

TERMS AND CONDITIONS FOR THE PROVISION OF ELECTRONIC COMMUNICATIONS SERVICES

By signing the order form overleaf, the Subscriber agrees to the provision of internet and fixed voice telephony services by MTN Cyprus Ltd ("MTN"), as applicable, in accordance with the present terms and conditions, which the Subscriber has read, understood and accepted. The Subscriber agrees that no contract shall be concluded with MTN up until the Subscriber agrees to place an order with MTN in writing, by signing the Order Form overleaf, which shall come into force with pursuance to clause 7(A) below.

1. General Terms: The present terms and conditions apply without prejudice to the rules and legislation of the European Union and the Republic of Cyprus with regard to consumer protection. By virtue of the terms and conditions referred to in the present document, MTN shall provide the Subscriber, with fixed telephony services and internet access, as applicable, through MTN's network. MTN shall further provide space for the storage of the Subscriber's messages (as per the service type described overleaf), an email address, a contacts register for the Subscriber's emails and a Customer Care Centre which can be reached at number 136 on a daily basis, as well as network and equipment maintenance services (hereinafter to be referred to as "the Services"). MTN shall provide the Services in accordance with the service quality level provided for in the Determination of Service Quality Level for the Provision of Electronic Communications Services Order as amended or replaced from time to time by the Commissioner of Electronic Communications and Postal Services Regulation. Without prejudice to clause 9(G) below, in the event that MTN breaches the present Agreement, with regard to the service quality level, the Subscriber shall be entitled to a refund which will be determined by MTN.

2. Account usage and password(s): Any user name, password and other necessary codes which may be provided by MTN to the Subscriber for purposes of connecting to MTN's network must be kept confidential and the Subscriber shall be fully responsible for all activities that occur using the said user name and password. The Subscriber further agrees that only the Subscriber and his/her authorized designees shall use the name and password and that the Subscriber shall not transfer or disclose these to any other person and shall immediately notify MTN of any use thereof without his/her consent or any other security breach.

3. Subscriber's responsibilities: (A) The Subscriber shall be responsible for anything placed on the Internet or sent through email. (B) The Subscriber may not send anything which may be defamatory, offensive, abusive or menacing or which may cause nuisance, commotion or unnecessary discomfort to any other person or which is of racist or xenophobic nature, or in breach of any other legal right or duty, or contrary to the provisions of the Processing of Personal Data (Protection of the Individual) Law or in breach of the provisions of the Electronic Communications and Postal Services Regulation Law, the Certain Legal Aspects of Information Society Services Law, in particular the Electronic Commerce and Associated Matters Law, the Cybercrime Convention (Ratifying) Law and its Protocols and/or any other applicable law as these Laws may be amended or replaced from time to time. (C) The Subscriber may not use any of the Services for any illegal purpose, including, but not limited to civil or criminal offences, infringement of third party intellectual property rights, including patents, trademarks and other intellectual property rights, copyright, or illegal computer access and interference offences, illegal interception, computer data interference, electronic systems interference or commission of any other criminal offence including deliberate transmission of computer viruses. (D) In the event that the Subscriber commits any of the above actions, MTN reserves the right to delete all Subscriber information, terminate the Services and the Subscriber shall be fully responsible for the consequences, whereas MTN shall bear no responsibility. (E) MTN reserves the right to seek compensation from the Subscriber for any damages or charges which MTN may incur as a result of the Subscriber's actions as aforementioned. MTN further reserves the right to suspend the Services in the event that there is reasonable suspicion that the Subscriber has committed any of the aforementioned actions.

4. Limitations of use: The Subscriber expressly agrees that shall use the Internet at his/her sole risk. MTN shall use all reasonable endeavours to provide the Services at a continuous basis. However, MTN shall not bear any responsibility for any failure to provide the Services due to problems related with the Subscriber's system or the Internet (to the extent that these are out of MTN's control). In addition, the Subscriber agrees not to use MTN's Services in a manner that may adversely affect MTN's Services or its ability to provide such Services. MTN may interrupt the Services without notice for maintenance purposes, equipment or network upgrades or system upgrade or modification and to ensure the provision of acceptable service levels to all of its Subscribers. MTN shall not be liable for any Services deficiencies or interruptions caused by the aforementioned events.

5. Payment: The Subscriber agrees to pay the installation, set up and other connection charges from time to time set forth by MTN and communicated to the Subscriber from time to time. Charges shall be billed monthly and the VAT shall appear separately on the invoice. Payment of the invoices shall be in accordance with the terms set out in the Order Form. Failure to pay any of the charges within (fifteen) 15 days of becoming due and payable, shall entitle MTN to charge interest at a rate equal to five (5) percentage units above the Central Bank of Cyprus basic interest rate for the period starting on the date the amount has become payable until the date of payment. Failure by the Subscriber to pay any fees which s/he has already accepted, shall entitle MTN to disconnect the Services and/or to disrupt the use of Services by the Subscriber and/or proceed to informing the Default Debtor Database of a Credit Rating Organization in relation to the failure by the Subscriber to pay any outstanding invoices. The Subscriber may dispute any charges by MTN by giving written notice within the time limit for settlement of the invoice. If the Subscriber fails to give such written notice within the aforementioned time limit, the invoice shall be deemed to be accepted. MTN may suspend the provision of Services until the settlement by the Subscriber of any due and payable charges according to MTN's invoice(s).

6. Limitation of Liability: (A) To the extent permitted by law, MTN's liability shall be limited to the amount of MTN's charges for the Services provided under this Agreement. (B) Purchase, rental, use or subscription to any third party services, software or equipment offered by third parties directly or through MTN's Services, shall be subject to the third party provider's terms and conditions and MTN shall not be responsible or liable for any such services, software or equipment. (C) The Subscriber shall be responsible for the management and security of his/her data, including without limitation, backing up and restoring his/her data and implementing security systems, such as anti-virus and firewalls. MTN shall not be responsible or liable for the management or security of such data including without limitation loss thereof or back-up or restoration of such data, regardless of whether such data is maintained on MTN's servers. (D) MTN is solely responsible for the transmission of information through its communications network provided by the Subscriber and for the provision of the Subscriber's access to MTN's network. MTN shall not be responsible for information transmitted by the Subscriber through its network where the Subscriber is the initiator of the transmission of such information, or where the Subscriber selects the transmission recipient and where the Subscriber selects and modifies the information contained in the transmission. (E) MTN shall not receive actual knowledge of the information generated by the Subscriber and shall not be liable for the said information, in particular when the said information relates to illegal activity or it generates compensation claims or violates intellectual property rights of third parties. In addition, MTN shall not have a general obligation to control the transmitted information, nor does it have the obligation to actively search the facts and circumstances which indicate that there is illegal activity upon provision of its Services. In the event that MTN receives such knowledge or such activity comes to its attention, it shall immediately remove the information or it shall hinder the access to the said information and it may be forced to inform the competent authorities for the Subscriber's information or activities, for which there is suspicion that these are provided illegally.

7. Term and Termination: (A) MTN shall offer its services for a time period ("Term") agreed by the Subscriber (monthly, three-month, six-month, annual or 18-month, as the case may be, or on the basis of a special offer or package). The term shall begin on the date the Subscriber receives his/her user name and password and /or on the date of installation depending so as to connect to MTN network and shall end on the last day of the billing cycle and shall be automatically renewed for the same Term, unless the Subscriber gives MTN 30 days day written notice stating that she/he no longer wishes to receive the Services. (B) If the Subscriber breaches any of the terms of this Agreement or if such is required by Law, this Agreement shall be immediately terminated. (C) In addition, this Agreement shall be immediately terminated if the Subscriber is a legal person and has entered into winding up, dissolution or liquidation proceedings or has become bankrupt or in the event that the Subscriber is a natural person and has passed away. (D) The Subscriber reserves the right to terminate the present Agreement without penalty in case s/he does not accept any proposed modifications in the present terms and conditions under clause 9 (E) below. (E) Without prejudice to the above, this Agreement may be terminated by either party by giving not less than fifteen (15) days written notice. (F) Upon termination of this Agreement, however this might be caused, all outstanding charges, any cancellation or termination fees, any equipment costs and any legal and other fees incurred by MTN will become payable and MTN shall erase all Subscriber data from its system, including any emails from the space allocated to the Subscriber under this Agreement and MTN shall have the right to suspend the Subscriber's access to the Internet via its network.

8. Data Protection: Any personal data provided by the Subscriber to MTN shall be processed by MTN Cyprus Ltd in a secure manner for billing and administrative purposes and shall be kept private and confidential and shall not be disclosed to third parties except to the extent provided for by the Processing of Personal Data (Protection of the Individual) Law as amended or replaced from time to time. Such data shall be processed only by authorised employees or persons expressly authorised in writing to do this on behalf of MTN possessing the necessary professional and technical knowledge to do so. The Subscriber shall have the right to access and rectify the Subscriber's personal data provided to MTN at any time, as well as the right to object to any processing of personal data. By ticking the box overleaf, the Subscriber does not accept to receive by mail or in other electronic form commercial correspondence by MTN, including promotional material, special offers, discounts, gifts, competitions or games with respect to the promotion of MTN services.

9. Miscellaneous: (A) **Force Majeure:** Neither party shall be liable to the other in respect of any event which may constitute breach of this Agreement arising by reason of force majeure, namely, circumstances beyond the control of either party which shall include (but shall not be limited to) acts of God, fire, flood, explosion, sabotage, accident, embargo, riot, civil commotion, including acts of local government and parliamentary authority. (B) **No Transfer or Assignment:** Unless otherwise agreed in writing, any rights under this Agreement may not be assigned or transferred. (C) **Waiver:** Failure or neglect by MTN to enforce at any time any of the provisions of this Agreement shall not be construed nor shall it be deemed to be a waiver of MTN's rights hereunder, nor shall in any way affect the validity of the whole or any part of this Agreement nor impair MTN's rights to take subsequent action. (D) **Severability:** In the event that any of the terms, conditions or provisions set out herein shall be determined invalid, unlawful or unenforceable to any extent, such term, condition, or provision shall be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by Law. (E) **Amendment of terms:** MTN reserves the right to modify the terms and conditions of the present Agreement by giving the Subscriber one month's prior notice. (F) **Notices:** Any notice, direction or other communication given under this Agreement shall be in writing and shall be sent via e-mail or fax or via regular mail. (G) **Jurisdiction - Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Republic of Cyprus. Any dispute between the parties arising out of or in connection with this Agreement, including any question regarding its validity or termination that cannot be settled amicably, shall be submitted to the jurisdiction of the Courts of the Republic of Cyprus. The Subscriber shall have the right to address the Commissioner of Electronic Communication and Postal Services Regulation in respect of any dispute arising out of or in connection with the present Agreement by selecting the dispute resolution procedures provided for under articles 33 and 36 of the Regulation of Electronic Communications and Postal Services Law of 2004 as this may be amended or replaced from time to time.