

Service Order Agreement - General Terms and Conditions

Article 1 - Terminology

“Account” means the Customer’s account with the Company in respect of the provision of Service or Services by the Company to the Customer in accordance with the Agreement. It includes any account or invoice issued and communicated by the Company to the Customer during the whole duration of the Agreement.

“Account or credit limit” means the maximum amount of credit which is approved by the Company for the provision of Service or Services to the Customer, as set out in the Service Order Agreement.

“Agreement” means the Agreement between the Customer and the Company for the provision of the agreed Service or Services and it comprises: i) the Service Order Agreement which encloses the unique Reference Number and the specific Terms of Order, which constitute the Special Terms and Conditions of the Agreement, ii) the General Terms and Conditions laid down herein and iii) any Appendixes annexed hereto.

“Commissioner” means the Office of the Commissioner of Electronic Communications and Postal Regulation (OCECPR) which is an independent regulatory authority operating in the Republic of Cyprus in matters of electronic communications and postal services.

“Company” or “PrimeTel” means the electronic communications company under the name “Primetel PLC” registered in Cyprus in accordance with the Companies Law, Cap. 113 and licensed pursuant to the Law, with Registration Number C139104, VAT number: CY 101 391 04E, having its registered address at: The Maritime Centre Block B, Omonia Avenue 141, Limassol 3045, Cyprus, with registration number at OCECPR: 9/2004.

“Customer” means any natural person, company or legal entity which is duly represented by its legitimate authorized representative, contracting with the Company in the context of the Agreement. Customer may, also, referred to in this Agreement as “Subscriber”. “Decree” means the Decree of 2005 on the Quality of Electronic Communications, as this is amended each time by the Commissioner, pursuant to Regulation of Electronic Communications and Postal Services Law 112(I)/2004, as amended by Law and in accordance with the relevant Decrees issued by the Office of the Commissioner of Electronic Communications and Postal Regulation (OCECPR).

“Equipment” means any telephone line, subscriber equipment (CPE and/or STB), or other equipment or device provided to the Customer, including any software licensed or sub-licensed to a software (either belonging to the Company or to a third party) as part of the provision of Services by the Company in accordance with the Agreement.

“Monthly Fees” means the monthly fees payable by the Customer to the Company for the Service or Services provided in accordance with the Agreement.

“General Terms and Conditions” hereinafter referred to as “GTC” means the general terms and conditions laid down herein and shall to the exclusion of terms and conditions applied by third parties, apply to all the Agreements between the Company and the Customer.

“Initial Duration” or “ID” means the duration of the Agreement provided in clause 3.1 of the GTC or as otherwise specified in the Special Terms and Conditions of the Service Order Agreement.

“Law” means the Regulation of Electronic Communications and Postal Services Law of 2004, L. 112(I)/2004 of the Republic of Cyprus which is currently in force and comprises any law amending, modifying or effectively replacing this Law.

“PIN” means any Personal Identification Number or access code provided by the Company to the Customer in accordance with the Agreement.

“Premises” means the premises of the Customer located at the address mentioned in the Service Order Agreement and/or in the Special Terms and Conditions of the Service Order Agreement, to which the Service or Services are being provided by the Company to the Customer in accordance with the Agreement.

“PRIMETEL” or “PrimeTel” means the Company as mentioned in detail above.

“Regulatory framework” means the European Regulatory Framework for electronic communications applied in all European Member States, through their competent authorities (NRAs) responsible for implementing the EU regulatory legislation for electronic communications into national law. Cyprus is a Member State of the European Union since 2004 operating under the current European Regulatory Framework and its competent NRA authority is OCECPR.

“Service Order Agreement” hereinafter referred to as “SOA” means the agreement between the Customer and the Company for the provision of the agreed Service or Services which encloses the unique Reference Number and the Special Terms and Conditions of the Agreement, is duly signed by both contractual parties and constitutes an integral part of the Agreement, as mentioned above.

“Services” or “Service” means any Service or Services provided to the Customer by the Company in accordance with the Agreement.

“Special Terms and Conditions” hereinafter referred to as “STC” means any special terms and conditions which are set out in the Service Order Agreement, specifying: i) the Contract Period, ii) the specific Financial Terms & Conditions, and iii) any Additional terms and provisions of the Agreement. The STC constitute an integral part of the Agreement, as mentioned above, and shall prevail over any conflicting and/or contradictory terms and conditions set out in the GTC.

Article 2 - Provision of Services

2.1 Activation of Service or Services. The activation of the Service or Services shall be carried out by the Company within a reasonably short period of time upon the signature of the Agreement, provided that: i) the Customer has produced all necessary documents, ii) the Customer has paid in full the amount of money requested by the Company at this stage of the Agreement, iii) there are available and appropriate network resources of the Company ensuring the quality levels required for the provision of the Service or Services, and iv) it is technically feasible to ensure the aforementioned quality levels for the provision of Service or Services at the Customer’s Premises. The Customer shall be informed by the Company on the exact date of the Service or Services activation, in a timely manner.

2.2 Customer’s Premises. The provision of the Service or Services by the Company shall be only to the Customer and only for use at his Premises. The Company shall provide the Service or Services to the Customer’s Premises, at the address declared by the Customer in the SOA.

2.2.1 In case of false or different address, the Customer bears the responsibility to duly inform the Company in a timely manner, in accordance with article 7(1). The Customer undertakes to pay promptly to the Company any expenses and charges as a result thereof.

2.2.2 In case of change of Premises, the Customer must notify promptly the Company in accordance with article 7(1) and make all the necessary arrangements for the transfer of Service or Services by the Company at his new Premises. If the Customer fails to do so, he will be charged for the provision of Service or Services to the initially agreed Premises. It is clearly stated that such transfer shall be at the discretion of the Company, subject also to clause 2.1. The Customer undertakes to pay promptly to the Company all the expenses and charges as a result thereof.

2.3 In case that after the activation of the Service or Services an alteration occurs to the characteristics of the Service or Services causing a proven permanent abatement or deficiency in the quality of the Service or Services, due to technical reasons, the Company shall make every possible effort to restore the quality of the Service or Services.

2.4 The Company reserves the right to modify the Service or Services, at no additional cost to the Customer, with the objective of providing the Customer with equal or enhanced Service or Services that comply with the quality level specified by the Decree.

2.5 The software of the Service or Services and/or of the Equipment shall remain the property of the Company and/or of the third party who licensed and/or sub-licensed its use and any alteration or copy thereof or intervention thereto by the Customer or by a third party, whether the Customer is aware of this or not, is strictly prohibited.

2.6 Assignment. It is clearly stated that the Customer may not assign, transfer or resale any part of the Agreement with respect to any Service or Services provided in the context of the Agreement, without the prior express written consent of the other contractual party. Any attempt to transfer or assign is void and may result to termination of the Agreement. It is, also, strictly prohibited to the Customer to copy, reproduce, alter, resell or dispose in any way the content and/or the software of the Service or Services or to create products or services arising from the content of the Service or Services without the prior express written consent of the Company and/or of the owner or the beneficiary of the copyrights of the content of the Service or Services.

Article 3 - Duration

3.1 The initial term of the Agreement shall commence upon the activation of the Service or Services and shall be for a period of twelve (12) months, unless provided otherwise in the STC.

3.2 Upon expiration of the Initial Duration the Agreement shall be renewed automatically unless the Customer or the Company request in writing its non-renewal at least thirty calendar (30) days before the expiration of the abovementioned duration.

3.3 Except as provided for by the Agreement, the Agreement cannot be terminated before the expiry of the Initial Duration. In case of termination of the Agreement by the Customer without fault of the Company or by the Company due to the fault of the Customer at any given time during the Initial Duration the Customer shall, in addition to the payment in full of all and any amounts due to the Company and the return of the Equipment, pay to the Company all the amounts mentioned in the published Company's early termination policy which complies with the decision 27/15 of OCECPR, excluding non-fixed charges that arise according to the usage of the Service (e.g. telephone calls).

3.4 Payment by the Customer of any amounts pursuant to clause 3.3 shall not relieve him from the obligation to pay any other amounts due to the Company pursuant to any STC applicable for any benefit derived by him from any offer of the Company.

Article 4 - Charges/Customer's responsibility

4.1 The Customer shall be obliged to pay all the charges arising from the provision of the Service or Services and/or the installation of the Equipment on the date stated in the Account, plus the relevant amount of Value Added Tax and any other direct or indirect tax or fee imposed by the competent authorities, without prejudice to the provision by the Customer of a valid tax exemption certificate authorized by the appropriate taxing authority.

4.2 Any fixed monthly charges (e.g. monthly subscription fee) are prepaid whilst any non-fixed monthly charges (e.g. telephone calls) are invoiced at the end of each calendar month.

4.3 In case the Customer disagrees with the Account or any part thereof the Customer must inform the Company in writing within ten (10) calendar days from the date of the Account.

4.4 In case that the Account is not settled in full by the last day that it is payable the Company shall be entitled:

(i) to charge the Account with a surcharge of 8% on each overdue amount from the date that such amount becomes payable until its settlement, and

(ii) to disconnect or suspend the Service or Services or terminate the Agreement by giving a ten (10) calendar days' notice to the Customer, without prejudice to any other right of the Company pursuant to the Agreement. In such case, paragraph 13.1 of the Agreement hereto, applies.

4.5 The differentiation of charges is at the discretion of the Company. Any differentiation made to the charges, excluding differentiations resulting from an upgrading of Services requested by the Customer and/or from any increase imposed to the Company by any content or service provider from whom the Company buys content and/or services in order to provide the Services to the Customer, shall apply to the Customer upon thirty (30) calendar days notification.

4.6 The Customer bears the exclusive responsibility for the setting up, operation, safety and security of his equipment, and/or systems, and/or devices, and/or Service or Services, as set out in the Agreement. In case of any breach, hacking or unauthorised use in the aforementioned Equipment, and/or systems, and/or devices, and/or Service or Services, the Customer shall be fully responsible and liable for all charges arising directly or indirectly as a result of such breach, hacking or unauthorised use.

Article 5 - Equipment

5.1 The Equipment shall be provided by the Company exclusively to the Customer and only for use for the purposes of the Agreement. The Company shall bear no responsibility whatsoever for any damages caused to a business, trade, occupation or otherwise as a result of the inappropriate use of the Equipment by the Customer.

5.2 For the installation of the Equipment the Customer must provide the Company with all necessary consents and licenses. Additionally, the Customer shall be obliged to ensure the correct cabling of the Premises before the installation of the Equipment and arrange the appropriate space and conditions for the installation of the Equipment. Any omission by the Customer may result in delay to the provision of the Service or Services without the responsibility of the Company.

5.3 The Company shall undertake the installation of the Equipment for the provision of Service or Services to the Customer's Premises. If due to the arrangement, design or structure of the Premises further cabling is needed then the Customer shall be obliged and undertakes to pay to the Company any extra charge that may arise thereof. The maintenance of the Equipment shall be the responsibility of the Company, unless the Equipment was purchased by the Customer pursuant to a relevant agreement with the Company.

5.4 On the day of installation of the Equipment for the activation of the Service or Services a reasonable delay to the proper functioning of the Service or Services may occur until the completion of the installation and of the connection resulting to possible affecting or malfunction or non-functioning of other systems or services of the Customer at his Premises, such as security systems, alarm systems, etc. The Company shall bear no responsibility whatsoever for any consequential or other damage or loss caused to the Customer and shall make every possible effort to restore them promptly. The Company reserves the right to charge the Customer in case that the repair is not related to any damage for which the Company is responsible in accordance with the Agreement.

5.5 Apart from the Equipment the Company shall bear no responsibility or obligation whatsoever to make any adjustments to any devices or equipment of the Customer and shall bear no responsibility whatsoever for any problem occurring to the Services as a result of deficient and/or defective and/or inadequate and/or incompatible and/or insufficient cabling to the Premises.

5.6 No one other than an employee or representative of the Company may interfere, add or alter the Equipment in any way, otherwise the Company reserves the right to charge the Customer and/or suspend and/or disconnect the Service or Services and/or terminate the Agreement and/or withhold all or part of the guarantee, as set out in Chapter 6 of the GTC.

5.7 The Customer shall be held liable for any damage or loss caused to the Equipment, unless if such damage or loss is due to the Company or to its employees or representatives or due to defective construction or design or wear of the Equipment.

5.8 The Equipment constitutes the exclusive property of the Company unless a Purchase Agreement is signed between the Company and the Customer, concerning this Equipment. Any granting of the Equipment to the Customer without any charge and/or full charge and/or for free for commercial promotion purposes and/or otherwise, remains at the sole and absolute discretion of the Company, and shall not in any way constitute transfer and/or free transfer of the ownership of the Equipment. During the term of the Agreement, Customer shall have temporary custody and control of the Equipment and shall be responsible for the safekeeping of the Equipment. Customer shall remain solely responsible for all loss and damage to the Equipment and warrants that it will not move, alter or use the Equipment for any unintended purpose(s). Customer shall indemnify the Company for any loss or damage to the Equipment arising out of the Customer's use, possession, or operation of the Equipment.

5.9 In case the Customer purchased the Equipment or any part thereof, the Customer is deemed to have obtained a non-exclusive, non-transferrable sub-license to the software of the Equipment and he shall be subject to any limitations imposed by the owner of such software and he shall at all times not make any unauthorized use of any such software.

Article 6 - Guarantee and Account or credit limit

6.1 The Company may, if it considers it necessary at its sole and absolute discretion, to request from the Customer the payment of an amount as guarantee for the provision of the Service or Services and/or the Equipment and/or the granting of any offer. The Company may, if it considers it fit at its sole and absolute discretion, request a different amount or kind of guarantee from a certain category of Customers and/or increase the amount of guarantee requested from the Customer.

6.2 The guarantee shall be returned to the Customer without any interest upon the expiry of the Agreement and provided that the Customer has settled all the dues towards the Company and has returned to the Company the Equipment in good and operational condition.

6.3 Apart from the payment of the guarantee, the Company reserves the right to impose a maximum credit limit on the Account based on the charges that are expected to appear to the Account. The Account or credit limit refers exclusively to the credit worthiness and/or history of the Customer and shall not in any way imply an abdication of Customer's responsibility to pay any amount exceeding his credit limit. The Company may revise the maximum Account or credit limit from time to time at its absolute discretion according to the actual charges appearing on the Account. In case that the Customer exceeds the maximum Account or credit limit, the Company may automatically disconnect or suspend or terminate the Service or Services, as set out in the Agreement. The Customer shall be liable for any amount exceeding his Account or credit limit and the Company reserves, also, the right at its absolute discretion to extend the Account or credit limit, upon full payment of any amounts due, and/or charge an over-the-limit fee.

Article 7 - Provision of information and confidentiality

7.1 The Customer shall be obliged to inform the Company of any changes to the information provided to the Company during the Agreement.

7.2 All information, documents, designs, technical or other specifications, or data notified and/or exchanged between the parties pursuant to the Agreement shall be confidential. This clause shall survive expiration or termination of the Agreement.

7.3 The Company and the Customer are bound against each other to treat in strict confidence and secrecy any information or data provided by the Company to the Customer and vice versa, for the purposes of or pursuant to the Agreement, unless the specific information is already in the public domain or their disclosure is necessary, without prejudice to a court order or provision in the applicable legislation in the context of the Agreement.

Article 8 - PIN

The Customer shall be responsible for the security of the PIN number or numbers or access codes and in case of its disclosure or use by third parties without his consent the Customer shall be obliged to report this immediately to the Company. The Company shall be entitled, if it sees fit, to change the PIN number or numbers or access codes but must notify the Customer immediately of such change.

Article 9 - Personal Data

For purposes of internal operation or training, the Company may register and keep any details of use of the Service or Services by the Customer. By signing the Agreement the Customer declares that he has been informed that the Company keeps a record of personal data and the Customer hereby consents and agrees for the maintaining and processing of any such information by the Company, provided that such processing shall be in accordance with the provisions of the Processing of Personal Data (Protection of Individuals) Law of 2001, L. 138(I)/2001 of the Republic of Cyprus and any applicable relevant data protection legislation in force.

Article 10 - Exclusion of Liability

10.1 Force Majeure. The Company shall not be liable for any failure, inability or delay to perform hereunder, which has as a consequence the breach of any provision or provisions of the Agreement, if such failure, inability or delay is due to war, act of god, terrorist act, explosion, sabotage, natural disaster, fire, flood, earthquake, civil disorder, labor dispute, strikes or lockouts, accident, inclement weather, casualty, governmental law or regulation, power interruptions, technical damage or interruption or damage in the fixed telecommunication networks or telecommunication networks of third parties or any other cause beyond the reasonable control of the contractual party and due diligence shall be used in curing such cause and in resuming performance.

10.2 The Company is not responsible for the quality, adequacy and security of third party networks used and/or to be used for the provision of the Service or Services, as well as for the non-reception and/or satisfactory reception of the Service or Services due to the equipment of the Customer or to inappropriate use and/or misuse of the Equipment or to inadequate or inappropriate infrastructure of the Customer in the Premises (including cabling) and shall have no responsibility to replace, maintain, upgrade or fix either the equipment or the infrastructure of the Customer.

10.3 The Company shall bear no responsibility for any damage and/or harm incurred by the Customer and/or any third party due to the temporary and/or permanent disconnection of the Service.

10.4 The Company does not guarantee that the provision of the Service or Services will be continuous, prompt, secured or inerrable or that the Service or Services will be available at any time or location.

10.5 The Company is not liable for any loss of profit, loss of business, loss of use, interruption of business, or other indirect, special, incidental, or consequential damage of any kind that may arise out of the interruption of Service or Services, including without limitation, interruption due to Customer's fault or for technical reasons or for reasons of maintenance or upgrade of the Service or Services, and is not liable for costs of procurement of substitute goods or services.

10.6 In case of disconnection and/or suspension of the Service or Services for technical reasons or reasons of maintenance or upgrade, the Company shall give relevant notice to the Customer provided that this is practically feasible and shall make every effort to restore the Service or Services as soon as possible.

10.7 The Company shall bear no responsibility whatsoever in case that the Customer uses the Service or Services in an offensive, abusive, dishonest, indecent, disagreeable manner and in general in any manner which contravenes the good morals and/or legislation and/or violates the rights of any third party.

Article 11 - Amendment/Update

11.1 The Company shall be entitled to amend and/or update the terms of the Agreement if this is imposed by the amendment of any Law or Regulation or after a Decree or Directives of any Regulatory, Judiciary, Governmental or other competent Authority or if the Company considers at its absolute discretion that this is required for purposes of maintaining or improving the Service or Services or for rendering better and/or more efficient the operation of the Company, or for purposes of uniformity and equal treatment of all its customers.

11.2 Any amendment and/or update shall be published in the website of the Company www.prime-tel.com or in the daily press and shall come into force from the date specified by the Company.

11.3 It is understood that the Company will give to the Customer thirty (30) calendar days' notice for the proposed amendment, either by notification to the Customer or by announcement in the daily press or on the Company's website. The Customer is obliged to visit the Company's website regularly and update himself with the updated terms of the Agreement. In case that the Customer does not accept any of the amended terms, excluding any amendments resulting from the amendment of any Law or Regulation or after a Decree or Directives of any Regulatory, Judiciary, Governmental or other competent Authority, or from the updating of the terms of the Agreement as a consequence of their constant review by the Company and provided that such an amendment does not have a material adverse effect on the Customer's rights he may terminate the Agreement without any penalty by giving thirty (30) calendar days written notice to the Company in which it will be stated that the reason for terminating is the non-acceptance of the amendments and specifying as well which amendment or amendments he does not accept. Upon expiration of the aforesaid thirty (30) calendar day period, it is deemed that the Customer accepts the amendments and the Agreement is amended accordingly.

Article 12 - Change of control

Upon a change of control, in cases including, without limitation, a stock purchase or sale, merger, or any other form of corporate transaction, the Customer will provide written notice to the Company within thirty (30) calendar days after the change of control.

Article 13 - Suspension /Termination/Cancellation of Services

13.1 The Customer shall be obliged to pay all reconnection or disconnection expenses as well as any other expenses and/or charges that may arise due to any suspension and/or disconnection and/or termination and/or cancellation of the Service or Services.

13.2 Without prejudice to any other provision of termination of the Agreement either party reserves the right to terminate the Agreement without any penalty in the following cases:

- a) if the Company terminates the provision of the Service or Services for any reason,
- b) if the level of provision of Service or Services is not in accordance with the Decree,
- c) if it is established by the Company that the quality of the Service or Services was degraded in accordance with clause 2.1,
- d) if the Customer or the Company request non-renewal of the Initial Duration in accordance with clause 3.2,
- e) if the Customer or the Company request, by giving thirty (30) calendar days written notice, that the Agreement be terminated,
- f) if the Customer does not accept any amendment made to the Agreement in accordance with clause 11.3.

13.3 In case that the Customer is in breach of any of the terms of the Agreement the Company shall be entitled to terminate the Agreement upon written notice, without prejudice to clause 15.4 (Severability) and clause 6.3 of the GTC, laid down herein

13.4 The Customer shall be entitled to terminate the Agreement with a notice in writing within thirty (30) calendar days from the date of finding out any violation of a term of the Agreement by the Company, without prejudice to clause 15.4 of the GTC (Severability). In case the Company terminates and/or remedies any breach within the aforesaid thirty (30) days, the Customer's termination notice shall not have any effect and the Agreement shall remain in full force and effect.

13.5 On the expiry or termination of the Agreement (for any reason) the Customer shall be obliged to return the Equipment to the Company in good and operational condition within three (3) business days from the date of the termination or expiration of the Agreement, otherwise the Customer shall be liable to pay for the full value of the Equipment.

13.6 In every case of termination of the Agreement the Customer shall be obliged to pay every remaining amount due to the Company. It is understood that the Customer shall continue to be charged and be obliged to pay any amounts arising from the Service or Services, irrespective of whether the Customer was receiving the Service or Services or not, until the date the Equipment is delivered to the Company, unless the Customer returned the Equipment, in accordance with clause 13.5.

13.7 The signing parties are obliged to adhere to the Terms and Conditions within the Agreement until the expiration, or end date of the Agreement.

Article 14 - Notices

14.1 Any notice of the Company to the Customer in relation to the Agreement may be given via the bills sent to the Customer and/or by email, and/or by fax, and/or an announcement to the press, and/or an announcement in the Company's website: www.primetel.com.cy, and/or SMS at the Customer's mobile phone.

14.2 Any notice of the Customer to the Company must be in writing, as specified above.

14.3 In case of change of any contact details of the Customer, the latter must notify the Company of the new details within five (5) business days from their amendment, otherwise any notice given by the Company to the previous contact details, set out in the SOA or elsewhere, shall be deemed a valid notice for the purposes of the Agreement.

Article 15 - Law/Jurisdiction/Settlement of Disputes/Severability

15.1 The Agreement shall be governed by, construed and enforced in accordance with the laws of the Republic of Cyprus. The Agreement as aforementioned herein supersedes any prior or contemporaneous agreement or agreements relating to the Service or Services provided in the context of this Agreement.

15.2 Jurisdiction for the settlement of any dispute that may arise pursuant to the Agreement shall have the competent courts of the Republic of Cyprus.

15.3 Notwithstanding clause 15.2 the Customer may apply to the Commissioner in accordance with the provisions of the Law for the settlement of any dispute or disagreement that may arise pursuant to the Agreement.

15.4 If any of the provisions of the Agreement shall be held invalid or unenforceable, the Agreement shall be construed as if not containing those provisions and the rights and obligations of the contractual parties hereto shall be construed and enforced accordingly and in order to best accomplish the unenforceable provisions' essential purpose. Each contractual party shall be responsible for its authorized Representatives' compliance with the Agreement.

In confirmation, agreement and faithful commitment to "General Terms and Conditions" of the Agreement, enclosed hereto, the Parties set their signatures below.

Date.....

THE CONTRACTING PARTIES

..... PRIMETEL PLC

..... CUSTOMER