



GENERAL AGREEMENT FOR THE PROVISION OF ELECTRONIC COMMUNICATION SERVICES

AGREEMENT NUMBER:

Agreement between the Cyprus Telecommunications Authority, of Telecommunications Street, PO Box 242929, 1396 Nicosia (henceforth "Cyta") and the Subscriber referred to herein, which witnesses the following:

Cyta, in exchange for one (1) Euro, payable with the first bill, shall provide to the Subscriber the electronic services included in the current General Agreement and Special Terms of Services, provided that the Subscriber pays all applicable fees and other charges in force at the time, for the use of the services.

SUBSCRIBER'S DETAILS

Identity Card Number / Registration Number

Postal Address (Invoicing)

.....

.....

CONTRACTING PARTIES

The Subscriber

Name of Subscriber

Signature Date

IF SIGNED BY A REPRESENTATIVE OF THE SUBSCRIBER:

FullnameofSignatory.....

Signatory's Capacity Identity Card No.

For Cyta

Employee's Name Employee's No.

Signature Date

(Stamp Duty Paid)

GENERAL TERMS

1. SCOPE OF THE AGREEMENT

1.1 The current 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 to any additional Services which may be provided to the Subscriber in the future, as described in clause 4 below.

1.2 The current 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 Laws of 2004 until 2017 [L.112(I)/2004 as amended], the applicable Regulations or Orders and/or those that shall be issued, and the Telecommunications Services Law (CAP.302), and the Telecommunications Regulations issued under it and any amendments or additions thereof from time to time.

2. CYTA'S OBLIGATIONS

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

2.2 Cyta shall provide summary bills to the Subscriber (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 regarding the Service tariffs, including any discount schemes, by postal mail and / or / leaflets at the Cytashops and / or through press releases, as well as through the telephone service 132 (Cyta Call Centre) 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 will provide the Subscriber with call barring services upon request, when available depending on the Service.

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 the provisions of the 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 and the relevant secondary legislation.

2.8 Subject to the provisions of terms 13.4 and 13.5 below, Cyta shall notify the Subscriber of any changes to the tariffs and charges, particularly when such changes result in an increase of the tariffs and charges, at least one (1) month prior to their implementation.

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 appropriate 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 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 on Electronic Communications Law, the Telecommunications Service Law and the relevant secondary legislation.

3.3 The Subscriber shall be provided with 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 damage or malfunction in the Services is identified.

3.5 The Subscriber shall only use approved terminal equipment which complies with the applicable legislation in force regulations, orders or decisions to this effect.

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

3.7 The Subscriber shall report to Cyta any fault in the provision of the Services.

3.8 The Subscriber shall not cause any interference or take any actions that may endanger the integrity of the network 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 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. 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 Fees.

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

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

3.14 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.

3.15 The Subscriber shall use the Services in a manner 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.

3.16 The Subscriber shall not arbitrarily interfere with the electronic communications connections or the installations and shall not act in a way which may cause disruption to the communications.

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

3.18 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 and unaffected against any lawsuit or action or a third Party claim for any action or omission caused or based or derived from false or negligent information or representations or statements made by the Subscriber.

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

4. SERVICES PROVIDED

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

4.2 For the provision of an additional Service, the Subscriber must submit an application with the specified form. The provision of certain Services,

as those are specified by Cyta, 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 the current General Agreement or any additional Services.

4.4 Cyta reserves the right to suspend or terminate the provision of any Services in general, upon notifying the Subscriber to this effect.

5. INITIAL CONNECTION TIME

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

6. CHARGES - INVOICING - DISPUTES

6.1 The applicable Service Tariffs 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 the Cytashops and the telephone service 132 (Cyta Call Center). Subject to the provisions of term 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. It is understood 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 call charges, the subscription and other charges incurred in the month prior to the one 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 with the provisions of terms 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 In case a Cyta bill or any part thereof is not paid by the last day on which it is due, Cyta is entitled to charge and collect, in addition to the due amount, interest on the due amount, at an interest rate equal to the government default interest rate specified in the Decree on Defining the Uniform Government Interest Rate for the year the debt is due, in accordance with the legislation, from the due date until full settlement without prejudice to the right of Cyta to terminate the Service or the current 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 is 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. If it is established that the charge was incorrect, the Subscriber shall be credited with the amount of the additional charges. 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 the Subscriber's request, 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 issue.

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

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 concealment of the last three (3) dialled digits, 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 dialled 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's services, including pricing and charging, electronically, in the Cytashops, from the telephone service 132 (Cyta Call Centre), as well as from Cyta's 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 with 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 damage and to restore the Service as soon as possible and, in any case, in accordance with the Special Terms of every Service.

7.3 Cyta shall operate a Call Centre, where the Subscriber may report damages.

7.4 Cyta shall indemnify the Subscriber for any delay in the provision of the Service or the restoration of damages 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 case of continuous or regularly recurring deviation from the actual performance of internet access as regards speed or other quality parameters are specified in the relevant Special Terms of the Service.

7.6 Cyta shall comply with the standards and / or specifications issued by the European Organisations for Standardization (European Committee for Standardization (CEN), the European Committee for Electrotechnical Standardization (CENELEC), and the 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 the user's freedom to select. In the absence of such standards and / or specifications, Cyta applies international standards or recommendations approved by the International Telecommunication Union (ITU), the International Organization for Standardization (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, require the Subscriber to provide a satisfactory financial guarantee or guarantees in accordance with Cyta's respective guarantee policy for payment of the relevant bills and, where guarantees are not provided, Cyta may refuse to provide or to continue to provide the Service. Guarantees which may be requested per service include the imposition of a credit limit, or the payment of a guarantee or bank deposit which does not exceed 500 Euros, or the signing of a guarantee document, or a combination thereof. In certain cases, a larger guarantee deposit may be required if this is agreed by both Parties.

8.2 In case of termination of a Service for which a guarantee was provided, the unused guarantee or unused part thereof, shall be accordingly 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 interruption of any electronic communications service which may be caused by an inevitable accident, physical wear 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, marketable quality 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 interruption of Service or distortion of its quality, while Cyta's liability shall be limited to exerting 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 interruption, damage or distortion to the quality of Service is limited to the compensation foreseen herein, and in the Special Terms of Service for each case.

10 TERMINATION / SUSPENSION OF SERVICES

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

10.2.a Cyta reserves the right to suspend the provision of Services in the event of non-payment of a bill after the due date, either immediately or following a relevant notice, in accordance with applicable procedures. Specifically for telephony Services, the Subscriber will not be able to make outgoing calls (excluding emergency calls). If the invoice remains unpaid, the Service will be permanently disconnected, including incoming calls where applicable. Monthly subscription charges will continue to apply until the final disconnection of the Service.

10.2.b The suspension of one Service may affect other services or all services used by the Subscriber.

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

10.4 Cyta may temporarily terminate Services for maintenance purposes and / or network upgrades or network damage restoration and / or for 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 of the terms by any Party shall be considered a material breach and shall give the right to the non-defaulting Party to terminate this Agreement (subject to the provisions of term 11.3 below) and/or to claim damages and/or to take any other and/or further measures, 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 written notice. 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 immediately terminate the General Agreement 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 and with immediate effect, by giving written notice to the other Party 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,
- (ii)) Execution of an assignment for the benefit of creditors or seeking relief by either Party under the Bankruptcy Law or similar legislation in force, or entering into liquidation or a composition scheme with creditors, or the initiation of any other similar procedure as a consequence of debt,
- (iii)) If either Party is guilty of wilful misconduct or resorts to fraudulent practices in the execution of the current General Agreement.

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

11.5 Cyta may terminate the General Agreement with three months' notice. **11.6** The General Agreement shall be terminated by the Subscriber in case of termination of all Services, 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 the protection of personal data in accordance with the applicable legislation and regulations in force.

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

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 while the Subscriber may request not to be included in the database.

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

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

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

13 AMENDMENTS

13.1 The current General Agreement and / or Special Terms may be amended by Cyta with one (1) months' notice to the Subscriber, subject to the provisions of terms 13.2, 13.3 and 13.4.

13.2 The current General Agreement and / or Special Terms may be amended by Cyta unilaterally for purposes of compliance with applicable legislation and Regulations, by instructions or decisions or other actions of the Commissioner of Electronic Communications and Postal Regulations, or other Government Authority or Department.

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

13.4 Cyta reserves the right to revise its Service Tariffs and other charges at any time by notifying the Subscriber in accordance with term 13.5 below, for reasons such as compliance with National or European legislation, adherence to the principle of cost orientation or the introduction of new commercial proposals.

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

14 FORCE MAJEURE

14.1 Any delay to execute or failure to execute the current Agreement by any Party, shall not constitute a breach of Agreement, if and for such time as the delay and / or failure is due to any events, actions or accidents 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 or other authority, natural disasters, epidemics, earthquakes, floods, fire, storm, torrential rain, cyclones, war, hostile and military or terrorist acts, revolts, military or civil uprisings, riots or political turmoil and disputes, strikes, labour unrest, dismissals or lockouts of factories, omissions or destruction of public services, mechanical or electrical or electronic damages or other events beyond the affected Party's control.

It is understood that the above shall apply if and when the affected Party has done whatever is reasonably possible to meet its obligations in an alternative manner.

14.2 If any of the events, actions or incidents referred to in paragraph 14.1 of the current Term occur, 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, actions or incidents referred to in paragraph 14.1 of the current Term, shall be suspended for the duration of the force majeure and the timeframe for their execution shall be extended for a duration equal to the duration of the above events, actions or incidents.

14.4 If the execution of the current Agreement, as a consequence of the events, actions or incidents referred to in paragraph 14.1 of the current Term, is suspended for a period of more than six (6) months, either Party may legitimately terminate the current Agreement by written notice to the other Party to that effect.

15 CONFIDENTIALITY

15.1 The Parties agree that all information, including without prejudice to the generality of the current term, 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 the current Agreement, whether verbal, written, graphic, electronic, machine-readable or other form, inventions, techniques, processes, devices, discoveries, improvements, upgrades and developments and any other intellectual property rights, 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 an exchange.

15.2 The Parties are obliged to keep all Confidential Information secret and confidential and not to use or allow the use or copy or cause to copy

such Confidential Information and not to disclose such Confidential Information, in whole or in part, to any of their personnel who do not need to receive such information for the purposes of this Agreement.

15 . 3 The protection of any Confidential Information under this Agreement does not and shall not extend to any information which the Recipient Party can prove, upon the written request of the disclosing Party disclosing, that:

- (a) at the time of disclosure the information was, or subsequently became, part of the public domain, in a way other than through a breach of this term by the Recipient Party, or
- (b) the information was lawfully obtained by the Receiving Party from a third person with full rights of disclosure, or
- (c) the information was already in the unrestricted possession of the Recipient Party at the date of the receipt of such information, as evidenced by written documentation in the files of the Recipient Party, or
- (d) the information has since become publicly known or 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) the information has been published or is published without violation of the current Agreement, or
- (f) the information has been approved for unrestricted disclosure or use, by written authorisation of the Disclosing Party, or
- (g) if the Recipient Party is legally obliged to disclose such information as a result of any Law, Regulation, Rule of Court Procedure 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) information for which it is specifically and expressly stated as not being confidential.

16 ASSIGNMENT

16 . 1 Cyta may assign the rights and/or obligations pursuant to the General Agreement to any successor.

16 . 2 Subject to the provisions of term 16.1 above, the rights and obligations arising out of the current 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, the current 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 by letter or facsimile or electronically via the website www.cyta.com.cy, or by telephone via the telephone service 132 (Cyta Call Centre), or by personally visiting the Cytashops available in all districts, and his / her complaints shall be dealt with by the competent Complaints department as specified on Cyta's website at <https://www.cyta.com.cy/send-email>. The Subscriber may be informed of the course and progress of his/her complaint 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. It is understood 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, as well as any complaints or disputes by the Subscriber within 21 days from the submission of the complaint.

17 . 5 If, despite the best efforts of the Parties to resolve a dispute no agreement is reached, then either Party may refer the dispute to the Commissioner for Electronic Communications and Postal Regulations for resolution, and / or refer the matter to the Courts.

18. ENTIRE AGREEMENT

18 . 1 The General Agreement represents the entire agreement between the Parties and no promises, representations, terms, conditions and obligations shall apply whatsoever, whether in writing or express or implied, except those contained in the General Agreement.

18 . 2 The General Agreement replaces all prior agreements, representations, promises, understandings or assurances between the contracting 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 the current Agreement or in any document executed in connection with the General Agreement is 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.

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, together 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 with 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 term 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 term 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 are given as to why the said request is not possible, and 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 configuring the aforementioned terminal equipment, repairing any faults and replacing it, if the deterioration or damage was the result of physical wear and tear. If the deterioration or fault is not caused by physical 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 his/her 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 modify his / her 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 installation 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 is required for the provision of the Service, the Subscriber shall pay in advance the relevant expenses foreseen 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 due, Cyta shall have the right to terminate the provision of the Subscriber's services in accordance with the provisions of term 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, the provisions of clause

10.2 of the General Terms shall apply.

(a) send a written notification to the address indicated 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 written notification, the Subscriber shall not be able to make outgoing calls through the telephone connection in question, except for emergency calls.
- (ii) upon the expiry of 30 days from the dispatch of the written notification, 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) above, Cyta shall not discontinue any other fixed telephony electronic communication service provided to the Subscriber, to the extent that this is feasible, because of the discontinuance of the particular telephone service which had not been settled.

(c) In the event that Cyta, following the procedure referred to in paragraph (a) above, discontinues the provision of the fixed telephony service to the Subscriber, such discontinuation shall be limited to the particular service that has not been settled, unless:

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

It is understood 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.

11 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.

12 The Subscriber may request:

- (a) Transfer of his/her telephone connection to another address within the area of the fixed telephony network, in a place where he/she 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 the Service, the period of which cannot exceed 6 (six) months within a calendar year.
- (d) Permanent disconnection of his/her telephone connection.
- (e) Provision of an itemized bill as determined in the General Agreement.

13 Subject to the provisions of term 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.

14 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 services;
- (v) Calls to internet numbers.

(b) Free of charge barring of the calling line ID for outgoing calls.

(c) Calling Line ID restriction for incoming calls. This facility is provided free of charge, as long as the Subscriber makes limited use of it.

(d) Rejection of incoming calls without calling line ID.

(e) Restriction of the connected line ID to the Caller, when the identity of the connected line is provided.

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

16 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.

17 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.

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

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

20 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 with the number categories referred to in Annex "I" of the Portability of Numbers Order (Regulatory Administrative Act 565/2003) 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 term 4 above, Cyta shall indemnify the Subscriber with an amount equal to one thirtieth (1/30) of the applicable service installation fee, for a delay of up to thirty (30) calendar days. Cyta's total maximum liability for compensation for a delay in the installation of the service is limited to the installation fee.

22.2 Where there is failure to restore any fault to the service within the time limit provided in term 14 above, 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 applicable monthly subscription for a delay of up to thirty (30)

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.

22.3 Terms 4, 14, 22.1 and 22.2 above 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, actions or omissions beyond Cyta's reasonable control.
6. Any other action beyond Cyta's control (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 accordance 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 belong to Cyta.

25 Cyta shall notify the Subscriber at least one (1) month before the date of application of any amendments 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 Subscriber does not accept the amendment.

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 with the Special Terms of the Services - Internet and DSL Access.

2.2 "Service Modem" means the terminal 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 the Subscriber 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 the IP address in Cyta's Private IP Network that is provided to the Subscriber for the connection of his/her PBX.

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

2.7 "Business Telephony for PBX" means the local interconnection of the Subscriber's Private Branch Exchange (PBX) to the Cyta Network, through 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 network using the Sip Protocol and a Public IP.

2.9 "Telephony Small Business and Business Telephony" means the provision of the telephony facilities of a PBX through the 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 Cyta's public packet-switched 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 Subscriber.

2.14 "Telephone Number Connection Equipment" 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 "SIP Authentication Codes" means the username and password used by the Subscriber to connect the PBX he/she uses to access the Service.

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

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

2.18 "SIP to ISDN Converter" means the equipment used to convert the SIP protocol to ISDN. The converter belongs to Cyta and, in case of a termination of the Service the customer is obliged to return it to Cyta immediately. If the customer fails to return the Converter back to Cyta he/she will be charged with the applicable non-recovery equipment charge.

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

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

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

2.21 "DSL Access Service" means Cyta's DSL Access Service, which offers to Subscribers access to the Cyta broadband network through copper or optical access and is governed by relevant Special Terms.

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

2.23 "Internet Service" means Cyta's Internet Service, which offers its subscribers access to the Internet via the Cyta Broadband Network and is provided for residential and business customers. The provision of the service requires a copper or optical access and is governed by relevant Special terms.

3 DESCRIPTION OF SERVICE

3.1 The Broadband Telephony service for home use is available in the following forms:

3.1.1.1 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.

3.1.1.2 Telephony Special Use Service for one (1) telephone in combination with broadband telephony service which can be used for voice calls.

3.1.2.1 Telephony Plus Service for up to two (2) 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 My Cyta. The additional numbers provided can be activated:

- a. via the 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 Cyta, and paid in monthly instalments, 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. with an IP Videophone, which may be purchased from Cyta, paid in monthly instalments, or from 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 Application and use of the TelOnTheGo facility. 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 My Cyta 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.

3.1.2.6 Subject to the provisions of term 5.24 below, the connection of Telephony, Telephony Special Use and Telephony Plus Services shall be done within fifteen (15) calendar days from the receipt of the application for the provision of the Service, unless otherwise agreed between Cyta and the Subscriber, or if notification is given in accordance with term 5.12 below.

3.1.2.7 Subject to the provisions of term 5.24 below, in the event of fault to the Service, it shall be repaired within three (3) working days from the reporting of fault.

3.2 BROADBAND TELEPHONY SERVICE FOR BUSINESS USE

The Broadband Telephony Service for business use is provided via one of the following three functions of operation and/or a combination of: 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 Business Telephony Service provides the full range of telephone facilities of a PBX using Cyta's Network and Cyta's specific telephony platform, without the need for the Subscriber to purchase and install any equipment. The Service can also be used to interconnect business locations at different installation points.

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

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 Service 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 broadband 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 the Internet Service or the DSL Access 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 understood 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 Service and use of Private IP is provided to Subscribers who have a Private Branch Exchange (PBX) system and offers the interconnection of the Subscriber's PBX to Cyta's private voice 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 Internet Service or the 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 broadband telephony package of the Subscriber.

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

3.2.3 Sip Trunking Over the Cloud

3.2.3.1 The Sip Trunking over the Cloud Service offers the connection of the Subscriber's PBX to the Cyta's private voice 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/she uses corresponds to the concurrent calls he/ she wants. Otherwise, missed calls are to be expected.

3.2.3.3 Through the interconnection, the Subscriber has the ability to make local international and intracompany calls. The Subscriber can make simultaneous voice calls according to the number of the concurrent calls he/she has selected.

3.2.3.4 Calls between the telephone numbers of the same Subscriber's phone numbers registered with the Sip Trunking over the Cloud Service are free of charge, while the rest of the calls to local and international numbers will be charged according to the Subscriber's broadband service package.

3.2.3.5 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.

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

3.2.4.1 Subject to the provisions of term 5.24 below, the connection of Telephony Small Business, Business Telephony, Business Telephony for PBX and SIP Trunking over Cloud services shall take place within thirty (30) calendar days from the receipt of the application for the provision of the Services, unless otherwise agreed between Cyta and the Subscriber, or upon written notification in accordance with term 5.12 below.

3.2.4.2 Subject to the provisions of term 5.24 below, in case of fault to this Service, it shall be restored within three (3) working days from the reporting of the fault.

4 PROVISION OF SERVICES

4.1 For the provision of the Service, a DSL Access connection or an Internet or Ethernet Service is required. The provision is limited to one Service per DSL Access, Internet or Ethernet product. The Service operates with the replacement of the DSL Modem with the Service Modem.

4.2 For Business Telephony, Business Telephony for PBX and Sip Trunking Over the Cloud Services, the required capacity of the connection is calculated according to the concurrent 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 the 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 PBX.

5 CYTA'S OBLIGATIONS

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

5.2 Cyta shall ensure the transmission of voice, audio information, images and data with a bandwidth of at least 3.1 kHz between network terminals at fixed locations, and shall allow:

(a) local and international telephone calls, to and from the connection point,

(b) Facsimile (fax) telecommunications (Group III, in accordance with the International Telecommunication Union (ITU) recommendations in "series T").

(c) voice band data transmissions to the user at a speed of at least 14.4Kbit/s. **5.3** 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.

5.4 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.

5.5 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 the 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 physical wear and tear. If the failure is not caused by normal use and/or physical 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.

5.6 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.

5.7 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.

5.8 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.

5.9 Cyta shall allow the Subscriber to call the emergency services free of charge through the European emergency call number "112".

5.10 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.

5.11 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.

5.12 In those instances when Cyta may not implement a request to connect to the fixed public telephone network, Cyta is obliged to send to the Subscriber a written response within five (5) working days from the date of receipt of the relevant request, in which Cyta describes in detail the reasons why the implementation of the request is not feasible, and must inform the Subscriber that he / she may appeal to the Commissioner as foreseen in Law 112 (I) 2004.

5.13 The Subscriber may request:

(a) the transfer of his/her telephone connection to another address within the area of the fixed telephone network, at premises the Subscriber has possession, control and ownership.

(b) the assignment of the telephone connection to another person by submitting the appropriate statements and by settling all outstanding debts to Cyta, provided that the transferee has possession, control and ownership of the premises where the telephone connection shall be established and operating.

(c) the temporary disconnection of the Service, for a period that may not exceed 6 (six) months within a calendar year.

(d) the permanent termination of the Subscriber's telephone connection.

(e) the provision of an itemised bill, as defined in the General Agreement.

5.14 Cyta will ensure that, at the request of the Subscriber, it shall offer:

(a) Geographical number portability limited within each numbering area according to the destination code in the Numbering Plan of the Republic of Cyprus and,

(b) Non-geographical number portability (apart from mobile number portability) as the number categories listed in Annex "I" of the Portability of Numbers Decree (R.A.A 565/2003), acting, as the case may be, either as a Donor Provider or Receiver Provider.

5.15 The Service has been designed and implemented to offer the Subscriber security, reliability and protection against malicious attacks up to the point of connection to the wider internet.

5.16 In the Sip Trunking Over the Cloud Service, the security of the service from the connection point in the Cyta Network up to the Subscriber's PBX burdens the Subscriber exclusively.

5.17 Business Telephony for PBX and Sip Trunking Over the Cloud Services require the continuous certification of the Subscriber's PBX communication with the Cyta telephone network. This means that the PBX must be set up in order to certify SIP Certification Codes every 6 seconds.

5.18 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 itself within the context of a general change in the numbering system. Meeting such a request made by the Subscriber, lies

within Cyta's discretion.

5.19 Cyta shall provide at the Subscriber's request the basic level of itemised bills free of charge.

5.20 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.

5.21 Cyta shall allow the Subscriber access to the telephone services of any other providers of fixed telephony services who are interconnected with Cyta's fixed telephone network, with the possibility of a per-call selection with the use of a carrier selection prefix/access code.

5.22 In cases where there is a delay in the provision of the Broadband Telephony Service beyond the time limit provided in terms 3.1.2.6 and 3.2.4.1 above, 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.

5.23 In the event of a failure to restore any fault to the service within the time limit provided in term 5.24 below, 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.

5.24 The terms 3.1.2.6, 3.1.2.7, 3.2.4.1 and 3.2.4.2, 5.22, 5.23 above shall not apply where there is a delay in the provision of the Broadband Telephony Service or in the restoration of faults 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 Broadband Telephony Service.
3. When the Broadband 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 obligations pending on the part of the Subscriber.
5. Force majeure and / or other events, actions or omissions beyond Cyta's reasonable control.
6. Any other action beyond Cyta's control ((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 Broadband Telephony Service is not in accordance with the terms provided in the General Agreement and the Special Terms. 11. When the use of the Broadband Telephony Service is not in accordance with 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.

5.25 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.

6 SUBSCRIBER'S OBLIGATIONS

6.1 The Subscriber has 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/her telephone installation in accordance with the instructions of Cyta's authorised 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.

6.2 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 due, Cyta shall have the right to terminate the provision of the Subscriber's services in accordance with the provisions of term 6.3 below.

6.3 In the case where the Subscriber has not settled his/her bill for the provision of a broadband telephony service within the prescribed time limit, the provisions of clause 10.2 of the General Terms shall apply:

- (a) send a written notification 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 written notification, the Subscriber shall not be able to make outgoing calls through the telephone connection in question, apart from emergency calls.
 - (ii)) upon the expiry of 30 days from the dispatch of the written notification, 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, due to 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 broadband telephony service to the Subscriber, such discontinuation 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 bills.
 - (ii)) The Subscriber repeatedly does not settle his/her telephone bills. (iii) It has been established that the Subscriber defrauded Cyta.It is understood 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.

6.4 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.

6.5 The building network shall be installed by the Subscriber.

6.6 The Subscriber shall be responsible for the security of the Passwords, SIP Credentials and Authentication Number for the Business Telephony for PBX

Service 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 authorisation, any charges will burden the Subscriber.

6.7 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 carried out in order to work seamlessly with Cyta's Network.

6.8 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.

6.9 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:

6.9.1 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 fraudulent calls in high-risk countries with high call charges.

6.9.2 The Subscriber of Business Telephony for PBX & Sip Trunking Over the Cloud should apply a strong identification and certification password between his/her 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 and lowercase letters, numbers and special characters and are longer than 8 digits.

6.9.3 The Subscriber of Business Telephony for PBX and Sip Trunking Over the Cloud Services must ensure that for the remote internet access to the PBX, he/she has used a strong authentication password, an encrypted and secure access protocol as well as limitation of the IP addresses with which one may connect to the PBX.

6.10 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 as is, and that it is possible that there will be interruptions or downgrading of the quality or disruption to the Service caused by electrical or mechanical faults or any other cause. In any such case, Cyta's liability shall be limited to an effort to restore the Service, in good faith.

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, Internet 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 actions 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 manner not in agreement with their recipient,
- 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 form of discrimination,
- l. refer to activities of famous persons or imply specific unnamed 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 fully indemnify Cyta, and shall hold Cyta harmless and unaffected against any lawsuit or claim which may be instituted against it or against any judgement that may be issued against it (including legal fees) that results from any cause for action arising from the enforcement of the current Agreement or from the use or otherwise of software or the Service by the Subscriber of the Service. It is understood 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 defense against such claim and shall not make any admission or compromise or any other act which may prejudice such defense without the approval of the Subscriber, unless the Subscriber fails to defend such claim within fifteen (15) days from the notification date.

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, commercial quality, or suitability of speed or otherwise, 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 legislation on intellectual property rights, 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 authorisation 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 notify the Subscriber at least thirty (30) calendar days 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 Subscriber does not accept the amendment.

POST-PAID MOBILE TELEPHONY

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

2 Cyta shall provide the Subscriber with Post-Paid Mobile Telephony which offers the possibility of telephone communication or data exchange between the Subscriber and subscribers of other Cyta services, as well as with Post-Paid mobile telephony subscribers or other services provided by other networks. In addition, Cyta shall provide international roaming facility when the Subscriber is visiting foreign countries with which Cyta has concluded international roaming agreements, unless otherwise agreed between Cyta and the Subscriber.

Cyta implements the European Union regulation on international data roaming in order to protect subscribers, under which the subscriber is notified as soon as his / her bill reaches the limit set by Cyta and thus further data roaming is blocked. The subscriber may increase the data roaming limit on

demand.

3 Subject to the provisions of term 17.2 below, the provision of the Post-Paid Mobile Telephony Service shall take place within twenty-four (24) hours from the time of the application to a Cytashop, or to Cyta's Authorised Representatives (partners) unless otherwise agreed between Cyta and Subscriber. Upon provision of the Post-Paid Mobile Telephony Service, Cyta shall provide to the Subscriber a SIM card and a 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 to 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 price packages.

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 telephone bill within the specified due date set out in the bill. In case the bill is not settled when due, Cyta shall have the right to terminate the provision of the Subscriber's services in accordance with term 7 below.

7 In case that the Subscriber has not settled his / her bill for the provision of Post- Paid Mobile Telephony service on time, Cyta shall:

- a) send written notification to the billing address, informing the Subscriber that the settlement of his / her bill is outstanding.
- b) upon the expiry of ten (10) days at least from the dispatch of the written notification, Cyta may discontinue the facility of making outgoing calls through the telephone connection in question, apart from emergency calls.
- c) may permanently terminate the provision of the telephone service to the Subscriber.

8 The Subscriber's call number is determined by Cyta and 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) The transfer of his / her telephone connection to another person upon submitting the suitable statements and the settlement of all his / her debts to Cyta.
- b) Temporary Service disconnection, which may not exceed a period of six (6) months in a calendar year. The Subscriber is obliged to pay the relevant subscription for the duration of the disconnection, as well as the relevant reconnection fee upon reconnection.
- c) Permanent termination of his / her telephone connection.
- d) Provision of itemised bill, as foreseen in the General Agreement.

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

- a) Free of charge restriction of caller identification of the calling line for outgoing calls.
- b) Restriction of caller identity for incoming calls. This facility is offered free of charge provided that the Subscriber make limited use of it.
- c) Restriction of connected line identity to the caller when the identity 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 passwords and/or the SIM card referred to in paragraph (a) above.
- c) To use the SIM card for the purposes for which it has been provided and to refrain from committing any illegal actions.

12 Cyta shall replace faulty or destroyed SIM cards upon application by the Post- Paid Mobile Telephony Service customer, and such replacement shall be charged based on Cyta's tariff plan.

13 Cyta shall provide to the Subscriber customer service through the Cytashops, Cyta's authorised representatives (partners), and through the telephone service 132 (Cyta Call Center). This customer service 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 allow the Subscriber access to the telephone services of any other providers of fixed telephony services who are interconnected with Cyta's fixed telephone and/or mobile public telephone network, with the possibility of a per-call selection with the use of a carrier selection prefix/access code.

15 Cyta shall provide the Subscriber with the possibility 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 Service, in accordance with the Number Portability (Electronic Communications) Decree of 2017 (Regulatory Administrative Act 64/2017), as amended or replaced from time to time, 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 a Post-Paid Mobile Telephony Services beyond the time limit provided in term 3 above, Cyta shall indemnify the Subscriber for every calendar day of delay with an amount equal to one thirtieth (1/30) of the applicable service installation fee, for a delay of up to thirty (30) calendar days. Cyta's total maximum liability for compensation for a delay in the installation of the Post-Paid Mobile Telephony Services is limited to the installation fee.

17 . 2 Terms 3 and 17.1 above shall not apply where there is a delay in the provision of the Post-Paid Mobile Telephony 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 there 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, actions or omissions beyond the reasonable control of Cyta.
6. Any other action beyond Cyta's control (including but not limited to failure of third Parties to meet deadlines, lack of materials in the market, etc.).
7. Damage caused by the Subscriber's terminal equipment.
8. When damage 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 accordance with the terms foreseen in the General Agreement and the Special Terms.
11. When the use of the Service is not in accordance with national and international regulations.
12. Lack of available network resources or if there is a need for network extension.
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 notify the Subscriber at least one (1) month before the date of application of any amendments in the Special Terms regarding the proposed amendment, and regarding the right of the Subscriber to terminate the Service without penalties in case the Subscriber does not accept the amendment.

19 The Subscriber recognizes that the Post-paid Mobile Telephony Service does not cover geographically the whole of the territory of the Republic of Cyprus, but only a specific percentage as defined by the relevant authorities of the Republic of Cyprus, and that Cyta is not obliged to cover geographically all the areas of the Republic of Cyprus with the Post-paid Mobile Telephony Service.

DSL ACCESS Service

1 These terms are supplementary to the General Agreement for the Provision of Electronic Communications Services and, together with the General Agreement, shall govern Cyta's 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 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 and telephony services.

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

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

Subject to the provisions of term 10.3 below, the 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.

3.1 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.

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

It is understood that the speed received by the Subscriber during the taking of measurements over a period of three (3) consecutive days shall be larger than 80% of the minimum or usual speed set by Cyta. The speed measurement shall be taken as described on Cyta's webpage at «<http://www.cyta.com.cy/speed-test>».

3.3 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 force at the time being, which constitute part of these terms, to install and to maintain a DSL Modem as well as an additional 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 the 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 equipment, which remains the property of Cyta. Cyta's obligation for maintenance includes the configuration of the above terminal equipment, the repair of any occurring malfunction, and its replacement, as long as the wear and tear or failure has occurred as a result of normal use and/or physical wear and tear. If the wear and tear or failure is not caused by normal use and/or physical wear and tear, Cyta shall replace the equipment, however the Subscriber shall compensate Cyta with the cost of the equipment replaced, and this shall be charged on the Subscriber's monthly bill.

9 Subject to the provisions of term 10.3 below, in the event of a fault to the Service or continual or regular 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 for in term 3.1 above, Cyta shall compensate the Subscriber for every calendar day of the delay with an amount equal to one thirtieth (1/30) of the applicable service installation fee, 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 repair the damage or deviation within the time limit provided for in term 9 above, Cyta shall compensate the Subscriber for every calendar day for which the Service is not operating or the performance of the Service is deviating, with an amount equal to one thirtieth (1/30) of the applicable monthly subscription that regards the Service for a delay up to thirty (30) calendar days. The minimum compensation which shall be given to the Subscriber is set at €1. The total maximum liability of Cyta for a delay in repairing faults or the deviation is limited to one monthly subscription fee.

10.3 The terms 3.1, 9, 10.1 and 10.2 above, 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 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 Cyta's control (including but not limited to failure of third Parties to meet deadlines, 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 accordance with the terms foreseen in the General Agreement and the Special Terms.
11. When the use of the Service is not in accordance with national and international regulations.
12. Lack of available network resources or if there is a need for network extension.
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 be in accordance with, and comply with the Laws of the Republic of Cyprus and the Telecommunications Service Regulations. Without prejudice to the generality of this term, any information or messages shall be prohibited if they contain anything that may:

- a. endanger the security of the State and/or public order and/or are in breach of applicable Laws or offend public morals,
- b. harass people,
- c. constitute a use of telecommunications means in a manner not in agreement with their purpose,
- d. be in breach of the Law or omit anything required by the Law,
- e. constitute a criminal offence or instigate the commitment of a criminal offence,
- f. constitute a civil offence against any individual or instigate the commitment of a civil offence,
- g. be immoral or instigate immoral behaviour or is of a sexual nature or content,
- h. offend the faith and/or principles and/or the religious beliefs of any individual,
- i. interfere with the constitutional rights of the individual,
- j. harm CYTA's good name,
- k. promote or express racial, sexual or other forms of discrimination,

- l. refer to activities of famous persons or imply specific unnamed persons without their written consent or interfere in the private life of any individual,
- m. encourage 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 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 fully indemnify Cyta, and shall hold Cyta harmless and unaffected against any lawsuit or claim which may be instituted against it or against any judgement that may be issued against it (including legal fees) that results from any cause for action arising from the enforcement of the current Agreement or from the use or otherwise of software or the Service by the Subscriber of the Service or the content of messages / advertisements.
- It is understood 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 defense against such claim and shall not make any admission or compromise or any other act which may prejudice such defense without the approval of the Subscriber, unless the Subscriber fails to defend such claim within fifteen (15) days from the notification date.
- 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 the current Special Terms are violated.
- 15** Cyta shall not be liable for any direct, indirect, exemplary, consequential or punitive damages, for the loss of revenue 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 of data.
 - d. Demands related to the use of the software.
- 16** Unless the current Special Terms provide otherwise, Cyta shall not make any express or implied guarantee including, but not limited to, any implied guarantee for commercialisation or suitability for a particular purpose. More specifically, Cyta does not guarantee that the Service shall be uninterrupted, 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, 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's 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 that 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 so to Cyta immediately.
- 21. 1** The Service and the software of the Service contain information which is protected by the legislation concerning intellectual property rights, trademarks, service marks, patents or other rights.
- 21. 2** Users may not 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 the current terms or suspension of the Service, the equipment shall be returned to Cyta. In the event that the Equipment or part thereof is not returned, the Subscriber shall be obliged 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 he / she does not accept the amendment.

INTERNET SERVICE

- 1** These terms are supplementary to the General Agreement for the Provision of Electronic Communications Services and, along with the General Agreement, shall govern Cyta's 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** "Wireless Router" means the terminal equipment purchased by subscriber from Cyta for the interconnection of the "DSL Modem" to the mobile network for backup of the Internet service.
- 2.4** "Equipment" means the DSL Modem, the ONT and the Splitter/Filter Equipment.
- 2.5** "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.
- 2.6** "Subscriber" means any party to an electronic communications agreement other than Cyta.
- 2.7** "Service" means the Cyta - Internet service, which offers to the Subscribers access the internet, via Cyta's broadband network and is addressed to home 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 term 15.3 below, the 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** The 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 with the Law and the applicable Telecommunications Regulations in force at the time being, which constitute part of these terms, to install and to maintain a DSL Modem, the Wireless Router, an ONT as well as the additional 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 correct operation of the Service up to the DSL Modem and the Wireless Router

7 Cyta shall not be liable for any changes in the layout of the Subscriber's

premises due to the installation of the DSL Modem, the Wireless Router and the ONT.

8 In the case where the Subscriber causes damage to the DSL Modem, the and/or the ONT and/or the additional equipment (Splitter/Filter Equipment), 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, 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 4G Wireless Router, the ONT and the Splitter/Filter equipment. 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 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 that 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.

It is understood that the speed received by the Subscriber during the taking of measurements over a period of three (3) consecutive days shall be larger than 80% of the minimum or usual speed set by Cyta. The speed measurement is taken as described on Cyta's webpage at link

"<http://www.cyta.com.cy/speed-test>".

12. 2 A clear description of the speed with which Cyta provides internet access to the Subscriber is included at the links:

"<http://www.cyta.com.cy/internet-home-products>" και "<http://www.cyta.com.cy/internet-business-products>"

"<http://www.cyta.com.cy/internet-small-business-products> <https://www.cyta.com.cy/cyta-fiber-business>".

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

14 Subject to the provisions of term 15.3 below, in the event of a fault to the Service or continual or regular 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 for in term 3.1 above, Cyta shall indemnify the Subscriber for every calendar day of the delay with an amount equal to one thirtieth (1/30) of the applicable service installation fee, 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 repair the damage or deviation within the time limit provided for in term 14 above, Cyta shall compensate the Subscriber for every calendar day for which the Service is not operating or the performance of the Service is deviating, with an amount equal to one thirtieth (1/30) of the applicable monthly subscription that regards the Service for a delay up to thirty (30) calendar days. The minimum compensation which shall be given to the Subscriber is set at

€1. The total maximum liability of Cyta for a delay in repairing faults or the deviation is limited to one monthly subscription fee.

15. 3 The terms 3.1, 14, 15.1 and 15.2 above, shall not apply where there is a delay in the provision of the Service or the restoration of a fault or deviation not attributable to Cyta. Events that may constitute a cause for a delay not attributable to Cyta are determined as follows (indicatively and 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 Cyta's reasonable control.
6. Any other act beyond Cyta's control (including but not limited to failure of third Parties to meet deadlines, 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 accordance with the terms foreseen in the General Agreement and the Special Terms.
11. When the use of the Service is not in accordance 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.

16 The Service as well as any information and messages exchanged, must be in accordance with, and comply with the Laws of the Republic of Cyprus and the Telecommunications Service Regulations. Without prejudice to the generality of this term, any information or messages shall be prohibited if they contain anything that may:

- a. endanger the security of the State and/or public order and/or are in breach of applicable Laws or offend public morals,
- b. harass people,
- c. constitute a use of telecommunications means in a manner not in agreement with their purpose,
- d. be in breach of the Law or omit anything required by the Law,
- e. constitute a criminal offence or instigate the commitment of a criminal offence,
- f. constitute a civil offence against any individual or instigate the commitment of a civil offence,
- g. be immoral or instigate immoral behaviour or is of a sexual nature or content,
- h. offend the faith and/or principles and/or the religious beliefs of any individual,
- i. interfere with the constitutional rights of the individual,
- j. harm CYTA's good name,
- k. promote or express racial, sexual or other forms of discrimination,
- l. refer to activities of famous persons or imply specific unnamed persons without their written consent or interfere in the private life of any individual,
- m. encourage 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 related to the Service or the use thereof or the content of the messages. The Subscriber shall be exclusively liable for all the above.

17. 2 The Subscriber shall fully indemnify Cyta, and shall hold Cyta harmless and unaffected against any lawsuit or claim which may be instituted against it or against any judgement that may be issued against it (including legal fees) that results from any cause for action arising from the enforcement of the current Agreement or from the use or otherwise of software or the Service by the Subscriber of the Service or the content of messages / advertisements.

It is understood 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 defense against such claim and shall not make any admission or compromise or any other action which may prejudice

such defense without the approval of the Subscriber, unless the Subscriber fails to defend such claim within fifteen (15) days from the notification date.

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 the current Special Terms are violated.

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

- The use or inability to use or illegal use of the Service.
- Any products, data, information or services received through the Service.
- Access to the Service without authorisation or alteration of data.
- Demands related to the use of the software.

20 Unless the current Special Terms provide otherwise, Cyta shall not make any express or implied guarantee including, but not limited to, any implied guarantee for commercialisation or suitability for a particular purpose. More specifically, Cyta does not guarantee that the Service shall be uninterrupted, that it shall be timely, secure, error free or that the Service shall be available at any time and any location.

21 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 so 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 intellectual property rights, trademarks, service marks, patents or other rights.

23 . 2 Users may not 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.

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 the current terms or suspension of the Service, the equipment shall be returned to Cyta. In the event that the Equipment or part thereof is not returned, the Subscriber shall be obliged 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 he / she does not accept the amendment.

CYTAVISION

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

2 Definitions

- 2.1 "DSL modem"** means the terminal equipment supplied by Cyta for the provision of broadband services, which operates in accordance with the ITU-T specifications and is compatible with Cyta's Access Equipment (DSLAM) and includes filters or a splitter.
- 2.2 "Public Broadcasting"** is defined as the broadcasting of the content of the Service at any premises where there is customer attendance and where products and services are sold to them, with the purpose of commercial gain.
- 2.3 "Equipment"** means the Splitter/Filter Equipment and the Set Top Box Equipment.
- 2.4 "Set Top Box Equipment"** means the decoder, which is 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.
- 2.5 "Splitter/Filter Equipment"** means the splitter or the frequency filter, provided by Cyta and which are based on international standards and specifications. Their installation ensures the sound operation of broadband services and telephony.
- 2.6 "Purchase Pin"** is the password with which the Subscriber may activate Additional Packages of sport and adult content or Video Recording service and on-Demand content (Video on Demand) or football match purchases (Pay Per View), etc.
- 2.7 "Package/es"** means a set of grouped channels provided to the Cytavision subscriber either as a Basic Package or as an Additional Package. The Basic Package is what the Subscriber chooses when purchasing the Service and is necessary for the operation of the Service. Additional Package is the one activated when the Subscriber wishes to watch channels not included in the Basic Package. The Additional Package is provided at an additional cost.
- 2.8 "Agreement"** means the General Agreement and these Special Terms which constitute an integral part thereof.
- 2.9 "Subscriber"** means any party to an electronic communications agreement other than Cyta.
- 2.10 "Parental Control"** means the functionality offered by the Service for the protection from accessing certain types of content. The Subscriber shall be responsible for the correct programming of the access to the content through the menu of the Service by using the Parental Pin, with which he / she may regulate the age rating for viewing.
- 2.11 "Service"** means the Cytavision service which offers to the Subscribers interactive television services and content grouped in Packages, as mentioned from time to time in various Cyta publications and announcements.

3 Charges/Invoice

- 3.1** The Subscriber shall be obliged to pay all relevant fees to Cyta in accordance with the current price list of the Service.
- 3.2** Subject to the provisions of the Term 12.4 below, Cyta reserves the right to reevaluate the service charges with one (1) month's written notice, for reasons such as compliance with National or European legislation, upholding the Cost Orientation principle or the introduction of new commercial proposals, and the Subscriber shall be obliged to pay the changed fees from 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 at Cyta's shops or those of its Partners, or through a standing order or at banks or electronically, by 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 case of a difference, Cyta's summary bill shall be taken into account.
- 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 calculated in line with the rate at the time, as well as any other indirect tax applicable or which may apply in the future.
- 3.6** The Subscriber acknowledges that:
- The subscription of the Basic Package shall be charged daily during the month of purchase of the Service, or during the month of its transfer to another Basic Package with a higher charge.
 - The subscription of the Additional Packages shall be charged daily during the month of activation.
 - During the month of termination or temporary disconnection of the Basic Package or the Additional Package, the full amount of the subscription of the Packages (Basic and / or Additional) shall be charged for one month.
 - The subscription of the Public Broadcast product shall be charged daily during the month of termination or temporary disconnection.
- 3.7** The Subscriber acknowledges that when using on-demand services, the charge shall be implemented per order.

4 Provision of Service

- 4.1** Subject to the provisions of term 9.3 below, the Service shall be provided 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.

4.2 The provision of the Service shall be possible only when the suitable network resources are available and the distance and quality of the telephone line or broadband access of each Subscriber is suitable. Cyta shall not be obliged to provide the Service if Cyta is not in a position to ensure the required level of quality for the provision of the Service.

4.3 In case there is a change in the characteristics of the connection resulting in a proven, permanent drop in the quality of the Service, then Cyta shall make every reasonable effort 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 term 11.

4.4 The resale of the Service or part thereof is prohibited.

4.5 Subject to the provisions of clause 9.3 below, in case of a damage in the Service, this shall be restored within three (3) calendar days from the reporting of the damage. Cyta reserves the right to charge the Subscriber in case it is established that the damage has been caused by poor handling or changes in the wiring and/or damages 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 Set Top Box Equipment.

5.1.2 Cyta shall undertake the maintenance of the Set Top Box Equipment. The Subscriber shall be obliged to take all necessary measures for the protection and correct 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 malfunction is caused by poor handling or damage (e.g. vandalism resulting in the breaking of the external case, or the attempt to fix and open the case), Cyta shall not be liable for its maintenance and the Subscriber must purchase new equipment.

5.1.3 Cyta's liability for maintenance in accordance to term 5.1.2 above, includes the configuration of the terminal equipment, repair of any damages and its replacement provided that the wear or damage was caused by reasonable usage and/or physical wear.

5.2 Modem / Filters / Splitter

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 Agreement, Cyta undertakes its maintenance. The equipment supplied remains the property of Cyta.

5.2.2 Cyta's obligation for maintenance includes the configuration of the above equipment, repair of any damages and its replacement, provided that the wear or damage was caused by reasonable use and/or physical wear.

6 Installation of the Equipment

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

6.2 During the installation Cyta shall follow the Subscriber's instructions but shall not be liable for restoration in case of changes in the layout of the Subscriber's premises due to the installation of the Equipment.

6.3 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.

6.4 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.

6.5 Cyta's obligation for the installation of the Equipment is limited to the activation of the equipment and the confirmation that the Service is operating correctly, up to the television set. Cyta shall not be obliged to configure the operation of the Service through any other equipment and/or to set up such equipment.

7 Exclusion 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 via the Subscriber sustains any damage or if such a person is offended or shocked or scandalised or suffers any psychoneurotic reaction.

7.2 The Service is provided as is, 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 correct use of the Parental Control System or for the correct 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 party 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 guarantee including but not limited to, any implied guarantee for commerciality or suitability for a particular purpose. More specifically, Cyta does not guarantee that the Service will be uninterrupted, timely, secure, error free or that the Service shall be available at any time and any location.

8 Content

8.1 The content received by the Subscriber shall be the content that is available or it is transmitted by Cyta for the duration of the provision of the Service.

8.2 Cyta maintains the right to add or remove content from its Packages.

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

8.4 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 Service.

9 Indemnity

9.1 In case of delay in the provision of the Service beyond the time limit foreseen in term 4.1 above, Cyta shall indemnify the Subscriber for every calendar day of delay with an amount equal to one thirtieth (1/30) of the applicable service installation fee, 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 damage within the time limit foreseen in term 4.5 above, Cyta shall indemnify the Subscriber for every calendar day that the service is not operating, with an amount equal to one thirtieth (1/30) of the applicable monthly subscription for a delay of up to thirty

(30) calendar days. The minimum indemnity provided to the Subscriber is set at

€1. Cyta's total maximum liability for delaying to restore the damage shall be limited to one monthly subscription fee.

9.3 Terms 4.1, 4.5, 9.1 and 9.2 above shall not apply where there is a delay in the provision of the Service not attributable to Cyta. Events that may constitute a cause for a delay not attributable to Cyta are determined as follows (indicatively and 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 the part of the Subscriber.
5. Force Majeure and/or other events, actions or omissions beyond Cyta's reasonable control.
6. Any other action beyond Cyta's control (including but not limited to failure to meet deadlines by third parties, lack of materials on the market, etc.).

7. Damage caused by the Subscriber's terminal equipment.
8. When a damage 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 accordance with the terms provided in the General Agreement and the Special Terms.
11. When the use of the Service is not in accordance 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.

9.4 The Subscriber shall fully indemnify Cyta, and shall hold Cyta harmless and unaffected against any lawsuit or claim which may be instituted against it or against any judgement that may be issued against it (including legal fees) that results from any cause for action arising from an action 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 the terms of the current Agreement and in particular, but not limited to, the provisions of term 10.5.

It is understood 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 defense against such claim and shall not make any admission or compromise or any other act which may prejudice such defense without the approval of the Subscriber, unless the Subscriber fails to defend such claim within fifteen (15) days from the date of notification.

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 the current Special Terms are violated.

9.6 Cyta shall not be liable for any indirect, exemplary, consequential or punitive damage, or for the loss of income, reputation or any other damage resulting 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) requests related to the use of the software.

10 Public Broadcasting

10.1 The Public Broadcasting of the Service is prohibited, unless the Subscriber pays the respective fee for Public Broadcasting.

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

- (a) In cases where Cyta establishes that the Subscriber: (a) has a home product installed, which has been supplied by Cyta or another provider in his/her premises, and in an unlawful manner he/she is publicly broadcasting in his/her premises and/or in other nearby premises, or (b) has installed a Public Broadcasting product and is broadcasting it lawfully in his/her premises but at the same time he/she is broadcasting it via internal wiring to other nearby premises or, (c) uses "Pay Per View" service, the content of which is provided for private use only, yet the Subscriber broadcasts the content of the service for Public Broadcasting, or (d) the Subscriber is publicly broadcasting, in any other way or medium, content whose exclusive television broadcasting rights in Cyprus are held by Cyta without paying the respective public broadcasting fees, thus violating the intellectual property rights of Cyta and its Partners, the Subscriber:

- (a) shall be charged with the respective subscription charges for public broadcasting, following a written notification.

- (b) shall be notified that if, following a second on-site inspection at his/her premises, it is established that the current terms are violated, then the Service shall be temporarily terminated by Cyta, until the Subscriber has complied within the specified timeframe.

In case the Subscriber does not comply within the timeframe specified by Cyta, then the Service shall be permanently terminated and Cyta shall proceed with legal action against him/her.

10.3 The temporary disconnection of the Public Broadcasting package shall be provided only if the Service was connected and operating normally for 15 consecutive days before the requested date of temporary disconnection.

10.4 The Subscriber is prohibited from promoting, advertising, or engaging in other commercial activities, as part of events which are organized for the purpose of promoting third party brands, during live transmissions of English Premier League and/or UEFA matches, without the prior written permission of English Premier League and/or UEFA.

11 Miscellaneous

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

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

11.3 The Service, the content and the software of the Service contains information which is protected by legislation concerning intellectual property rights, 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 particularly prohibited to interfere in any way with the Decoder.

11.5 Subscribers may not 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 express authorisation or that of any publisher of such content.

11.6 The Subscriber shall be obliged to indemnify any third Parties with regard to any claim resulting from a breach of the provisions of term 11.4 above.

11.7 The current terms shall be governed by Cyprus law and any disputes 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 for in term 11 of the General Agreement, Cyta shall have the right to interrupt the Service and to immediately terminate the current Agreement if all charges payable, as referred to in term 3 of the current Agreement, are not paid or settled by the Subscriber, in accordance with the terms and conditions of the current Agreement.

12.2 Cyta shall be entitled to terminate the Service and the Agreement with a written notification with immediate effect, if the Subscriber fails to comply with or violates any of the terms foreseen above.

12.3 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-operational. It is understood that Cyta would have previously made every reasonable effort to restore the quality of the Service. It is understood that the abovementioned shall apply if and as long as the affected Party has done everything that is reasonably possible to fulfil his/her obligations in an alternative way.

12.4 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 he/she does not accept the amendment.

12.5 In case the Subscriber applied for the termination of the Basic Package during the last day of the month, or applies for the termination of the Additional Packages, the Subscriber acknowledges that the procedure for removing the Packages shall take place any time of the day during the last day of that month.

12.6 In case of termination of the current terms or interruption of the Service, the Equipment shall be returned to Cyta. In case the Equipment or part thereof is not returned, then the Subscriber shall be obliged to indemnify Cyta for the price of the equipment, which shall be charged on the his/her monthly bill.