

PROMECOM Co. Ltd.  
1037 Budapest, Kunigunda str. 60.

**GENERAL TERMS AND CONDITIONS  
For mobile health data transmission  
SERVICES OF MEDISTANCE**

Valid from: 27th November, 2017, until the next modification.

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**GENERAL TERMS AND CONDITIONS OF MEDISTANCE SERVICES**

**1. NAME, ADDRESS AND DATA OF THE SERVICE PROVIDER**

Name of the company:	PROMECOM Co. Ltd.
Company registration number:	01-09-161525
Tax number:	12149425-2-41
EU tax number:	HU-12149425
Company seat:	1037 Budapest, Kunigunda str. 60. Hungary
Bank:	OTP Bank Plc.
Account number (HUF):	11703006-20465243

The purpose of the General Terms and Conditions (hereinafter GTC) is to give detailed determination of legal relation between PROMECOM Co. Ltd. , as the Service Provider and the Client in the tender phase, as well as the contractual legal relation of the Client. The GTC are valid from the date of issue for an unlimited period of time.

**2 CONTACTS OF THE CUSTOMER SERVICE**

E-mail:	<a href="mailto:help@medistance.com">help@medistance.com</a>
Contacts of the CUSTOMER SERVICE	1037 Budapest, Kunigunda str 60. Hungary
Opening hours of the CUSTOMER SERVICE:	Monday - Thursday 8.30 - 16.30, Friday 8.30 -16.00
Website/Application:	<a href="http://www.medistance.eu">www.medistance.eu</a>
Postal address:	1037 Budapest, Kunigunda str 60.

**3. IDENTIFICATION OF THE SUBSCRIBER'S SERVICES PROVIDED BY PROMECOM CO. LTD. AND DEFINITIONS**

**3.1. Determination, purpose, general characteristics and short description of the services**

MEDISTANCE service (hereinafter referred to as the Service) provides the possibility for individual subscribers for safe, electronic collection and processing of fundamental health data (e.g. blood pressure, pulse, blood sugar data) without medical qualification.

The basis of the Service is a complex electronic data collection system, in which the sensors collecting the Subscriber's data transmit the measured values into a central data base by means of a device connected to a mobile telecommunication network. The data can only be accessed by the Subscriber through a web page, or mobile application with personal ID code, and password.

Detailed description of the individual types of services constitutes enclosure No.1. of the present GTC. PROMECOM Co. Ltd. reserves the right for making service packages from the service units within the certain types of services. The description and tariffs of the service packages are available at the CUSTOMER SERVICE OF PROMECOM Co. Ltd. ; the Subscribers will be informed of any change in these conditions 15 days before coming into force.

PROMECOM Co. Ltd. reserves the right to change the devices and web surfaces related to the Service, as well as for adding new services and functions to it.

**3.2. Definitions**

**Service provider:** The company specified in point 1 of GTC.

**User:** The natural person, who makes use of the Service for managing his health data

**Operator or Doctor:** The natural person(s) who are allowed to see and manage the data of the User, on behalf of the User (e.g. doctor, pharmacist)

**Subscriber:** The natural or legal entity, who concluded the contract.

**Invoice payer:** The natural or legal entity, who undertakes payment on the basis of the Service contract.

**Network provider:** The mobile or fixed-line operator whose network serves for sending and receiving of the data and who ensures SIM cards for the service.

**Service:** Health data transmission service providing for sending the data measured by the User to the server of the Service Provider and making them accessible for natural or legal entities determined by the User. Description of the types of Services is included in Enclosure No. 1. of the present GTC.

**HUB:** mobile data transmission device (the exact types for use are always accessible from Website/Application [www.medistance.eu](http://www.medistance.eu), or mobile device with active Medistance application.

**Sensor:** medical measuring devices (the exact types for use are always accessible from Website/Application [www.medistance.eu](http://www.medistance.eu)

**PIN:** is the code for activating the Service, it is in the possession of the HUB owner who is responsible for keeping it in safe place.

**Activation of the service:** the process by which the User can start using of the service (GSM, SIM card, access to WebApp surface).

**WebApp:** Medistance web-based application by which the Users and the Operators can look at the measured data, they can enter the manual measurements and give or modify their personal data.

**Fleet partner:** The legal entity providing the health service, having Operators or Doctors in its own staff.

**Hub owner:** It can be the User, the Subscriber or the Invoice payer.

**4. PROCEDURE OF CONCLUDING THE SUBSCRIBER'S CONTRACTS, THE WAY AND CONDITIONS OF USING THE SERVICES, POSSIBLE TIME AND GEOGRAPHICAL LIMITS OF USING OF THE SERVICES**

The applicant, who wishes to use the service, has to conclude contract with PROMECOM Co. Ltd. , which contract defines the rights and obligations of the parties, as well as the selected service and its fee. The contract of using the service of MEDISTANCE is composed of the individual subscriber's contract and the general terms and conditions. The individual subscriber's contract includes the data of the Subscriber as well as the indication and description of the used service package.

**4.1. Formal and procedural rules of concluding the subscriber's contract**

The applicant indicates the intention - solely by electronic way - of using the service (by filling out of the on-line datasheet) and the PROMECOM Co. Ltd. gives information for the applicant as to the conditions of using the services. PROMECOM Co. Ltd. , the Subscriber, or the applicant (hereinafter referred to as the Parties) conclude the contract electronically/or on paper.

**4.1.1. Electronic contract conclusion as conclusion of the contract by implied behaviour:**

The Subscriber performs electronic conclusion of the contract - at the sales point, with the help of PROMECOM Co. Ltd. 's contractual party - through a registration site, by sending a copy of the individual subscriber's contract - electronically approved by the Subscriber - to the contract management data base (being a closed online contract management system) of PROMECOM Co. Ltd.

After arrival of the contract PROMECOM Co. Ltd. will confirm it within 48 hours by e-mail, thus the establishment of the service provider's legal relation is proven ("confirmation"). The contract comes into force at the date of placing it at the Subscriber's disposal (on the day when PROMECOM Co. Ltd. sends it).

PROMECOM Co. Ltd. is obliged to put at the Subscriber's disposal the individual subscriber's contract and the general terms and conditions at the same time with the contract conclusion through the Subscriber's Website/Application.

On-line conclusion of the contract makes it possible for the User to initiate

conclusion of the subscriber's contract by filling out the on-line registration sheet through Website/Application <http://www.medistance.com>. The Subscriber can give his offer by approval of the contents of the individual subscriber's contract and the valid GTC, as well as by giving the data needed for ordering of the Service. Filling out and sending of the on-line form is to be considered as a bid, according to the civil right, and the Subscriber is fixed to the offer. By filling out and sending the on-line form the Subscriber accepts - at the same time - the stipulations of the GTC.

The Service provider reserves the right to reject the offer for contract conclusion, in case the Subscriber gives insufficient or faulty data at the time of registration. The contract concluded on-line is not considered as a written contract; the individual subscriber's contract is not filed by PROMECOM Co. Ltd. and it is not accessible as an independent document later on.

In case the data given by the Subscriber have been evidently recorded inaccurately or incompletely, PROMECOM Co. Ltd. may ask for completion. PROMECOM Co. Ltd. will not examine the data given by the Subscriber after filling out and sending of the on-line registration sheet; it is exclusively the Subscriber, who is responsible for the correctness and real content of the data.

In case of on-line contracting the subscriber's contract will be established and put into force by making it available (activation) and setting of the appropriate technical adjustments by PROMECOM Co. Ltd.

Possible rejection of the contracting offer of the User is announced by PROMECOM CO. LTD. though contacts (phone, fax, letter, e-mail) given by the User.

The Service provider will provide the Services after 24 hours from confirmed successful registration of the Subscriber, submitted by the on-line registration data

sheet.

The Subscriber acknowledges that the Service provider will not undertake any responsibility for loosing of the content of the on-line order sheet after sending it (non-arrival of the sheet) because of the technical solutions used by the Subscribers (e.g. internet browsers) and specificities of the internet network.

#### **4.2. TECHNICAL CONDITION OF USING THE SERVICE, GEOGRAPHICAL, TIME AND POSSIBLE OTHER LIMITS**

##### **4.2.1. General conditions of using of the services**

PROMECOM Co. Ltd. provides the service in the area of European Union, and the countries detailed on [www.medistance.com](http://www.medistance.com) homepage.

The objective condition of using the service is that the Subscriber must have the appropriate access to internet and the end device suitable for visiting the internet site, as well as a HUB, or mobile device with active Medistance application, and sensors accessible on the market, and capable of cooperating with the Service (hereinafter referred to as the "Devices")

The mobile cellular data transmission subscription in case of HUB device, needed for using of the Service, is granted for the Subscriber by the Service provider. The mobile cellular data transmission subscription, in case mobile device using active Medistance application, is covered by the Subscriber.

Flowing of the data traffic transmitted by the Subscriber in the network of PROMECOM CO. LTD. and its path is not included in the authority of the Subscriber.

Utilization or use of the service may be transferred by the Subscriber for third person at his own responsibility.

The Subscriber is not entitled to transfer his rights, whole or in part, related to the conclusion of the subscriber's contract to third party.

The Subscriber has full responsibility for using any service accessibly by his own password.

The personal data are in direct relation with the user name and the password given by the Subscriber, and they are only accessible with the correct user name and password belonging to this profile.

The Subscriber has full responsibility in respect of keeping his password in secret. PROMECOM Co. Ltd. is obliged to keep the password of the Subscriber secret. PROMECOM Co. Ltd. will give the password of the subscriber only for the subscriber, after identification of the Subscriber as per point 7. and every data is managed as per the Privacy Policy.

##### **4.2.2. Other limits of using of the services**

4.2.2.1. The special conditions and limits of access to the service, in compliance with the types of services, are included in the descriptions of the individual types of services (Enclosure No. 1.)

4.2.2.2. PROMECOM Co. Ltd. concludes subscriber's contract with non-registered legal entity in the area of the European Union, or foreign natural person who does not have residence permit in the area of the European Union only in case of joint will of the parties.

4.2.2.3. PROMECOM Co. Ltd. does not conclude subscriber's contract with natural person under 18 years.

#### **5. RESPONSE TIME OF THE INSTALLATION OF SUBSCRIBER'S ACCESS AND AVAILABILITY OF THE SERVICE, RECKONED FROM THE TIME OF CLAIM SUBMISSION. MEASURES IN CASE OF TECHNICAL OBSTACLES OF THE ESTABLISHMENT**

PROMECOM Co. Ltd. makes use of the Service available - with the exception of the cases given in the annexes, and lacking other agreement between the parties - within maximum 48 hours reckoned from successful electronic registration confirmed by the Service provider, but within the shortest possible period of time. Should PROMECOM Co. Ltd. fail to perform activation of the Service within 48 hours from successful electronic registration and confirmed by it - - due to technical reasons, or because the order is not suitable for establishing legal effect, then PROMECOM Co. Ltd. will give notice of this fact within 48 hours of the electronic registration.

#### **6. QUALITY TARGETS OF THE SERVICES, INTERPRETATION OF THE TARGETS AND THE METHOD OF MEASURING THEIR FULFILMENT**

PROMECOM Co. Ltd. grants availability of the service for the Subscriber in compliance with enclosure No. 1. describing the types of the individual services. Availability refers only to a full calendar month, not for an incomplete month.

Calculation of the availability target value is performed by types of the service, based on the statistics of PROMECOM Co. Ltd. The basis of calculation of the faulty fulfilment is the time elapsed from reporting and preventing of the errors (in case of faults occurring in the field of interest of PROMECOM Co. Ltd. ). The accepts the application, it will fulfil the request possibly within 1 day or maximum 3 days, reckoned from submission of the application, in compliance with the stipulations required for the obligations of User identification. The first day of the

number of the total faulty hours is equal to the total faulty hours based on the records of error reports.

Availability of a given service is the percent of the total faulty hours relative to the total subscription.

When calculating availability the periods of service outages should not be considered:

- if they occurred due to reasons of the Subscriber,
- force major (as per point 13.1. of the present GTC),
- other unpreventable external cause beyond the sphere of interest of PROMECOM Co. Ltd. (in particular: weather conditions, accident, fire, serious disturbance of power supply, abuse, theft), or
- the period of pausing, if it was at the request of the Subscriber,
- the time of limiting the service due to subscriber's violation of the contract.

#### **7. THE LIST OF SUBSCRIBER'S DATA REQUIRED FOR CONTRACTING, ESTABLISHMENT OF THE LEGAL RELATION WITH THE SUBSCRIBER AND THE SHORTEST CONTRACTUAL PERIOD**

Natural person (private person) who is over 18 years, or legal entity are entitled to conclude subscriber's contract for the Service. A third person can undertake payment of the service fee, by means of a cost bearing statement with preliminary consent from the Service provider. In this case the Subscriber and the cost bearer are jointly and severally liable for paying the service fee.

Precondition of contracting is that the Subscriber put the data needed for identification of the person of the Subscriber at the disposal of PROMECOM Co. Ltd. These data are the following in case of a natural person: name, (birth name), address, invoicing address, ID card number, e-mail address, mobile phone number. In case of a person with limited legal capacity the above data of the legal representative are also needed.

These data in case of a legal entity: company name, address of the company seat, company registration number, tax number, invoicing address, name, e-mail address and phone number of the representative.

PROMECOM Co. Ltd. reserves the right for checking reality of the given data, even by written request. In case the Subscriber gives the data needed for contracting incomplete, or false, or does not give the statement of the quality of individual subscriber, then it is considered by PROMECOM Co. Ltd. as termination of the contract. In this case the validity of the subscriber's contract will cease and the Subscriber will be informed of this fact in the same way as about contracting, if possible.

The day of establishment of the subscriber's legal relation: see point 5.

##### **7.1. The shortest contractual period and duration of the contract**

The contract is concluded for an indefinite period of time. With common will of PROMECOM Co. Ltd. and the Subscriber also a contract with definite period of time can be concluded, and the period may be different for the certain services. The contract for a definite period of time will become automatically a contract for indefinite period of time, as per the conditions of the contract, in case the Subscriber does not submit a written statement for termination of the contractual relation before termination of the definite period of time.

The shortest contractual period in case of a contract for definite period of time: is 12 months in case of individual subscribers; in case of other subscribers it is according to the individual agreement.

The individual agreement may allow for differences.

#### **8. CERTAIN CASES OF MODIFICATION OF THE SUBSCRIBER'S CONTRACT AND THE CONDITIONS OF MODIFICATION, THE RIGHT OF PROMECOM CO. LTD. FOR UNILATERAL MODIFICATION OF THE CONTRACT, RIGHTS OF THE SUBSCRIBER IN CASE OF UNILATERAL CONTRACT MODIFICATION BY PROMECOM CO. LTD. , THE WAY OF GIVING INFORMATION FOR THE SUBSCRIBER IN CASE OF UNILATERAL CONTRACT MODIFICATION, THE CASES OF MODIFICATION OF THE CONTRACT WITH PAYMENT, THE MEASURE OF PAYABLE FEE, THE DEADLINE OF FULFILLING MOVING AND TRANSFERRING**

##### **8.1 Unilateral modification of the contract**

Usually the contract can be modified with joint will of the parties. Contract modification has to be performed according to the general rules of contracting with the condition that in case PROMECOM Co. Ltd.

calendar month following fulfilment of the relevant claim will be the date of starting the modified obligation for fee payment.

PROMECOM Co. Ltd. is entitled to unilaterally modify the GTC once in every quarter, in case it is required by the Users' demands arrived for quality improvement of the service, but the modification must not result in essential changes of the contractual conditions. PROMECOM Co. Ltd. is also entitled to unilaterally modify the GTC, if it is justified by change in legislation or authority decisions; or essential changes in the circumstances.

Modifications concerning the conditions of using of the service (point 4) or quality targets (point 6) are considered essential modifications.

Then PROMECOM Co. Ltd. is obliged to publish changes of GTC 15 days before coming into force of the modification at the CUSTOMER SERVICE and Website/Application [www.medistance.eu](http://www.medistance.eu), and to inform the subscriber about this, together with the conditions of possible termination by the subscribers. In this case the Subscriber is entitled to terminate the contract with prompt effect within 8 days from the notice of modification, and the consequences relevant to normal cancellation of the subscriber's contract will be valid.

In case the unilateral modification includes unfavourable stipulations for the Subscriber, the Subscriber is entitled to cancel the subscriber's contract within 15 days from the notice, without any legal consequence. However the Subscriber must not cancel the subscriber's contract in this case, he undertook the obligation of using the service during the definite period of time and concluded the contract with consideration to the discounts coming from this and the modification does not concern the discounts given. In case the modification concerns the received discounts and the Subscriber cancels the subscriber's contract PROMECOM Co. Ltd. must not claim the amount of the discount from the subscriber for the period following cancellation of the contract. PROMECOM Co. Ltd. is not obliged to apply the notice period included in the present point in case of modification of the general terms and conditions, if the modification of the conditions of the general terms and conditions becomes necessary due to the introduction of a new service, and the modification does not refer to the general terms and conditions of the services already provided, or the modification results in the reduction of some subscriber's fee.

The service fees can be modified from 1st January, each year with respect to the measure of consumer price index of the previous year, determined by the Central Office of Statistics and PROMECOM Co. Ltd. is entitled to unilaterally modify the service fee at the beginning of the year or in course of the year, in case it is justified by the conditions influencing its economic activity and services. These can be, in particular, the following:

- increase in the costs of operation,
- technical modernization of the network and of the technical devices,
- increase in the level of the service,
- modification in legal rules.

PROMECOM CO. LTD. is obliged to give notice for the subscriber in case of fee modification 30 days prior to coming into force and the change must be publish at the CUSTOMER SERVICE.

#### 8.2. Bilateral contract modification

In any other cases PROMECOM CO. LTD. is entitled to initiate bilateral contract modification, in this case failing to have subscriber's statement - as implied conduct - is considered as approval, with the exemption of cases determined by separate legal rules. In case of dispute PROMECOM Co. Ltd. must prove that the subscriber was informed of the modification in time and in a way specified by the law.

#### 8.3. Changes in the data of the Subscriber

The Subscriber is obliged to inform PROMECOM Co. Ltd. - on the registration surface or in writing, - of changes in his data, in the person of the representative, in the legal status or management within 8 days from the change. The Subscriber is obliged to inform PROMECOM Co. Ltd. in writing of liquidation and bankruptcy proceedings initiated against it within 8 days from starting of the procedure. PROMECOM Co. Ltd. does not take responsibility for damages coming from failing to report the changes of the above subscriber's data, but may claim

compensation from the Subscriber for its relevant damages.

#### 8.4. Transfer

PROMECOM Co. Ltd. can modify the subscriber's contract in compliance with the GTC in case there is some change in the person of the Subscriber (e.g. leaving the Fleet partner and contracting as a Subscriber) due to inheritance or succession and using of the service does not change. In case of transfer the Subscriber is not obliged to pay the entry fee. The sum payable in case of transfer is included in enclosure No. 2. of the GTC. The deadline for fulfilling transfer is 15 days from the application. Failing to keep this deadline PROMECOM Co. Ltd. can be obliged to pay 1 % of the transfer fee as a penalty, for each day in delay, which amount has to be credited in the next invoice issued after determining that the penalty is legitimate. This point should not be applied in case the subscriber of the successor had fee debt at the time of transferring.

#### 8.5. User's statuses

The individual statuses determine how the User can access and use the individual elements of the total service infrastructure. The details are included in enclosure 7.

#### 8.6. Changing of the PIN code

Just the owner of the HUB can apply for changing of the PIN code. Changing of the PIN code will only be carried out when PROMECOM Co. Ltd. could credibly identify the HUB owner.

#### 8.7. WebApp e-mail or password code modification

Only the person connected to the e-mail address is entitled to submit application to PROMECOM Co. Ltd. requesting for e-mail address or password. Changing of the e-mail or password will only be carried out when PROMECOM Co. Ltd. could credibly identify the identity of the authorized person.

### 9. CASES OF PAUSING OF THE SERVICE, CASES OF PAUSING PAYABLE SERVICES AND THE MEASURE OF THE PAYABLE FEE, THE SERVICE CANNOT BE PAUSED DUE TO A REASON BELONGING TO THE SUBSCRIBER'S INTEREST.

#### 9.1. Pausing of the service due to reasons in the sphere of interest of PROMECOM Co. Ltd. .

*Regular maintenance:* In case the subscriber's service is suspended with 15 prior notification of the Subscriber, due to network development, system reconstruction, replacement or maintenance lacking other technical solutions - it must not exceed 1 day per occasion and calendar months. Duration of this suspension is not included in the period of availability.

Maintenance activities aiming at keeping of our technical devices and softwares in operable condition, ensuring - as a result of maintenance - continuous quality targets - are called regular maintenance. Regular maintenance ensures periodical increase in continuously reducing operating safety, due to operation, thus slowing down the process of wearing and tearing of the technical devices. Regular maintenance includes the activities requiring maintenance activities for the purpose of preventing defects of the devices serving for provision of the service. (e.g. extension of the storing capacity, function expansion and modification of the software etc.)

Regular maintenance works can be performed between 24-06 hours as per GMT+1; maintenance over this period of time is only possible by notifying the Subscriber 8 days before.

In case of pausing due to reasons belonging to the sphere of interest of PROMECOM Co. Ltd. - not including here regular maintenance determined in the general terms and conditions - or pausing is beyond the interest of both parties, the Subscriber is not obliged to pay the fee for the period of pausing.

### 10. THE CASES AND CONDITIONS OF LIMITING SUBSCRIBER'S SERVICES, IN PARTICULAR OF DATA TRANSMISSION INITIATED BY THE SUBSCRIBER, AND OF REDUCTION OF QUALITY OR OTHER CHARACTERISTICS OF THE SERVICE

PROMECOM Co. Ltd. can limit or reduce availability or accessibility and other characteristics of the subscriber's service

with preliminary or simultaneous notification of the Subscriber: In case the Subscriber has fee debt of at least 13 days - indicated in the warning for fee debt - and the Subscriber did not give financial security for paying possible fee debts. In case the Subscriber pays the debt and announces his claim for reconnection towards PROMECOM CO. LTD. , then PROMECOM CO. LTD. is obliged to immediately stop limitation of the service or reduction of quality of other characteristics of the service.

In case the Subscriber does not put at disposal real invoicing data and correspondence data after 90 trial period, granted by the basic service package, then PROMECOM Co. Ltd. is entitled to immediately suspend or limit the service without preliminary notice.

In case the Subscriber prevents or endangers normal operation of the network of PROMECOM CO. LTD. , especially, if:

a. The subscriber connected to the subscriber's access not with the suitable software.

b. The Subscriber send spams by using the service provided for him.

Electronic messages including commercial or other information and which were not asked especially by the addressees, or a big number of e-mails of the almost same content, which were not definitely asked by the addressees, are to be considered spams. PROMECOM Co. Ltd. may reject receiving or transmitting such commercial spams or mass e-mails by means of software and/or hardware solutions in order to protect its systems.

c. The Subscriber sends such electronic letter by using the service provided for him

- whose sender's e-mail address is intentionally given false or is masked.
- includes virus-infected attached file,
- which includes such an executable file as an attachment which exerts activity contrary to the interest of the addressee(s), or PROMECOM Co. Ltd. , and this activity can be carried out against good faith will of the addressee.
- whose content is insulting in respect of the social values and human dignity. These are e.g. e-mails with misleading, obscene, sexual, and violent content, e-mails abetting for illegal acts, or fomenting for religious or political conflicts.

d. The Subscriber attempts or carries out unauthorized data acquisition, data transmission or entering other computer systems by using the service provided for him, in particular if:

- unauthorized viewing, acquisition or relevant attempt of non-public or secret data and files on the personal computer of internet users or on their servers or used during browsing on the internet
- unauthorized changing or relevant attempt of data and files stored on PC-s or servers of the internet users,
- unauthorized loading of or attempt of loading of data and files on the PC.s or server of the internet users, - without consent - which would be compromising for the subscriber or unfavourably affect the operation of the computer,
- unauthorized use of computers and resources of other's ownership for own purposes (e.g. proxy, e-mail servers, printers, network gateways and other connected hardware devices).

e. The Subscriber stores or transmits through PROMECOM Co. Ltd. 's server - using the service provided for him - which are

- illegally obtained or violate copyright, or
- are insulting social values and human dignity. These are e.g. misleading, obscene, sexual, and violent contents, e-mails abetting for illegal acts, or fomenting for religious or political conflicts,
- which are against the Constitution or valid laws and regulations,
- or misleading anyone in respect of the features of the product offered by the Subscriber, the content of the service or their prices.

In case publication is implemented by using the devices of PROMECOM Co. Ltd. , which - however - is not against the above rules, but results in important social resistance or significantly hurts the business interests of PROMECOM Co. Ltd. , then PROMECOM Co. Ltd. reserves the right for identifying the publisher and to initiate negotiations with him for cancellation of publishing. In case the Subscriber sells the subscriber's service for third party without the consent of PROMECOM Co. Ltd. , or uses it for network services as per the governmental decree about network services.

In case the Subscriber has more subscriptions and in respect of any of them breaches the stipulations of the present general terms and conditions or those of the individual subscriber's contract then PROMECOM Co. Ltd. is entitled to apply the above described sanctions simultaneously and immediately for each subscription of the Subscriber.

For re-availability of the service PROMECOM CO. LTD. may charge the fee as per enclosure 2.

## **11. THE CASES AND CONDITIONS OF TERMINATION OF THE SUBSCRIBER'S CONTRACT, THE DEADLINE OF PAYMENT OBLIGATIONS OF THE SUBSCRIBER WITHOUT PROMECOM COMPANY'S CANCELLATION.**

### **11.1. The rules of cancellation of the contract on behalf of the Subscriber**

The Subscriber is entitled to terminate the contract at any time without reasoning - in written form meeting the obligations specified for User identification - with 8 days notice and without legal consequences. The date of termination of the contract will be the 8th day from arrival of the written termination to PROMECOM Co. Ltd. at the latest. Termination is also possible at the online registration surface, with 1 day notice and immediate effect.

Termination of the contract by the Subscriber will not release the subscriber from the fulfilment of his fee payment obligations, referring to the validity of the subscriber's contract.

The Subscriber is entitled to terminate definite or indefinite contract with immediate effect in case of serious violation of the contract by PROMECOM Co. Ltd. ; in case PROMECOM Co. Ltd. does not remedy violation of the contract within 15 days, despite written warning of the Subscriber. In case of termination with immediate effect the contract terminates at the time of the date of termination.

### **11.2. The rules of cancellation of the contract on behalf of PROMECOM Co. Ltd.**

Period of notice of the subscriber's contract termination by PROMECOM Co. Ltd. is 60 days, with the exception of the conditions of point 10.

PROMECOM Co. Ltd. must send termination of the contract in writing, or by e-mail, except for the case when the Subscriber cannot be informed of the termination this way, because due to the specificities of the service PROMECOM Co. Ltd. is not aware of the data required for giving notice for the Subscriber this way. In this latter case PROMECOM Co. Ltd. can inform the Subscriber about termination of the contract in a different way.

In case the reason for termination is violation on behalf of the Subscriber, and the Subscriber stops contract violation within the period of notice and the Subscriber does not clearly ask for termination of the contract, then the subscriber's contract will not be terminated by termination of PROMECOM Co. Ltd. PROMECOM Co. Ltd. is obliged to immediately inform the Subscriber about this.

The notice of termination must include

- the reason for termination,
- the notice time,
- the date of expiry of the notice time;
- in case the reason for termination is violation on behalf of the Subscriber, then information shall be given to the Subscriber that stopping of contract violation will make termination on behalf of the PROMECOM Co. Ltd. void.

PROMECOM Co. Ltd. may terminate the subscriber's contract in case of contract breach by the Subscriber, with 8 days of notice and in accordance with the above conditions should the Subscriber prevent or endanger normal operation of the services of PROMECOM Co. Ltd. and the subscriber does not stop this violation within 1 day from getting warned of the legal consequences. Actions endangering normal operation of the services of PROMECOM Co. Ltd. , are, in particular, those depleting any of the cases determined in point 11.

PROMECOM Co. Ltd. may terminate the subscriber's contract with 8 days notice in case the Subscriber did not pay the due fee within 8 days of the first notification warning of the legal consequences, and not even -5 days later at the maximum - after arrival of the second notification. During the period of notice the Subscriber can access his data, but cannot modify them (frozen condition). PROMECOM Co. Ltd. is not entitled to terminate the contract, in case the Subscriber disputes the sum of the fee debt, and submitted application to other organization authorized for settling the legal dispute, provided that the Subscriber continuously pays the non-disputed and the due non-disputed other fees.

Should the Subscriber declare that he does not wish to use the service and wishes termination of the contract, but actually uses it to the contrary, he will not be relieved of paying the fee of actual use. Should the Subscriber fail to pay the service fee until the payment term, as per the issued invoice, PROMECOM Co. Ltd. is entitled to exclude the Subscriber from the service and terminate the contract with immediate effect.

The Subscriber's contract can be terminated by common will of the Parties, or it will terminate in case of termination of any of the Parties without successor or death of the individual Subscriber.

In case of termination of the Subscriber's contract PROMECOM Co. Ltd. will conclude a new subscriber's contract with the Subscriber only in case the Subscriber does not have any fee debt arising from using of the service, and if the termination of the earlier subscriber's contract was not caused by termination within 1 year and due to the Subscriber's fault. In case the Subscriber paid his debt with important delay and PROMECOM Co. Ltd. terminated the contract because of breaching fee payment obligations, then PROMECOM CO. LTD. is entitled to conclude the contract with the condition of payment maximum double of the previously accumulated amount as an advance payment by the Subscriber.

The Subscriber is to acknowledge that addresses and the relevant contents stored on the server of PROMECOM Co. Ltd. and used by the Subscriber will be cancelled by PROMECOM Co. Ltd. in case the Subscriber did not use it for more than 12 months, or in case there is no valid subscriber's contract for the service between the Subscriber and the PROMECOM Co. Ltd. .. The Subscriber must not claim for any compensation against PROMECOM Co. Ltd. with reference to the above.

Termination of the contract will not relieve the subscriber from the fulfilment of his fee payment obligations, referring to the validity of the subscriber's contract. In case of the Subscriber's overpayment PROMECOM CO. LTD. is obliged to fulfil repayment up to the value of overpayment at the written request of the Subscriber and to the bank account indicated in it. Overpayment below 10.000. - HUF will not be repaid, it will be compensated in the next invoice or in case of a request submitted by letter, and it will be fulfilled by bank transfer with 8 days.

Instead of termination of the contract the PROMECOM Co. Ltd. is entitled to ask for security or limit the sphere or use of the services in compliance with the present general terms and conditions. Should the Subscriber fail to stop the reason of limitation within 3 days, the limitation will not be an obstacle of termination, in case the other conditions of the termination exist.

## **12. CONTACT TO FAILURE REPORTING, FAULT PREVENTION TARGETS UNDERTAKEN AND THE COURSE OF RECORDING OF FAILURE REPORTS**

Failure report service of PROMECOM Co. Ltd. can be accessed the same way as the CUSTOMER SERVICE; the procedure in case of failure reporting and other calls is the same. The service of our CUSTOMER SERVICE is available for the user until the service fee is paid by the Subscriber in compliance with the present general terms and conditions.

PROMECOM Co. Ltd. excludes the following cases from the sphere of Faults and Responsibility and the related obligations:

Any kind or damage or loss arising from lack of business profits, interruption of the business activity, losing of confidential information, unusability of the whole or part of the hardware or software, personal injury or failing of fulfilment of any obligation (including obligations coming from negligence, good faith or rational thinking). The above stipulations remain valid even if PROMECOM Co. Ltd. or any of its supplier, associate company, or agent have been informed of the possibility of these damages, or any fault, dement (including negligence), direct or indirect responsibility for the product, or other reason emerges.

PROMECOM Co. Ltd. is obliged to operate a CUSTOMER SERVICE, where the Subscriber can directly report failure of the service.

The Subscriber can report the failure at the e-mail address of the CUSTOMER SERVICE, or at the web surface, too.

PROMECOM Co. Ltd. will begin fault identification immediately after the failure report.

The failure report has to include:

- the address of notice or other identification of the Subscriber, (e.g. HUB identifier, User ID),
- e-mail address or other identification of the Subscriber (e.g. phone number)
- description of the fault,
- the last time of experiencing the fault.

PROMECOM Co. Ltd. is obliged to record failure reports, the result of the failure identification procedure and the measures taken for fault prevention in a retracable way, by sound record or other electronic way, and to save it for at least one year, as per the rules for data management. PROMECOM Co. Ltd. has to confirm failure report for the Subscriber and it should be filed in addition to recording.

The file must include

- the address of notice or other identification of the Subscriber, (e.g. HUB identification, User ID),
- e-mail address or other identification of the Subscriber (e.g. phone number)
- description of the fault,
- the date and time of the failure report (year, month, day, hour),
- measures taken for identification of the fault, and their results,
- the reason of the fault,
- the way and date (year, month, day, hour) of fault prevention,
- the result (or lack of result and its reason)
- the way and date of notification of the Subscriber.

Based on the performed examination PROMECOM Co. Ltd. is obliged to immediately inform the Subscriber with suitable reasoning, that

- the fault could not be detected during the examination, or the fault was due to reasons belonging to the sphere of interest of the Subscriber;
- repairing of the fault has begun;
- repair of the fault cannot be undertaken within 72 hours, so the Subscriber will be given x percent of fee reduction.

### **12.1. Fault prevention targets**

PROMECOM Co. Ltd. is obliged to repair - within maximum 72 hours - the failure reported by the Subscriber and proved to be real as a result of the fault identification process.

Part of the damage - arisen from the fact that the Subscriber did not do his best for preventing or reducing the damage, as it could have been expected in the given situation - should not be compensated by PROMECOM Co. Ltd. ..

As a fulfilment of damage prevention and damage reduction obligation the Subscriber undertakes to immediately notify PROMECOM Co. Ltd. in case it is noticed that service of PROMECOM Co. Ltd. does not work or does not work satisfactorily, or invoicing of PROMECOM Co. Ltd. differs from the stipulations of the contract. PROMECOM Co. Ltd. does not bear responsibility for damages and/or costs arising from Subscriber's non-fulfilment or delayed fulfilment of the above obligations. Any event which is reported for the provider later than 16 days should be considered as delayed fulfilment of the obligation by the Subscriber.

PROMECOM Co. Ltd. does its almost for ensuring prevailing efficiency and continuity of the service. PROMECOM Co. Ltd. is not responsible - on the basis of the present contract - for damages arisen from defects or insufficiencies beyond its sphere of service interests. In particular e.g.

- Non-proper use of the HUB, disassembling of the cover of the device resulting in unsuccessful data transmission or other damage;
- Faults and damages coming from devices non-compatible with the Service;
- Fault of the Subscriber's internet connection (e.g. bad response time, low band width);
- Faults arising from the terminals of the Subscriber (e.g. defective router or firewall setting)
- Loosing of subscriber's eligibility or transferring it for unauthorized persons (loosing of access identifiers)
- Application of non appropriate software environment (e.g. lower version number of the browser than recommended, or lacking of the appropriate updates and plug-in).
- Unsuccessful data transmission initiated with a HUB from a territory outside the frontier of network coverage of the mobile data transmission service published and ensured by the mobile service provider.

In case the fault, or faulty operation of the service occurred due to faults in the competence of other service providers, (e.g. local communication provider or program distributor, and PROMECOM Co. Ltd. is aware of it, then PROMECOM Co. Ltd. undertakes to give notice of it, both for the service provider in question and the Subscriber



### **13. OPERATION OF THE CUSTOMER SERVICE, SETTLEMENT OF SUBSCRIBER'S REPORTS, COMPLAINTS (CLAIMS ON FEES, PENALTY AND COMPENSATION MATTERS)**

The Subscriber can make comments about the Service at the CUSTOMER SERVICE of PROMECOM Co. Ltd. Comments or claims of the Subscribers submitted in writing, orally or by e-mail in respect of the Service will be investigated by CUSTOMER SERVICE. PROMECOM Co. Ltd. will investigate the comment or claim, submitted in compliance with the obligations stipulated for User identification without 30 days from submission and will give information for the Subscriber in the same way, usually in writing, or by e-mail, together with the reasoning. In case of comment or claim arriving by phone PROMECOM Co. Ltd. will - depending on the nature of the comment or claim - respond in writing or by e-mail, even in case of rejecting it. PROMECOM Co. Ltd. will not accept claim on invoice over three months of the due date.

#### **13.1. Management of subscriber's reports and claims**

PROMECOM Co. Ltd. can manage the subscribers' claims and complaint on the merits, only after identification of the Subscriber by his User-ID and the relevant password. Lacking the User ID in case of oral comments PROMECOM Co. Ltd. will accept at least three correct answers concerning the data characteristic only for the Subscriber and given by him.

In case of written comments and complaints PROMECOM Co. Ltd. accepts as a proof - postal letters with the name and address as in the registration; in case of electronic request - only requests - with the exemption of termination - arriving from the individual e-mail address of the Subscriber.

#### **13.2. Other obligations**

The Subscriber acknowledges to refrain from insulting behaviour hurting public taste and human dignity during using the Service in the framework of the Subscriber's contract, and especially in case of contacting the CUSTOMER SERVICE determined in point 12. Should the Subscriber fail to meet this obligation, PROMECOM Co. Ltd. is entitled to warn him and ask for immediate stopping of this abnormal behaviour. Should the Subscriber fail to meet his obligation despite the warning, PROMECOM Co. Ltd. is entitled to pause the Service at the decision of its leading employee.

In case the Subscriber disputes the fee charged by PROMECOM Co. Ltd. , the company will immediately record the claim and investigate it within maximum thirty days. Failing this deadline PROMECOM Co. Ltd. is not entitled - until completing investigation of the notification to terminate the contract as per point 11.

In case the Subscriber submits to PROMECOM Co. Ltd. his notification before expiry of the fee payment deadline, then the payment term in respect of the fee concerned by the notification will be extended with the period of investigation of the fee complaint.

Should PROMECOM CO. LTD. accept the subscriber's notification, it will credit the fee difference and its interests from the due date of payment of the fee - in the next month' invoices in case of monthly payment - or within thirty days of examining the application in other cases, in one sum, or transfers it back to the Subscriber in one sum, to the bank account indicated by the Subscriber in writing or by e-mail. In case the subscriber has expired fee debt against PROMECOM Co. Ltd, then only the difference will be repaid. In case of crediting or repaying the difference, the interest due to the Subscriber will be equal to the interest due to the PROMECOM Co. Ltd. in case delayed payment by the Subscriber. PROMECOM CO. LTD. is not obliged to refund overpayment of less than gross € 32.

At the request of the Subscriber PROMECOM Co. Ltd. must put accessible for the Subscriber - until cancelling of the data - the statement of sales and invoicing data needed for calculation of the payable fee, free of charge, with consideration to the data management rules

With the exception of subscribers' services paid in advance, PROMECOM Co. Ltd. is obliged to indicate the fee payable by the Subscriber, detailed by services, and attached to the invoice issued.

#### **13.3. Force majeure**

None of the parties is responsible for his contractual obligations in cases when force major conditions, - beyond control of the parties - arise, which prevent fulfilment of the contract or using of the service. These conditions are particularly: acts of war, riot, sabotage, bombing, serious power supply outage, natural disaster, strikes, measures taken on the basis of home defence act, or police regulations.

#### **13.4. Taking of sound record**

PROMECOM Co. Ltd. reserves the right for taking sound record of the calls arriving to the phone numbers of the CUSTOMER SERVICE. The calling partner is always appropriately informed of sound recording. In case the caller does not give consent to sound recording, then the case would only be arranged electronically. PROMECOM Co. Ltd. - in case of having recorded of the call - is to put the sound record at the disposal of the caller, at request, within the storing time. PROMECOM Co. Ltd. stores the sound records for 1 year following the date of recording and then manages them as specified by the Privacy Policy.

### **14. GUARANTEE FOR THE DEVICES, REPAIR AND REPLACEMENT DEVICE IN CASE OF DEFECTS**

The conditions of guarantee and warranty for the devices sold by the PROMECOM Co. Ltd. needed for using the Service are included in the Guarantee contract or warrantee card, attached to the device.

### **15. RIGHTS OF THE SUBSCRIBER IN CASE OF FAULTY FULFILMENT OF THE SERVICE, THE MEASURE OF PENALTY DUE TO THE CLIENT, THE MEASURE OF FEE REDUCTION IN CASE OF TEMPORARY OR DURABLE IMPOSSIBILITY OF FAULT REPAIR, AND THE WAY OF SETTLEMENT OF DISPUTES ARISING FROM THE SUBSCRIBER'S SERVICES**

When the subscriber's service cannot be used because of a failure, then the measure of the penalty will be three times of the daily average of the fee paid by the Subscriber, - on the basis of the Subscriber's contract for the given service in the six months prior to reporting of the fault, calculated for each day in delay, (the average of the used services in case of service paid in advance), but it must not exceed the monthly fee paid in the last month.

In case of subscriber's legal relations shorter than 6 months the basis of projection will be the sum of one day average of the fee paid (used) during the full length of the subscriber's relationship. If, due to the failure the Subscriber can use the service in poorer quality then undertaken by PROMECOM Co. Ltd. , then half of the penalty determined in point 12.1. must be paid by PROMECOM Co. Ltd. .

PROMECOM Co. Ltd. will credit the penalty – in case of monthly or shorter fee payment obligation in the next invoice in one sum, and in case of termination of the subscriber's relation, it will be repaid within thirty days from judging the notification – to the bank account given by the Subscriber in writing or by e-mail, equalling to the sum of overpayment after crediting the penalty, if the sum of the penalty is more than € 32.

In case of fee payment obligation of more than one month PROMECOM Co. Ltd. is to credit the penalty for the Subscriber within thirty days from judging the notification in a correction invoice; and in case of termination of the contract it will be repaid for the Subscriber to the bank account or Hungarian address given in writing or by e-mail – at the Subscriber's request – within thirty days from judgement of the notification and equal to the sum of overpayment after crediting the penalty, should this sum be more than € 32. Questions not concerned by point 14.1. are regulated by points 12 and 13.

#### **15.1. The way of settlement of disputes related to the subscriber's service**

Should the Subscriber dispute PROMECOM Co. Ltd. 's resolution related to faulty fulfilment, he is also entitled to turn to the competent Consumer Protection Inspectorate. The Subscriber can enforce his claim - irrespective of the above - by the court, too. The Subscriber can enforce his claim against PROMECOM Co. Ltd. within the limitation period by the court. The limitation period is three months. The Parties accept exclusive competence of the competent court as per the seat of PROMECOM Co. Ltd. in case of possible disputes arising from the Subscriber's legal relation.

#### **16. EXCLUSION OF THE RESPONSIBILITY OF THE SERVICE SUPPLIER, THE RESPONSIBILITY OF THE SUBSCRIBER IN COURSE OF USING THE SERVICE, RESPONSIBILITY FOR THE SUBSCRIBER'S (SIM) CARD**

PROMECOM Co. Ltd. does not take responsibility for property and/or non-property damage claims arising from using and/or not using advice given during Servicing or at the internet sites (www.medistance.eu, or www.medistance.com), or Medistance Connect, or Connect Pro mobile applications, further on Website/Application/Application, operated by the Service provider. The Subscriber can use any information accessible at the Website/Application/Application only at his own responsibility. It is not the intention of the contents of the Website/Application/Application, of the sent information of related services accessible from here to replace medical practice or care advice. The Content of the Website/Application/Application and accessible information is made only for informational purposes and does not intend to replace or substitute the professional health and/or medical advice. In case the Subscriber needs special treatment and professional or medical advice due to his condition, he must consult the specialist. The Subscriber must not neglect the medical and health advice because of information accessible through the Website/Application/Application. The development of medical research can affect the health information published at the Website/Application/Application, but there is no guarantee that the Website/Application/Application includes the latest information and development, and it is especially true for certain special medical issues.

Using of the Website/Application/Application does not create doctor/patient relation in any way; it does not make the basis for confidential or exclusive relation which would involve any kind of obligations for the Service provider.

The tools of the Website/Application are informational auxiliaries and they have been made just for training and information purposes. The Service provider does not give medical advice or diagnosis. Medical, lifestyle, treatment or other decisions requiring medical service must not be made exclusively with these tools. The tools can be used together with the advice of the health service providers. The Subscriber must ask for advice concerning issues related to his health condition from trained, professional health service provider.

The Subscriber must not neglect the advice of his specialist and must not be delayed because of finding some solution at the Website/Application of the Service provider.

The Service accessible from the Website/Application depends on the credibility and preciseness of the data given by the Subscriber that is why each question should be given complete and whole answer. It is only the Subscriber, who is responsible in respect of the Service for the decisions and actions based on the information received from the Service provider.

Subscriber's (SIM) card given for the Subscriber by the Service provider is the exclusive property of the Service provider. The ownership of the Subscriber's (SIM) card must not be transferred; the Subscriber must not dispose over it, with the exception of his own use. The Subscriber can use the Subscriber's (SIM) card only in device corresponding to the valid regulations. The Service provider will give information about the valid regulations at the request of the Subscriber.

In case the Subscriber makes any intervention in the Subscriber' (SIM) card given for him and thus exerts influence on the quality of the Service, or causes damage to the Service provider any other way, the Service provider will consider this action as breaching of the Subscriber's contract and is entitled to terminate it by means of extraordinary termination and ask for compensation from the Subscriber. The Service provider does not take responsibility for damages which can be originated from connecting by the Subscriber of any additional tool to the device, without notifying the Service provider and approval of the action, which would deteriorate the quality of the Service or of the network. The Service provider is entitled in these cases claim for compensation from the Subscriber, in compliance with the rules of the civil right.

In case of defect, deterioration, of becoming incapable for normal and operable use of the Subscriber's card (SIM), due to reasons on behalf of the Subscriber, or in his sphere of interest, the Service provider is not obliged to repair or replace it. The Service Provider is entitled to enforce compensation claim against the Subscriber in these cases

#### **17. THE CONDITIONS OF USING THE SUBSCRIBER'S SERVICE AND DEVICE**

The detailed conditions of using of the services are included in service descriptions in enclosure No. 1. of the present GTC.

PROMECOM Co. Ltd. does not take any responsibility for damages caused - by the hardwares and softwares - in the computer and network devices of the Subscriber.

#### **18. DATA MANAGEMENT, DATA SECURITY**

The stipulations for data management and data security of PROMECOM Co. Ltd. are included in enclosure No. 4. - Privacy Policy.

#### **19. THE FEE OF SUBSCRIBER'S SERVICES, INCLUDING ONETIME FEES, REGULAR AND TRANSMISSION FEES, CHARGING PERIODS, DISCOUNTS AND UNPAYABLE SERVICES, THE CONDITIONS OF DISCOUNT REFUND IN CASE OF LOSING ELIGIBILITY, THE METHOD AND TIME OF PAYMENT AND INVOICING, THE RULES CONCERNING ADVANCE PAYMENT OF THE FEE AS PER THE SUBSCRIBER'S DEMAND**

The principles of charging and invoicing are included in enclosure 2 of the present GTC.

#### **20. CONTACTS OF THE SUPERVISORY ORGANIZATION**

For the purpose of settlement of the disputes related to the provision of subscriber's service, the Subscribers can turn to the Consumer Protection Organizations, authorities or the court.

Should the Subscriber dispute the resolution of the service provider concerning faulty fulfilment, then the organizations included in enclosure No. 2. may be contacted.

The procedure to be followed in case of rejected claim of the subscriber is included in act 155 of 1997, section (3) of § 38.

The Subscriber can enforce his claim - irrespective of the above - by the court, too.

#### **21. EXEMPTION**

The subscriber accepts to protect, remedy and exempt PROMECOM CO. LTD. , its associated companies, their managers, officers, employees and agents, from liability of losses to the maximum extent allowed by the legal rules, against any possible claim, legal way, legal procedure, each loss, liability, damage, cost and expenses (including the rational fee of the legal representative) arising from using of the service of PROMECOM Co. Ltd. by the Subscriber, or violation of the present conditions by the Subscriber.

#### **22. LIMITATION OF RESPONSIBILITY**

PROMECOM Co. Ltd. is not responsible - under no circumstances - for any consequential or indirect damage, loss of profit or income, data loss or losing the possibility of data use. PROMECOM Co. Ltd. limits its liability for services as per the present GTC to the 5 % of the paid service fee of the given month, in compliance with the contents of the law.

PROMECOM Co. Ltd. does not bear any responsibility for damages arising from actions, coming from connecting of the services provided by PROMECOM Co. Ltd. to other systems over the sphere of responsibility of PROMECOM Co. Ltd. Any damage caused by such connections shall be exclusively born by the Subscriber or the contracting party authorized by him.

#### **23. CONTACT TO GENERAL TERMS AND CONDITIONS**

PROMECOM Co. Ltd. can meet its obligation of Subscriber's notification by the following ways:

- Direct written notification (notification by letter); or
- by electronic mail; or
- other electronic ways of communication.

PROMECOM Co. Ltd. uses mainly the way of electronic notification from the above modes - in case written notification is not an expressed commitment as per the present GTC.

When using the direct written notification PROMECOM Co. Ltd. considers the notification delivered, in case it is returned to PROMECOM Co. Ltd. two subsequent cases with the reason of "not searched", or "unknown addressee".

PROMECOM Co. Ltd. is obliged to notify the Subscriber about modification of the General Terms and Conditions fifteen days before.

The notification as per the present point must include at least the following:

- exact reference to the modified stipulations of the general terms and conditions;
- short description of the key points of modification;
- the date of coming into force of the modification;
- available to the published general terms and conditions;
- in case PROMECOM Co. Ltd. modifies the subscribers fee, then the modified amount;
- the condition, change in legal rules or authority decisions and

- essential conditions justifying the modification
- The rights of the Subscriber in case of unilateral modification of the General Terms and Conditions

PROMECOM Co. Ltd. is obliged to publish the General Terms and Conditions, as well as their changes at the surface of MEDISTANCE CUSTOMER SERVICE.

PROMECOM Co. Ltd. is not obliged to apply the contents of the present point for those modifications of the GTC which are needed due to the introduction of new services and the modification does not concern GTC related to the already provided services.

## ENCLOSURE NO. I. - DESCRIPTION OF THE SERVICE

### Name of the Service:

MEDISTANCE Mobile Health Data Transmission

### Description of the type of service

PROMECOM Co. Ltd. ensures for the Subscriber access to the services of the determined number and scope in the MEDISTANCE service package.

The Medistance service package includes

- Mobile data transmission solution provided by the mobile communication service provider in case of use of Medistance HUB data transmission device, but not provided in case of use any other mobile device (mobile SIM card, subscription for mobile data service)
- Central data storage at protected data storing servers;
- Website/Application accessible through the Internet, (online application ensured by PROMECOM Co. Ltd. ) for adjustment and management of the measured health data
- Detailed instructions for use and general medical descriptions and recommendations for helping use
- Support.

The tools needed for using of the Service and which the Subscriber must have, those which have to be purchased from PROMECOM Co. Ltd. or its commercial partner against a separate fee:

- The mobile data transmission device (MEDISTANCE mobile data transmission device) shortly HUB) required for transmission of the measured data;
- The exact list of the compatible sensors needed for the measurements (e.g. OMRON M7 blood pressure meter, Multicare IN blood sugar meter) is published at the Website/Application of the Service provider [www.medistance.eu](http://www.medistance.eu), [www.medistance.com](http://www.medistance.com).

The technical content and functionality of the Service

- The Service package can serve a single Subscriber and One Subscriber's profile belongs to it;
- Measurable health data e.g. blood pressure and blood sugar values (the full list of data which can be collected by the Services is published by the Service provider at the Website/Application [www.medistance.eu](http://www.medistance.eu), [www.medistance.com](http://www.medistance.com).)
- Transmission of the measured data from the measuring units (sensors) connected to the HUB, or other mobile device is performed at the initiative of the Subscriber.
- The health data measured by the Subscribers and transmitted with the help of the HUB, or mobile device are stored at the central servers of PROMECOM CO. LTD. and it provides for their appropriate protection;
- Secure access to the stored data by the Subscribers is possible at the web -, or mobile surface;
- The Service provides for one-way communication for the transmission of the measured data;
- Each Subscriber can use the Service with the chosen tariff package;
- Informative system messages e-mail;

The Service does not create any medical diagnosis.

### MEDISTANCE HUB Mobile data transmission Unit

A part of the Service is the HUB, which has the task of transmitting the measurement results towards the central data base.

The Service supports only remote data loading by the HUB device, via Medistance application of PROMECOM Co. Ltd.

The device reads out the measured data from the connected measuring device at the initiative of the Subscriber and then transmits them through the mobile communication network to the central data base.

The MEDISTANCE service is capable of transmitting data only with the SIM card provided by the PROMECOM Co. Ltd. .

### Mobile data transmission

A part of the Service is data sending through the mobile communication network, which is taken by PROMECOM CO. LTD. from T-System Magyarország Kft., or Telenor Magyarország Kft, further on Hungarian local mobile telecommunication provider company, and it provides the service, in the form of mediated service for the Subscribers.

Access to the Hungarian local telecommunication provider network is the precondition of operation of the Service in Hungary, and access of the roaming

partner service network of Hungarian local telecommunication provider in other countries at the given places.

The Subscriber of the Service is not in direct contractual relation with the mobile service provider.

PROMECOM Co. Ltd. places at the Subscriber's disposal the Subscriber's card (SIM) serving for identification of the Subscriber, and it can only be used with the HUB devices ensured by PROMECOM Co. Ltd.

The Service Provider is to replace the Subscriber's card in case it is damaged or not suitable for use due to reasons outside the competence of the Subscriber. In case the Subscriber's (SIM) card is unlawfully stolen from the Subscriber, or the Subscriber loses it the Service Provider will switch off the network after immediate reporting of stealing or losing, against the password or on the basis of investigation of the applicant's eligibility.

### Internet web surface

A part of the MEDISTANCE service package is the web surface accessible through the internet, as well as via Medistance mobile application (hereinafter referred to as the Website/Application), what is accessible for the Subscriber by his own computer, with the internet browser of his computer, or via mobile device through public wide band internet, through HTTP or HTTPS communication protocol.

Address, and download of the Website/Application is: [www.medistance.eu](http://www.medistance.eu), [www.medistance.com](http://www.medistance.com)

Using of the Service is preceded by identification of the Subscriber. The Subscriber registers himself and the HUB device, as a Subscriber, at the Website/Application at the sales point with the help of the Contractual Partner of PROMECOM Co. Ltd. The Service is activated for the Subscriber after successful registration and it can be used and payment obligation begins from this date.

Later on the Subscriber can enter the Website/Application by giving his user name and password sent at the time of registration.

One user surface belongs to each Subscriber. The Subscriber can access at the MEDISTANCE Website/Application the health data measured and uploaded by him in the subscribed period. After payment of further monthly fee the Service can be used again and the previously measured data will become accessible again.

PROMECOM Co. Ltd. undertakes storing of the measured health and any other data of the Subscriber on its servers basically for 12 months – irrespective of the continuity of monthly payment. In case of data storage for further period, PROMECOM can be entitled to collect further fee.

Behind the Website/Application the electronic data base and the administrative applications are operated by PROMECOM Co. Ltd.

Functions accessible at the Website/Application:

- User registration for the Service;
- Setting and viewing of the personal data and service parameters on the same page;
- Displaying of the measured data successfully sent to the server, in graphs and figures (blood pressure and blood sugar level histogram values);
- Manual recording of certain data from individual measurements;

In course of using the Service the Subscriber can submit through the Website/Application any number of requests to the Service provider.

### The minimum requirements for using of the internet web surface of the Service by the Subscriber:

Computer-based hardware environment capable of running the bellow software environment.

Computer-based software environment capable of running at least the following browsers MS Internet Explorer 7., Safari 2., Firefox 3., Opera 9., Chrome and Java Script plug in.

Guaranteed minimum loading speed of the service in case of using MEDISTANCE is 64 kbps.

The internet web surface of the Service can be accessed by mobile communication means, as well, which possess the following minimum capacities:

- Android, iOS or Windows Phone operation system mobile device;
- Other required capacities: min. 320x200 display, Java script support.

### Service availability:

PROMECOM Co. Ltd. grants availability of the service for the Subscriber in 97 % of the year.

The above values have been calculated from the fault cards by PROMECOM Co. Ltd. on the basis of abnormal pauses due to PROMECOM Co. Ltd. (not including here e.g. regular maintenance).

### Normal use of the service:

PROMECOM Co. Ltd. determines the conditions of normal subscriber's use of the service as follows: Mobil data traffic generated by the data transmitted by the HUB does not exceed the normal monthly data traffic as per enclosure No. 1. what is calculated together with the up- and downloads. The normal value of the data

traffic depends on the volume and frequency of sent data, as well as the quality of the mobile network, so measuring of the monthly average health data can only be estimated. In case of overuse exceeding the data traffic of the normal use, the overuse fee can be charged.

## ENCLOSURE NO. II. - PRINCIPLES OF CHARGING AND INVOICING

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PROMECOM Co. Ltd. freely determines the price of the service packages made on the basis of the certain types of services and using of their components - with consideration to the stipulations of the valid relevant legal rules for price regulation.

1. The way and regularity of invoicing and the date of delivery of the invoices.

PROMECOM Co. Ltd. issues an invoice at the time of purchasing of the service package in the form of a cash transfer, or a cheque for the Subscriber; this invoice includes the subscription and/or the one-time fees. The Subscriber is committed to settle the invoice within the terms of payment indicated on the invoice.

Sending of the invoice is carried out either by post or electronically at least 8 days before the payment term.

Payment of the fee can be carried out by electronic way, too.

PROMECOM Co. Ltd. is entitled to ask for settlement of the fees even during the month, based on point 7. of the present enclosure.

In case the Subscriber does not receive the invoice within 5 days reckoned from the invoicing period indicated in the subscriber's contract, then he must immediately inform the on-line CUSTOMER SERVICE about this fact or can download and print his certified copy of invoice from there. In case the address data given by the Subscriber is the same as the correspondence address recorded by PROMECOM Co. Ltd. and indicated on the invoice, then PROMECOM Co. Ltd. will consider the invoice to be delivered at the fifth day of sending. The Parties agree upon fixed-term settlement in respect of accounting and fulfilment (that is the terms of payment and fulfilment are the same day, as per §58 of VAT Act.)

2. Monthly subscription fees

Monthly subscription fee is the fee calculated for every started invoicing period the Subscriber pays for availability of the service. PROMECOM Co. Ltd. is entitled to invoice the full monthly subscription fee even in case when PROMECOM Co. Ltd. is forced to limit or pause the service due to reasons in the Subscriber's sphere of interests.

PROMECOM Co. Ltd. is entitled to invoice the monthly subscription fee in advance, for the period including the date of invoice issue. In case of Normal use of the service PROMECOM Co. Ltd. determines basic Monthly fee for the Subscriber.

In the construction of monthly payment the monthly fee will be invoiced by PROMECOM Co. Ltd. in proportion from coming into force of the contract till the end of the next month. In case of prepaid Services PROMECOM Co. Ltd. issues the invoice as per the service package.

In case the Subscriber reaches the maximum data traffic determined by the selected tariff package, there is the possibility for overtraffic. The size of overtraffic is equal to the maximum determined data turnover of the selected package. The fees of overtraffic are included in the tariff table in Annex I. Further use is only possible in these cases if the Subscriber settled the due fees together with the contributions. In other cases PROMECOM Co. Ltd. will include the fee of overtraffic in the next invoice.

3. One-time fee

PROMECOM Co. Ltd. may – in compliance with the charging conditions of the selected Service – charge one-time fee (detailed fees: Annex I. Table of Tariffs).

4. Invoicing of use of other goods and services

PROMECOM Co. Ltd. is entitled to further sell and invoice of goods and services bought in its own name, in the same form, together with the Service provided by it on the basis of the present GTC, and to include the countervalue in the invoice of the Subscriber issued for the Subscriber's service or enforce it at the expense of the prepaid demand. The conditions of using these services/goods are included in the Conditions of Use related to the same and to be approved at the time of using them. In this case PROMECOM Co. Ltd. has to clearly indicate on the invoice the fact of resale.

5. Discounts

PROMECOM Co. Ltd. may offer discounts for every Subscriber, or for certain groups of Subscribers, provided that the principle of equal treatment is not hurt. The contract for the service package is concluded for an unlimited or limited period of time. Should the Subscriber decide – in aware of his related obligations – that he uses the Service in a given determined period from PROMECOM Co. Ltd. on the basis of the contract, and does not submit a statement for termination of the contract during this determined period of time and does not violate its obligations then PROMECOM Co. Ltd. will offer the Service for the determined period of

the discount at the discount price. Subscriber's termination prior to expiry of the determined discount period, or subscriber's violation of the obligations or termination of the contract due to reasons in the sphere of interest of the Subscriber PROMECOM Co. Ltd. may oblige the Subscriber to pay the fee included in the table of tariffs.

In case of using the Service over normal use PROMECOM Co. Ltd. is entitled to charge Additional fees for the Subscriber. The Service provider calls the attention of the Subscriber for overuse in a message (e-mail) and charges for him Additional fee in proportion of the over traffic data volume. (detailed fees Annex I.: Fee schedule)

The basis of making of the invoice is the tariff package set at 10 a.m. of the first day of the invoicing period; its amount is the subscriber's fee of minimum three months.

The fee package can be modified once a month, in case of more modifications PROMECOM Co. Ltd. is entitled to invoice over one modification the largest tariff package. Changing of the package within 24 hours is not considered as a package change.

In case of cancellation or modification of the service during the month the proportional fee of the paid fee will not be refunded.

*(An example of accounting: The Subscriber registers on the 10th January, the PROMECOM Co. Ltd. issues an invoice for using of three months of services until 10th February, including the period from 10:00 on 10th January till 24:00 h on 9th April).*

In case registration of the Subscriber is made on 29th, 30th or 31st of any month, then PROMECOM Co. Ltd. will issue the invoice until 1st of the next months, for 3 months of using of the service, including the period from 0:00 of the first day of the invoiced period until 24:00 of the last day of the third month.

In case of common will of the Subscriber and PROMECOM Co. Ltd. the Subscriber may paid the monthly subscription fee for six or twelve months in advance. In case the prepaid six or twelve months fee includes discount and PROMECOM Co. Ltd. is enforced to pause the service because of reasons in the sphere of interest of the Subscriber, or if pausing is requested by the Subscriber, the PROMECOM Co. Ltd. is entitled to clear the discount and to issue the invoice for the Subscriber from the beginning of the period in question until the first day of pausing in proportion of the monthly subscription fees and of the discounts.

In case of termination of the above contract PROMECOM Co. Ltd. is entitled to claim also the fee included in the individual subscriber's contract.

In case of losing of the discounts, the contract is to be considered as debt-acknowledgement even in case of the possible collection procedure, and it can be used in civil litigation in Hungary.

The conditions of using the discounts are included in the enclosures about the individual services and/or the discount conditions.

6. Modification of the invoicing period

PROMECOM Co. Ltd. has to right for changing the invoicing period. The relevant notification must be sent in writing or electronic way at least 15 days prior to introduction.

7. Delay interest

PROMECOM Co. Ltd. reserves the right for charging delay interest from the first day of the delay until settlement of the debt, in compliance with the measures given by the valid legal rules, or daily 0, 2 % in case of legal entities, or economic organizations without legal entity, in case the Subscriber fails to fulfil payment by the deadline of the invoice.

8. In case of mediated service

In case PROMECOM Co. Ltd. provides – in relation with the services provided according to the present GTC (e.g. mobile data transmission service, server hosting or delivery of the end device) - mediated services, too, then the fact of mediated service must be clearly indicated in the invoice by PROMECOM Co. Ltd.

## ENCLOSURE NO. III. – MANAGEMENT OF THE PERSONAL DATA OF THE SUBSCRIPTIONS – PROTECTION OF THE PERSONAL DATA

PROMECOM Co. Ltd. manages personal data of the Subscriber confidentially, in compliance with the valid legal stipulations, takes care of their security and takes all the technical and organizational measures and develops the rules of procedures which are required for enforcement of Act CXII of 2011 on Informational Self-determination and Freedom of Information as well as the data security and privacy stipulations of the other valid legal rules.

PROMECOM Co. Ltd. takes the obligation of managing the personal data of the subscribers in full compliance with the relevant valid legal rules, thus promoting the possibilities of safe use of the services by the subscribers.

1. Legal background of personal data management  
PROMECOM Co. Ltd. is obliged to observe the legal stipulations for personal data management of the subscribers in each phase of data management. First of all the stipulations of the following legal rules are valid for data management carried out by PROMECOM Co. Ltd. :

Act CXII of 2011 on Informational Self-determination and Freedom of Information;

The stipulations of section XVII of Act C of 2003 on Electronic Communication (hereinafter referred to as Eht),

Act CXIX of 1995 on the management of name and address data for the purpose of research and direct business acquisition (hereinafter referred to as the DM Act)

Act CVIII of 2001 on certain issues of electronic commerce services and information society services (hereinafter referred to as Eker act)

Order No. 16/2003 (27th Dec) of the Ministry of Informatics and Communication about the electronic communicational subscriber's contracts

And the conditions regulated by the Data Management Statement of PROMECOM Co. Ltd. related to the present GTC.

2. Definitions related to personal data and their interpretations

**Personal data:** data which can be related to any determined (identified or identifiable) natural person (hereinafter referred to as the concerned) consequences from the data and related to the concerned. In course of data management the data preserves this quality until the relation with the concerned can be restored. The person can be considered as identifiable – in case he can be identified – directly or indirectly on the basis of the name, identification, one or more factors characteristics of his physical, physiological, mental, economic, cultural or social identity.

**Data management:** irrespective of the procedure applied any operation or complex of operations, e.g. collection, recording, entering, sorting, storing, changing, using, transmitting, publishing, coordinating or connecting, closing, cancelling and liquidating, as well as preventing further use of the data. Taking of photos, sound or image records are considered as data management, as well as recording physical characteristics, suitable for identification of the person (e.g. fingerprint, handprint, DNS sample, iris image)

**Data processing:** fulfilment of data management procedures and technical tasks, irrespective of the method and tools used for fulfilment of the operations and the place of application.

**Data transmission:** when the data are made accessible for certain third persons.

**Disclosure:** when the data are made available for anyone.

**Data manager:** the natural person or legal entity, or organization without legal entity, who or which performs processing of the personal data, authorized by the data manager – including also authorization by legal rules.

**Data processor:** the natural person or legal entity, or organization without legal entity, who or which performs processing of the personal data, authorized by the data manager, - including also authorization by legal rules – performs processing of the personal data.

**Cancellation of the data:** making of the data unrecognizable, so that restoration would not be possible.

**Direct business acquisition:** the complex of informative activity and additional services carried out with the method of direct contacting, with the aim of offering products and or services for the concerned, furthering of advertisements, giving information for the consumers or the commercial partners in order to promote deals (purchases).

The sphere of personal data managed by PROMECOM Co. Ltd. , the title and purpose of data management and duration of data management.

There are two cases when PROMECOM Co. Ltd. is entitled to data management, the first case is when the Subscriber gives consent to data management at the time of establishing subscriber's legal relation, or at any time during its validity, the second is when data management is ordered by Act. The legal regulations related to data management and protection of the personal data of the subscribers are only valid for the natural person subscribers, in view of the fact that personal data can only be interpreted in respect of natural persons (point (1) § 2. of Act CXII of 2011 on Informational Self-determination and Freedom of Information). Despite this fact enclosure No. 3. of the present GTC includes data protection and data management rules for subscribers, who are not natural persons, too. Data management and data processing carried out by PROMECOM Co. Ltd. or by the data processor assigned by PROMECOM Co. Ltd. comprises the following subscribers' data. Title „Subscriber's approval" in the table refers to the difference in title, as compared to data management specified by the legal rules; the Subscriber is obliged to give his relevant personal data to enable PROMECOM Co. Ltd. to submit its contract offer and to fulfil according to the contract.



3. The sphere of personal data managed by the Service provider, the title and purpose of data management and duration of data management

Data management or data processing carried out by the Service provider or by the data processor assigned by the Service provider involves the following subscriber's data. Title „Subscriber's approval" in the table refers to the difference in title, as compared to data management specified by the legal rule; the Subscriber is obliged to give his relevant personal data to enable PROMECOM Co. Ltd. to submit its contract offer and to fulfil according to the contract.

Name of the data	Title of data management	Purpose/duration of data management***
name (company name), address (residence, seat) of the Subscriber	Point a, section (2) § 157 of Eht, point b), section 6 § 129	invoicing and collection of the fee for services used on the basis of the subscriber's contract and monitoring of the contract until termination, for contractual fulfilment
maiden name, mother's name, place and time of birth of the natural person Subscriber	Point a,) section (2) § 157 of Eht, point c), section 6 § 129	invoicing and collection of the fee for services used on the basis of the subscriber s contract and monitoring of the contract until termination, for contractual fulfilment
in case of underaged natural person the name, address (residence), maiden name, mother's name, place and time of birth of the legal representative	Points b), and c) section (6) of (7) of Eht § 29	invoicing and collection of the fee for services used on the basis of the subscriber s contract and monitoring of the contract until termination, for contractual fulfilment
invoice address of the Subscriber (in case it is different from the address (residence))	approval of the Subscriber	invoicing and collection of the fee for services used on the basis of the subscriber s contract, making telecommunication service available, and monitoring of the contract until termination, for contractual fulfilment
ID card number of the Subscriber	approval of the Subscriber	invoicing and collection of the fee for services used on the basis of the subscriber s contract, making telecommunication service available, and monitoring of the contract until termination, for contractual fulfilment
E-mail address of the Subscriber (l)	approval of the Subscriber	making the Service available, cooperation for promoting fulfilment of the Subscriber's contract and , and monitoring of the contract until termination, for contractual fulfilment
name and phone number of the contact person	approval of the Subscriber*	cooperation for promoting fulfilment of the Subscriber's contract and , and monitoring of the contract until termination, for contractual fulfilment
name and phone number of the contact person in case of non natural	approval of the contact person*	cooperation for promoting fulfilment of the Subscriber's contract and , and monitoring of the contract until termination, for contractual fulfilment
signature of the Subscriber in case a written contract	approval of the Subscriber	checking of the validity of subscriber's statements and legal actions taken in course of the subscriber's contract's validity until termination of the contract
number of the total units that can be accounted in the accounting period	point d) § (2) EHz 157	invoicing and collection of the service fees used on the basis of the subscriber's contract, and monitoring of the subscribers contract for 6 months after fulfilment date of the invoice, or limitation period of the fee debt
starting date and duration of the traffic or other service and the volume of down- or uploaded data	point f) section (2)§ 157 Eht	invoicing and collection of the service fees used on the basis of the subscriber's contract, and monitoring of the subscriber's contract for contractual fulfilment, for 6 months after fulfilment date of the invoice, or limitation period of the fee debt
data related to fee payment and fee debt	point h) section (2) § 157 of Eht	invoicing and collection of the service fees used on the basis of the subscriber's contract, and monitoring of the subscriber's contract for contractual fulfilment, for 6 months after fulfilment date of the invoice, or limitation period of the fee debt
the events of contract termination in case of leaving debts	point i) section (2) § 157 of Eht	invoicing and collection of the service fees used on the basis of the subscriber's contract, and monitoring of the subscriber's contract for contractual fulfilment, for 6 months after fulfilment date of the invoice, or limitation period of the fee debt
data related to other non electronic communication service available for the Subscribers and the users, in particular referring to invoicing	point j) section (2) § 157 of Eht	invoicing and collection of the service fees used on the basis of the subscriber's contract, and monitoring of the subscriber's contract for 6 months after fulfilment date of the invoice, or limitation period of the fee debt
personal data as per the approval of the Subscriber	approval of the Subscriber**	scientific, public opinion or market research and direct marketing activity for the purpose of scientific, public opinion or market research and direct marketing activities / until withdrawal of the subscriber's approval or termination of the contract
data specified by legal rules for data management related to common data files	Section (1) § 158 Eht.	Making the Service available, cooperation for promoting fulfilment of the Subscriber's contract and monitoring of the subscriber's contract for contractual fulfilment / until limitation of the contractual rights and obligations
Name, e-mail address, address of the non natural person subscriber, seat, name and e-mail address of the user(s)	(2) § 160 of Eht and approval of the Subscriber**	For the purpose of developing and operating of the electronic directory until cancellation of the subscribers consent or termination of the contract.

\*The Subscriber/user/contact persons are not obliged to give consent

\*\*This consent of the Subscriber can be unconditionally modified or withdrawn at any time – at the time of contracting, or at the CUSTOMER SERVICE, or at the [www.medistance.eu](http://www.medistance.eu) site after giving the login ID and the password belonging to the subscription, or orally after identification.

\*\*\*In case of stipulation of other acts the section (3) §157 of Eht allows for differing from the durations available for data management as described in the table.

4. Further stipulations of PROMECOM Co. Ltd. for data management  
 PROMECOM Co. Ltd. manages the subscriber's e-mail address of the natural person as personal data.

The employees, subcontractors and agents of PROMECOM Co. Ltd. are committed to fulfil the same data protection and secrecy obligations as PROMECOM Co. Ltd. The name, address and other necessary data of the actual subcontractors and agents of PROMECOM Co. Ltd. are available at the internet-based CUSTOMER SERVICE of PROMECOM Co. Ltd. and accessible at [www.medistance.eu](http://www.medistance.eu). At the same time with conclusion of the subscriber's contract the subscriber gives his unconditional consent to data management practice of PROMECOM Co. Ltd. as detailed in the present regulations.

PROMECOM Co. Ltd. must protect the personal data of the subscriber, especially against unauthorized access, change, publication, cancellation, damage, destruction as well as the other data against cancellation, damage or destruction.

The Subscriber must do his utmost for protection of the login ID and password(s) needed for using of the services provided by PROMECOM Co. Ltd. The Subscriber takes the obligation for any event or action carried out by using his login ID and password.

PROMECOM Co. Ltd. will not be liable for any damage due to use of the personal data differently than included in the present regulations, if it has arisen from intentional or careless behaviour of the subscriber.

5. Practice of PROMECOM Co. Ltd. in respect of general data management

PROMECOM Co. Ltd. manages the personal data mainly in relation with the below activities.

Conclusion, storing and preservation of the Subscriber's contract.

The condition of conclusion of the Subscriber's contract is that the Subscriber give his personal data for PROMECOM Co. Ltd. as described in section 8 of GTC based on the valid legal regulations.

PROMECOM Co. Ltd. stores and keeps original and electronic copy of the written (paper-based) subscriber's contracts and other documents needed for establishment of the contractual relation (hereinafter referred to as the „subscriber's contracts“) in a safe place.

In case of concluding the subscriber's contract in writing PROMECOM Co. Ltd. may make electronic copy of the subscriber's contract. PROMECOM Co. Ltd. guarantees that both the original and the electronic copy will only be made accessible for authorized employees and those agents and subcontractors who participate in making of the electronic copies of the contracts, as well as storing and keeping of them.

6. Operation of the customer relations and invoicing system

The Customer relations and invoicing system of PROMECOM Co. Ltd. may be accessed by the employees, agents and subcontractors of PROMECOM Co. Ltd. , in case they are authorized, only after giving the individual ID and password.

PROMECOM Co. Ltd. is entitled to enter the personal data of the Subscriber in its Customer relations and invoicing system only after creating the contractual relationship. The purpose of managing the personal data this way is to allow PROMECOM Co. Ltd. to exercise its rights and to fulfil its obligations as per the GTC. PROMECOM Co. Ltd. may employ subcontractors and agents for this purpose.

Following recording of the contractual data of the subscriber in the Customer Relations and invoicing system of PROMECOM Co. Ltd. the company is entitled to carry out any Customer relations activity related to third persons and requiring clear identification of the subscriber, only after identification with the personal data of the subscriber. In case of asking for the personal data or identification does not give proper security of identifying the person legally acting on behalf of the subscriber, PROMECOM Co. Ltd. is entitled stipulate fulfilment of the Customer relations activity to further reconciliation of non-personal data or other occasional conditions.

Detailed information of the traffic data of the Subscriber (beginning of starting data traffic and downloaded data volume) can be accessed by the Subscriber directly from the internet Customer Service of PROMECOM Co. Ltd. at site [www.Medistance.eu](http://www.Medistance.eu) after giving the relevant login ID and password.

Data from those indicated in section (2) § 157 Eht which are needed for the purpose of data management can be made available for those who:

- carry our invoicing, debt management, traffic management or information of the User by the authorization of the electronic communication company;
- for the organizations entitled by the legal rules for settling disputes of invoicing and traffic;
- for the organizations of the national security, home defence, public safety, bodies of the national security with authorization for law

enforcement in case of publicly indicted offense, unauthorized and illegal use of the electronic communication system; for the prosecutor, the court and

- the executive as per the stipulations of the act of execution

In respect of the data transferred as per the present point the parties receiving the data are subject to the same secrecy obligation as PROMECOM Co. Ltd. .

7. Data security

In the framework of data security PROMECOM Co. Ltd. guarantees in respect of the operation of the electronic communication devices used for personal data management in course of provision of the service that the managed data are accessible for the authorized persons (availability), and credibility and authentication of the data (credibility of data management) are ensured, the data are unchanged (data integrity), and the data are protected against illegal access (data confidentiality). PROMECOM Co. Ltd. provides for protection of data management with the appropriate technical organizational and structural measures; and the level of protection developed always represents the appropriate standard against risks related to data management.

PROMECOM Co. Ltd. protects the personal users' data with the appropriate organizational and technical (informatics) measures against unauthorized access and use. The personal data managing informatics system may only be operated by persons having the appropriate level of entitlement and access.

Access with the scope matching the so called „need to know“ principles, meaning that only a scope of access is permitted, which is inevitably needed for carrying out the task, is considered appropriate access-entitlement, and only for a person who has the task of data management/processing. PROMECOM Co. Ltd. regularly supervises access entitlements and their use.

8. Modification of the contract

PROMECOM Co. Ltd. is only entitled to carry out modification of the data of the subscriber's contract after recording in the PROMECOM Customer Relations and invoicing system and in compliance with the detailed stipulations in the above point 7.

In addition to giving the data described in point 7. of GTC the subscriber may modify his earlier data management declaration through the CUSTOMER SERVICE without giving any reason of it.

9. Complaint management/fault report

PROMECOM Co. Ltd. receives reports, and communication , - depending on the form of the request – orally, usually by phone after detailed identification as per point 6 of the regulations, or in writing – by e-mail or correspondence address of the Subscriber as recorded in the Customer relations and invoicing of PROMECOM Co. Ltd. PROMECOM Co. Ltd. uses, in the first place, the e-mail address or correspondence address given at the time of contracting PROMECOM Co. Ltd. for responding should it is found to be the same as the e-mail address or correspondence address recorded to the individual identification number of the Subscriber, in the Customer relations and invoicing system of PROMECOM Co. Ltd. If not this is the case, then PROMECOM Co. Ltd. will give the service provider's information for the e-mail address or correspondence address with individual identification number, recorded in the Customer Relations and invoicing system of PROMECOM Co. Ltd. in compliance with the contents of sections 12 and 13 of GTC.

10. Debt recovery

In case the Subscriber fails to meet his obligations as per the subscriber's contract, or non-appropriately fulfils them, PROMECOM Co. Ltd. is entitled to transfer the necessary personal data for his subcontractor and agent in order to identify the subscriber and/or debt recovery and data management

11. Market research

The Subscriber may give consent for PROMECOM Co. Ltd. to manage his personal and other data for scientific, public opinion, market research and direct marketing or for transferring them for third person with strict observation of the data protection and secrecy rules. The Subscriber can give this consent at the time of concluding the subscriber's contract, or at the internet CUSTOMER SERVICE of PROMECOM Co. Ltd. at [www.medistance.eu](http://www.medistance.eu), after giving the login ID and password belonging to the subscription, or unconditionally at any time after identification as detailed in point 5.

PROMECOM Co. Ltd. may manage the identification and traffic data of the Subscriber (name, address, phone number) for the purpose of own business acquisition – solely with the expressed preliminary consent of the Subscriber.

Modification of the consent can be done at any time during validity of the subscriber relationship. Communication for direct business acquisition or information must not be transferred for subscribers by phone or other electronic way, who declared that he does not wish to receive such communication. This measure does not concern the rights of the users provided by act 108 of 2011 about certain issues of services related to the information society. No mails with the purpose of direct business acquisition may be transferred – even despite of the expressed consent of the Subscriber – from which the identification data of the sender cannot be clearly stated.

#### 12. Common data file (Black list)

The electronic communication service providers are entitled – for preventing circumvention of the fee payment and other contractual obligations and in case the conditions determined in section (4) § 118 Eht. are valid, - to transfer to, or take over from other electronic communication service providers and take from the data legally manageable according to § 157 of Eht – for the purpose of rejection of contract conclusion – the data required for identification of the Subscriber., as well as information about the reason of data transfer as per section (3), or to create a common data file with the same content.

PROMECOM Co. Ltd. can only transfer subscriber's data for the purpose of the present point – as specified in points b)-f) of section (6) § 129.

The data of the Subscriber may only be transferred or put in the common data file as per the conditions of section (4) § 118 in the following cases

- a.) PROMECOM Co. Ltd. terminated the contract due to outstanding payment, or limited the possibility of using the service by the Subscriber in part or as a whole,
- b.) PROMECOM Co. Ltd. initiated judicial or administrative procedure against the Subscriber, or the residence of the Subscriber is unknown,
- c.) the applicant or the Subscriber misled or tries to mislead PROMECOM Co. Ltd. with the purpose of causing damage for it (with special regard to the fact that the document serving for identification is clearly false, falsified or invalid.)

PROMECOM Co. Ltd. is obliged to immediately inform the subscriber about the fact of data transfer.

As to the management of the common data file and its duration section (3) of § 157 must be applied. The data may only be used for the purposes given in the present point.

At the moment the conditions of legal management and transfer of the data are terminated PROMECOM Co. Ltd. is committed to take immediate measure for clearing of the Subscriber's data from the common data base and to send notification for the previously notified PROMECOM Co. Ltd. and the Subscriber about the fact of cancellation.

Data can be claimed, by

- the electronic communication service provider, from the data file solely for the purpose as per section (1),
- or the organization and authority or
- any consumer included in section (5) § 157 in respect of data relevant to him.

Written agreement must be concluded by the parties concerned in respect of the establishment of common data base, the assignment of the data manager and data processor, as well as their rights and obligations.

#### 13. Others

The Subscriber gives consent of using his personal and other data by PROMECOM Co. Ltd. for improving and developing the quality of the service and for implementing information-giving activity for providing and using of the service, in view of following up the subscribers' interests.

Following expiry of the duration of data management the Subscriber's personal data must be cleared by PROMECOM Co. Ltd. so that identification of the concerned could never be carried out again.

#### 14. Data protection representative of PROMECOM Co. Ltd.

Name: Rudolf Mezei, Data protection representative of PROMECOM Co. Ltd.

Address: 1037 Budapest, Kunigunda str. 60.

E-mail: help@medistance.com

## ENCLOSURE NO. IV. – PRIVACY POLICY

Name and data of the company issuing privacy policy

Name of the company: PROMECOM Co. Ltd.  
 Company registration number: 01-09-161525  
 Tax number: 12149425-2-41  
 EU tax number: HU-12149425  
 Seat: 1037 Budapest, Kunigunda str. 60.

### 1. Preamble

**PROMECOM Co. Ltd.** is hereby informing the Subscribers and users of MEDISTANCE about the personal data managed by it, the practice followed in respect of managing the personal data, the organizational and technical measures taken in order of protection of the personal data and the methods and possibilities of practicing the rights of the concerned. PROMECOM Co. Ltd. is committed to the protection of personal data and takes the appropriate measures – in its sphere of authority – in order to keep the risks coming from using and electronic administration of MEDISTANCE safely in compliance with the Hungarian legal rules and according to the EU recommendations, resulting in unwavering trust of the citizens in MEDISTANCE service.

#### 1. Definitions and abbreviations

**MEDISTANCE** electronic data collection and service system, including MEDISTANCE data transferring system, web portal and the relevant servers, services and contact options, its maintainer and operator, and provides for the possibility of electronic registration for the clients.

**Personal data:** data in relation with any determined (identified or identifiable) natural person (hereinafter referred to as the **concerned**) and consequences deductible from the data in respect of the concerned. In course of data management the personal data preserves this quality until contact with the concerned can be restored. The person can be considered as identifiable, in particular, if he can be directly or indirectly identified on the basis of the characteristic factors – name, ID, or one or more physical, physiologic, mental, economic, cultural or social factors.

**Individual identification:** user name and secret password of the Subscriber together.

**User:** natural or legal entity claiming and using the service.

**Subscriber:** subscriber registered as per point 4.2. of MEDITANCE GTC.

**Subscriber's data:** data, health value, information of remark referring to the Subscriber of MEDISTANCE and uploaded by him to the Website/Application by using MEDISTANCE service or entered manually.

**Contact identification:** identification created by unilateral mapping from the data of the Subscriber and of the addressed organization, making clear identification possible, which cannot be retrieved and is not suitable for connecting of the data.

#### 2. The data manager and data operator

2.1. Data manager and processor is PROMECOM Co. Ltd. , running MEDISTANCE service.

#### 3. The purpose of data management

##### 3.1. The purpose of managing personal data:

- identification of the Subscriber related to using of the MEDISTANCE service;
- technical operation of the MEDISTANCE service;
- prevention of access of unauthorized persons to personal data – in particular Subscribers' data.

3.2. Data management is performed exclusively for the purpose of point 3.1. to the required measure and for the required time and only with the Personal data which are inevitable necessary for implementing the purpose of data management and otherwise are suitable for achieving these goals. At the same time with implementation of the purpose of data management the Service provider will delete the personal data and makes finally impossible any relation with the persons of the Subscriber.

#### 4. The managed personal data

4.1. In course of using information services provided at the MEDISTANCE internet surface no personal data are recorded.

4.2. Registration at and identification by MEDISTANCE

4.2.1. In course of Subscribers' registration the data in compliance with the relevant stipulations of GTC are recorded.

**For the person of the Subscriber:** the e-mail address, password, family name and first name,

**Concerning the invoice payer:** name of the company, country, ZIP code, town, public land, house number, tax number, company registration number, phone number, postal name, postal data, country, postal data ZIP code, postal data town, postal data

public land, postal data house number

**Password:** individual identification password created (given) by the Subscriber at the time of registration; being an impression of the single-use code (password) given for the Subscriber, and after first login by the Subscriber the password created by the Subscriber and making a part of the individual identification, which is only good for checking correctness of the password, but the password itself cannot be retrieved from it. (so called Hashed code); code created from the Subscriber's identification data by mathematical methods, being individual, but the identity and the personal data used for its creation cannot be determined, still it is suitable for checking identity (meaning that the relation is only unilateral, but clear with the required security).

4.2.2. In order to promote using of the Service package purchased by the User, at the time of retail selling the MEDISTANCE service package data meeting the relevant stipulations of GTC may be recorded at the sales point for the purpose of preliminary registration of the Subscriber.

**For the person of the subscriber:** e-mail address of the Subscriber, family name and first name of the Subscriber, mobile phone number of the Subscriber.

The Personal data recorded at the time of preliminary registration may only be used by the Service Provider for promoting transfer of information and sending of message in course of registration for the service.

#### 4.3. Using of MEDISTANCE service

4.3.1. In case the Subscriber sends measurement data (Subscriber's data) by using MEDISTANCE service or message for the Service provider, then sending of the message is always carried out encrypted.

4.3.2. In case of modifications and contacts related to the subscriber's service through the Website/Application only the below (partially personal) data will be automatically stored (logged) for the purpose of enforcing the Subscriber's right for getting information and post-reconstructibility of the transmissions; name and ID of the Subscriber, the transmitted text and/or document (thereinafter jointly referred to as the document); the time of sending.

4.3.3. The Subscriber's data recorded by the Subscriber or uploaded by using of the Service in course of utilizing the subscriber's service, the Service provider will transfer and store only to the measure of implementation of the Service and will not manage them for other purposes.

#### 5. Legal basis of data management

5.1. Data management determined in point 4.2. is based on the stipulations of Eht (points of 157, 158 and 160)

5.2. Data supply of those included in the electronic documents and logged by the MEDISTANCE system are ordered by law, or their supply is voluntary and the Subscriber gave consent to their management as a consent to carrying out the procedure initiated by the Subscriber – by using MEDISTANCE.;

In case of termination of the contract PROMECOM Co. Ltd.:

- stores only the data related to the subscription, for 5 years, in compliance with the Hungarian rules.
- in case of termination of the Subscriber's contract the data beyond the subscriber's contract will be deleted on the day of the termination.
- in case PROMECOM Co. Ltd. terminates the contract with extraordinary termination, then the data beyond the subscriber's contract will be stored for 30 days.

#### 6. Duration of data management and cancellation of the data

6.1. Data managed as per point 4.2. – both the identification data of the natural persons and the individual identification of the Subscriber – will be automatically and immediately cancelled after termination of MEDISTANCE service. The individual code created by unilateral mapping from the personal identification data of the Subscriber will not be deleted, but it cannot be related to the Subscriber due to the cancellation of the other data, until the Subscriber gives his – already deleted personal identification data again at the same time of opening a new MEDISTANCE.

6.1.1. The code for single use (password) will be stored for the validity of the attached file link (URL) sent for the Guests (7 days), after this time it will be automatically deleted.

6.2. The transaction identification will be automatically and immediately deleted after breaking of the contact.

6.3. The data will be also deleted at the request of the Subscriber as per point 8.3. or in case the court or the data protection commissioner declares that their management is illegal and orders their deletion.

6.4. The data will not be deleted in the periods as per points 6.1.-6.2. in case they are confirmed to be needed for the enforcement of the law or legal interests, or in the interest of decision some legal dispute.

6.5. At the time of deletion the data will not be deleted from the backup file, however in the next backup the data deleted as per this point will not be included. Backups are stored looking back to three saving cycles. The data stored in the backups may only be used, as required, in case of data restoration following data losses.

## 7. Data supply

7.1. Personal data – especially Subscriber's data – may only be transmitted with the consent of the concerned, or exceptionally on the basis of the relevant acts, to the extent determined by them.

7.2. The possibility of fulfilment of request from the authorities entitled by the law will be carefully considered on the basis of the law.

7.3. The Subscriber is entitled to ask for information about the data transmission, the addresses of the transmissions, the sphere of transmitted data and the purpose of transmission. This information clearly does not relate to the cases of secret data collection determined by the law.

7.4. Anonym data- which cannot be related to the natural person any way – should not be considered as personal data, consequently no consent from the concerned or information for him is needed for transmission; they can be used for statistical or other purposes without consent from or notification for the concerned.

## 8. Practicing of the Subscribers' rights

### 8.1. Asking for information

8.1.1. The Subscriber is entitled to ask for information in respect of data management referring to him, including request for information as per [point 7.3](#). PROMECOM Co. Ltd. meets its information obligation through the Service provider, who will give information at the request of the Subscriber about the data of the Subscriber managed, the purpose, legal basis and duration of the data management as well as about the fact who and for what purpose were given the data relevant him, for which authorities and when was information transmitted through the MEDISTANCE system. The Service provider is to give the requested information within the possible shortest period of time, but maximum within 5 days in writing.

8.1.2. The information as per the above section is free of charge in case the concerned requesting party did not submit application for information concerning the same area in the current year. In other cases cost compensation may be charged in proportion with the costs arisen. The cost compensation will be refunded in case the data were managed illegally, or the request for information led to corrections.

8.1.3. This right of the concerned may only be limited to cases included in the law. In case of rejecting the request for information for e.g. law enforcement or national security purposes, the concerned will not be given information.

8.1.4. The Subscriber may view and check – from the recorded data - the natural person identification data from the data specified in [point 4.2](#). also at the internet surface of MEDISTANCE.

### 8.2. Correction

The Subscriber is entitled to ask for correction of his incorrectly recorded data. The incorrect data can be corrected by the Subscriber himself, too through the web surface developed in the MEDISTANCE system for this purpose. The Subscriber has to continuously maintain the e-mail address at the data maintenance surface.

### 8.3. Deletion

8.3.1. The Subscriber is entitled to ask for deletion of data referring to him. Deletion of the data as per [point 4.2](#). is possible by termination of the service profile of the Subscriber; initiating of deletion of the data transmission log as per [points 4.3](#)., [4.4](#). and [4.5](#). is possible by a request submitted through the contacts as per [point 8.5](#).

8.3.2. The data will not be deleted in case they are confirmedly needed for enforcement of the law or legal interests, or for decision of a legal dispute, or data management is mandatory and therefore the request cannot be fulfilled. The Subscriber will be immediately informed of the reasons of rejection and the decision can be challenged as per [point 9.1.3](#).

### 8.4. Protest

8.4.1. The concerned can protest against management of his personal data:

In case data management is required solely for the enforcement of the rights and legal interests of the data manager or the data receiver except for the case when data management was ordered by the law;

In case the use or transmission of the data is carried out for the purpose of direct business acquisition, public opinion research or scientific research; or  
In case the right for practising protest is made possible by the law.

8.4.2. The data manager shall satisfy the application within three working days reckoned from receipt of the protest, in case its rightness can be clearly stated. In case of rejection of the request the data manager has to justify his decision in the same way as the protest was submitted.

8.4.3. The rules of point 8.4. must be obviously applied in case of a procedure related to withdrawal of the data subject's consent.

## 9. Enforcement of the rights

### 9.1. Data security representative

9.1.1. A data protection representative will be appointed on behalf of PROMECOM Co. Ltd. The data protection representative is a person with higher education, computer knowledge and practice in the field of data protection and

he must be suitable for fulfilment of the task.

9. 1.2. Anybody may turn to the data protection representative if

1. thinks he is aggrieved or there is a direct risk of getting aggrieved, or  
2. notices illegal data managements

The data protection representative has to immediately begin examination of the notification and to make decision, closing the examination, within 15 days.

9.1.3. In case the concerned does not agree with the decision of the data protection representative, he can turn to the data protection commissioner.

9.1.4. On behalf of the Service provider (data processor) the data protection representative will be the assigned contact person who exercises the rights for the concerned.

Name: Rudolf Mezei, PROMECOM Co. Ltd. Data Protection Representative

Address: 1037 Budapest, Kunigunda str. 60.

E-mail: [help@medistance.com](mailto:help@medistance.com)

The Service provider may require appropriate certification of the identity for exercising certain rights by the concerned.

9.1.5. On behalf of PROMECOM Co. Ltd. as the data manager, the appointed contact person for practising the rights of the concerned is the data protection representative. PROMECOM may require appropriate certification of the identity for exercising certain rights o the concerned.

### 9.2. Data protection commissioner

If anybody feels that his rights were violated during data management or data processing – he may turn to the data protection commissioner. The conditions of the procedures of the data protection commissioner and his contacts are found at <http://www.obh.hu>.

### 9.3. Judicial enforcement

If anybody feels that his rights were violated during data management or data processing he can turn to the court against the data manager. A lawsuit can be initiated at the regionally competent court as per the seat of PROMECOM Co. Ltd.

## 10. Data security

10.1. The system of requirements of data security also means technological supporting of personal data protection as per the present point.

10.2. Storing of the personal data is performed by protected or limited access servers, and the Service provider takes the necessary technological and organizational measures to prevent data loss of the Subscriber, using of the data for different purposes, learning, releasing, changing or abusing of the data without permission, Access to the data file is completely and unchangeably logged.

### 10.3. The Service provider

takes care that only authorized persons and exclusively with the purpose related data management could access the Service-related data and those stored by the Service provider through the internal systems or direct access to the server.; Provides for required and regular maintenance and development of the used devices;

Places the server storing the data in a closed premise supplied with appropriate physical security and physical protection;

Ensures that the identification data of MEDISTANCE would not be accessed through direct network and prevents the possibility of breaching the registration data base of MEDISTANCE through network access.

10.4. The one-time use code and the password belonging to the individual identifier is stored by MEDISTANCE in a form suitable only for checking correctness of the code (so called hashed code) and it does not contain the original information.

10.5. For the purpose of preventing or reducing data losses the stored data are saved and archived at regular intervals.

10.6 The Service provider takes care of informatics protection of the personal data and of prevention of the damages to the data as per point 10.1. as specified by the internal Computer Infrastructure Regulations.

## 11. Other rules

11.1. Processing of the data is carried out mainly by informatics devices, first of all in an automated way with limitation or exclusion of the intervention possibilities for the system operator.

11.2 The Service provider is not responsible for the data management actions of the individual subscribers, only for data management in his own sphere of authority.

11.3. PROMECOM Co. Ltd. may employ other data processor for the fulfilment of certain maintenance, system supervision and supporting tasks, and data processing. The data processor may get access to the personal data to the inevitably required measure; however this can only be done with the personal direct supervision of the Service provider.

11.4. In course of its data management activity PROMECOM Co. Ltd. complies with the data protection rules and legal practice, observes the valid legal regulations and considers also the most important international recommendations related to data protection

11.5. The Service provider applies internal data protection regulations for the management of the personal data – with the consent of PROMECOM Co. Ltd. Regularly supervises the regulations and is entitled to update the privacy policy from time to time, even without special notification of the Subscribers. In case the modification creates new data management based on the consent of the concerned, then the attention of the Subscriber has to be called to this fact; using of MEDISTANCE after the notification is considered as approval of the modified conditions. The Service displays on the internet surface of MEDISTANCE the valid privacy policy, but will give information of the previous version at request, too.

11.6. The privacy policy is valid from its date.

## ENCLOSURE NO. V. – SAFETY AWARENESS

### 1. Safety awareness

The first condition of real safety awareness that we have to be aware what value do the data managed by us represent for us and for crimes.

If we are not aware of this then we will be kept in false safety awareness, we will be confident, but will be panicked when the trouble occurs.

Every internet user – consequently the users of MEDISTANCE electronic administration service – must be aware, when using the system, of the security technology and other risks of the internet connections. We should like to draw attention to secure and careful use of our services in this document. We have implemented a lot of protection measures for your security when using MEDISTANCE service, but your participation is obviously needed in order to reduce the risks when using the system - to the minimum.

### 2. Data protection

Please read the Privacy Policy at our Website/Application; it declares the principles determining our policy in respect of the personal data and show our everyday practice and services, when we ask for personal data of our visitors and declare the purpose and use of these data, as well as, preservation and saving of the personal data.

### 3. Protection of the computer

It is recommended to protect your computer when using the service, and usually when using internet, to protect against possible viruses with antivirus programs and with the firewalls against intrusions.

The viruses can damage the computer, they can destroy the stored data and it is also not excluded that your confidential data and codes used in course of use are transmitted to incompetent persons who can misuse them. Any software that can be downloaded from the internet can contain virus. An e-mail can have an attachment with viruses. Please get convinced that your computer has an appropriate antivirus program filtering also the attachments. New viruses are born every day, that is why it is worth of using the latest versions and update the virus definitions every day. As soon as new viruses are developed, new solutions must be found against them.

When you enter the internet without security your computer can be illegally attacked and you would not even know about it. There are continuously available firewalls on the internet which can be downloaded and used either free of charge and they provide for appropriate protection against DoS attacks, curious spyware programs and Trojan programs. In order to achieve higher level of security we recommend to regularly download the accessible security updates and correcting versions available for your operation system and browser, and to adjust the data security setting of your browser to the required highest security level. In this case the program warns you before opening any content which would potentially cause damage when using the browser. Security can be further increased - if the running but not needed applications - are shut-down on your computer.

### 4. Management of the subscriber's identification and password

You are identified in the system with your Subscriber's identification and password, so it is of key importance to keep these two sensible data safely, so that nobody could get it.

Do not tell it anyone, not even the very reliable friends!

Your valid password cannot be asked from you not even by the authorities or our colleagues.

Try to remember your password! It is the best if you do not write it anywhere, but if you still do it please ensure that:

- it would be no way obvious, what the written character line is good for;
- and keep your password in safe place.

The system does not enforce regular password change, but we recommend changing of your password every month for the purpose of the possible highest security.

### 5. Using of the service at a public place

Please refrain from using the service in the presence of others or at a public place (e.g. internet coffee shop), if possible.

If you still use our service this way, your cooperation is also needed in addition to the security measures of the system. In this case – should the possibility of others' access to your computer exists – the following precautions are recommended to be carried out:

Login function of the service makes it possible for you not to give your secret password on the transaction and the query screen each case until logout. Important! If you use our internet service at a public place we do not recommend using of this comfort function, you have to give your identification in all cases and for each transaction. Due to the specificities of HTML technology the page visited by the Subscriber are stored in the Temporary Internet Files library of the computer. With default settings of the browsers it is done in case of using each HTML-based internet sites, so in case of using MEDISTANCE, too. In case you use our service not with your own computer, it is recommended not to permit storing of temporary internet file in the browser, or if you cannot disable this function, it is better not to use the public computer.

Please check that nobody watches you when giving your password and code and please never disclose them. Should you feel that incompetent persons became aware of your password, please change it through our system.

Never leave your computer unattended in course of using MEDISTANCE!

### 6. Finishing use of the service

It is important to leave the service using EXIT button and not by closing the browsing window! In this case the encrypted relation established by the login will be finally and safely interrupted.

In case you used our service in the presence of others or at a public place and you permitted storing of the Temporary internet files, then it is recommended to delete the content of the Temporary internet file library in the browsers. Deletion is to be done differently in case of the different browsers; in case of the most frequently used browsers it is carried out as follows:

Internet Explorer: Tools, Internet options page, Temporary Internet files, Delete files.

Opera: File /Preference page, choosing option History and Cache, function Empty now.

Mozilla: Page Edit / Preferences, choosing option Advanced / Cache, function Clear Cache

Google Chrome: Preferences, History / Clear browsing data

Of course, if you use our Service from a computer under your control, the mentioned security steps are not inevitably required, but they are recommended.

### 7. Social engineering

Social engineering is using of the intention of people for natural confidence.

Hackers or ill-intention people frequently use this method for incompetent access to computers and for getting information.

Social engineering uses not the hardware, software or network failure, but the weaknesses of the human nature for breaking computers. By using this anybody with minimum hacking capacity can penetrate into a system, considered to be safe, and can access data, can modify or delete them. The most characteristic crime of this type is „phishing“, when the tricksters make the Subscriber – by different methods – (phone call, e-mail) telling his password, giving confidential data of downloading and running applications – similar to governmental electronic administration – by using the link sent in the e-mail. The program monitoring the keyboard invisibly records how do we use the keyboard, what bank passwords and codes do we type. These monitoring programs invisibly enter our computers, but it does not mean that we could not protect against them. Complete elimination of the risks is not possible, but it can be significantly reduced if you follow the below advice:

Never answer MEDISTANCE e-mails if you are required to give confidential information as to the access! Never open attachments of e-mails before carefully checking them with the antivirus and anti-spyware program! Never give confidential information in case you are contacted by phone! Sometimes you may be contacted and asked for giving confidential data, referring to change of the password or maintenance etc. but the password belonging to your personal access must be known only by you. The system administrators or maintainers do not need your password, since they have their own identification, ensuring system rights for them, and they can settle everything without knowing your password. Be distrustful if the system administrator asks for your password! Never give the name and the password of the Subscriber!

Be distrustful if you get an e-mail or a phone call, informing you that your data related to the MEDISTANCE service have been acquired by incompetent person(s) and asking you to contract the CUSTOMER SERVICE at the given phone number. Never do this, rather notify us immediately at our e-mail address [help@medistance.com](mailto:help@medistance.com), or by phone number 06-1-453-7122 (international +36 1 453 7122

You can protect against data theft by phone with due caution and against electronic data theft by joint using and continuous updating of the latest antivirus, fire wall and anti-spyware programs. However all these will be helpful only if you update the operation system, too and switch off the non-desired services, if possible.

Namely MEDISTANCE should be used without visiting other sites, always entering the address into the browser or using from the menu item „Favourites“ or using from an electronic letter which is surely guiding you to the page of MEDISTANCE. Nowadays the offenders give internet addresses which are slightly different from the real address, so they are misleading. It is practical to run an updated antivirus and anti-spyware program before connecting to MEDISTANCE.

When using our service, please check before login – that your computer communicates with the appropriate server! You have to check the following:

Address of the Website/Application: [http/www.Medistance.eu](http://www.Medistance.eu). Before giving any sensible data of you get convinced that your internet connection is safe, the address begins with https (except for service package of different type) and it is also indicated by the small padlock at the right bottom of the browser.



## ENCLOSURE NO. VI. – CODE OF ETHICS FOR INTERNET USE

The Subscriber is obliged to use the service as intended. The following behaviour is to be considered unintended use, which can involve legal consequences as per points 11 and 12 of GTC, in particular as per the choice of the subscriber or the service provider: Non intended use of the software or using of a device enabling for continuous connection in case of a modem-based service, that is using of automatic ping programs.

### 1. Subscription

The Subscriber must not use the Website/Application provided in the framework of the service for publishing materials which are considered by the Service provider – at its own discretion – illegal, immoral or rejectable. In respect of the present conditions „Material“ means any form of communication - including narrative descriptions, graphs (e.g. photos, illustrations, images, drawings, logos etc.) executable programs, video records or sound records. No materials just for „ADULTS“ may be stored or displayed at the Website/Application provided by the subscriber's web hosting service.

Should the subscriber consider that the Website/Application is of questionable nature, we ask to contact the service provider before using the service, we can discuss the plans and intentions of the subscriber only this way. The subscriber can turn to the address [help@oncollab.hu](mailto:help@oncollab.hu) for information.

### 2. Illegal use:

Using of the service for transfer of any material (by e-mail, uploading or any other way) which is intentionally or unintentionally contrary to any relevant legal rule is qualified as illegal use. Such an activity is e.g. uploading of the illegal copies of softwares to the news server of the Service provider, or distribution of such softwares from the subscriber's web-site.

### 3. Threats

Using of the service for transferring any material (by e-mail, uploading or any other way), including threatening bodily harm, or abet perpetrating or abuse or incites hatred against any group of the society. This behaviour includes communication with others with the intention of planning anti-society activity.

### 4. Harassment

Using of the service for transmission of a material (by e-mail, uploading or any other way), which causes harassment for other Subscribers or any other member of the society.

### 5. Harm caused to minors

Using of the service for harm to minors or its attempt, including in particular child pornography or sexual indiscretion may result in lawsuits.

### 6. Falsification, simulation of another person (personalization):

Adding of the network identification headers and information with misleading or deceptive intent, removing or changing of them, or simulation of another person with false header and other identification information.

### 7. E-mail/News

Malicious intention to prevent electronic mail service or news application of other Subscribers.

### 8. E-mail/Message falsification

Falsification – in part or on the whole - of the letterhead of electronic mails coming from or through the service.

### 9. Sending of spams, commercial e-mail/arbitrary mass e-mails:

Using of the service for transferring any kind of a spam, commercial or other mass e-mails.

### 10. Application of USENET SPAM

Mailing of messages or advertisements violating the rules and stipulations and contradicting with the basic rule of any news group or correspondence lists. Commercial messages being acceptable as per the rules of the news group or of the correspondence list or requested by the addressee are permitted.

### 11. Unauthorized access:

Using of the service for getting access to the access of others, or its attempt, or breaking of the computer software or hardware, electronic communication system or telecommunication system of other persons irrespective of the fact whether it resulted in damage or loss of the data, or not.

### 12. Violation of Copyright, Patent, Trademark, Business secret or Intellectual property

In case using of the service for transferring any material (through e-mail, uploading or any other way) results in violation of any patent, trademark, business secret, intellectual property or any rights related to other third person, with special regard to copying of copyrighted materials without permission, digitalization and sharing of photos from magazines, books or other copyrighted sources and transferring of copyrighted softwares without permission. In these cases the Service provider will proceed as per point 12. of GTC.

### 13. Collection of personal data

Using of the service for collection of third party's personal data or attempt of the same without the knowledge and consent of the third party. Any Subscriber who violates the above stipulations will be reported to the appropriate authority.

### 14. Causing of network interference or hostile activity

Using of the activity for any activity which would affect using of the internet service by other Subscribers or systems. This activity is – in particular – the „denial of the service“ (DOS) and Distributed Denial of Service, attacks against other network hosts or individual Subscribers. Interference or obstruction of other network Subscribers, services or equipment. The Subscriber is responsible for safe configuration of his own network. The Subscriber must not permit with any of his activity or lack of activity, that others could use his own network illegally or any other incorrect way. The Subscriber must not permit with any of his activity or lack of activity configuration of his network so that it would allow illegal or improper use by third parties. The Service provider does not tolerate any attempt of any Subscriber to access to other's access or any attempt of penetration through the safety measures of other systems, irrespective of the fact whether this penetration caused damage or loss of the data, or not. Lacking of knowledge of the Subscriber about such activity of his device will not exempt him from responsibility and the service will be suspended until the breach is remedied.

### 15. Deception

This includes intentional deception or misleading statements, written materials or activities with the purpose of action of the addressee as per such statements, written materials or activities.

### 16. Fraudulent activity

Using of the service for giving fraudulent offers for selling or buying of products, items or services and promotion of any financial fraud, e.g. „pyramid scheme“ or other chain games.

### 17. Propagation of viruses and hostile softwares:

Intentional propagation of any software which causes damage, harassment or inconvenience for other persons, data and/or computer systems, or tries to do this.

### 18. Resale of the service

Resale of the service without relevant, expressed written permission.

### 19. Violation of network and personal security

The Subscribers breaching system or network security are charged criminal and/or civil responsibility. The Service provider fully cooperates in the examination of security violation of other systems or networks and works together with the appropriate authorities in the investigation of supposed criminal offence. Any attempt for circumvention of the security of Subscriber's identification or of any host, network or subscription (e.g. access to the data without eligibility, login to the server or the subscription or using of them without expressed entitlement, probing of the security of other networks etc.) is considered as abnormal use. Using of tools developed for breaking of the security systems (e.g. password guess or network probing programs etc.) and their distribution is considered as abnormal use.

### 20. Excess mobilization of the performance

Provision of the service works on the basis of shared resources. Excess use of the network resources or their improper application by a User will negatively affect all the other Users. Incorrect use of the network resources resulting in harmful effect to the network performance is considered as misuse.

Extreme use of the resources is not allowed, including CPU time, memory, disk space and connection time. The Subscriber must not use resource-intensive programs which would unfavourably affect the other clients, or the performance of the service systems or networks. The Service provider reserves the right for terminating or limiting such activities. It specially refers to unattended processes on the service provider's server.

The subscriber is allowed to establish so many contacts from his subscription to the service provider's network, as many are permitted by the contract with the provider.

The subscriber must not provide network services from the subscriber's access (e.g. the subscriber must not use his subscription for operating ftp or web server), except for the case when the type of his subscription makes it clearly possible.

#### 21. Internet Relay Chat:

Although the service provider does not ensure technical support for the use of Internet Relay Chat (IRC) the subscriber may use his subscription for connection with IRC servers and networks maintained by the service provider or third party. The Subscriber is a guest, so he is not entitled to perform any activity that would disturb access of other clients to IRC. The subscriber must not use such IRC scripts and programs which would reject or disturb the service for other subscribers at any other server, host, network or channel.

The Subscriber must not carry out activities harassing others, including in particular

„flooding“ (quick text entering for interrupting the service), „flashing“ (interruption of terminal emulation), „transfer“ (incorrect takeover of the operator's privilege and abuse by them), sending of messages for Subscribers who do not wish to get them, attempt of returning to a channel, from where the subscriber has already been banned, and other destroying activities.

It is not allowed to run „clones“ (multiple, simultaneous IRC contacts).

#### 22. Interpretation of non-observance of the Internet Code of Ethics

PROMECOM Co. Ltd. asks that anyone who is aware of non-observance of the present Internet Code of Ethics to report it to the following e-mail address: [help@medistance.com](mailto:help@medistance.com)

Please attach the following information, if possible:

- IP address or other identification (name of the Subscriber, e-mail address) used for the alleged irregularity
- Day and time of the alleged irregularity, including GMT zone or the difference from it
- the evidence of the alleged irregularity.

In case PROMECOM Co. Ltd. finds that the given data are deficient, then PROMECOM Co. Ltd. cannot deal with the complaint on the merit.

**ENCLOSURE NO. VII. – USER STATUSES**

The below table shows what WebApp surfaces can be used by the User in compliance with the individual statuses:

User status	Description	SIM	HUB and health data base	WebApp application
Under registration	The user has given all data but activation process is not activated.	inactive	inactive	Only the personal data can be seen
Active	Measuring data can be distributed on the HUB, measured data can be accessed at WebApp.	active	active HUB, receiving and storing of distributed data	Personal data and measured data are accessible by the User, full functionality
Suspended	Measuring data cannot be distributed on the HUB, but the previously measured data can be accessed.	suspended	suspended	Personal data and measured data are accessible by the User, full functionality
Banned (deactivated)	The measured data cannot be accessed at WebApp, no distribution on the HUB.	suspended	suspended	No entry is possible
Terminated	All data of the User have been deleted (both personal and measured data) – every invoice-related data has to be saved for 8 years!	banned	excluded from data distribution	No entry is possible Full user profile is deleted.

**ANNEX NO. 1. – TABLE OF TARIFFS**

<b>Service fees (*)</b>	<b>fee</b>
Basic monthly fee of the service – Basic package (HUF/month):	€ 12,8
Basic monthly fee of the service –Extended package (HUF/month)	€ 13,8
Basic monthly fee of the service – Premium package (HUF/month)	€ 14,8
Volume of data traffic included in the basic fee (kByte/month):	€ 2
Based on the data traffic estimates it is sufficient for sending of the following number of measuring data (this value is not guaranteed)	€ 1
Over traffic fee (in case of data traffic over the normal use)	
Europa	€ 4/ MByte
<b>One-time fees(*)</b>	
Transfer fee	free of charge
Service limitation due to non-payment of the fee	€ 6
Fee of reconnection from limitation	€ 4
Fee of the payment notice	€ 2
Fee of reconnection from pausing due to fee debt	€ 4
Fee of service modification at the Subscriber's request	free of charge
Fee of requesting certified document	€ 8
Fee of administration related to collection (without possible attorney's fee)	€ 100

(\*)The fees given are to be understood in € and without VAT.

(\*\*)Unit of measurement is each begun 1kbyte

In the case of exchange rate changes, we reserve the right to price changes!

**ANNEX NO. 2. – POSSIBILITIES OF LEGAL REMEDY**

Exact address and contacts of the organizations in the below list change from time to time; PROMECOM Co. Ltd. is not liable for correctness of this information:

<b>Contacts of the National Communications and Media Authority (NMHH) and of the Communications and Media Commissioner (HMB):</b>		
<b>Addresses and phone numbers of the customer service offices:</b>		
Central customer service office:		
	Address:	1133 Budapest, Visegrádi str. 106.
	Phone number:	(+36 1) 468 0673 (central information)
Further customer service points:		
	Address:	4025 Debrecen, Hatvan str. 43.
	Phone number:	(+36 52) 522 122
	Address:	3529 Miskolc, Csabai gate 17.
	Phone number:	(36 46) 555 500
	Address:	7624 Pécs, Alkotmány str. 53.
	Phone number:	(+36 72) 508 800
	Address:	9400 Sopron, Kossuth L. str. 26.
	Phone number:	(+36 99) 518 500
	Address:	6721 Szeged, Csongrádi avenue 15.
	Phone number:	(+36 62) 568 300
<b>Receiving of written submissions of client information</b>		
	Correspondence address:	1376 Budapest, P.O.Box 997
	Fax:	(+36 1) 468 0680
	E-mail:	<a href="mailto:info@nmhh.hu">info@nmhh.hu</a>
<b>Communications and media commissioner</b>		
	Address:	1525 Budapest, P.O.Box 75.
	Phone number:	(+36 1) 457 7141
	Fax:	(+36 1) 457 7105
<b>Contacts of the Hungarian Competition Authority (GVH)</b>		
	Address:	1054 Budapest, Alkotmány str. 5.
	Correspondence address:	1245 Budapest 5. P.O.Box 1036.
	Phone number:	(06-1) 472-8851
	Fax:	(06-1) 472-8905
	E-mail address:	<a href="mailto:ugyfelszolgalat@gvh.hu">ugyfelszolgalat@gvh.hu</a>

**Reconciliation Bodies:**

Reconciliation Body of County Bács-Kiskun  
 Chamber of Commerce and Industry of County Bács-Kiskun  
 6000 Kecskemét, Árpád bvd. 4.  
 Phone number: +36 76 501 500  
 Fax: +36 501 538

Reconciliation Body of County Borsod-Abaúj-Zemplén  
 Chamber of Commerce and Industry of County Borsod-Abaúj-Zemplén  
 3525 Miskolc, Szentpáli str. 1.  
 Phone number: +36 46 501 091, +36 46 501 870  
 Fax: +36 46 501 099

Reconciliation Body of County Békés  
 Chamber of Commerce and Industry of County Békés  
 5600 Békéscsaba, Penza housing estate 5.  
 Phone number: +36 66 324 976, +36 66 446 354  
 Fax: +36 66 324 976

Reconciliation Body of Budapest  
 Chamber of Commerce and Industry of Budapest  
 Correspondence address: 1253 Budapest, P.O. Box 10  
 1016 Budapest, Krisztina bvd. 99.  
 Phone number: +36 1 488 2131, Fax: +36 1 488 2186

Reconciliation Body of County Csongrád  
Chamber of Commerce and Industry of County Csongrád  
6721 Szeged, Párizsi bvd. 8-12.  
Phone number: +36 62 426 343  
Fax: +36 62 426 149

Reconciliation Body of County Fejér  
Chamber of Commerce and Industry of County Fejér  
8000 Székesfehérvár, Hosszúséta square 4-6.  
Phone number: +36 22 510 310  
Fax: +36 22 510 312

Reconciliation Body of County Győr-Moson-Sopron  
Chamber of Commerce and Industry of County Győr-Moson-Sopron  
9021 Győr, Szent István str. 10/a.  
Phone number: +36 96 520 202, +36 96 520 217  
Fax: +36 96 520 218

Reconciliation Body of County Hajdú-Bihar  
Chamber of Commerce and Industry of County Hajdú-Bihar  
4025 Debrecen, Petőfi square 10.  
Phone number: +36 52 500 749  
Fax: +36 52 500 720

Reconciliation Body of County Heves  
Chamber of Commerce and Industry of County Heves  
3300 Eger, Faiskola str 15.  
Correspondence: 3301 Eger, P.O. Box 440.  
Phone number: +36 36 416 660/105  
Fax: +36 36 323 615

Reconciliation Body of County Jász-Nagykun-Szolnok  
Chamber of Commerce and Industry of County Jász-Nagykun-Szolnok  
5000 Szolnok, Verseghy park 8.  
Phone number: +36 56 510 610/614, 620  
Fax: +36 56 370 005

Reconciliation Body of County Komárom-Esztergom  
Chamber of Commerce and Industry of County Komárom-Esztergom  
2800 Tatabánya, Fő square 36.  
Phone number: +36 34 513 010  
Fax: +36 34 316 259

Reconciliation Body of County Nógrád  
Chamber of Commerce and Industry of County Nógrád  
3100 Salgótarján, Alkotmány str. 9/a.  
Phone number: +36 32 520 860  
Fax: +36 32 520 862

Reconciliation Body of County Pécs-Baranya  
Chamber of Commerce and Industry of County Pécs-Baranya  
7625 Pécs, Majorossy str. 36.  
Phone number: +36 72 507 154  
Fax: +36 72 507 152

Reconciliation Body of County Pest  
Chamber of Commerce and Industry of County Pest  
Correspondence address: 1364 Budapest, P.O. Box 81  
1119 Budapest, Etele str. 59-61.  
Phone number: +36 1 269 0703

Reconciliation Body of County Somogy  
Chamber of Commerce and Industry of County Somogy  
7400 Kaposvár, Anna str. 6.  
Phone number: +36 82 501 000  
Fax: +36 82 501 046

Reconciliation Body of County Szabolcs-Szatmár-Bereg  
Chamber of Commerce and Industry of County Szabolcs-Szatmár-Bereg  
4400 Nyíregyháza, Széchenyi str. 2.  
Phone number: +36 42 311 544, +36 42 420 180  
Fax: +36 311 750

Reconciliation Body of County Tolna  
Chamber of Commerce and Industry of County Tolna  
7100 Szekszárd, Arany J. str. 23-25.  
Phone number: +36 74 411 661  
Fax: +36 74 411 456

Reconciliation Body of County Vas  
Chamber of Commerce and Industry of County Vas  
9700 Szombathely, Honvéd square 2.  
Phone number: +36 94 312 356  
Fax: +36 94 316 936

Reconciliation Body of County Veszprém  
Chamber of Commerce and Industry of County Veszprém  
8200 Veszprém, Budapest road 3.  
Phone number: +36 88 429 008  
Fax: +36 88 412 150

Reconciliation Body of County Zala  
Chamber of Commerce and Industry of County Zala  
8900 Zalaegerszeg, Petőfi str. 24.  
Phone number: +36 92 550 513  
Fax: +36 92 550 525