



GENERAL AGREEMENT FOR THE PROVISION OF ELECTRONIC COMMUNICATION SERVICES

AGREEMENT NUMBER:

This Agreement made between the Cyprus Telecommunications Authority, of Telecommunications Street, P.O.B.24929, 1396 Nicosia, (hereinafter "Cyta") and the Subscriber referred to hereunder, witnesses as follows:

Cyta, in consideration for the payment of (1) Euro, payable with the first bill, will provide to the Subscriber, the electronic services contained in this General Agreement and Special Terms of Services, provided that the Subscriber pays all fees and other charges in force for the time being, for the use of the services.

SUBSCRIBER'S DETAILS

Identity Card Number/Registration Number

Postal Address (for Accounts)

.....

.....

CONTRACTING PARTIES

The Subscriber

Name of Subscriber

Signature Date

IF SIGNED BY AN AUTHORISED REPRESENTATIVE OF THE SUBSCRIBER:

Full Name of Signatory

Signatory's capacity Identity Card Number

For the Cyprus Telecommunications Authority

Employee's name Employee's number

Signature Date

(Stamp Duty paid)

This booklet contains the Special Terms for certain services provided by Cyta.

GENERAL TERMS

1. SCOPE OF THE AGREEMENT

1.1 This General Agreement defines the framework which will govern the provision of Services to the Subscriber by Cyta and shall apply to the Services already provided to the Subscriber and any additional Services which may be provided to the Subscriber in the future, as described in clause 4 below.

1.2 This General Agreement and the Services provided under it shall be regulated and shall be provided in accordance with the Regulation of Electronic Communications and Postal Services Law 112(I)/2004, the Regulations or Orders for the time being and from time to time in force, and the Telecommunications Services Law (Cap.302) and the Telecommunications Regulations made under it and any amendments or additions thereof from time to time.

2. CYTA'S OBLIGATIONS

2.1 Cyta shall provide itemized bills to the Subscriber when so requested, in accordance to applicable procedures.

2.2 Cyta shall provide to the Subscriber summary bills (in printed and/or electronic form), either unified for all services, or separate ones for each Service, upon the Subscriber's request.

2.3 Cyta shall inform the Subscriber in writing regarding the Services tariffs, including any discount schemes, through the post and/or through leaflets at cytashops and/or through press releases, as well as through the Cyta Call Center 132 and Cyta's website www.cyta.com.cy.

2.4 Cyta shall provide the Subscriber with additional Services when so requested, provided that this is technically feasible and financially viable.

2.5 Cyta shall provide to the Subscriber call barring services if available, depending on the Service, upon a request.

2.6 Cyta shall provide to the Subscriber the ability to dispute his/her bills and/or submit any other complaints and shall investigate any disputes or complaints in accordance with applicable legislation.

2.7 Cyta shall provide the Services to the Subscriber in the same manner and under the same or relevant terms as these are provided to other subscribers and in accordance with the legislation in force and the relevant secondary legislation.

2.8 Subject to the provisions of clause 13.5 below, Cyta shall give at least one month's notice to the Subscriber regarding any changes to the tariffs and charges prior to their implementation, especially when such changes result in an increase.

2.9 Cyta shall be obliged to take all relevant technical and administrative measures in order to safeguard the security of its networks and services, at a level proportional to the risk, taking into account the cost for installing such security systems and the most recent technical capabilities. In the event there is a risk of a network security breach, Cyta shall notify the Subscriber of the said risk and of all possible prevention measures, including the relevant cost.

2.10 Cyta shall take all necessary measures for the protection of the confidentiality of communications and the lawful use of the Subscriber's personal data.

3. SUBSCRIBER'S OBLIGATIONS

3.1 The Subscriber shall provide a suitable space, where this is required for the installation of his/her connection and shall be responsible for the safety of his/her connection. The Subscriber is obliged to specify and to prepare the space where the Services are to be connected and to install the relevant infrastructure at the premises where the Services are to be connected.

3.2 The Subscriber shall comply with the Regulation of Electronic Communications and Postal Services Law, the Telecommunications Service Law and the relevant secondary legislation.

3.3 The Subscriber shall provide the terminal equipment to be used for the Services, unless otherwise specified by the Special Terms for the provision of the Services.

3.4 The Subscriber shall maintain the terminal equipment in a good and operational order and condition and shall inform Cyta as soon as an interruption or fault or malfunction in the Services is identified.

3.5 The Subscriber shall only use approved terminal equipment which complies with the Telecommunications Terminal Equipment (Telecommunications) Regulations of 2003 (Regulation 322/2003) as these are amended or replaced and any other applicable legislation in force for the time being, regulations, order or decision to this effect.

3.6 The Subscriber shall ensure that the Services are only used by him/her or persons authorized by him/her.

3.7 The Subscriber shall report to Cyta any fault in the provision of the Services provided to him/her.

3.8 The Subscriber shall not cause any interference or take any actions which may endanger the network integrity or the quality of the Services provided by Cyta.

3.9 The Subscriber shall not use the Services provided for illegal purposes.

3.10 The Subscriber shall provide access to Cyta's personnel for the installation and/or connection of the Service and/or for the restoration of faults or the inspection of terminal equipment and shall specify the exact location of covered points of installations on his/her premises (electricity, water, etc.) in order to prevent their damage and any adverse effect on the electronic communications network. The Subscriber shall be responsible for the safety of Cyta's personnel and shall specify the risks to Cyta's personnel.

3.11 The Subscriber shall settle Cyta's monthly bills when due, and shall comply with all the terms of the General Agreement and the Special Terms. In the event of failure to settle a bill, the procedure for non-payment of bills shall apply, as specified in the Special Terms for the provision of the Services.

3.12 The Subscriber shall also be obliged to settle the Services fees in the case of illegal use of his/her telephone connection by third parties, who in such a case, shall be jointly liable with him/her to pay the Services Tariffs.

3.13 The Subscriber shall notify Cyta immediately whenever he/she abandons possession and/or control and/or ownership of any premises where the connection has been installed.

3.14 The Subscriber shall notify Cyta immediately in the event of a change in his/her personal details and or personal data.

3.15 The Subscriber shall use the Services in a manner which shall not endanger the security of the State or Public Order or in a manner which is contrary to the laws or public morals.

3.16 The Subscriber shall use the Services in a way that shall not disturb, harass or threaten other persons and shall not behave in a hostile manner to Cyta's employees when exercising their duties.

3.17 The Subscriber shall not arbitrarily interfere with the telephone connections or the installations, and shall not act in a way which may cause disorders to the telephone communications.

3.18 The Subscriber shall not use the electronic communications facilities in a manner which is contrary to their intended purpose.

3.19 The Subscriber guarantees the truth of the information and the details provided to Cyta from time to time and shall fully indemnify and shall hold Cyta harmless against any lawsuit or action or a third Party claim for any act or omission caused or based or derived from false or negligent information or representations or statements made by the Subscriber.

3.20 The Subscriber shall pay immediately, when so requested by Cyta, the actual expenses for the repair, renewal or replacement of any part of the telephone connection within the premises in his/her possession, if he/she wishes the repair, renewal or replacement of his/her connection or in case the part of the telephone connection concerned is damaged due to any cause whatsoever.

4. SERVICES PROVIDED

4.1 This General Agreement and the Special Terms of Services shall apply for all Services already provided and for all additional services which may be provided to the Subscriber in the future.

4.2 The provision of certain Services, as they are specified by Cyta from time to time, shall be possible upon a request via telephone or facsimile (fax) or the internet or a letter and in such a case the Subscriber is obliged to state his/her identity card number or the customer number and the connection charges and subscription shall be charged in the first bill for the Service for which the application is made.

4.3 Cyta is not obliged to satisfy all of the Subscriber's demands concerning additional Services or the replacement, amendment or transfer of the Services provided under this General Agreement or any additional Services.

4.4 Cyta reserves its right to suspend or to terminate the provision of any Service in general, upon giving notice to this effect to the Subscriber.

5. INITIAL CONNECTION TIME

The initial connection time for each Service, where applicable, is specified in the Special Terms of each Service.

6. CHARGES - BILLING - DISPUTES

6.1 The applicable tariffs for the Services are the tariffs notified to the Subscriber from time to time and are those published at Cyta's website www.cyta.com.cy, details of which the Subscriber may obtain from cytashops and the telephone service 132 (Cyta Call Center). Subject to the provisions of clause 13.5 below, the tariffs for Services are published by Cyta one month prior to the date of application.

6.2 The subscription and connection charges shall be charged on the Subscriber's first bill, which is sent after the provision of the Service and shall be payable by the due date for the first bill. Provided that if the Subscriber selects prepaid electronic communication service products, the subscription and the connection charges shall be paid in advance.

6.3 The bills shall cover the call charges, the subscription and other charges made during the month prior to the month when the bills are sent, and shall be payable by the due date stated in the bill.

6.4 In case a bill is not settled by the Subscriber within the fixed time limit, Cyta shall be entitled to terminate the Service which has not been settled and to terminate the General Agreement, in accordance to the provisions of clauses 10 and 11 below, subject to any Special Terms of Services, as well as to any procedures provided in the electronic communications legislation.

6.5 If a Cyta bill or any part thereof is not settled by the last day on which it is due, Cyta is entitled to charge interest based on the Central Bank of Cyprus official interest rate plus 1,5% per annum from the date it became due and without prejudice to the right of Cyta to terminate the Service or this General Agreement.

6.6 The Subscriber shall be entitled to dispute the accuracy of the charges in his/her bill within twenty one (21) days from the day when the bill becomes due. In such a case, Cyta shall conduct a relevant investigation and if it is established that the charge is correct, the Subscriber's next bill shall be charged with an additional fee for the investigation. If it is established that the charge was incorrect the Subscriber shall not incur any additional fee for the investigation. No dispute regarding the accuracy of the bills shall be possible after the expiry of the twenty one (21) days.

6.7 Cyta may, at its own discretion or upon an application by the Subscriber to this effect, issue an interim bill in the event of a sharp increase in the Subscriber's charges. The interim bill shall be payable within fifteen (15) days from the date of its issue.

6.8 Cyta may notify the Subscriber in case an unusual use of his/her telephone line is observed.

6.9 In case the Subscriber wishes to have an itemized bill for the services provided to him/her by Cyta (in a printed and/or electronic form) he/she must declare in writing in his/her application that the users have been informed in the appropriate manner

for the dispatch of the itemised bills to the Subscriber and, should the Subscriber select a Cyta itemised bill product without the three (3) last digits of the called numbers being hidden, he/she is obliged to declare in writing on the relevant application that the users have expressly and specifically consented to the disclosure of all the digits of the called numbers and to attach the users' relevant consent to the application for the provision of the itemised bills to the Subscriber.

6.10 The Subscriber may receive information on Cyta services including billing and charging information, at any cytashops, from the Cyta Call Center 132, as well as from the Cyta website www.cyta.com.cy.

7. QUALITY OF SERVICE, TYPES OF MAINTENANCE AND INDEMNITY

7.1 Cyta shall make every reasonable effort to provide Services in accordance to the Special Terms of each Service. Whenever Cyta provides terminal equipment to the Subscriber, the maintenance provided by Cyta shall be defined in the Special Terms of Services.

7.2 Cyta shall make every effort to restore any faults and to restore the Service as soon as possible and in any case in accordance to the Special Terms of every Service.

7.3 Cyta shall operate a Call Center where the Subscriber may report faults.

7.4 H Cyta shall indemnify the Subscriber for any delay in the provision of the Service or the restoration of faults as provided in the Special Terms of every Service. The said indemnity shall be paid to the Subscriber by crediting it in his/her next monthly bill.

7.5 The remedies available to the Subscriber in the event of continual or regularly recurring deviation from the actual performance of internet access as regards speed or other quality parameters are specified in the Special Terms of the Service.

7.6 Cyta shall comply with the standards and/or specifications issued by the European Standardization Organisations (European Committee for Standardization (CEN), European Committee for Electrotechnical Standardization (CENELEC), European Telecommunications Standards Institute (ETSI) for the provision of services, technical interfaces and/or network operations, to the extent necessary to ensure the interoperability of services and to improve consumers' freedom to select. In the absence of such standards and/or specifications, Cyta implements international standards or recommendations approved by the International Telecommunications Union (ITU), the International Standards Organisation (ISO) or the International Electrotechnical Commission (IEC).

8 GUARANTEES

8.1 Cyta may, prior to the connection and/or during the provision of any Service, in its absolute discretion, require that the Subscriber provides satisfactory in Cyta's opinion, guarantee or guarantees, for the payment of the relevant bills and in the event that this guarantee is not provided, Cyta may refuse to provide or to continue to provide the Service.

8.2 In case of termination of a Service for which a guarantee was provided, the unused guarantee or unused part thereof accordingly, shall be returned without interest to the Subscriber, at the address or the account indicated by the Subscriber to Cyta in his/her application.

9 LIMITATION OF LIABILITY

9.1 Cyta shall not be liable for any personal injury or damage to property as a result of the termination of any electronic communications service which may be caused by an inevitable accident, reasonable wear and tear or the reasonable needs of the system itself or faulty installation not conducted by Cyta.

9.2 Unless and to the extent that it is expressly provided in this General Agreement or Special Terms of each Service, Cyta has not and shall not be considered to have made any representations or that it has given any guarantee for quality, and/or merchantability and/or suitability regarding any Service, whether provided by Law or otherwise implied as a term.

9.3 Cyta shall not be liable for any direct or indirect damage or loss of profits which the Subscriber may incur from any termination of any Service or distortion of its quality and Cyta's liability shall be limited to exert every effort to restore the Service within the time limits provided in the Special Terms of each Service.

9.4 Cyta's total maximum liability for any termination, fault or distortion to the quality of Service shall be limited to the damages provided in this General Agreement and Special Terms of Services in each case.

10 TERMINATION/SUSPENSION OF SERVICES

10.1 The Services may be terminated either temporarily or permanently by the Subscriber with one (1) month's notice to Cyta.

10.2 Cyta may terminate Services in case of non-payment of a bill, either immediately on the bill's due date or following prior notice to this effect as provided in the Special Terms of each Service.

10.3 Cyta may terminate a Service in the event of it being used in breach of the terms of this General Agreement or the Special Terms of the Service.

10.4 Cyta may terminate the Services temporarily for maintenance purposes and/or network upgrades or network restoration of faults and/or for purposes of scheduled works.

11 DURATION OF AGREEMENT - TERMINATION

11.1 The duration of the General Agreement shall be one (1) year from its signature and thereafter it will be automatically renewed on a monthly basis until any one of the Parties informs the other by registered letter that it is terminating the Agreement.

11.2 All terms of the General Agreement are material and breach of any one of the terms by any one of the Parties shall be considered as a material breach and shall give rise to the non-defaulting Party to terminate this agreement (subject to the provisions of clause 11.3 below) and or to claim damages and/or to claim any other and/or further relief, including specific performance where available.

11.3 Before any of the Parties hereto terminates this Agreement in accordance with the provisions of clause 11.2 hereinabove, such Party shall give the defaulting Party a notice in writing, in which the specific breach or breaches shall be mentioned, and the defaulting Party shall be required to remedy such breach within fifteen (15) days from the date of the dispatch of the notice in

writing. If, upon the expiry of such notice period any breach is not remedied, the non-defaulting Party shall, without prejudice to any of its rights, have the right to terminate the General Agreement forthwith by a written notice to the defaulting Party.

Further and without prejudice to the rights to terminate the General Agreement provided for in clause 11.2 hereinabove, either Party hereto may terminate this Agreement at any time, by giving notice in writing to the other Party with immediate effect on the occurrence of any of the following events:

(i) Bankruptcy or dissolution or commencement of bankruptcy proceedings or winding up proceedings or administration of property of a bankrupt by or against either Party hereto.

(ii) Execution of an assignment for the benefit of creditors or seeking relief by either Party hereto under the Bankruptcy Law or similar legislation in force for the time being or entering into liquidation or a composition scheme with creditors, or the initiation of any other similar procedure in consequence of debt.

(iii) If either Party hereto is guilty of willful misconduct or resorts to fraudulent practices in the execution of this Agreement.

11.4 The Subscriber may terminate the General Agreement at any time with one (1) month's notice.

11.5 Cyta may terminate the General Agreement with three (3) months' notice.

11.6 The General Agreement may be terminated by the Subscriber in the event that all Services are terminated, and if the Subscriber does not apply to Cyta to terminate it within two (2) months from the termination of all Services, the General Agreement shall be terminated automatically by Cyta.

12 CONFIDENTIALITY - DATA PROTECTION

12.1 Cyta shall take all necessary measures for maintaining the confidentiality of communications and for the protection of personal data in accordance with the legislation and the Regulations in force from time to time.

12.2 Cyta shall keep a filing system of the Subscribers' personal data for the purpose of providing electronic communications services, sending bills, notices regarding changes to tariffs or package discount offers, notifications regarding new services and for communication purposes with the Subscribers throughout the validity of their contract and is committed, in accordance to the legislation regarding personal data, to take all necessary measures to respect Subscribers' privacy.

12.3 Cyta shall use the Subscriber's personal data for the creation and publication of Telephone Directories in any form and description. The Subscriber shall have the right to request not to be included in the Telephone Directories Database.

Furthermore, Cyta is obliged to provide access to the Telephone Directories Database to other providers. The Subscriber may request not to be included in the database.

12.4 Cyta shall use the Subscriber's data only for the purpose for which they are provided.

12.5 Traffic and/or billing data shall be retained only for the period provided in the applicable Cyprus legislation.

12.6 The Subscribers may be informed about the categories of personal data that are being processed by Cyta, the processing undertaken by Cyta, their retention period and the Subscribers' rights act Cyta's Privacy Policy found at www.cyta.com.cy/privacy-policy and at any Cytashop.

13 AMENDMENTS

13.1 This General Agreement and/or Special Terms may be amended by Cyta with one (1) month's notice to the Subscriber, subject to the provisions of clauses 13.2, 13.3 and 13.4.

13.2 This General Agreement and/or the Special Terms may be amended by Cyta unilaterally for the purpose of complying with the legislation and Regulations in force from time to time, following directions or decisions or other acts of the Commissioner of Electronic Communications and Postal Regulations or another Governmental Authority or Department.

13.3 This General Agreement and/or the Special Terms may be amended by Cyta unilaterally in case of a material change which affects or is reasonably expected to affect the commercial or technical basis of the provision of the Service.

13.4 Cyta reserves the right to unilaterally amend the Services Tariffs and any other charges.

13.5 Cyta shall notify the Subscriber at least one (1) month before the date of application of any proposed new tariffs or for any proposed amendment to the General Agreement terms and/or the Special Terms with regard to such proposed amendment and concerning the right of the Subscriber to terminate the General Agreement without penalties where the said amendment is not accepted.

14 FORCE MAJEURE

14.1 Any delay to execute or failure to execute an obligation under this General Agreement by either Party, shall not be considered breach of Agreement if and for such time as the delay or failure is due to any events, accidents or acts beyond the reasonable control of the Party concerned, including, but not limited to, force majeure, acts or omissions of the Government or demands of a regulatory authority, natural disasters, epidemics, earthquakes, floods, fire, storm, torrential rain, cyclones, war, military acts or terrorist acts, revolts, military or civil uprisings, riots or political turmoil and (labour) disputes, strikes, industrial unrest, dismissals or lockouts, defaults or destruction of public services, mechanical or electrical or electronic faults or other events beyond the affected Party's control. Provided that the above shall apply if and when the affected Party has done whatever is reasonably possible with regard to the execution of its obligations in an alternative manner.

14.2 If any of the events, acts or incidents referred to in clause 14.1 hereinabove occurs, the affected Party shall notify the other in writing as soon as possible.

14.3 Any contractual terms or obligations, which are affected by the events, acts or incidents referred to in paragraph 14.1 hereinabove, shall be suspended for the duration of the force majeure and the timeframe for the execution thereof shall be

extended for a duration equal to the duration of the above events, acts or incidents.

14.4 If the execution of this Agreement, as a consequence of the events, acts or incidents referred to in paragraph 14.1 of this clause, is suspended for a period exceeding six (6) months, either Party may terminate the Agreement by written notice to the other Party to that effect.

15 CONFIDENTIALITY

15.1 The Parties hereto acknowledge and agree that all information, including without prejudice to the generality of this clause, every kind of information relating to the Subscribers and all financial and commercial information relating to the Parties, including without limitation the information relating to the Service and all the information exchanged by virtue of this Agreement, whether in oral, written, graphic, electronic, machine readable or other form, inventions, techniques, processes, devices, discoveries, improvements, upgrading and developments and any other intellectual property, hereinafter collectively referred to as "Confidential Information", disclosed or to be disclosed by either Party to the other Party or exchanged or to be exchanged between them, shall remain the property of the Party making such disclosure or effecting such exchange.

15.2 The Parties are obliged to keep all Confidential Information secret and confidential and not use or allow the use or copy or cause to be made copies of Confidential Information in whole or in part to any personnel who do not need to receive such information for the purposes of this Agreement.

15.3 The protection of any Confidential Information hereunder does not and shall not extend to any information which the Recipient Party can prove, upon the written request of the Party disclosing it, that:

- (a) at the time of the disclosure was, or thereafter became, part of the public domain otherwise than through breach of the provisions of this clause by the Party receiving it, or
- (b) it was lawfully obtained by the Party receiving from a third person with full rights of disclosure, or
- (c) was already in the unrestricted possession of the Recipient Party at the date of receipt of such information pursuant to this Agreement, as evidenced by written documentation in the files of the Recipient Party, or
- (d) has since become publicly known or was developed in good faith notwithstanding the fact that the Recipient Party did not make use of the Confidential Information of the disclosing Party, or
- (e) has been or is published without violation of this Agreement, or
- (f) has been approved for unrestricted disclosure or use by written authorization of the disclosing Party, or
- (g) if the Recipient Party is legally obliged to disclose the same by reason of any Law, Regulation, Rule, Court Procedure Rule or other requirement of any government or any agency or department thereof, provided always that the disclosing Party is given prior notice of such disclosure and the Recipient Party makes all reasonable efforts to limit such disclosure, or
- (h) it is specifically and expressly referred to in writing as not being confidential.

16 ASSIGNMENT

16.1 Cyta shall be entitled to assign the rights and/or obligations pursuant to this General Agreement to any successor in title thereof.

16.2 Subject to provisions of clause 16.1 hereinabove, the rights and obligations arising out of this General Agreement cannot be assigned without the prior written consent of the other Party.

17 APPLICABLE LAW - DISPUTE RESOLUTION

17.1 Without prejudice to the powers regarding dispute resolution vested on the Commissioner of Electronic Communications and Postal Regulation, this General Agreement shall be governed by Cyprus Law and any dispute shall be referred to the Cyprus Courts.

17.2 The Subscriber may submit any complaints, including complaints regarding personal data matters, to Cyta in writing by letter or facsimile or electronically via webpage www.cyta.com.cy or by telephone via telephone service 132 (Call Centre) or by personally visiting a cytashop available in all districts and his complaints shall be dealt with by the responsible customer complaint department as specified on Cyta's webpage at the link «<https://www.cyta.com.cy/send-email>». The Subscriber may be informed of the course and progress of his complaint in writing by letter or by facsimile or electronically or by telephone.

17.3 Upon a relevant complaint from the Subscriber, Cyta shall confirm receipt of the complaint either in an electronic form or in writing within two (2) days from receiving the complaint.

Provided that if a complaint is submitted by telephone, the initial telephone call shall be considered as confirmation on behalf of Cyta that the complaint has been received.

17.4 The Parties are obliged to make every reasonable effort to resolve any disputes which result from the interpretation and application of this General Agreement and the Special Terms and from any Subscriber's complaints or disputes within 21 days from the submission of the complaint.

17.5 If despite efforts on behalf of the Parties to resolve a dispute no agreement is reached, then any Party may refer the dispute to the Commissioner of Electronic Communications and Postal Regulation for resolution according to Law 112(I)/2004 and/or refer the matter to the Courts.

18. ENTIRE AGREEMENT

18.1 This Agreement represents the entire agreement between the Parties hereto and no promises, representations, terms, conditions and obligations shall apply whatsoever, whether in writing or express or implied, except those contained in this General Agreement.

18.2 This General Agreement replaces all prior agreements, representations, promises, understandings or assurances between the Parties which are hereby cancelled.

19. WAIVER

Any failure, delay, neglect, forbearance on behalf of either Party hereto, in enforcing any term, exercising any right or seeking any remedy under this General Agreement, shall not constitute a waiver of such term, right or remedy nor will it in any way prejudice the enforcement, exercising or seeking thereof and no single or partial exercise of any right or remedy under this General Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

20. SEVERABILITY

If any one or more of the provisions contained in this Agreement or any document executed in connection herewith shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

21. MISCELLANEOUS

In case of a conflict between the General Agreement and the Special Terms, the Special Terms of the Service shall prevail with regard to this Service.

FIXED TELEPHONY

1 These terms are supplementary to the General Agreement for the Provision of Electronic Communication Services and along with the General Agreement shall govern Cyta's Fixed Telephony Service.

2 Cyta shall ensure the transmission of voice, audio information, images and broadband data to a rate of at least 3,1 kHz between network terminal points at fixed locations and shall allow the making of:

- (a) Local and international telephone calls to and from the connection point;
- (b) Facsimile (fax) communications (band III, in accordance to the recommendations of the International Telecommunications Union (ITU) in "Series T");
- (c) Transmissions of voice-band data at a speed to the user of at least 14,4Kbt/s.

3 Cyta shall provide access to the Subscriber to directory information services, a right to register or to refuse to register in the Cyprus Telephone Directories Database, additional services, and facilities for special package prices for low income individuals or individuals with special needs, and free access to emergency services.

4 Subject to the provisions of clause 22.3 below, the connection may be provided within fifteen (15) calendar days from the receipt of the application for the provision of a Service (Analog Telephony and the ISDN BRA (basic rate access) Service) or within thirty (30) calendar days from the receipt of the application for the provision of the ISDN-PRI (primary rate interface) Service, unless otherwise agreed between Cyta and the Subscriber or if a notice is given in accordance to clause 7 below.

5 The connection shall be made to a distributor inside or outside the building where the connection is to be made.

6 The network of the building shall be installed by the Subscriber.

7 In cases where Cyta is not able to satisfy a request for a connection to the fixed public telephone network, Cyta is obliged to reply to the Subscriber in writing, within five (5) working days from the date of receipt of the relevant request, where detailed reasons as to why the said request is not possible, which shall include information to the Subscriber that he/she may appeal to the Commissioner in accordance to the provisions of Law 112(I) 2004.

8 The Subscriber shall provide the telephone terminal equipment and its maintenance shall burden the Subscriber. In the case of telephone terminal equipment ISDN (BRA and PRI) installation, Cyta shall be responsible for installing a Network Terminal Unit (NTU) at the Subscriber's premises. Cyta shall have the responsibility for the maintenance of the particular telecommunications terminal equipment (NTU), which shall remain the property of Cyta. Cyta's obligations for maintenance includes setting the aforementioned terminal equipment, repairing any faults and replacing it, if the deterioration or fault was the result of reasonable wear and tear. If the deterioration or fault is not caused by reasonable wear and tear Cyta shall replace the equipment but the Subscriber shall be obliged to indemnify Cyta for the cost of the equipment which has been replaced, and which shall be charged on the monthly bill.

The subscriber's connection shall be done at the telephone network of the area of the terminal center it belongs.

9 The Subscriber shall have the following obligations:

- (a) to own, possess or use the premises where the telephone connection shall be installed.
- (b) to repair faults or change his telephone installation in accordance with the instructions of Cyta's authorized officer and Cyta's specifications.
- (c) to be responsible for the safety and maintenance of the building's network, which begins from the main distributor which is either inside or outside the building,
- (d) in case the Subscriber's telephone connection causes, in any manner and for any reason, damage or accident or harm to employees or to Cyta's property or to any third party through Cyta's network, Cyta has the right to claim compensation from the subscriber.
- (e) in cases where the construction of a network for the provision of the Service is required, the Subscriber shall pay in advance the expenses provided in Cyta's Invoice.

10 The Subscriber is obliged to settle his/her bill within the specified time limit set in the bill. In case the bill is not settled when it falls due, Cyta shall have the right to terminate the provision of the Subscriber's services in accordance with the provisions of clause 11 below.

11 In the case where the Subscriber has not settled his/her bill for the provision of a fixed telephony service within the prescribed time limit, Cyta shall:

- (a) send a notice in writing to the address provided by the Subscriber for receiving the said bills, stating that in case the Subscriber has not settled the said bill:
 - (i) upon the expiry of 20 days after the dispatch of the notice in writing, the Subscriber shall not be able to make outgoing calls through the telephone connection in question, excluding emergency calls,
 - (ii) upon the expiry of 30 days from the dispatch of the notice in writing the provision of the telephone service to the Subscriber shall be discontinued permanently, including incoming calls.
- (b) In implementing the procedure set out in paragraph (a) hereinabove, Cyta shall not discontinue any other fixed telephony communication service provided to the Subscriber, to the extent that this is feasible, by reason of the discontinuance of the particular telephone service which had not been settled.
- (c) In the event that Cyta, following the procedure provided in paragraph (a) above, discontinues the provision of fixed telephony service to the Subscriber, such

discontinuance shall be limited to the particular service which has not been settled, unless:

- (i) the Subscriber repeatedly delays (at least three (3) times), to settle the telephone bill,
- (ii) The Subscriber repeatedly does not settle his telephone bills,
- (iii) The Subscriber has established a fraud against Cyta.

Provided that, in implementing paragraph (c) (i) and (ii) hereinabove, the word "repeatedly" shall mean three times within one year and two times within one year respectively, for each service provided by Cyta to the Subscriber.

12 The Subscriber's telephone number is determined by Cyta and it may be replaced upon an application by the Subscriber and payment of the relevant fee or by Cyta within the context of a general change in the numbering system. Meeting such a request made by the Subscriber, lies within Cyta's discretion.

13 The Subscriber may request:

- (a) Transfer of his telephone connection to another address within the area of the fixed telephony network, in a place where he has ownership, possession or use.
- (b) Assignment of his/her telephone connection to another person upon submitting the suitable statements and settlement of all his arrears to Cyta, provided that the assignee shall have ownership, possession and use of the place where the telephone connection is installed and is operating.
- (c) Temporary disconnection of his/her telephone connection, the period of which cannot exceed six (6) months within a calendar year.
- (d) Permanent disconnection of his/her telephone connection.
- (e) Provision of an itemized bill as provided in the General Agreement.

14 Subject to the provisions of clause 22.3 below, on the occurrence of any fault to the Subscriber's telephone connection this shall be restored within three (3) calendar days from the report of the fault of the service, in the case of Analog Telephony and ISDN BRA Service, and within one (1) calendar day from the report of the fault of the Service in the case of an ISDN PRI Service.

15 Cyta is obliged to provide to the Subscriber the following facilities:

- (a) Free of charge optional call barring upon the Subscriber's written application for one or more of the following calls:
 - (i) calls to mobile telephony networks;
 - (ii) calls to fixed telephony networks;
 - (iii) calls to international destinations;
 - (iv) calls to premium rate lines;
 - (v) calls to internet numbers.
- (b) free of charge barring of the ID of calling line for outgoing calls;
- (c) calling line ID restriction of the calling line for incoming calls. This facility is provided free of charge provided that the Subscriber makes limited use of it;
- (d) rejection of incoming calls without ID identification of the calling line;
- (e) restriction of the connected line ID to the caller, when the ID of the connected line is provided.

16 Cyta shall provide to the Subscriber free of charge, upon request, itemized bills in a basic level.

17 Cyta shall provide to the Subscriber the option to pay in advance for the provision of access to the fixed public telephone network and use of the relevant services available to the public.

18 Cyta shall provide to the Subscriber the option to repay gradually the connection fees to the fixed public telephone network. The maximum period for gradual repayment of the said connection fees shall not be shorter than three (3) months.

19 Cyta shall give permit to the Subscriber to have access to the telephone services of any providers of fixed telephony services interconnected with Cyta's fixed telephone network, with the facility of a call-by-call basis by dialing a carrier selection access code; and by means of pre-selection, with a facility to override any pre-selected choice on a call-by-call basis by dialing a carrier selection access code.

20 Cyta shall provide the option to the Subscriber to call emergency services using the single European emergency call number "112" free of charge.

21 Cyta shall ensure that the Subscriber shall, upon a relevant application, be provided with:

- (a) Geographical number portability which is limited within each numbering area in accordance with the destination code in the Numbering Scheme of the Republic of Cyprus, and
- (b) Non-geographical number portability (excluding portability of mobile numbers) in accordance to the number categories referred to in Annex "I" of the Portability of Numbers Order (Regulatory Administrative Act 565/2002) acting, as the case may be, either as a Donor Provider or as a Receiver Provider.

22.1 Where there is a delay in the provision of a Fixed Telephony Service beyond the time limit provided in clause 4 hereinabove, Cyta shall indemnify the Subscriber with an amount equal to one thirtieth (1/30) of the service installation fee applicable for the time being per calendar day for a delay of up to thirty (30) calendar days. Cyta's

total maximum liability for compensation for the delay in the installation of the service is limited to the installation fee.

22.2 Where there is failure to restore any fault of the service within the time limit provided in clause 14 hereinabove, Cyta shall indemnify the Subscriber for every calendar day for which it is out of service, with an amount equal to one thirtieth (1/30) of the monthly subscription in force for the time being for that service. The minimum indemnity provided to the Subscriber is set at €1. Cyta's total maximum liability for delaying to restore the fault shall be limited to one monthly subscription fee.

22.3 Clauses 4, 14, 22.1 and 22.2 hereinabove shall not apply in the case of a delay in the provision of the Fixed Telephony Service or the restoration of a fault not attributable to Cyta. The following events are specified as events which may constitute cause for delay not attributable to Cyta (including but not limited to):

1. Damage caused to Cyta's network by third parties other than Cyta.
2. Damage caused outside Cyta's network, but affecting the provision of Fixed Telephony Service.
3. When the Fixed Telephony Service is not available because of scheduled works planned by Cyta.
4. Failure of timely cooperation between the Subscriber and Cyta's personnel or if there are tasks pending on behalf of the Subscriber.
5. Force Majeure and/or other events, acts or omissions beyond the reasonable control of Cyta.
6. Any other act beyond the control of Cyta (including but not limited to failure to meet deadlines on behalf of third parties, lack of materials in the market, etc.).
7. Damage caused by the Subscriber's terminal equipment.
8. When a fault has been reported but cannot be detected by Cyta following a relevant inspection.

9. When Cyta cannot access the Subscriber's premises.
10. When use of the Fixed Telephony Service is not in line with the terms provided in the General Agreement and the Special Terms.
11. When the use of the Fixed Telephony Service is not in line with the national and international regulations.
12. Lack of available networks resources or if an extension of the network is required.
13. When Cyta offers an alternative solution to the Subscriber.
- 23** The Subscriber must be connected to the area telephone network of the local terminal center to which he/she belongs. Upon Cyta's discretion a temporary connection to the network of another terminal center may exceptionally be possible upon a reasoned application by the Subscriber and payment of the relevant construction expenses.
- 24** Telephone connections shall be the property of Cyta and the Subscriber shall have the right of use. Telephone installations shall belong to the Subscriber and Cyta shall have the right to inspect them. The equipment installed, in the case of ISDN (BRA and PRV) Service at the customer's premises under the responsibility of Cyta (NTU) shall be the ownership of Cyta.
- 25** Cyta shall inform the Subscriber at least one (1) month before the date of application of any amendment in the Special Terms regarding the proposed amendment and regarding the right of the Subscriber to terminate the Fixed Telephony Service without penalties in case the amendment is not accepted by the Subscriber.
- 26** In cases of termination of the ISDN (BRA and PRI) Service, the equipment installed in the premises under the responsibility of Cyta and belongs to Cyta (NTU) shall be returned to Cyta. In the event where such equipment is not returned, the Subscriber shall be obliged to indemnify Cyta with the price of the equipment.

BROADBAND TELEPHONY

1 These terms are supplementary to the General Agreement for the provision of Electronic Communication Services and along with the General Agreement shall govern Cyta's Broadband Telephony, both for new and existing Subscribers.

2 DEFINITIONS

2.1 "DSL Modem" means the terminal equipment provided by Cyta for the provision of broadband telephony services in accordance to the Special Terms of Cytanet-Internet and Cytanet-DSL Access Service.

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

2.3 "My Cyta" means the electronic account which may be created by any Cyta Subscriber, being either an individual or a legal person, on the webpage www.cyta.com.cy through which he/she can manage the Broadband Telephony Service.

2.4 "PBX" means the private branch exchange (PBX) which is installed at the Subscriber's premises.

2.5 "Private IP" means an IP address in Cyta's Private IP Network that is provided to the Subscriber for the connection of his PBX.

2.6 "Public IP" means the IP address that the Subscriber will use to connect his PBX.

2.7 "Business Telephony for PBX" means the local interconnection of the Subscriber's private PBX to the Cyta Network using the SIP protocol and a Private IP.

2.8 "Sip Trunking Over the Cloud" means the interconnection of the Subscriber's PBX to the Cyta's network using the Sip Protocol and a Public IP.

2.9 "Telephony Small Business & Business Telephony" means the provision of the telephony facilities of a PBX through Cyta Network and without the installation of any equipment at the Subscriber's premises.

2.10 "Analog Terminal Adapter (ATA)" means the equipment used to connect analog telephone devices.

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

2.12 "IP videophone" means the equipment used by the Subscriber to make voice and video calls.

2.13 "Equipment" means the IP Phone and /or Videophone or analog phone purchased by the customer.

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

2.15 "Tel OnTheGo Application" means the application used for making voice and video calls from the Subscriber's computer, mobile phone or tablet

2.16 "SIP Authentication Codes" means the username and password used by the Subscriber to connect the PBX he/she uses to access the Service.

2.17 "Access Codes" means the credentials (Username and password) used by the Subscriber to access My Cyta.

2.18 "SIP Credentials" means the number, username and the password used to program the devices that the Subscriber will use to access the Service.

2.19 "SIP to ISDN Converter" means the equipment used to convert the SIP protocol to ISDN. The converter is provided to the Subscriber by Cyta with a 24-month contract. On the expiry of the 24 months, the converter will still belong to Cyta and in case of a termination of the Service on behalf of the client, he/she is obliged to return it to Cyta immediately.

2.20 "Subscriber" means any party to an electronic communications agreement other than Cyta.

2.21 "IP phone" means the equipment used by the Subscriber to make calls using an IP interface.

2.22 "Service" means the Broadband Telephony Service which offers the Subscribers the ability to make & receive voice and video calls as well as to use other facilities through Cyta's network.

2.23 "Cytanet-DSL Access Service" means Cyta's DSL Access Service (previously i-choice) which offers to the Subscribers access to Cyta's broadband network through an existing or a new analog telephone (PSTN) line or single copper line, and it is governed by the relevant Special Terms.

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

2.25 "Cytanet-Internet Service" means the Internet Service of Cyta which offers Internet Access to the internet via the Cyta broadband network and is provided for residential and business customers. The provision of the service requires a PSTN line or copper line and is governed by the relevant Special Terms.

3 DESCRIPTION OF SERVICE

3.1 The Service for home use is available in the following forms:

3.1.1 Telephony or Telephony Special Use Service for one (1) telephone geographical number (without any other broadband service) which can be used for voice calls. In this function, a number of additional telephony facilities are offered. This function is offered mainly to individuals.

3.1.2.1 Broadband Telephony Plus Service for up to four (4) different telephone geographical numbers which can be used for voice and video calls. This function is offered mainly to individuals. In conjunction with this function a number of additional telephony facilities are offered which can be managed by the Subscriber through MyCyta. The additional numbers provided can be activated:

- (a) via the two analog ports of the Service Modem using a fixed analog device (wired or cordless (DECT) device),
- (b) via an IP phone, which may be purchased from any Cytashop and paid in monthly installments. IP Phones purchased from any other store must meet the specifications published by Cyta in order to allow for the correct implementations of the facilities offered with the Service,
- (c) for calls made via the computer, mobile phone or tablet, by using the Application Tel OnTheGo which the Subscriber can download from My Cyta, the App Store or Google Play
- (d) with an IP Videophone which may be purchased from any Cytashop, paid in monthly installments or any other store provided that the equipment meets the specifications published by Cyta in order to allow for the correct implementations of the facilities offered with the Service.

3.1.2.2 Connection of the additional telephone numbers via the analog ports of the Service Modem is done automatically via the Service provisioning system. The connection of an IP videophone and/or IP phone requires manual programming of the devices, either by the Cyta technician, or the Subscriber.

3.1.2.3 Video calls can be done either by using an IP phone, or via a computer, or a mobile phone or tablet through the Tel OnTheGo Application. It is noted that on launching the Service video calls shall be available only between Subscribers of the Service.

3.1.2.4 The facilities provided free of charge may be activated/deactivated through MyCyta I for each telephone number. For chargeable telephone facilities the Subscriber should contact the Cyta Call Center on 132 for activation of the specific facility and once activated the Subscriber can then manage it via My Cyta.

3.1.2.5 The Subscriber can use the Service for up to four simultaneous telephone calls or for three telephone calls and one video call. Simultaneous use of the Service for more than one video call is possible but the video call quality is not guaranteed.

3.2 BROADBAND TELEPHONY SERVICE FOR BUSINESS USE

The Broadband Telephony Business Service is provided via one of the following three functions of operation and/or a combination of the three: Business Telephony & Telephony Small Business, Business Telephony for PBX & Sip Trunking Over the Cloud.

3.2.1 Business Telephony & Telephony Small Business

3.2.1.1 The function Business Telephony provides the full range of telephony facilities of a PBX using Cyta's Network and Cyta's specific telephony platform, without the need to install any equipment at the Subscriber's premises. The Business Telephony function can also be used to interconnect business locations at different installation points.

3.2.1.2 The function Telephony Small Business provides the telephony facilities of a small PBX using Cyta's Network and Cyta's specific telephony platform, without the need to install any equipment at the Subscriber's premises.

3.2.1.3 The Business Telephony subscriber can use up to 400 telephone geographic numbers per installation point. Each number is provisioned with all the telephony facilities that a large business needs. The numbers can be used to make calls via an IP phone, an analog phone and /or a software application. The Business Telephony function allows the registration of mobile numbers as well.

3.2.1.4 The Telephony Small Business subscriber can use up to four (4) telephone geographical numbers. Each number is offered with the basic telephony facilities needed for a small business.. The numbers can be used for voice calls via IP or/and analog phone.

3.2.1.5 The Subscriber can make local, international and intracompany calls.

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

3.2.1.7 Telephone facilities provided free of charge can be activated and deactivated by the Subscriber via My Cyta for each telephone number. For chargeable telephone facilities, the Subscriber must initially contact Cyta's account manager in order to activate the facility and then he/she can manage the facility via My Cyta.

3.2.1.8 Calls between telephone numbers belonging to the same Subscriber registered with the Service are free of charge, while the rest of the national and international calls made by the Subscriber shall be charged in accordance to the fixed telephony package the Subscriber has.

3.2.1.9 The Subscriber can use this Service to conduct simultaneous voice calls according to the number of simultaneous conversations he/she has selected and the capacity of Cytanet- DSLAccess Service or the Ethernet Service the Subscriber uses at each one of the premises where the Service is provided.

3.2.1.10 The Subscriber may programme up to two terminal devices with the same telephone number. It is noted that in such a case the devices shall ring simultaneously and the first one to be answered will activate the call. The management and configuration of the Service can be done electronically via My Cyta

3.2.2 Business Telephony for PBX

3.2.2.1 The Business Telephony for PBX function is provided to Subscribers who have a private, on premise PBX system. It offers the interconnection of the Subscriber's PBX to Cyta's Network through the SIP protocol and with the use of Private IP. It is provided both for PBX's with SIP interface, as well as for PBX's with ISDN interfaces (basic or primary rate)

3.2.2.2 The Subscriber can make intra-company, national and international calls via this connection.

3.2.2.3 The Subscriber can use this Service to conduct simultaneous voice calls according to the number of simultaneous conversations he/she has selected and the capacity of the Cytanet-DSL Access Service or the Ethernet Service the Subscriber uses at each one of the premises where the Service is provided.

3.2.2.4 Calls between telephone numbers of the same Subscriber registered with the Service are free of charge, while the rest of the national and international calls made by the Subscriber shall be charged in accordance with the fixed telephony package of the Subscriber.

3.2.2.5 The management of the Service can be done electronically by the Subscriber via My Cyta.

3.2.3 Sip Trunking Over the Cloud

3.2.3.1 The function Sip Trunking Over the Cloud offers the connection of the Subscriber's PBX to the Cyta's network through the Sip Protocol using a Public IP.

3.2.3.2 The internet connection that the Subscriber uses to connect the Service is the sole responsibility of the Subscriber. The Subscriber must ensure that the capacity of the connection he uses is adequate to handle the concurrent calls that the Subscriber wants.

3.2.3.3 Through the interconnection, the Subscriber has the ability to make local international and intracompany calls,

3.2.3.4 The Subscriber can make simultaneous voice calls according to the number of the concurrent calls he has selected.

3.2.3.5 The calls between the telephone numbers of the same Subscriber that are registered to the Broadband Telephony Service are free of charge. The rest of the calls to local & international numbers will be charged according to the Fixed Telephony package of the Subscriber.

3.2.3.6 The Service will not be used for any mass e-mail, prediction calls, telemarketing calls or any other automated call activation from a non-Cypriot catalogue. The use of the service for such purpose can be offered to a limited number of countries and is subject to authorization

3.2.3.7 The management of the Service can be done by the Subscriber electronically via My Cyta.

4 PROVISION OF SERVICES

4.1 For the provision, a DSL Access connection or an Internet or Ethernet service of Cyta is required. The provision is limited to one product per DSL Access or Internet Service. The Service operates with the replacement of the DSL Modem with the Service Modem. The Service is not provided via the ISDN line.

4.2 For Business Telephony for PBX and Sip Trunking Over the Cloud, the required capacity of the connection is calculated according to the simultaneous calls requested by the Subscriber.

4.3 Cyta shall supply a relevant electronic user's manual to the Subscriber with instructions for the activation of the Service by the Subscriber.

4.4 Cyta shall not be liable for occasional inaccessibility or poor quality. The Service may be interrupted in case of disconnection of DSL Access Service or Internet service or Ethernet service.

4.5 Cyta shall not be liable for charges on the Subscriber's bill which were the result of fraud on his/her private branch extension (PBX).

5 CYTA'S OBLIGATIONS

5.1 Cyta is obliged, in accordance with the Telecommunications Service Law and the Telecommunication Service Regulations in force for the time being, which constitute part of these terms, to install and maintain the Service Modem and to provide the Service.

5.2 Cyta shall not be obliged to set the Subscriber's equipment other than the Service Modem (e.g. computer). Cyta's obligation is to activate and to ensure proper operation of the Service up to its point of interconnection.

5.3 Cyta shall be liable for the maintenance of the Service Modem, the Equipment for the Connection of Telephone Numbers and the SIP Converter to ISDN, which remain the property of Cyta. Cyta's obligation for maintenance includes setting of the Service Modem and Connection Equipment of the Telephone Numbers and/or repair or replacement of any malfunctions occurring, as long as the failure occurs as a result of normal use and/or reasonable wear and tear. If the failure is not caused by normal use and/or reasonable wear and tear, and the Service Modem and/or the equipment for connection of Telephone Numbers and/or the SIP converter to ISDN needs to be replaced, Cyta shall replace it, the Subscriber, however, will indemnify Cyta with the cost of the equipment replaced, the materials and labour required and such cost shall be charged on the Subscriber's monthly bill.

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

5.5 Cyta may interrupt the Service for maintenance purposes, for repair of faults or quality control, without prejudice to the Subscriber's obligation to pay the Service fees.

5.6 H Cyta shall allow the Subscriber to make emergency calls via the Service. It is noted that where the Service is used outside the Subscriber's premises, the Subscriber's location information which is sent to the police will be based on the installation address and may be inaccurate. It is further noted that, in case of a power failure, the service will be interrupted and the Subscriber must use his analog connection, if any, or other means to make emergency calls.

5.7 If the Subscriber makes emergency calls through the Service to the emergency numbers 112 and/or 199 while he/she is abroad, the call shall be routed to the relevant authorities handling emergency calls in the Republic of Cyprus and not to the authorities of the country where the Subscriber is located at the time.

5.8 The Service can be used nomadically (outside the permanent address of the Subscriber), but a nomadic use of the Service is not allowed on a permanent basis outside the geographical area assigned for the phone number. Where it is established that there is permanent use of the number outside the geographical area for which the geographical number has been assigned, Cyta reserves its right to terminate, either permanently and/or temporarily, the provision of the Service.

5.9 The Service is designed and implemented to provide the Subscriber security, reliability & protection from malicious attacks up to the point of interconnection in the wider Internet.

5.10 In the Sip Trunking Over the Cloud, the security of the Service from the point of interconnection to Cyta's network and the Subscriber's PBX concerns only the Subscriber.

5.11 In Business Telephony for PBX & Sip Trunking Over the Cloud continuous authentication of the PBX communication of the Subscriber with the Cyta Telephone network, is required. This means that the PBX must be modified in order the Sip Credentials to be certified every 6 seconds.

6 SUBSCRIBER'S OBLIGATIONS

6.1 The Subscriber shall give access to the premises for Cyta's personnel which will install the Service Modem. In the case where Cyta's personnel need to cross through or enter premises which belong to a third party in order to install the Service, the Subscriber shall be obliged to obtain the third party's consent.

6.2 The Subscriber shall be responsible for the security of the Passwords, SIP Credentials and Authentication Number for the Business Telephony for PBX Service and passwords for the Application Tel OnTheGo and login codes of My Cyta. If lost, the Subscriber is obliged to reset them or to notify Cyta immediately (on 132, 150 or 80000197). The Subscriber acknowledges that in case of loss of the above passwords

and their use by third parties without authorization, any charges will burden the Subscriber.

6.3 The Subscriber acknowledges that for the implementation of Business Telephony for PBX and Sip Trunking Over the Cloud, a configuration and parameterization of the PBX must be performed in order to work seamlessly with Cyta's Network.

6.4 The Subscriber of Business Telephony for PBX and Sip Trunking Over the Cloud is solely responsible for the connection that will be used to route the telephony traffic to and from the PBX.

6.5 The Subscriber of Business Telephony for PBX and Sip Trunking Over the Cloud must ensure the implementation of following security recommendations for his/her Service:

6.5.1 The Subscriber of Business Telephony for PBX and Sip Trunking Over the Cloud should limit the rules, where is necessary, for outgoing calls from his PBX in order to allow calls ONLY to specific countries, minimizing the possibility of fraud calls in high danger countries with high cost.

6.5.2 The Subscriber of Business Telephony for PBX & Sip Trunking Over the Cloud should apply a strong identification and certification password between his VoIP devices and his PBX, in order to provide security at this level as well. Strong passwords are passwords that consist of a combination of capital & small letters, numbers and special characters and are larger than 8 digits.

6.5.3 The Subscriber of Business Telephony for PBX and Sip Trunking Over the Cloud must ensure that for the internet remote he uses to access his PBX he has implemented strong username, an encrypted and secure access protocol, as well as limitation of the IP addresses that can be used tectonic to the PBX.

6.6 The resale of Sip Trunking Over the Cloud from the Subscriber is prohibited.

7 LIMITATION OF LIABILITY

7.1 The parties acknowledge that the Service is provided on "as is" basis and that it is possible that there may be interruptions or downgrading of the quality or disturbance of the Service caused by electrical or mechanical faults or any other cause. In any such case, Cyta's liability shall be limited to a bona fide effort to restore the Service.

7.2 Cyta shall not be liable for any changes in the layout of the 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 shall be terminated in case of a termination of the DSL Access Service or the Ethernet Service.

8 PROHIBITIONS

The Service must comply with the Laws of the Republic of Cyprus and the Telecommunications Service Regulations. Without prejudice to the generality of these terms, the Subscriber shall not perform any acts which:

- (a) endanger the security of the State and/or public order and/or do not comply with applicable Laws or offend public morals,
- (b) harass individuals,
- (c) constitute a use of telecommunications means in a way not consistent with their purpose,
- (d) are in breach of the Law or omit anything provided by the Law,
- (e) constitute a criminal offence or instigate the commission of a criminal offence,
- (f) constitute a civil offence against any individual or instigate the commission of a civil offence,
- (g) are immoral or instigate immoral behaviour or are of sexual nature or content,
- (h) offend the faith and/or principles and/or the religious beliefs of any person,
- (i) interfere with the individual's constitutional rights,
- (j) harm CYTA's good name,
- (k) promote or express racial, sexual or other discriminations,
- (l) refer to the activities of famous persons or imply anonymously persons without their written consent 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 any lawsuit or claim which may be brought against it (including legal fees) resulting from any cause for action regarding the enforcement of this Agreement or the use or otherwise from the use of the software or the service by the Subscriber.

Provided that in any such case Cyta shall notify the Subscriber immediately on any lawsuit or claim against it and shall give the Subscriber any opportunity and assistance in any such defence against such lawsuit or claim and shall not make any admission or compromise or any other act which may prejudice such defence without the approval of the Subscriber, unless the Subscriber fails to defend such lawsuit or claim within fifteen (15) days from the date on which he/she is notified of any such lawsuit or claim.

9.2 Cyta shall not be liable for any loss or damage (including direct, indirect damages or other damage, loss of revenue, profit or employment or business) which may be incurred by the Subscriber due to any interruption or distortion of the quality or downgrading of the Service or inability on the part of Cyta to restore the Service.

9.3 No party shall be liable for any breach of contract or civil offence arising from this Agreement for any indirect or consequential damages, losses or damage of any nature including without limitation loss of revenue, profit, employment or business.

9.4 Cyta is not aware of the purposes for which 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 to have made any representations or has given any guarantees for quality, market quality, or fitness as regards speed or any other purpose whether provided in a Law or implied as a term or otherwise.

9.5 Cyta may terminate the provision of the Service and claim legal compensation if, at its absolute discretion, any Laws and/or Regulations and/or any of these Special Terms are violated.

10 MISCELLANEOUS

10.1 The Service and the Software Service contains information which is protected by the legislation on copyright, trademarks, service marks, patents or other rights.

10.2 Users are not entitled to copy, reproduce or allocate the content of the Service in any manner whatsoever or to create products resulting from the content of the Service, without Cyta's express authorization or that of any publisher of such content.

10.3 In case there is a termination of these terms or suspension of the Service, the Subscriber shall be liable to compensate Cyta for the balance of the value of the Equipment which shall be debited on the next monthly bill of the Subscriber.

10.4 In case the Subscriber requests a temporary service disconnection, the period of disconnection cannot exceed six (6) months within a calendar year.

10.5 Cyta shall inform the Subscriber at least one (1) month before the date of application of any amendment in the Special Terms regarding the proposed amendment and regarding the right of the Subscriber to terminate the Service without penalties in case the amendment is not accepted by the Subscriber.

POST-PAID MOBILE TELEPHONY

1 These terms are supplementary to the General Agreement for the Provision of Electronic Communications and along with the General Agreement shall govern Cyta's Post-Paid Mobile Telephony.

2 Cyta shall provide to the Subscriber post-paid telephony which offers the option of telephone communication or exchange of data between the Subscriber and subscribers of other Cyta services, as well as subscribers of mobile telephony or other services provided by other networks.

Furthermore, Cyta shall provide international roaming facility when the Subscriber is visiting foreign countries and uses foreign networks with which Cyta has signed an international roaming agreement, unless otherwise agreed between Cyta and the Subscriber.

Cyta implements EU regulation on international roaming data in order to protect subscribers, under which the Subscriber is alerted as soon as his bill reaches the limit imposed by Cyta and blocks data roaming. The Subscriber may increase the roaming data limit on demand.

3 Subject to the provisions of clause 17.2 below, supply of the Post-Paid Mobile Telephony shall be effected within twenty four (24) hours from the time of the application at any Cyta shop or Cyta's authorized representatives (associates) unless otherwise agreed between Cyta and the Subscriber. Upon provision of the Post-Paid Mobile Telephony Service, Cyta shall provide to the Subscriber a SIM card and the call number. The SIM card shall provide access to Cyta's mobile telephony network and shall remain as the property of Cyta.

4 Cyta shall provide the Subscriber access to directory information services, the right to register or refuse to register in the Cyprus Telephone Directories Database, additional services, free access to emergency services and facilities, and may offer special package prices.

5 The Subscriber shall make provisions for the telephone terminal equipment and its maintenance shall burden the Subscriber.

6 The Subscriber is obliged to settle his/her bill within the specified due date set in the bill. In case the bill is not settled when it falls due, Cyta shall have the right to terminate the provision of the Subscriber's services in accordance with clause 7 below.

7 In the case where the Subscriber has not settled his/her bill for the provision of the post-paid mobile telephony service, Cyta shall:

- (a) send a notice in writing at the address provided by the Subscriber for receiving the said bills informing the Subscriber that payment of the bill is outstanding,
- (b) upon the expiry of ten (10) days at least from the dispatch of the notice in writing, Cyta may discontinue the facility of making outgoing calls through the telephone connection in question, excluding emergency calls,
- (c) may discontinue permanently the provision of the telephone service to the Subscriber.

8 The Subscriber's call number is determined by Cyta and it may be replaced upon an application submitted by the Subscriber and the payment of the relevant fee or by Cyta within the context of a general change in the numbering system. Meeting such a request made by the Subscriber, lies within Cyta's discretion.

9 The Subscriber may request:

- (a) Transfer of his/her telephone connection to another person upon submitting the suitable statements and settlement of all his arrears to Cyta.
- (b) Temporary service disconnection, during the period of which the Subscriber is obliged to pay the relevant subscription and upon reconnection the relevant reconnection fee.
- (c) Permanent disconnection of his/her telephone connection.
- (d) Supply of itemized bill as provided in the General Agreement.

10 Cyta is obliged to provide the Subscriber with the following facilities:

- (a) Free of charge restriction of caller ID of the calling line for outgoing calls.
- (b) Restriction of caller ID for incoming calls. This facility is supplied provided that the Subscriber makes reasonable use of it.
- (c) Restriction of ID of the connected line to the caller when the ID of the connected line is provided.
- (d) Free of charge restriction of automatic forwarding of calls to the terminal device of the Subscriber by third parties.

11 The Subscriber shall have the following obligations:

- (a) To ensure the confidentiality of the personal passwords which have been provided (PIN-PUK) of the SIM card and to refrain from disclosing it to third parties.

(b) To inform Cyta in case of any loss of the passwords and/or the SIM card referred to in paragraph (a) hereinabove.

(c) To use the SIM card for the purposes for which it has been provided and to refrain from committing any illegal acts.

12 Cyta shall replace free of charge any defective or damaged SIM cards within six (6) months from the date of the activation of the Post-Paid Mobile Telephony. On the expiry of the six (6) month period, Cyta shall replace the SIM card and its replacement will be charged according to Cyta's pricelist.

13 Cyta shall provide to the Subscriber service facilities through Cyta shops, Cyta's authorized representatives (associates) and through the telephone service 132 (Cyta Call Centers). The facility includes the option to disconnect the service if the customer's terminal is lost, as well as the option to programme a new SIM card with the same telephone number.

14 Cyta shall give permit to the Subscriber to access the telephone services of any other providers of fixed telephone network services who are interconnected with Cyta's fixed telephone network and/or mobile public telephone network, with the facility of a per call selection with the use of a carrier selection prefix/access code.

15 Cyta shall provide the option to the Subscriber to call emergency services using the single European emergency call number "112" free of charge.

16 Cyta shall ensure that the Subscriber shall, upon a relevant application, be provided with:

(a) number portability for post-paid mobile telephony, in accordance with the Number Portability Decree (Regulatory Administrative Act 565/2002) acting as the case may be, either as a Donor Provider or as a Receiver Provider, and

(b) number portability between post-paid mobile telephony numbers and pre-paid mobile telephony numbers.

17.1 Where there is a delay in the provision of Post-Paid Mobile Telephony Services beyond the time limit provided in clause 3 hereinabove, Cyta shall indemnify the Subscriber with an amount equal to one thirtieth (1/30) of the service installation fee applicable for every calendar day of delay, for a delay of up to thirty (30) calendar days. Cyta's total maximum liability for compensation for the delay in the installation of the post-paid mobile telephony service is limited to the installation fee.

17.2 Clauses 3 and 17.1 hereinabove shall not apply where there is a delay in the provision of the Post-Paid Mobile Telephony which is not attributable to Cyta. The following events are specified as events which may constitute cause for delay not attributable to Cyta (including but not limited to):

1. Damage caused to Cyta's network by third parties other than Cyta.
2. Damage caused outside Cyta's network, but affecting the provision of the Service.
3. When the Post-Paid Mobile Telephony Service is not available because of scheduled works planned by Cyta.
4. Failure of timely cooperation between the Subscriber and Cyta's personnel or if there are actions pending on behalf of the Subscriber.
5. Force Majeure and/or other events, acts or omissions beyond the reasonable control of Cyta.
6. Any other act beyond the control of Cyta (including but not limited to failure to meet deadlines on behalf of third parties, lack of materials in the market, etc.).
7. Damage caused by the Subscriber's terminal equipment.
8. When a fault has been reported but cannot be detected by Cyta following a relevant inspection.
9. When Cyta cannot access the Subscriber's premises.
10. When the use of the Post-Paid Mobile Telephony Service is not in line with the terms provided in the General Agreement and the Special Terms.
11. When the use of the Post-Paid Mobile Telephony Service is not in line with the national and international regulations.
12. Lack of available network resources or if an extension of the network is required.
13. When Cyta offers an alternative solution to the Subscriber.
14. Due to technical inability to serve the Subscriber through Cyta's information systems.

18 Cyta shall inform the Subscriber at least one (1) month before the date of application of any amendment in the Special Terms regarding the proposed amendment and regarding the right of the Subscriber to terminate the Service without penalties in case the amendment is not accepted by the Subscriber.

CYTANET - DSL ACCESS

1 These terms are supplementary to the General Agreement for the Provision of Electronic Communications and along with the General Agreement shall govern Cyta's Cytanet-DSL Access Service.

2 DEFINITIONS

"DSL Modem" means the terminal equipment provided by Cyta for the provision of broadband services which operates in accordance with the ITU-T standards and is compatible with Cyta's Access Equipment (DSLAM) and includes filters or a splitter.

"Equipment" means the DSL Modem and the Splitter/Filter Equipment.

"Splitter/Filter Equipment" means the splitter or the frequency filter, provided by

Cyta and which are in line with international standards and specifications. Their installation ensures the proper function of broadband services and telephony.

"Subscriber" means any party to an electronic communications agreement other than Cyta.

"Service" means the Cytanet - DSL Access Service which offers to the Subscribers access to Cyta's broadband network via the existing or a new independent single copper line. Access to Cyta's broadband network is not provided separately.

3.1 Subject to the provisions of clause 10.3 below, provision of the Service shall be effected within thirty (30) calendar days from the receipt of the application for the provision of the Service, unless otherwise agreed between Cyta and the Subscriber.

3.2 Provision of the Service shall be possible only where there are available suitable network resources and the distance and the quality of the telephone line of each Subscriber is suitable.

3.3 Cyta shall not be liable for occasional access failures or unsatisfactory quality or speed of the Service.

3.4 A clear description of the speed with which Cyta provides internet access to the Subscriber is included on Cyta's webpage at the links <<http://www.cyta.com.cy/internet-home-products>> and <<http://www.cyta.com.cy/internet-business-products>>.

4 The resale of the Service (or part thereof) is prohibited. The Service cannot be sold to internet service providers or other providers of broadband content.

5 Cyta undertakes, in accordance with the Telecommunications Service Law and in accordance to the Law and the applicable Telecommunications Service Regulations, which constitute part of these terms, to install and to maintain an DSL Modem as well as a Splitter/Filter Equipment at the Subscriber's premises.

6 Cyta shall not be obliged to set up the Subscriber's equipment other than the DSL Modem (e.g. his/her computer). Cyta's obligation is to activate and to ensure proper operation of the Service up to the DSL Modem.

7 Cyta shall not be liable for any damage and/or fault sustained by the Subscriber and/or any third party due to the temporary or permanent interruption of the provision of the Service and/or transmission of any message.

8 Cyta shall be liable for the maintenance of the telecommunications terminal which remains the property of Cyta. Cyta's obligation for maintenance includes setting of the above terminal equipment, repair of any malfunctions occurring and its replacement, as long as the wear and tear or the failure occurs as a result of normal use and/or reasonable wear and tear. If the wear and tear or the failure is not caused by normal use and/or reasonable wear and tear, Cyta shall replace it, the Subscriber, however, will compensate Cyta with the cost of the equipment replaced, and this will be charged on his/her monthly bill.

9 Subject to the provisions of clause 10.3 below, in the event of a fault to the Service or continual or regularly and recurring deviation from the actual performance of the Service as regards speed or other quality parameters the Service shall be restored within three (3) calendar days from the reporting of the fault or deviation.

10.1 In case there is a delay in the provision of a Service beyond the time limit provided in clause 3.1 hereinabove, Cyta shall indemnify the Subscriber for every calendar day of the delay with an amount equal to one thirtieth (1/30) of the service installation fee applicable for the time, for a delay of up to thirty (30) calendar days. Cyta's total maximum liability for compensation for the delay in the installation of the service shall be limited to the installation fee.

10.2 In the event of an omission to fix the fault or deviation within the time limit provided for in clause 9 above, Cyta shall compensate the Subscriber for every calendar day for which the Service is not functioning or the performance of the Service is deviating, with an amount equal to one thirtieth (1/30) of the monthly subscription in force regarding the Service for a delay up to thirty (30) calendar days. The minimum compensation which shall be given to the Subscriber is specified at €1. The total maximum liability of Cyta for a delay in the fixing of the fault or the deviation is limited to one monthly subscription fee.

10.3 Clauses 3.1, 9, 10.1 and 10.2 hereinabove shall not apply where there is a delay in the provision of the Service or the restoration of a fault or deviation which is not attributable to Cyta. The following events are specified as events which may constitute cause for delay not attributable to Cyta (including but not limited to):

1. Damage caused to Cyta's network by third parties other than Cyta.
2. Damage caused outside Cyta's network, but affecting the provision of the Service.
3. When the Service is not available because of scheduled works planned by Cyta.
4. Failure of timely cooperation between the Subscriber and Cyta's personnel or if there are actions pending on behalf of the Subscriber.
5. Force Majeure and/or other events, acts or omissions beyond the reasonable control of Cyta.
6. Any other act beyond the control of Cyta (including but not limited to failure to meet deadlines by third parties, lack of materials in the market, etc.).
7. Damage caused by the Subscriber's terminal equipment.
8. When a fault has been reported but cannot be detected by Cyta following a relevant inspection.
9. When Cyta cannot access the Subscriber's premises.
10. When the use of the Service is not in line with the terms provided in the General Agreement and the Special Terms.
11. When the use of the Service is not in line with national and international regulations.
12. Lack of available network resources or if an extension of the network is required.
13. When Cyta offers an alternative solution to the Subscriber.

11 Cyta shall not be liable for any changes in the layout of the Subscriber's premises due to the installation of the ADSL Modem.

12 The Service as well as any information and messages exchanged, must comply with the Laws of the Republic of Cyprus and the Telecommunications Service Regulations. Without prejudice to the generality of this clause, any information or messages including any of the following acts shall be prohibited:

- (a) any act which endangers the security of the State and/or public order and/or are in breach of applicable Laws or offend public morals,
- (b) harassment of persons,
- (c) any act which constitutes a use of telecommunications means in a way not consistent with their purpose,
- (d) any act which is in breach of the Law or omits anything provided by the Law,
- (e) any act which constitutes a criminal offence or instigates the commission of a criminal offence,
- (f) any act which constitutes a civil offence against any individual or instigates the commission of a civil offence,

(g) anything which is immoral or instigates immoral behaviour or is of sexual nature or content,

(h) anything which offends the faith and/or principles and/or the religious beliefs of any person,

(i) anything which interferes with the constitutional rights of a person,

(j) anything which may harm CYTA's good name,

(k) anything which promotes or expresses racial, sexual or other form of discrimination,

(l) anything referring to activities of famous persons or implying anonymously persons without their written consent or interfering with the personal life of any individual,

(m) anything which encourages any person to engage in dangerous activities or to use dangerous substances.

13.1 Cyta shall not be liable for any advertisement, products, services or other material available through the Service or for any claim which is in any way related to the Service or the use thereof or the content of the messages. The Subscriber shall be exclusively liable for all the above.

13.2 The subscriber shall hold Cyta harmless against any lawsuit or claim which may be instituted against it or any judgment made against it (including legal fees) resulting from any cause for action arising from the enforcement of this Agreement or the use or otherwise from the use of the software or the service by the Subscriber of the Service or the content of the messages/advertisements. Provided that in any such case Cyta shall notify the Subscriber immediately on any claim instituted against it and shall give the Subscriber any opportunity and assistance in any defence against such claim and shall not make any admission or compromise or any other act which may prejudice such defence without the approval of the Subscriber, unless the Subscriber fails to defend such claim within fifteen (15) days from the date on which the Subscriber is notified of any such claim.

14 Cyta may terminate the provision of the Service and claim legal compensation if, at its absolute discretion, any Laws and/or Regulations and/or any of these Special Terms are violated.

15 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 which results from:

- (a) the use or inability to use or illegal use of the Service,
- (b) any products, data, information or services received through the Service,
- (c) access to the Service without authorisation or demand for data,
- (d) Demands related to the use of the software.

16 Cyta shall not make any express or implied warranty including, but not limited to, any implied warranty for merchantability or fitness for a particular purpose. More specifically, Cyta does not warrant that the Service will not be interrupted, that it shall be timely, secure, error free or that the Service shall be available at any time and any location.

17 In the case where the Subscriber causes damage to the DSL Modem and/or the additional equipment (Splitter/Filter), then Cyta shall repair the damage or deterioration which was not caused by reasonable wear and tear however, the Subscriber shall be obliged to indemnify Cyta for the materials and labour required and which shall be charged on the Subscriber's monthly bill.

18 The Subscriber shall be obliged to ensure the proper wiring of his/her premises prior to the visit of Cyta technicians for the installation of the DSL Modem and the Splitter/Filter. Furthermore, the Subscriber must make provisions for a suitable space to place the Equipment. Failure to do so, may lead to a delay in the provision of the Service.

19 The Subscriber shall give access to the premises for Cyta's personnel which will install the Equipment. In the case where Cyta's personnel need to cross through or enter premises which belong to a third party in order to install the Equipment, the Subscriber shall be obliged to obtain the third party's consent.

20 The Subscriber shall be responsible for the security of the passwords given to him/her and in case they are disclosed to third parties, the Subscriber must report it to Cyta immediately.

21.1 The Service and the software of the Service contain information which is protected by the legislation concerning copyright, trademarks, service marks, patents or other rights.

21.2 Users are not permitted to copy, reproduce or allocate the content of the Service in any manner whatsoever or to create products resulting from the content of the Service, without Cyta's express authorisation or that of any publisher of such content.

22 Users are obliged to indemnify third parties in case there is a claim arising from the content transmitted via the Service.

23 In case there is a termination of these terms or suspension of the Service, the equipment shall be returned to Cyta. Failure to return the Equipment or part thereof shall render the Subscriber liable to indemnify Cyta for the price of the Equipment which shall be charged on the Subscriber's monthly bill.

24 In case the Subscriber requests a temporary service disconnection, the period of disconnection cannot exceed six (6) months within a calendar year.

25 Cyta shall inform the Subscriber at least one (1) month before the date of application of any amendment in the Special Terms regarding the proposed amendment and regarding the right of the Subscriber to terminate the Service without penalties in case the amendment is not accepted by the Subscriber.

1 These terms are supplementary to the General Agreement for the Provision of Electronic Communications and along with the General Agreement shall govern Cyta's Cytanet-Internet Service.

2 DEFINITIONS

2.1 "DSL Modem" means the terminal equipment provided by Cyta for the provision of broadband services which operates in accordance with the ITU-T standards and is compatible with Cyta's Access Equipment (DSLAM).

2.2 "ONT" means the optic network terminal equipment provided by Cyta for the provision of broadband services which operates in accordance with the ITU-T standards and is compatible with Cyta's Access Equipment (OLT).

2.3 "Equipment" means the DSL Modem, the ONT and the Splitter/Filter Equipment.

2.4 "Splitter/Filter Equipment" means the splitter or the frequency filter, provided by Cyta and which are in line with international standards and specifications. Their installation ensures the proper function of broadband services and telephony.

2.5 "Subscriber" means any party to an electronic communications agreement other than Cyta.

2.6 "Service" means the Cytanet - Internet service which offers to the Subscribers access to the internet, via Cyta's broadband network and is provided for homes and business clients. The provision of the service requires a wired Broadband Access. The service is not provided separately.

3.1 Subject to the provisions of clause 15.3 below, provision of the Service shall be effected within thirty (30) calendar days from the receipt of the application for the provision of the Service, unless otherwise agreed between Cyta and the Subscriber.

3.2 Provision of the Service shall be possible only where there are available suitable network resources and the distance and the quality of the wired Broadband Access of each Subscriber is suitable.

4 The resale of the Service (or part thereof) is prohibited. The Service cannot be sold to internet service providers or other providers of broadband content.

5 Cyta undertakes, in accordance with the Telecommunications Service Law and in accordance to the Law and the applicable Telecommunications Service Regulations in force for the time being, which constitute part of these terms, to install and to maintain a DSL Modem, an ONT as well as a Splitter/Filter Equipment at the Subscriber's premises.

6 Cyta shall not be obliged to set up the Subscriber's equipment other than the DSL Modem and the ONT (e.g. his/her computer). Cyta's obligation is to activate and to ensure proper operation of the Service up to the DSL Modem.

7 Cyta shall not be liable for any changes in the layout of the Subscriber's premises due to the installation of the DSLModem and the ONT.

8 In the case where the Subscriber causes damage to the DSL Modem and/or ONT and/or the additional equipment (Splitter/Filter Equipment), then Cyta shall repair the damage or deterioration not caused by reasonable wear and tear however, the Subscriber shall be obliged to indemnify Cyta for the materials and labour required and which shall be charged on the Subscriber's monthly bill.

9 The Subscriber shall be obliged to ensure the proper wiring of his/her premises prior to the visit of Cyta's technicians for the installation of the DSL Modem, the ONT and the Splitter/Filter. Furthermore, the Subscriber must make provisions for a suitable space to place the Equipment. Failure to do so, may lead to a delay in the provision of the Service.

10 The Subscriber shall give access to his/her premises for Cyta's personnel which will install the Equipment. In the case where Cyta's personnel needs to cross through or enter premises which belong to a third party in order to install the Equipment, the Subscriber shall be obliged to obtain the third party's consent.

11 Cyta shall not be liable for any damage and/or fault sustained by the Subscriber and/or any third party due to the temporary or permanent interruption of the provision of the Service and/or transmission of any message.

12.1 Cyta shall not be liable for occasional access failures or unsatisfactory quality or speed of the Service.

12.2 A clear description of the speed with which Cyta provides internet access to the Subscriber is included on Cyta's webpage at the links <<http://www.cyta.com.cy/internet-home-products>> and <<http://www.cyta.com.cy/internet-business-products>>.

13 Cyta shall be liable for the maintenance of the telecommunications terminal which remains the property of Cyta. Cyta's obligation for maintenance includes setting of the above terminal equipment, repair of any malfunctions occurring and its replacement, as long as the failure occurs as a result normal use and/or reasonable wear and tear. If the wear and tear or the failure is not caused by normal use and/or reasonable wear and tear, Cyta shall replace it, the Subscriber, however, will compensate Cyta with the cost of the equipment replaced, and this will be charged on his/her monthly bill.

14 Subject to the provisions of clause 15.3 below, in the event of a fault to the Service or continual or regularly and recurring deviation from the actual performance of the Service as regards speed or other quality parameters the Service shall be restored within three (3) calendar days from the reporting of the fault or deviation.

15.1 In case there is a delay in the provision of a Service beyond the time limit provided in clause 3.1 hereinabove, Cyta shall indemnify the Subscriber for every calendar day of the delay with an amount equal to one thirtieth (1/30) of the service installation fee applicable for the time, for a delay of up to thirty (30)

calendar days. Cyta's total maximum liability for compensation for the delay in the installation of the service shall be limited to the installation fee.

15.2 In the event of an omission to fix the fault or deviation within the time limit provided for in clause 14 above, Cyta shall compensate the Subscriber for every calendar day for which the Service is not functioning or the performance of the Service is deviating, with an amount equal to one thirtieth (1/30) of the monthly subscription in force regarding the Service for a delay up to thirty (30) calendar days. The minimum compensation which shall be given to the Subscriber is specified at €1. The total maximum liability of Cyta for a delay in the fixing of the fault or the deviation is limited to one monthly subscription fee.

15.3 Clauses 3.1, 14, 15.1 and 15.2 hereinabove shall not apply where there is a delay in the provision of the Service or the restoration of a fault or deviation which is not attributable to Cyta. The following events are specified as events which may constitute cause for delay not attributable to Cyta (including but not limited to):

1. Damage caused to Cyta's network by third parties other than Cyta.
2. Damage caused outside Cyta's network, but affecting the provision of the Service.
3. When the Service is not available because of scheduled works planned by Cyta.
4. Failure of timely cooperation between the Subscriber and Cyta's personnel or if there are actions pending on behalf of the Subscriber.
5. Force Majeure and/or other events, acts or omissions beyond the reasonable control of Cyta.
6. Any other act beyond the control of Cyta (including but not limited to failure to meet deadlines by third parties, lack of materials in the market, etc.).
7. Damage caused by the Subscriber's terminal equipment.
8. When a fault has been reported but cannot be detected by Cyta following a relevant inspection.
9. When Cyta cannot access the Subscriber's premises.
10. When the use of the Service is not in line with the terms provided in the General Agreement and the Special Terms.
11. When the use of the Service is not in line with the national and international regulations.
12. Lack of available network resources or if an extension of the network is required.
13. When Cyta offers an alternative solution to the Subscriber.

16 The Service as well as any information and messages exchanged, must comply with the Laws of the Republic of Cyprus and the Telecommunications Service Regulations. Without prejudice to the generality of this clause, any information or messages including any of the following acts shall be prohibited:

- (a) any act which endangers the security of the State and/or public order and/or are in breach of applicable Laws or offends public morals,
- (b) harassment of persons,
- (c) any act which constitutes a use of telecommunications means in a way not consistent with their purpose,
- (d) any act which is in breach of the Law or omits anything provided by the Law,
- (e) any act which constitutes a criminal offence or instigates the commission of a criminal offence,
- (f) any act which constitutes a civil offence against any individual or instigates the commission of a civil offence,
- (g) anything which is immoral or instigates immoral behaviour or is of sexual nature or content,
- (h) anything which offends the faith and/or principles and/or the religious beliefs of any person,
- (i) anything which interferes with the constitutional rights of a person,
- (j) anything which may harm CYTA's good name,
- (k) anything which promotes or expresses racial, sexual or other form of discrimination,
- (l) anything referring to activities of famous persons or implying anonymously persons without their written consent or interfering with the personal life of any individual,
- (m) anything which encourages any person to engage in dangerous activities or to use dangerous substances.

17.1 Cyta shall not be liable for any advertisement, products, services or other material available through the Service or for any claim which is related to the Service or its use or the content of the messages. The Subscriber shall be exclusively liable for all the above.

17.2 The Subscriber shall indemnify and hold Cyta harmless against any lawsuit or claim which may be instituted against it or judgment against it (including legal fees) resulting from any cause for action regarding the enforcement of this Agreement or the use or otherwise from the use of the software or the Service by the Subscriber of the Service or the content of the messages/advertisements.

Provided that in any such case Cyta shall notify the Subscriber immediately on any claim instituted against it and shall give the Subscriber any opportunity and assistance in any defence against such claim and shall not make any admission or compromise or any other act which may prejudice such defence without the approval of the Subscriber, unless the Subscriber fails to defend such claim within fifteen (15) days from the date on which he/she is notified of any such claim.

18 Cyta may terminate the provision of the Service and claim lawful compensation if, at its absolute discretion, any Laws and/or Regulations and/or any of these Special Terms are violated.

19 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 which results from:

- (a) the use or inability to use or illegal use of the Service,
- (b) any products, data, information or services received through the Service,
- (c) access to the Service without authorisation or alteration of data,
- (d) Demands related to the use of the software.

20 Cyta shall not make any express or implied warranty including, but not limited to, any implied warranty for merchantability or fitness for a particular purpose. More specifically, Cyta does not warrant that the Service will not be interrupted, that it shall be timely, secure, error free or that the Service shall be available at all times and all locations.

21 The Subscriber shall be responsible for the security of the passwords and in case they are disclosed to third parties, the Subscriber must report it to Cyta immediately.

22 Cyta undertakes to take all necessary measures for the protection of the confidentiality of the Subscribers' personal data.

23.1 The Service and the software of the Service contain information which is protected by the legislation concerning copyright, trademarks, service marks, patents or other rights.

23.2 Users are not permitted to copy, reproduce or allocate the content of the Service in any manner whatsoever or to create products resulting from the content of the Service, without Cyta's express authorization or any publisher of such content.

24 Users are obliged to indemnify third parties in case there is a claim arising from the content transmitted via the Service.

25 In case there is a termination of these terms or suspension of the Service, the equipment shall be returned to Cyta. Failure to return the Equipment or part thereof shall render the Subscriber liable to indemnify Cyta for the price of the Equipment which shall be charged on the Subscriber's monthly bill.

26 In case the Subscriber requests a temporary service disconnection, the period of disconnection cannot exceed six (6) months within a calendar year.

27 Cyta shall inform the Subscriber at least one (1) month before the date of application of any amendment in the Special Terms regarding the proposed amendment and regarding the right of the Subscriber to terminate the Service without penalties in case the amendment is not accepted by the Subscriber.

CYTAVISION

1 The present terms are supplementary to the General Agreement for the Provision of Electronic Communications Services and along with the General Agreement shall govern Cyta's Cytavision Service.

2 Definitions

"DSL modem" means the terminal equipment supplied by Cyta for the provision of broadband telephony services which operates in accordance with the ITU-T specifications and is compatible with Cyta's digital subscriber line DSLAM and includes filters or a splitter.

"Public Viewing" is specified as the broadcasting of the content of the Service at any premises where there is public and where products and services are sold to them, with the purpose to gain profit.

"Equipment" means the Splitter/Filter Equipment and the Set Top Box Equipment.

"Set Top Box Equipment" means the set top box (decoder) which has been provided by Cyta to the Subscriber exclusively for compatibility purposes and which is connected to the television set for the provision of the Service and includes a remote control.

"Splitter/Filter Equipment" means the splitter or the frequency filter, provided by Cyta and which are in line with international standards and specifications. Their installation ensures the sound function of broadband services and telephony.

"Agreement" means the General Agreement and these Special Terms which constitute an integral part thereof.

"Subscriber" means any party to an electronic communications agreement other than Cyta.

"Parental Control System" means the functionality offered by the Service for the protection from access to certain types of content. The Subscriber shall be responsible for the proper programming of the access to the content through the menu of the Service by using the Parental Pin, whereby the Subscriber shall be able to set the age rating control for viewing.

"Service" means the Cytavision Service which offers to the Subscribers interactive content services as these are referred to from time to time in various printed material and Cyta's announcements.

"Purchase Pin" is the password through which the Subscriber can rent movies (Video on Demand), to activate Premium Channels and to activate the Service Pay Per View.

3 Charges/Pricelist

3.1 The Subscriber shall be obliged to pay all relevant fees to Cyta in accordance to Cyta's current price list.

3.2 Cyta reserves its right to vary the charges with one (1) month's written notice and the Subscriber is obliged to pay such varied charges as of the date specified in the notice.

3.3 Cyta shall send to the Subscriber a monthly bill and the Subscriber shall be obliged to fully settle the invoice either at Cyta's offices or by standing order until the end of the calendar month following the month for which the bill was issued. The subscriber shall be able to view the bill through the Service's interface. In the case of a difference, Cyta's bill sent to the subscriber by mail shall be taken into consideration.

3.4 Charging begins immediately with the provision of the Service to the Subscriber and is terminated with the termination of the Service.

3.5 The Subscriber shall pay Cyta, in addition to the fees and charges that apply the relevant amount for VAT which is calculated in accordance with the rate in force for the time being and any other indirect tax applicable or which may apply in the future.

3.6 A Cyta invoice or any part thereof not settled until the due date shall be charged according to the interest rate as this is determined by the Central Bank of Cyprus, plus 1,5% annually, from the date it was due until full settlement and without prejudice as to Cyta's right to terminate the Service or terminate the present Terms.

3.7 The Subscriber acknowledges that the subscription for the basic package shall be charged on a daily basis. The subscription of the other home packages shall be charged on a daily basis for the amount which corresponds to the basic package and the rest of the subscription amount shall be charged as follows: on provision:

1st -15th day of the month the whole of the amount, on the 16th-31st day of the month 50% of the amount and upon termination: the whole amount irrespective of the day of the month.

3.8 The Subscriber acknowledges that Premium Channels shall be charged on a monthly basis, irrespective of the day on which they were provided or the day they were terminated. In the case of services on demand, the charge shall apply per order.

4 Provision of the Service

4.1 Subject to the provisions of clause 9.3 below, the Service shall be provided within thirty (30) calendar days from the receipt of the application, unless otherwise agreed between Cyta and the Subscriber.

4.2 Provision of the Service shall be possible only if the suitable network resources are available and the distance and quality of the telephone line of each Subscriber is suitable. Cyta shall not be obliged to provide the Service if the quality required for the provision of the service is not warranted.

4.3 In case there is a change in the characteristics of the connection resulting in proven permanent drop in the quality of the Service, Cyta shall exert every reasonable efforts for permanent restoration of the quality of the Service. In case that restoration has not been achieved, the customer is entitled to terminate the Service in accordance with the provisions of clause 11.

4.4 Resale of the Service or part thereof is prohibited.

4.5 Subject to the provisions of clause 9.3 below, in case of a fault in the Service this shall be restored within three (3) calendar days from reporting the fault. Cyta reserves its right to charge the Subscriber in case it is established that the fault is caused by poor handling or changes in the wiring and/or fault in other devices which interfere with the Service's signal distribution.

5 Equipment

5.1 Decoder/Set Top Box

5.1.1 For the provision of the Service, Cyta shall supply the Subscriber with the Decoder/Set Top Box Equipment.

5.1.2 Cyta shall undertake the maintenance of the Set Top Box Equipment. The Subscriber shall undertake to take all necessary measures for the protection and proper use of the Set Top Box Equipment. In those cases where the Subscriber is not taking the necessary measures for the protection of the Equipment and the fault is caused by poor handling or damage (e.g. vandalism resulting in breaking of the external part of the device), Cyta shall not be held liable for its maintenance and the Subscriber must purchase new equipment.

5.1.3 Cyta's liability for maintenance in accordance to clause 5.1.2 hereinabove, includes setting up the terminal equipment, repair of any faults and its replacement if the deterioration or fault was caused by reasonable usage and/or reasonable wear and tear.

5.2 Modem - Splitter/Filter

5.2.1 Cyta shall provide the Subscriber with the DSL Modem depending on the product selected. By supplying such equipment and subject to the provisions of the Agreement, Cyta undertakes its maintenance. The equipment which has been supplied remains the property of Cyta.

5.2.2 Cyta's obligation for maintenance includes setting up the above equipment, repair of any faults and replacement of the equipment if the fault was caused by normal use and/or reasonable wear and tear.

6 Installation of the Equipment

6.1 Cyta undertakes the installation, wiring and setting up of the DSL Modem, the Splitter/Filter Equipment and the Set Top Box at the Subscriber's premises if Cyta is their supplier. In case the Modem has not been provided by Cyta, Cyta shall not be held liable for the proper setting up and operation of the Modem.

6.2 During the installation Cyta shall follow the Subscriber's instructions but shall not be liable for the restoration in case of changes in the layout of the Subscriber's premises because of the installation of the Equipment. The Subscriber must provide a suitable space for placing the Equipment. Failure to do so may cause a delay in the provision of the Service.

6.3 The Subscriber must give access to the premises to Cyta's personnel who will install the Equipment. In the case where Cyta's personnel need to cross through or enter premises which belong to a third party in order to install the Equipment, the Subscriber shall be obliged to obtain the third party's consent.

6.4 Cyta's obligation for the installation of the Equipment is limited to the activation of the equipment and the confirmation that the Service is properly functioning, up to the television set. Cyta shall not be liable to set the operation of the Service through any other equipment and/or to set up such equipment (e.g. DVD etc.).

7 Limitation of Liability

7.1 The Service is provided on demand and consequently Cyta shall not be liable if the Subscriber or any person using the Service with the Subscriber's permission sustains any damage or such person is offended or shocked or suffers any psychoneurotic reaction.

7.2 The Service is provided on an "as is" basis and Cyta does not guarantee the continuous provision thereof and shall not be liable for occasional access failure and/or unsatisfactory quality of signal and image/sound, for occasional shortcomings in the function of the user interface.

7.3 Cyta shall not be liable for the kind of content broadcasted or for any occasional shortcomings in the function of the user interface and the Parental Control System for which the Subscriber shall be exclusively liable.

7.4 Cyta shall not be liable for the proper use of the Parental Control System or for the proper use of the Purchase Pin for which the Subscriber shall be exclusively liable.

7.5 Cyta shall not be liable for any damage and/or harm sustained by the Subscriber and/or any third person from the temporary or permanent interruption of the Service and/or transmission of any message/image/sound.

7.6 Cyta shall not make any express or implied warranty including but not limited to, any implied warranty for merchantability or appropriateness for a particular purpose. More specifically, Cyta does not warrant that the Service will not be interrupted, that it shall be timely, secure, error free or that the Service shall be available at any time and any location.

8 Content

8.1 The content which shall be received by the Subscriber shall be the content which is available or it is transmitted by Cyta for the time being at the time of providing the Service.

8.2 The content broadcasted shall contain material which will be suitable or not suitable for children and Cyta cannot control access to it. For this purpose, the Subscriber can use the Parental Control System.

8.3 Cyta shall not be liable for any advertisement, products, services or other material available through the Service or any claim which is in any way related to the Service or the use thereof or the content of the Service.

9 Indemnity

9.1 In cases where there is a delay in the provision of the Service beyond the time limit provided in clause 4.1 hereinabove, Cyta shall indemnify the Subscriber with an amount equal to one thirtieth (1/30) of the service installation fee applicable for the time being per calendar day of delay, for a delay up to thirty (30) calendar days. Cyta's total maximum liability for compensation for the delay in the installation of the Service is limited to the installation fee.

9.2 In the event of a failure to restore any fault of the service within the time limit provided in clause 4.5 hereinabove, Cyta shall indemnify the Subscriber for every calendar day for which the service is not operating, with an amount equal to one thirtieth (1/30) of the monthly subscription in force for a delay of up to thirty calendar days. The minimum indemnity provided to the Subscriber is set at €1. Cyta's total maximum liability for delaying to restore the fault shall be limited to one monthly subscription fee.

9.3 Clauses 4.1, 4.5, 9.1 and 9.2 hereinabove shall not apply where there is a delay in the provision of the Service which is not attributable to Cyta. The following events are specified as events which may constitute cause for delay not attributable to Cyta (including but not limited to):

1. Damage caused to Cyta's network by third parties other than Cyta.
2. Damage caused outside Cyta's network, but affecting the provision of the Service.
3. When the Service is not available because of scheduled works planned by Cyta.
4. Failure of timely cooperation between the Subscriber and Cyta's personnel or if there are actions pending on behalf of the Subscriber.
5. Force Majeure and/or other events, acts or omissions beyond the reasonable control of Cyta.
6. Any other act beyond the control of Cyta (including but not limited to failure to meet deadlines on behalf of third parties, lack of materials in the market, etc.).

7. Damage caused by the Subscriber's terminal equipment.

8. When a fault has been reported but cannot be detected by Cyta following a relevant inspection.

9. When Cyta cannot access the Subscriber's premises.

10. When the use of the Service is not in line with the terms provided in the General Agreement and the Special Terms.

11. When the use of the Service is not in line with the national and international regulations.

12. Lack of available network resources or if an extension of the network is required.

13. When Cyta offers an alternative solution to the Subscriber.

9.4 The Subscriber shall indemnify and hold Cyta harmless against any lawsuit or claim which may be instituted against it or judgment made against it (including legal fees) resulting from any cause for action arising from an act or omission of the Subscriber or the use of the software or the use of the Service in a way which may cause damage, or the content of the programmes/messages/advertisements or breach of this Agreement and in particular without limitation the provisions of clause 11.5.

Provided that in any such case Cyta shall notify the Subscriber immediately on any claim instituted against it and shall give the Subscriber any opportunity and assistance in any defence against such claim and shall not make any admission or compromise or any other act which may prejudice such defence without the approval of the Subscriber, unless the Subscriber fails to defend such claim within fifteen (15) days from the date on which he/she is notified of any such claim.

9.5 Cyta may terminate the provision of the Service and claim lawful compensation if, at its absolute discretion, any Laws and/or Regulations and/or any of these Special Terms are violated.

9.6 Cyta shall not be liable for any direct, indirect, exemplary, consequential or punitive damage, for the loss of profits, reputation or any other damage which results from:

- (a) the use or inability to use the Service,
- (b) any products, data, information, content, programmes or movies or services received through the Service,
- (c) access to the Service without authorisation or alteration of data,
- (d) Demands related to the use of the software.

10 Public Viewing

10.1 Public Viewing of the content of the Service is prohibited, unless the Subscriber pays the respective fee for Public Viewing.

10.2 If during the installation of the Service or an on-site visit it is established that the Service is used for Public Viewing, Cyta shall make the necessary alterations and the Subscriber shall be burdened with the Public Broadcasting charges.

10.3 In cases where Cyta establishes that the Subscriber of the Service (a) has a home product installed in his/her premises and in an unlawful manner he/she is broadcasting the content in nearby premises or (b) he/she has a Public Viewing product and he/she is broadcasting it lawfully in his/her premises but at the same time he/she is broadcasting it via internal wiring or in any method, to other nearby premises, the Subscriber shall be charged with the respective subscription charges, provided that the procedure laid down below has been followed:

- (a) The Subscriber shall receive a notice in writing informing him/her that if following a second on-site inspection at his/her premises it is established that these terms are violated, then the Service shall be temporarily terminated by Cyta, until the Subscriber has complied with the notice within the time specified.
- (b) In case the Subscriber does not comply with the notice within the time specified by Cyta, the Service shall be terminated.

10.4 The temporary disconnection of the Public Broadcasting Viewing package shall be provided only if the Service was connected and operated normally for 15 continuous days before the requested date of temporary disconnection.

11 Miscellaneous

11.1 In case the Subscriber causes damage to the Equipment, Cyta shall repair the damage or deterioration caused by reasons other than physical wear and tear, the Subscriber, however, shall be liable to indemnify Cyta for the materials used and the labour which shall be charged on his/her monthly bill.

11.2 The Subscriber shall be responsible for the security of the passwords which are given to him/her and in case they are disclosed to third parties without his/her permission, the Subscriber must report it to Cyta immediately.

11.3 The Service, the content and the software of the Service contains information which is protected by the legislation concerning copyright, trademarks, service branding, patents or other rights.

11.4 Any attempt to alter, copy, interfere on the software and/or hardware is prohibited. It is specifically prohibited to interfere with the Decoder.

11.5 Users are not permitted to copy, reproduce, change, resell or allocate the content of the Service in any manner whatsoever or to create products resulting from the content of the Service, without Cyta's authorization or that of any publisher of such content.

11.6 Users shall be liable to indemnify any third parties with regard to any claim resulting from breach of the provisions of clause 11.5 above.

11.7 The present terms shall be governed by Cyprus Law and shall be subject to the jurisdiction of the Cyprus Courts.

11.8 In case the Subscriber requests a temporary service disconnection, the period of disconnection cannot exceed six (6) months within a calendar year.

12 Termination

12.1 Without prejudice to the rights for terminating the Service as provided in clause 11 of the General Agreement, Cyta shall have the right to interrupt the Service and to terminate forthwith this Agreement if all charges payable referred to in clause 3 of this Agreement, are not paid or settled by the Subscriber, in accordance with the terms and conditions of this Agreement.

12.2 Cyta shall be entitled to terminate the Service and the Agreement with a written notice with immediate effect if the Subscriber fails to comply with or violates any of the conditions provided above.

12.1 Cyta shall be entitled to terminate the Service if the quality of the Service has dropped dramatically and irreversibly, to the point that it is mutually established that the Service has become non-functional. It is assured that Cyta would have previously exerted every effort to restore the quality of the Service.

Everything referred to hereinabove shall apply if the affected party has taken all reasonable measures to fulfill his/her obligations in an alternative manner.

12.2 Cyta shall inform the Subscriber at least one (1) month before the date of application of any amendment in the Special Terms regarding the proposed amendment and regarding the right of the Subscriber to terminate the Service without penalties in case the amendment is not accepted by the Subscriber.

12.3 In case the Subscriber applies for a termination of the Service on the last day of the month, the Subscriber acknowledges that the procedure for removing the Service shall be carried out at any time of the day during the last day of that month.

12.6 In case there is a termination of these Terms or interruption of the Service, the Equipment shall be returned to Cyta. Failure to return the Equipment or part thereof, shall render the Subscriber liable to indemnify Cyta for the price of the Equipment which shall be charged on the Subscriber's monthly bill.