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Judgment of the Court in Case C-514/24 | Magyar Telekom

Telecommunications: A subscriber may terminate a contract for internet access, without costs, where modification is made in order to comply with a decision of the Court of Justice

As that modification is not directly required by EU law, the exception to the right to terminate without costs does not apply

In judgments delivered in 2020¹ and 2021,² the Court of Justice interpreted EU law³ as precluding 'zero tariff'⁴ clauses in contracts for internet access. Following those judgments, the Hungarian media and communications authority required providers of electronic communication services to modify their subscription contracts containing those clauses. Under EU law,⁵ end-users have the right to terminate their contract without incurring any further costs where the provider propose to modify it, except in certain cases, notably where the modification is directly imposed by EU law or national law.

Magyar Telekom, an Hungarian undertaking which operates in the information and communications technology sector, challenged, before the Hungarian courts, a decision relating to it taken by the national authority. The undertaking considers that the exception to the right to terminate contracts without further costs applies not only where those modifications are directly imposed by the legislative acts of the European Union or of a Member State, but also by EU law or national law understood in a wider sense.

Hearing the case, **the Hungarian Supreme Court** asks the Court of Justice whether an end-user may terminate a contract, without costs, when the provider proposes to modify it in order to comply with (i) an interpretation of a provision of EU law given by the Court of Justice, (ii) guidelines of the Body of European Regulators for Electronic Communications (BEREC) which follow from it, or (iii) a decision taken by a national authority giving effect to that ruling and those guidelines.

The Court answers those questions in the affirmative.

The exception to the right to terminate without costs must be interpreted strictly, in accordance with the general objective of ensuring a high common level of protection for end-users. It **applies solely where the modifications** of the contractual conditions **are directly and strictly imposed by the entry into force or the modification of a legislative or regulatory act** of EU law or of national law.

An interpretation given by the Court in a preliminary ruling clarifies and defines the meaning and scope of that rule as it must be, or ought to have been, understood and applied from the time of its coming into force. In other words, a preliminary ruling **is purely declaratory and does not create or alter the law, and it takes effect from the date on which the rule interpreted entered into force**. It therefore cannot be regarded as an amendment to a legislative or regulatory act of EU law.

BEREC ensures the consistent implementation of the regulatory framework for electronic communications. However, its **acts are not legally binding and do not form part of a process of developing EU legislation on electronic communications**. Thus, its guidelines cannot be regarded as directly requiring a provider of electronic communications

services to modify its contractual conditions.

Lastly, the Court held that **a decision of a national authority is also not of a legislative nature** since, in adopting it, the authority merely interprets and applies that provision, which is part of the EU legislation on electronic communications, to a particular case.

NOTE: A reference for a preliminary ruling allows the courts and tribunals of the Member States, in disputes which have been brought before them, to refer questions to the Court of Justice about the interpretation of EU law or the validity of an EU act. The Court of Justice does not decide the dispute itself. It is for the national court or tribunal to dispose of the case in accordance with the Court's decision, which is similarly binding on other national courts or tribunals before which a similar issue is raised.

Unofficial document for media use, not binding on the Court of Justice.

The full [text and, as the case may be, an abstract](#) of the judgment is published on the CURIA website on the day of delivery.

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¹ Judgment of 5 September 2020, *Telenor Magyarország*, [C-807/18 and C-39/19](#) (See also Press Release No [106/20](#)).

² Judgments of 2 September 2021, *Vodafone*, [C-854/19](#), *Vodafone*, [C-5/20](#), and *Telekom Deutschland*, [C-34/20](#) (See also Press Release No [145/21](#)).

³ Article 3(3) of [Regulation \(EU\) 2015/2120](#) of the European Parliament and of the Council of 25 November 2015 laying down measures concerning open internet access and amending Directive 2002/22/EC on universal service and users' rights relating to electronic communications networks and services and Regulation (EU) No 531/2012 on roaming on public mobile communications networks within the Union.

⁴ The 'zero tariff' option is a commercial practice by which the provider of internet service allows the customer to have access to certain applications without the data traffic generated by their use being deducted from the volume of data contractually provided for.

⁵ The first subparagraph of Article 105(4) of [Directive \(EU\) 2018/1972](#) of the European Parliament and of the Council of 11 December 2018 establishing the European Electronic Communications Code.