the service provider's general terms and conditions, the service provider shall re-enable the service, and notify the subscriber promptly within 24 hours at the latest. Where re-enabling the service does not require on-site action, the service provider shall not charge any extra fees. Where re-enabling the service requires on-site action, the service provider may charge a reasonable and fair single fee.

(2) Following unambiguous identification of the subscriber, at the subscriber's request the service provider shall immediately disable the mobile phone service where the request is made on grounds of the subscriber's SIM card being lost or stolen. The fees arising in the period

between the subscriber's request and disabling the service shall not be recharged to the subscriber.

(3) For business subscribers, in the case of liquidation, bankruptcy or voluntary dissolution, the service provider may disable the service as of such circumstances occurring until a security deposit is provided by the subscriber in the amount specified in the service provider's general terms and conditions but not more than the equivalent of 12 months' service fee.

(4) Where one subscriber agreement includes multiple services, the parties may agree to disable only the services requested by the subscriber.

11. Restriction and suspension of the service

Section 19(1) Where the subscriber eliminates the reason for a restriction under Subsection (3) or [Subsection 137\(1\) of the Electronic Communications Act](#) and this is verifiably brought to the service provider's knowledge, the service provider shall remove the restriction within 72 hours of becoming aware that the reason has been eliminated. Where upon eliminating the reason for the restriction, the subscriber agreement is cancelled by the subscriber and this is brought to the service provider's knowledge before the reason for the restriction is eliminated, or the parties mutually agree to terminate the subscriber agreement, the service provider shall, unless a representation to the contrary is made by the subscriber, maintain the restriction until termination of the subscriber agreement.

(2) In the event of a delay in removing the restriction, the service provider shall pay liquidated damages for each started day in default. The rate of liquidated damages shall be equivalent to one-third of the re-enabling fee for each started day in default. Where no re-enabling fee is charged by the service provider, the rate of liquidated damages shall be equivalent to four times one-thirtieth of the monthly subscription fee payable for the month of re-enabling, or of the fee prepaid in the case of prepaid services, in connection with the subscriber service concerned under the subscriber agreement.

(3) The service provider may restrict the service where on the basis of the data and information available, it has reasonable grounds to believe that the subscriber has misled the service provider in respect of any material circumstance, and personal data in particular, for the purpose of concluding the subscriber agreement or using the service.

(4) Following a restriction of the service exceeding 15 days, where the subscriber agreement is not cancelled by the service provider under [Subsection 134\(7\) of the Electronic Communications Act](#), the service provider may suspend the service for up to 6 months. During suspension of the service, the service provider shall not charge a fee. Where the reason for suspension prevails, the service provider may cancel the subscriber agreement as of the last day of the suspension period by giving 15 days' notice.

(5) The service provider may cancel the subscriber agreement by giving at least 15 days' notice, and suspend the service for the period of such notice, where on the basis of the data and information available, it has reasonable grounds to believe that the subscriber has misled the service provider in respect of any material circumstance, and personal data in particular, for the purpose of concluding the subscriber agreement or using the service.

12. Fee calculations, itemised billing reports

Section 20(1) The service provider shall measure time-based services on a per-second basis, and shall calculate the fees of and bill such services based on the billing unit specified in the specific subscriber agreement and the general terms and conditions.

(2) The service provider shall design its network switching technology so that the charged period, i.e. the period between connection and disconnection in the case of time-based services, may exceed the actual duration of the voice or data connection between the termination points

a) by 1 second for caller-side disconnection and 90 seconds for called-side disconnection in the case of telephone services provided at a fixed location,

b) 1 second in the case of internet access service,

c) 2 seconds in the case of the subscriber's connection to a mobile telephone network.

(3) The fees of services based on volumes of data shall be calculated and billed in the units specified in the general terms and conditions.

Section 21 (1) In the billing report specified in [Subsection 142\(1\) of the Electronic Communications Act](#), the service provider shall indicate the fees payable by the subscriber in a breakdown by call directions subject to different fees or by terminating service provider where no call directions are applied, premium-rate calls, remote voting, SMS, MMS, calls received, and shall also indicate the fees of non-telephone services used by means of the telephone service.

(2) The itemised call records under [Subsection 142\(2\) of the Electronic Communications Act](#) shall indicate the following for each service and service provider:

- a) called number;
- b) start time of the call;
- c) duration of the call;
- d) fee of the call unit;
- e) fee of the call.

(3) The billing report under [Subsection 142\(1\) of the Electronic Communications Act](#) shall separately indicate the fees charged for voice and non-voice calls, and the tariff periods.

(4) For non-voice data traffic connections and calls, the itemised call records shall indicate the following for each type of access:

- a) time of the non-voice data traffic;
- b) the volume of the data traffic, or the duration of the data traffic for time-based billing;
- c) fee per unit of traffic, or fee per time unit for time-based billing;
- d) fee of the data traffic.

(5) In the case of flat-rate services, instead of Subsection (2), Points d)–e) and Subsection (4), Points c)–d), the service provider may also refer to the flat-rate or the service being charged on a flat-rate basis.

(6) Itemised call records may be requested on an ad-hoc basis, for a fixed term or until withdrawn. For individual subscribers, itemised call records shall be free of charge once per month. The service provider shall specify the terms of use in its general terms and conditions.

(7) Individual subscribers may also make subsequent requests to the service provider for the supply of itemised call records, limited to the preceding two years, which the service provider shall supply within 15 days of the request. In the case of subsequent requests, itemised call records may be requested free of charge on one occasion for each bill issued previously.

13. Liability for the performance of the subscriber agreement

Section 22 (1) The service provider shall investigate fault reports within 48 hours and notify the subscriber, based on the investigation completed, that

a) additional on-site investigation is required at or involving the subscriber termination point, specifying the time of the investigation (year, month, day and a 4-hour period between 08.00 and 20.00),

b) the fault could not be detected during the investigation, or occurred for reasons not attributable to the service provider.

(2) The service provider shall be under no obligation to notify the subscriber about the results of the fault detection procedure within 48 hours if the elimination of a real fault attributable to the service provider does not require an on-site investigation at or involving the subscriber termination point.

(3) The service provider shall correct any real faults reported by the subscriber and confirmed by its fault detection procedure.

(4) The period from reporting the fault to its correction shall not exceed 72 hours.

(5) Where correction of the fault requires the consent of a third party such as an authority, utility provider or property owner, the consent shall be requested by the service provider within 48 hours from the fault report. The time required for obtaining the consent shall not be counted

in the deadline under Subsection (4). Within 48 hours of the fault report, the service provider shall notify the subscriber about the need for the consent and its reasons, and about the fact that the time required for obtaining the consent shall not be counted in the deadline under Subsection (4).

(6) Immediately but within 24 hours after resolving the fault, the service provider shall notify the subscriber about the fault resolution, and register the means and time of notification. The service provider may also comply with its obligation of notification about fault resolution at the time of the fault report or of on-site fault resolution.

(7) In compliance with the obligation under [Subsection 141\(1\) of the Electronic Communications Act](#), the service provider shall retain all data relating to fault resolution for 1 year from the latter.

(8) The service provider shall not charge a fee for the resolution of faults under Subsection (3), and shall not recharge to the subscriber any repair or call-out costs incurred by it, nor impose any obligations on the subscriber other than the requirement to allow access to the subscriber's premises for the purpose of fault resolution.

(9) Where the fault report can only be investigated or the fault can only be corrected on site at the subscriber's premises, and the time proposed by the service provider in its notification under Subsection (1), Point a) is not convenient for the subscriber, the time from the time proposed by the service provider to the alternative time agreed in advance with the subscriber shall not be counted in the deadline under Subsection (4).

(10) Where the service provider and the subscriber agreed under Subsection (9) on the time of investigating the fault report or of correcting the fault, and the error could not be corrected at the agreed time for reasons not attributable to the service provider, the period from time found to be unsuitable for reasons not attributable to the service provider up to a new suitable time agreed between the parties at the service provider's initiative shall not be counted in the deadline under Subsection (4).

(11) The fault shall not be deemed to have been resolved where the subscriber re-reports the fault in the original fault report within 72 hours from the service provider's notification of error resolution, or absent such notification, from the time of fault resolution. In that case, the period from the service provider's notification of error resolution, or absent such notification, from the time of fault resolution up to the subscriber's new fault report shall not be counted in the deadline for correcting the fault.

Section 23 (1) The service provider shall pay liquidated damages:

a) from expiry of the notification deadline under Subsections 22(1) and (6) for every started day in default up to the day on which notification is given,

b) from expiry of the deadline for correcting fault for every started day in default up to the day on which the fault is resolved.

(2) The amount of liquidated damages shall be:

a) twice the base in the cases under Subsection (1), Point a),

b) four times the base in the cases under Subsection (1), Point b) where as a result of the fault, the subscriber service could only be used in a lower quality or quantity than that specified in the subscriber agreement,

c) eight times the base in the cases under Subsection (1), Point b) where as a result of the fault, the subscriber service could not be used.

(3) The base for the calculation of liquidated damages shall be the daily amount derived from the sum of the monthly subscription fee under the specific subscriber agreement for the month of the fault report and of the traffic-based fee for the previous month.

Section 24 For broadcasting services, in the event of removing one or more of the channels offered under the subscriber agreement, from the day following such removal the service provider may only charge the subscriber concerned a pro-rated fee based on the number of channels actually available relative to the number of channels offered under the subscriber agreement, except where amendments to the subscriber agreement under [Subsection 132\(2\), Point d\) of the Electronic Communications Act](#) are made on grounds of changes in the channels offered.

Section 25 (1) The service provider shall produce audio recordings of any subscriber complaints and fault reports registered by its call center, and shall retain such recordings in a retrievable manner, except for the case under Subsection 22(7), for 2 years after the time of the complaint or report.

(2) At the subscriber's request, the service provider shall enable the subscriber to access the audio recording under Subsection (1) at the service provider's customer service point.

(3) At the subscriber's request, the service provider shall supply a copy of the audio recording under Subsection (1) within 30 days. The service provider shall not require compliance with any conditions for the supply of the audio recording other than the subscriber's identification. For each audio recording, one free copy shall be supplied to the subscriber.

14. Notification of subscribers

Section 26 (1) Subject to the subscriber's consent, instead of postal delivery the service provider may also send bills to the subscriber by electronic mail or through an electronic bill presentment and payment system. In such cases, the service provider may grant a discount to the subscriber.

(2) In the case of electronic bill presentment and payment system, for the purposes of [Subsection 144\(3\) of the Electronic Communications Act](#) the bill notification sent by electronic mail shall be considered as the bill statement. The subscriber shall be notified

a) in a bill notification sent by electronic mail, or

b) by means of reference in an electronic bill, or where possible, in a bill notification sent by electronic mail.

(3) Unless evidence to the contrary is provided, the subscriber shall be deemed to have been notified on the day on which delivery of the service provider's electronic mail, SMS or MMS is confirmed.

(4) Where notification by means of electronic mail under [Subsection 144\(4\), Point b\) of the Electronic Communications Act](#) or by means of SMS or MMS under [Point c\)](#) of the same cannot be established for reasons attributable to the service provider, the service provider shall be deemed to have complied with its obligation of notifying the subscriber, unless evidence to the contrary is provided, on the day following the day of the service provider's second attempt to deliver the notification at an interval of at least 5 days.

(5) In the case of notifications sent by post, unless evidence to the contrary is provided, the service provider shall be deemed to have complied with its obligation of notifying the subscriber on the seventh day from posting the notification.

(6) In the case of notifications sent by the service provider with return receipt requested, unless evidence to the contrary is provided, the subscriber shall be deemed to have been notified at the delivery time recorded by the postal service provider.

(7) Compliance under Subsections (4)–(5) with the obligation of notification, where challenged by the opposing party, shall not be cited as evidence for delivery of the notification to the addressee or its receipt by the same in administrative proceedings.

15. Specific rules for subscriber agreements concluded for a definite term

Section 27 (1) Prior to conclusion of a subscriber agreement for a definite term, the service provider shall verifiably inform the subscriber about the minimum amount of all costs to be incurred by the subscriber agreement during the full term of the subscriber agreement concluded for a specific term, providing a breakdown by service or service component, as well as an aggregate amount. Costs shall include in particular the registration fee, the monthly or periodic fee of the plan in respect of the subscriber agreement, and as part of a civil law relationship relating to electronic communications equipment associated with the subscriber agreement, the price of terminal equipment or other assets in the case of the sale of terminal equipment or other assets, the first and additional instalments, interest and other charges in the case of hire purchase, the rental fee in the case of rental, and the usage charge in the case

of other conveyance. Failure to supply such information shall void any provision of the subscriber agreement that imposes a penalty on the subscriber on grounds of the subscriber agreement being concluded for a definite term.

(2) In the case of written subscriber agreements concluded for a definite period between distant parties, in the notification under Subsection 6(3) the service provider shall also notify the subscriber about the expiry date of the definite term.

(3) With subscriber agreements concluded for a definite term, the service provider shall grant the subscriber's request for disabling the service for up to 6 months; however, in such cases the period of disabled service shall be added to the duration of the subscriber agreement.

(4) The service provider shall not make any unilateral amendments to a subscriber agreement concluded for a definite term in terms of standard tariffs (regular fees including in particular subscription fees and traffic-based fees), the duration of the subscriber agreement, the legal consequences of its termination or the target values of service quality requirements, except where such amendments are required under [Subsection 132\(2\), Points b\) or e\) of the Electronic Communications Act](#). In other respects, unilateral amendments to subscriber agreements concluded for a definite term may be made according to [Section 132 of the Electronic Communications Act](#).

(5) Implied amendments shall not be made to subscriber agreements concluded for a definite term.

Section 28(1) The service provider shall notify the subscriber about the provisions of [Subsection 134\(14\) of the Electronic Communications Act](#) at least 30 but not more than 60 days before termination of the subscriber agreement concluded for a definite term.

(2) The legal consequence under [Subsection 134\(15\) of the Electronic Communications Act](#) may be imposed by the service provider from commencement of the service until expiry of the notice period.

(3) The legal consequence under [Subsection 134\(15\) of the Electronic Communications Act](#) shall not be applied by the service provider in cases where the subscriber agreement is cancelled by the subscriber on the following grounds:

a) the service provider has been unable to resolve a fault within 15 days following expiry of the deadline for correcting the fault,

b) in respect of the subscriber service, the subscriber had filed more than 10 fault reports in the 90 days preceding their cancellation, based on which the service provider had resolved faults attributable to it,

c) the service provider makes amendments to the subscriber agreement contrary to [Subsection 27\(4\)](#),

d) the service provider supplying broadcasting services makes amendments to the subscriber agreement contrary to [Subsection 132\(2a\) of the Electronic Communications Act](#),

e) the service provider fails to supply the service in accordance with the subscriber agreement for at least 30 days, giving grounds for the application of the provisions contained in [Section 24](#).

(4) Where a subscriber agreement concluded for a definite term is cancelled by the subscriber pursuant to [Subsection \(3\)](#), the subscriber agreement shall be terminated as of the day following the service provider's receipt of the cancellation notice.

Section 29(1) Implied amendments to subscriber agreements for prepaid top-up services concluded for a definite term may be made in accordance with [Subsection 12\(7\)](#).

(2) When a prepaid service is extended by means of a top-up, any amounts that have been paid by the subscriber but have not been used before the top-up shall be credited by the service provider to the balance associated with the new subscriber agreement. Upon termination of the agreement without any additional top-ups, the service provider shall settle the balance of the agreement at the subscriber's request if the latter is submitted within the limitation period under [Subsection 143\(2\) of the Electronic Communications Act](#). Any provision in the subscriber agreement requiring unused balances to be waived shall be null and void.

(3) In the case of prepaid top-up services, [Subsections 27\(1\)–\(3\) and \(5\)](#), and [Section 28](#) shall not be applicable.

16. Ensuring transparency on net neutrality, obligations imposed to restrict access to content that is harmful to minors

Section 30 (1) In order to ensure transparency on net neutrality, service providers supplying internet access services shall provide access to their internet services for subscribers and users in a transparent manner, in the quality specified in their general terms and conditions and specific subscriber agreements.

(2) Service providers supplying internet access services shall upload to their websites, make available and continuously update standard service description tables on each internet access service package and offer. The designation (title), format and detailed contents of standard service description tables, and definitions of terms relating to net neutrality are provided in Annex 1.

(3) Service providers supplying internet access services shall display the links on their websites to standard service description tables on their specific internet access service packages next to the relevant offers.

(4) Where a service provider supplying internet access services displays its internet access service packages in a summary table, it shall display a link to the standard service description table next to the summary table. The font size of the link to the standard service description table shall not be smaller than the font size used in the service provider's published commercial communication.

(5) In order to restrict access to content that is harmful to minors, service providers supplying internet access services shall display on their websites, in easily accessible locations (such as the main page, the sub-pages explaining specific internet access service packages, or the sub-page on child protection) information under [Subsection 149/A\(1\) of the Electronic Communications Act](#) about the availability and use of easy-to-install and easy-to-use software enabling the protection of minors and other services provided for equivalent purposes.

17. Rules for voicemail services

Section 31 (1) Where the called party uses a voicemail service, providers of fixed and mobile telephone services (collectively for the purposes of this Section: telephone service providers) shall ensure that if the calling party interrupts the call before it is redirected to voicemail, the service provider of the called party will not terminate the call. The telephone service providers shall not charge a fee for such calls.

(2) Before the call is redirected to voicemail, the telephone service provider shall play text or give a sound signal to warn the calling party that the call is being redirected. The period available for interrupting the call free of charge shall be as provided for in the telephone service provider's general terms and conditions, but not less than 5 seconds.

(3) The telephone service provider may terminate the call to voicemail where the called party uses a voicemail service and the calling party does not interrupt the call within the time available for interruption.

18. Subscribers' register

Section 32 (1) At least once a year, each telephone service provider providing subscriber access shall prepare a register including all subscribers using its telephone services that consented to being included in that register. The telephone service provider shall make the register publicly available electronically at least on the internet.

(2) In the event of any violation of the provisions contained in [Subsection 146\(1\) of the Electronic Communications Act](#), the Authority may be requested as part of dispute proceedings to specify objective, fair, non-discriminative and transparent conditions for telephone service providers preparing subscribers' registers in order to ensure that the data in such registers are made available.

(3) The service provider shall allow every subscriber's name, residence (seat) and number, and as required, the use of the terminal equipment associated with the number (telephone or fax), to be included in the subscribers' register free of any additional charge. In addition to their names, individual subscribers may request indication of their occupations, levels of schooling and qualifications free of charge up to 24 characters.

(4) Telephone service providers providing subscriber access at fixed locations shall, on request, enable subscribers, free of charge for individual subscribers, to include at least one mobile telephone number in the subscribers' register.

(5) For subscribers not qualifying as natural persons, the subscribers' register shall include the name and at least one number for subscribers consenting to inclusion in the subscribers' register.

(6) The service provider shall update the internet version of the subscribers' register on a continuous basis, and the versions made available on electronic media or in printed form at least annually.

19. Final provisions

Section 33 (1) This Decree, except for the provisions referred to in Subsection (2), shall enter into force on 1 August 2015.

(2) Sections 4, 5–7, 10, 11, and 27–29 shall enter into force on 1 November 2015.

(3) ¹

(4) Providers of electronic communications services shall review and amend their general terms and conditions and subscriber agreements in accordance with the provisions under Subsection (1) by 31 August 2015. Service providers shall apply the provisions under Subsection (1) following the amendments but as of 1 September 2015 the latest.

(5) Providers of electronic communications services shall review and amend their general terms and conditions and subscriber agreements in accordance with the provisions under Subsection (2) by 30 November 2015. Service providers shall apply the provisions under Subsection (2) following the amendments but as of 1 December 2015 the latest.

(6) In respect of their parts subject to amendments under this Decree, the specific subscriber agreements and general terms and conditions in effect shall be amended by force of legislation, and providers of electronic communications services shall be under no obligation to send specific notification to subscribers.

(7) Service providers shall be subject to the obligation of retention under Subsection 3(3) of this Decree in respect of general terms and conditions issued or amended following 1 November 2011.

Section 34 This Decree ensures compliance with

a) [Directive 2002/21/EC of the European Parliament and of the Council](#) of 7 March 2002 on a common regulatory framework for electronic communications networks and services (Framework Directive),

b) [Directive 2002/22/EC of the European Parliament and of the Council](#) of 7 March 2002 on universal service and users' rights relating to electronic communications networks and services (Universal Service Directive),

c) [Directive 2009/136/EC of the European Parliament and of the Council](#) of 25 November 2009 amending [Directive 2002/22/EC](#) on universal service and users' rights relating to electronic communications networks and services, [Directive 2002/58/EC](#) concerning the processing of personal data and the protection of privacy in the electronic communications sector and [Regulation \(EC\) No 2006/2004](#) on cooperation between national authorities responsible for the enforcement of consumer protection laws, and

d) [Directive 2009/140/EC](#) of the European Parliament and of the Council of 25 November 2009 amending [Directives 2002/21/EC](#) on a common regulatory framework for electronic communications networks and services, [2002/19/EC](#) on access to, and interconnection of,

¹ Repealed pursuant to Section 12 of Act CXXX of 2010. Repealed as of 2 August 2015.

electronic communications networks and associated facilities, and [2002/20/EC](#) on the authorisation of electronic communications networks and services.

Annex 1 to NMHH Decree 2/2015 (III. 30.)

Standard internet access service description table

STANDARD INTERNET ACCESS SERVICE DESCRIPTION TABLE		
Name of plan		
Offered download speed (Mbit/s)		
Offered upload speed (Mbit/s)		
Guaranteed download speed (Mbit/s)		
Guaranteed download speed between the subscriber termination point and service providers available at the domestic data exchange center (Mbit/s)		
Guaranteed download speed between the subscriber termination point and international data exchange centers (Mbit/s)		
Guaranteed upload speed (Mbit/s)		
Guaranteed upload speed between the subscriber termination point and service providers available at the domestic data exchange center (Mbit/s)		
Guaranteed upload speed between the subscriber termination point and international data exchange centers (Mbit/s)		
Volume of data traffic included in the plan (downloads and uploads, GB)		
Excess traffic management		
Option to share between multiple personal devices (yes / no)		
Means of use (available, not available, conditionally available)	Conditions for the means of use below	Additional options and conditions
Web browsing		
VoIP		
Chat applications		
Social sites		
Peer-to-peer applications		
Video sharing applications		
Online TV		
Other		

Definition of terms relating to net neutrality

Term	Definition
Offered download speed	The upper theoretical limit of the data rate that is assigned to the service and is specified by the electronic communications service provider in its subscriber agreement, available for downloading at the subscriber termination point concerned during the supply of the internet access service. ¹
Offered upload speed	The upper theoretical limit of the data rate that is assigned to the service and is specified by the electronic communications service provider in its subscriber agreement, available for uploading at the subscriber termination point concerned during the supply of the internet access service. ²
Guaranteed download speed	The lowest data rate that is assigned to the internet access service and is specified in the subscriber agreement, undertaken by the electronic communications service provider to be made available for downloading at the subscriber termination point concerned. ³
Guaranteed upload speed	The lowest data rate that is assigned to the internet access service and is specified in the subscriber agreement, undertaken by the electronic communications service provider to be made available for uploading at the subscriber termination point concerned. ⁴
Volume of data traffic included in the plan	The volume of data measured at the subscriber termination point concerned during the supply of the internet access service as included in the monthly fee specified by the electronic communications service provider in its subscriber agreement, equivalent to either the sum of the data volumes downloaded and uploaded, or only to the volume of data downloaded.
Excess traffic management	Action taken in the event of reaching the volume of traffic specified by the electronic communications service provider in the subscriber agreement.
Option to share between multiple personal devices	Whether support is provided for sharing the internet access service between multiple items of terminal equipment at the subscriber termination point concerned during the supply of the internet access service, in the manner specified by the electronic communications service provider in its subscriber agreement (yes/no).
Means of use VoIP Chat applications Social sites Peer-to-peer applications Video applications Other	The type of traffic specified in the subscriber agreement by the electronic communications service provider, which may be subject to a condition. Possible options to specify the condition for the means of use: - available - not available - conditionally available.

¹ Pursuant to Subsection 2(1), Point 12 of NMHH Decree 13/2011 (XII.27.) on requirements for electronic communications service quality relating to the protection of subscribers and users, and on the authenticity of billing (hereinafter: Decree)

² Pursuant to Subsection 2(1), Point 12 of the Decree.

³ Pursuant to Subsection 2(1), Point 6 of the Decree.

⁴ Pursuant to Subsection 2(1), Point 6 of the Decree.

TABLE OF CONTENTS

NMHH Decree 2/2015. (III. 30.) on the Detailed Rules of Electronic Communications Subscriber Agreements	1
1. Scope	1
2. Terms and definitions	1
3. General rules.....	1
4. Specific rules for agreements with business subscribers	2
5. Formation of the subscriber agreement	3
6. Contents of the general terms and conditions.....	5
7. Contents of specific subscriber agreements	8
8. Amendments to the subscriber agreement	9
9. Termination of the subscriber agreement	12
10. Disabled service	12
11. Restriction and suspension of the service.....	13
12. Fee calculations, itemised billing reports	13
13. Liability for the performance of the subscriber agreement.....	14
14. Notification of subscribers.....	16
15. Specific rules for subscriber agreements concluded for a definite term.....	16
16. Ensuring transparency on net neutrality, obligations imposed to restrict access to content that is harmful to minors	18
17. Rules for voicemail services	18
18. Subscribers' register	18
19. Final provisions	19
Annex 1 to NMHH Decree 2/2015 (III. 30.)	20
Standard internet access service description table	20
Definition of terms relating to net neutrality	21