



BT Limited Magyarországi Fióktelepe

Data Privacy and Data Security Information

Effective date: 30 September 2012

1. The Service Provider

Full name of the service provider:	BT Limited Magyarországi Fióktelepe ("Service Provider")
Registered seat of the Service Provider (customer service centre):	1117 Budapest, Budafoki út 91-93.
Company registration number of the Service Provider:	01-17-000070
Data Privacy Registration Number of the Service Provider:	04151-0001

2. This Data Privacy and Data Security Information ("Information")

2.1 Purpose and Scope of the Information

This Information is prepared pursuant to Section 3 of the Decree No. 4/2012. (I. 24.) of the NMHH ("**E-Privacy Decree**"). The Service Provider provides services only for B2B subscribers (in Hungarian: „üzleti előfizető”) ("**Customers**"). "B2B Customers" shall include all enterprises (including individual enterprises) and organizations which obtain the electronic communications services as part of their economic or business activities or as part of activities set out in their deed of foundation or law. As a result, the scope of the personal data processed by the Service Provider includes (i) the personal data of Customers' personnel as set out in Section 3 ("**Customer Data**") and the personal data of other contracting parties' (e.g. suppliers, vendors) personnel as set out in Section 3 ("**Supplier Data**") (the Customer Data and the Supplier Data together: "**Personal Data**").

2.2 Availability of this Information

This Information shall be available at the customer service centre referred to in Clause 1 above and on the following website: <http://www.globalservices.bt.com/location/hungary>

3. The Personal Data

- (a) The Personal Data which may be processed by the Service Provider are the following: name, telephone number, fax number and e-mail address of Customer's and Supplier's personnel, in particular, those of Customer's and Supplier's contact persons. The Service Provider will only process the Personal Data to the extent necessary to deliver the Services or in accordance with the instructions of the Customer or the Supplier (as applicable).
- (b) The time period for which the Service Provider keeps information varies according to what the information is used for. In some cases, there are legal requirements to keep data for a minimum period. Unless there is a specific legal requirement for the Service Provider to keep the information, the Service Provider will retain it for no longer than is necessary for the purposes for which the data was collected or for which it is to be further processed.
- (c) For the Service Provider to perform the services and/or provide the products of the Service Provider and/or to exercise its rights and perform its obligations vis-à-vis the Supplier Personal Data will reside on internal BT systems and databases in a variety of countries worldwide. Personal Data: (i) hosted on the Customer's behalf will be held at a location set out in the Service

Schedule and/or Service Annex of the relevant BT Subscription Agreement; (ii) may be held on systems and databases used by BT help desks, service desks and/or network management centres used for providing the service and the products of the Service Provider and/or used for billing, sales, technical, commercial and/or procurement purposes. Such Personal Data may be located, hosted or managed and access worldwide; (iii) may be transferred by the Service Provider to a subcontractor or supplier to the extent necessary to allow that subcontractor or supplier to perform its obligations in respect of the service and/or the products of the Service Provider. The Service Provider may transmit such Personal Data to the country or countries where the subcontractor or supplier will perform the services.

- (d) The Customer is the controller and the Service Provider is the processor in respect of any personal data contained in the Customer Data and processed by the Service Provider under the voluntary consent provided by the Customer upon signing the BT Subscription Agreement. The Customer shall provide sufficient notice to, and obtain sufficient consent and authorisation, under applicable laws, from the data subjects to permit the processing of the personal data by the Customer and the Service Provider, their respective affiliates and BT parties as contemplated by the BT Subscription Agreement.
- (e) The Customer Data can also be processed in accordance with the provisions of Act C of 2003 on Electronic Communications (“**Eht.**”) and the E-Privacy Decree.
- (f) The purpose of the processing the Customer Data is to enable the Service Provider to perform the services and/or provide the products of the Service Provider under the BT Subscription Agreement. The purpose of the processing the Contractor Data is to enable the Service Provider to exercise its rights and perform its obligations vis-à-vis the Supplier under the relevant agreement.
- (g) The internal data privacy officer of the Service Provider is Miklós Orbán, lawyer, who can be contacted at miklos.orban@bt.com or + 36 1 777 0000.
- (h) The employees, members and contracting parties of the Service Provider shall keep in confidence all confidential information obtained under or in connection with the BT Subscription Agreement or the relevant agreement with the Supplier (as applicable) pursuant to the relevant confidentiality obligations agreed in the BT Subscription Agreement or in the relevant agreement with the Supplier (as applicable).

4. Security risks

- 4.1 Pursuant to Section 156 (10) of the Eht., in case of a particular risk of a breach of network integrity and the security of services that may remain in spite of the technical and organizational measures taken, the Service Provider must inform the Customers concerning such risk and of the measures the Customers may take to enhance the level of protection. The information shall be provided through the customer service and website of the Service Provider.
- 4.2 Pursuant to Section 156 (11) of the Eht., in case of the occurrence of an event effecting or jeopardizing network integrity or the security of services, where a previously unknown risk of a breach of security appears in consequence, the Service Provider shall - at least through its customer service and website - promptly inform the Customers concerning such risk, and of the measures the Customers may take to enhance the level of protection, and the estimated costs involved. The Service Provider shall provide this information to the Customers free of charge. The requirement to inform Customers of particular security risks does not discharge the Service Provider from the obligation to take appropriate and immediate measures to restore the integrity of its network and the normal security level of the service.