



## **Special Terms and Conditions of the Broadband Telephony Service**

The Broadband Telephony Service is subject to the present Special Terms which are part of Cyta's General Agreement for new & existing customers:

**1** These terms are complementary to the General Agreement of the provision of Electronic Communications services and along with the General Agreement will govern the CYTA Broadband Telephony services.

### **2 DEFINITIONS**

" **DSL Modem** " means the terminal equipment provided by Cyta for the provision of broadband telephony services in accordance to the Special Terms of DSL Access Service or Internet with/without Equipment.

" **Service Modem** " means the terminal equipment provided by Cyta for the provision of Broadband Telephony service.

"**Network**" means the public packet-switched Cyta network.

"**IP videophone**" means the equipment used by the Subscriber to make voice and videocalls.

"**Equipment**" means the IP Phone and /or Videophone or analog phone bought by the customer.

"**Access Codes**" means the credentials (Username and password) used by the Subscriber to access the Service Portal.

"**SIP Credentials**" means the credentials that will be used by the Subscriber to connect the devices he/she will use to access the Service.

"**CYTA Communicator Softphone Client** " means the softphone client that the subscriber needs to install on his/her PC in order to make and receive voice and videocalls.

"**Portal**" means the service website [www.cyta.com.cy](http://www.cyta.com.cy) through which the Subscriber can manage its Broadband Telephony service.

"**Subscriber**" means any party in with Electronic Communications contract other than Cyta.

" **IP Phone** " means the equipment used by the Subscriber to make calls using an IP interface.

"**Service**" means the Broadband Telephony service which offers the subscribers the ability to make & receive voice and videocalls as well as use other facilities through Cyta's network.

"**DSL Access Service** " means the DSL Access Service (previously i-choice) of Cyta which offers to the subscribers access to the broadband network of Cyta through existing or new independent PSTN line or single copper line that is governed by relevant Special Terms.

"**Internet Service** " means the Internet Service of Cyta that offers Internet Access to residential and business customers via the Cyta broadband network. The provision of the service requires a PSTN line or copper line and is governed by relevant Special Terms.

"**Analog Terminal Adapters (ATA)**" means the equipment used to connect analog telephones.

"**Connection Equipment for the Telephone Numbers**" means the equipment used for the connection of telephone numbers at the Subscriber's premises. The connection can be done either at the Service Modem or at an Analog Terminal Adapter (ATA) and/or at a Layer 2 Switch.

" **Ethernet Service** " means the Cyta Ethernet business connectivity service which offers the subscribers access to the Cyta broadband network.

### **3.1 DESCRIPTION OF THE BROADBAND TELEPHONY HOME SERVICE**

The Broadband Telephony Home service offers up to four (4) different telephone numbers that can be used for voice and videocalls. The Service addresses only to natural persons. The service offers additionally, a number of telephony facilities that can be managed by the Subscriber through the Service Portal.

The numbers provided can be activated:

1. via the two analog outputs on the service modem using fixed analog device (wired or DECT),
2. using an IP phone, that can be purchased from Cytashop and be paid in monthly installments. IP Phones purchased from any other store must meet the specifications published by Cyta so as to enable proper functionality of the Service,
3. for calls made from the PC by using the Cyta Softphone. The Subscriber can download the software from the Portal,
4. for calls from IP videophone that can be purchased from Cytashop, and paid in monthly installments. IP videophones purchased from any other store must meet the specifications published by Cyta so as to enable proper functionality of the Service,

The connection of telephone numbers at the analog ports of the Service modem is done automatically through the Cyta Service provisioning system. The connection of IP videophone and/or IP phone requires manual entry of the sip credentials either by a Cyta's employe or by the Subscriber.

Videocalls can be done either using an IP videophone, from a computer or via the Cyta Softphone. It is noted that currently at this stage, videocalls are available only between the BBT Service Subscribers.

The facilities provided free of charge can be activated/deactivated through the Service's Portal for each telephone number. The facilities that are chargeable, require that the Subscriber contacts the Cyta Call Centre on 132 for their activation. Once activated the facilities can then be managed via the Service's Portal.

The Subscriber can use the service for up to four simultaneous telephone calls or for three telephone calls and one videocall. The subscriber can use the service for more than one videocall but the call quality is not guaranteed.

### **3.2 DESCRIPTION OF THE BROADBAND TELEPHONY BUSINESS SERVICE**

The Broadband Telephony Business Service offers the subscriber the facilities of a private PBX system via a Cyta special platform, as well as the ability to make international and national intra company calls. In addition the Service can be used with any type of telephone device i.e. IP phone, analog and mobile phones.

The connection of up to two (2) telephone numbers on the analog outputs of Service Modem is done automatically via the provisioning system of the Service. The programming of the telephone numbers at the analog outputs of the Analog Terminal Adapter (ATA) can be done automatically or by a Cyta technician. Programming of the phone numbers on an IP Phone can be done either by a Cyta technician, or by the Subscriber.

The telephone facilities provided free of charge can be activated and deactivated by the Subscriber through the Portal for each telephone number. For the chargeable telephony facilities, the Subscriber should initially contact their Cyta business advisor to activate the facility and then they can manage the facility via the Portal.

Calls between telephone numbers of the same subscriber that are registered in the Service are free of charge, while the rest of the subscriber calls are charged according to the fixed telephone service pack of the Subscriber.

The Subscriber can use the Service to conduct simultaneous voice calls according to the number of simultaneous conversations the Subscriber has selected and the capacity of the DSL Access Service or the Ethernet Service the Subscriber has at the premises where the service is provided. The Subscriber may program up to two devices with the same telephone number. Noted that in such a case, the devices ring simultaneously and the first to be answered will activate the call.

The management and configuration of the Service can be done electronically via the Portal.

#### **4 SERVICE PORVISION**

**4.** For the provision of the service, a DSL Access connection or an Internet or Ethernet service of Cyta is required. The provision of Broadband Telephony service is limited to one product per Service DSL Access or Internet. For the provision of the service, the DSL modem will be replaced with the Modem Service. The Service is not provided on ISDN line.

**4.2** Cyta will provide the Subscriber with an electronic manual with instructions for activation of the Service by the Subscriber.

**4.3** Cyta will not have any responsibility for occasional inaccessibility or poor quality. The Service may be interrupted in case of termination of DSL Access Service or Internet service or Ethernet service.

#### **5 CYTA'S OBLIGATIONS**

**5.1** Cyta shall install and maintain the Modem service at the Subscriber's premises and provide the Service, according to the Telecommunications Service Law and the relevant Regulations which form part of these terms and conditions.

**5.2** Cyta is not obliged to adjust the equipment of the Subscriber beyond the Modem service (eg electronic computer). The obligation of Cyta is only to activate and confirm the proper operation of the Service until the Modems Service.

**5.3** Cyta has the responsibility to maintain the Service Modem and the equipment for connection of Telephone Numbers, which will remain property of Cyta. Cyta's obligation for maintenance includes setting of the Modem Service and Connection Equipment of the Telephone Numbers and/or correction or replacement of any malfunctions occurring, as long as the failure occurs from normal tear and wear. If the failure is not caused by reasonable tear and wear and the Service Modem or the equipment for connection of Telephone Numbers needs to be replaced, the Customer shall compensate Cyta with the cost of the equipment replaced, the materials and labor needed and these will be charged on his monthly bill .

**5.4** Cyta shall not be liable for any equipment bought by the Subscriber by third parties for the use of the Service. Cyta's responsibility regarding the equipment bought by the Subscriber by Cyta for the use of the Service is subject to the sale conditions of terminals and not in these terms.

**5.5** Cyta may interrupt the Service for maintenance purposes, correction of failures or quality control, without effect to the obligation of Subscriber to pay the Service fees, which remains use altered.

**5.6** Cyta allows the Subscriber to make emergency calls via the Service . In case of use of the service outside Subscriber's premises, the Subscriber's location information sent to the police will be based at the service installation and may be inaccurate . In case of a power failure, the service will be interrupted and the Subscriber must use his analog connection, if he has one, or other means to make emergency calls.

**5.7** If the Subscriber makes an emergency call to numbers 112 and/or 199 via the Service while he/she is abroad, the call will be routed to the relevant authorities in Cyprus responsible for handling emergency calls and not to the country that the Subscriber is located at.

**5.8** The Service can be used nomadic (except permanent address of the Subscriber), but not for permanate use outside the geographical area of the phone number. In case of permanently use of the number outside the geographical area for which the geographic number was assigned, Cyta reserves the right to terminate permanently and/or temporarily suspend the provision of the Service.

#### **6 SUBSCRIBER'S OBLIGATIONS**

**6.1** The Subscriber shall give access to his premises to Cyta's staff that will install the Service Modem. In case that Cyta's staff have to cross or enter into third party premises to install the Service, the Subscriber shall be obliged to obtain the third party's consent.

**6.2** The Subscriber is responsible for the security of the Password and Sip Credentials and in case of their loss he must immediately notify Cyta (on 132 or 80000197). The Subscriber understands that in case of loss of Password or Sip Credentials or disclosure to third parties, these codes will be used by third parties to make calls and all charges will be borne by the Subscriber.

#### **7 LIMITATION OF LIABILITY**

**7.1** The parties acknowledge that the Service is provided on "as is" basis and that it is possible that interruptions or degradation of its quality or disturbance of the Service may be caused by electrical or mechanical failures or any other cause. In such a case, Cyta's liability shall be limited to exercising reasonable efforts to restore the Service as soon as possible.

**7.2** Cyta shall not be liable for any changes in the layout of subscriber's premises due to the installation of the modem and the Service.

**7.3** Cyta shall not be liable for occasional access failure or unsatisfactory quality or speed. The Service is terminated in case of termination of DSL Access Service Internet Service or Ethernet Service.

## **8 PROHIBITIONS**

The Service and any information provided or exchanged must comply with the Telecommunications and Postal Regulation Act and the Telecommunications Service Regulations. Without prejudice to the generality of these terms, the Subscriber shall not commit any acts which:

- a. endanger public security and/or public order and/or are contrary to the Laws or public morals,
- b. cause disturbance to individuals,
- c. commit the use of telecommunications means in a way not concurrent to their purpose,
- d. are contrary to the Law or omit anything which the Law requires,
- e. constitute a criminal offence or encourage the commission of a criminal offence.
- f. constitute a civil offence against any individual or encourage the commission of a civil offence,
- g. are indecent or encourage indecent behaviour or are of erotic nature or content,
- h. insult the faith and/or principles and/or the religious beliefs of any person,
- i. interfere with individual's constitutional rights,
- j. prejudice CYTA's good name,
- k. promote or express racial, sexual or other discriminations,
- l. refer to activities of well known persons or imply specific persons without naming them, without their written permission or interfere with the personal life of any individual,
- m. encourage any person to engage in dangerous activities or to use dangerous substances.

## **9 INDEMNITY**

**9.1** The subscriber shall indemnify and hold Cyta harmless from and against all suits or claims, including legal fees, that may be brought against it by third parties (including legal fees) resulting from any cause of suit related to the use of the services or otherwise from the use of service software from the Subscriber.

Provided that in any such case Cyta shall notify the subscriber for the suit or claim and shall give the subscriber any opportunity and assistance for the defence of such suit or claim and shall not make an admission or compromise or any other act that may prejudice such defence without the approval of the subscriber unless the subscriber fails to defend such suit or claim within fifteen (15) days from the date on which he is notified of any such suit or claim.

**9.2** Cyta shall not be liable for any direct, indirect, exemplary, consequential or punitive damages, for the loss of profits or reputation or any other damage that may be suffered by the Subscriber due to interruption or downgrade of quality or disturbance of the Service or inability of Cyta to restore the Service.

**9.3** Neither party shall be liable for breach of contract or tort of the Agreement for any indirect or consequential damages, losses or any damage including without limitation loss of revenues, profits, employment or business.

**9.4** Cyta is not aware of the purposes that the Subscriber uses the Services and therefore, except to the extent expressly provided in this Agreement, Cyta has not made and will not be deemed made any representations or given any guarantees quality merchantable quality or fitness for purpose of speed or another whether arising by law or implied as a term or otherwise.

**9.5** Cyta may interrupt the provision of the Service and seek legal compensation, if in its sole discretion violated any laws and/or regulations of these Special Terms.

## **10 MISCELLANEOUS**

**10.1** The Service and the Software Service contains information that are protected by the laws on copyright, trademarks, service marks, patents or other rights.

**10.2** The Subscribers/users are not allowed to copy, reproduce or distribute in any way the content of the Service or to create any products resulting from the content of the Service, without Cyta's consent or any publisher of the content.

**10.3** Upon termination of these terms or upon termination of the Service, the Subscriber shall be liable to compensate Cyta for the rest value of the equipment and will be charged at the next monthly bill.

**10.4** In case of temporary termination of the service by the Subscriber, the termination time must not exceed six (6) months from date of Service disconnection.

**10.5** Cyta shall inform the Subscriber at least one (1) month before the date of application of any proposed new tariffs or for any proposed amendment to the Special Terms with regard to the proposed amendment and the right of the Subscriber to terminate the Service without paying the termination fee in case he/she does not accept the said amendment.

**10.6** The Subscriber has the right to terminate the Service, without paying the termination fee if he doesn't accept the said amendment of the Special Terms by Cyta.