

**EPIC LTD**  
**TERMS AND CONDITIONS FOR THE PROVISION OF ELECTRONIC COMMUNICATIONS SERVICES**

By signing the order form overleaf, the Subscriber agrees to the provision of internet services and fixed voice telephony services by Epic Ltd ("Epic") 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 Epic up until the Subscriber accepts to place an order with Epic in writing, by signing the Order Form Overleaf, which shall come into force with pursuant to clause 8(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, Epic shall provide the Subscriber, with fixed telephony services and internet access, as applicable, through Epic's network. Epic shall further provide space for the storage of the Subscriber's messages (as per the service type described overleaf), an e-mail address, a contact register for the Subscriber's e-mails and a Customer Care Center 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»). Epic 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 10(G) below, in the event that Epic breaches the present Agreement, with regard to the service quality level, the Subscriber shall be entitled to a refund which will be determined by Epic.
- 2. Account usage and password(s):** Any user name, password and other necessary codes which may be provided by Epic to the Subscriber for purposes of connecting to Epic'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 Epic 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 e-mail. **(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, Epic reserves the right to delete all Subscriber information, terminate the Services and the Subscriber shall be fully responsible for the consequences, whereas Epic shall bear no responsibility. **(E)** Epic reserves the right to seek compensation from the Subscriber for any damages or charges which Epic may incur as a result of the Subscriber's actions as aforementioned. Epic 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. Epic shall use all reasonable endeavours to provide the Services at a continuous basis. However, Epic 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 Epic's control). In addition, the Subscriber agrees not to use Epic's Services in a manner that may adversely affect Epic's Services or its ability to provide such Services. Epic 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. Epic 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 Epic and communicated to the Subscriber from time to time. Charges shall be billed monthly and the V.A.T. 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 Epic 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 he/she has already accepted, shall entitle Epic 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 Epic 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. Epic may suspend the provision of Services until the settlement by the Subscriber of any due and payable charges according to Epic's invoice(s).
- 6. Annual price adjustment:** Epic shall be entitled to adjust all charges (including the price of the Subscription Plan, charges for any additional services, roaming charges and any out of bundle charges) each year on 1 February by an amount equal to the annual Consumer Price Index inflation rate (<https://www.cystat.gov.cy/el/SubthemeStatistics?s=47>) ("Inflation Rate") published by the Statistical Service of the Republic of Cyprus in the preceding January. Epic shall communicate any such adjustment to the Subscriber. The adjustment will be calculated by multiplying the relevant Charge individually by the Inflation Rate percentage and will be rounded up or down to the nearest whole cent. The price adjustment will apply on February invoices each year, unless Epic in its sole discretion chooses not to apply the relevant adjustment. In the event that the Inflation Rate is negative, the Inflation Rate will be treated as being 0%. The adjustment to charges as a result of this clause is not a change pursuant to clause 10(E) and, therefore, does not give rise to the notification procedure and termination rights set out in clause 8(D), so the termination fee as per clause 8(F) will become payable if a Subscriber wishes to terminate the Agreement for their Subscription Plan before the end of the Minimum Period. If the Inflation Rate ceases to be published by the Statistical Service of the Republic of Cyprus, the calculation will be made on the basis of the replacement index chosen by the Republic of Cyprus or a similar index communicated to you by Epic.
- 7. Limitation of Liability: (A)** To the extent permitted by law. Epic's liability shall be limited to the amount of Epic'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 Epic's Services, shall be subject to the third-party provider's terms and conditions and Epic 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. Epic 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 Epic's servers. **(D)** Epic 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 Epic's network. Epic 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)** Epic 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 generates compensation claims or violates intellectual property rights of third parties. In addition, Epic 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 Epic 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.
- 8. Term and Termination: (A)** Epic shall offer its services for a time period ("Term") agreed by the Subscriber (monthly, 3-month, 6-month, annual, 18-month or 24-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 Epic 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 Epic a 30-day written notice stating that he/she 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 he/she does not accept any proposed modifications in the present terms and conditions under clause 10(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 Epic will become payable and Epic shall erase all Subscriber data from its system, including any e-mails from the space allocated to the Subscriber under this Agreement and Epic shall have the right to suspend the Subscriber's access to the Internet via its network.
- 9. Data Protection: (a)** Epic may process, use or disclose your personal data, pursuant to Regulation (EU) No 2016/679 on the protection of natural persons regarding the processing of personal data and on the free movement of such data. Such data, may include amongst other, your name, surname, e-mail, address, your debit or credit card details, bank details and other payment information as well as your billing records.  
**(b)** Generally, Epic may collect your Personal Data when you:
  - (i) register as an Epic subscriber,
  - (ii) enter any promotions, competitions or prize draws through one of our Services,
  - (iii) make changes to, or close your Epic account,
  - (iv) buy from us - whether from an Epic shop, online, over the phone or somewhere else.

- (c) Your Personal Data shall be strictly processed, used or disclosed by Epic solely for the purposes of:
- (i) fulfilling our obligations and providing you the Services required under this Agreement,
  - (ii) managing your account and helping you manage your account,
  - (iii) getting in touch with you (e.g. if we need to tell you about any problems with a service),
  - (iv) recovering any money, you might owe us,
  - (v) complying with any legal and/or regulatory obligation to which Epic, as the Controller, is subject to,
  - (vi) maintaining our client relationship management systems,
  - (vii) client support,
  - (viii) checking your creditworthiness, credibility and payment integrity so we can assess and decide on whether we can give you (and members of your household) credit, credit-related Services,
  - (ix) resolving client complaints and handling requests and enquiries,
  - (x) conducting investigations relating to disputes, billing, suspected illegal activities or fraud,
  - (xi) processing of payment instructions, direct debit facilities and/or credit facilities requested by you,
  - (xii) analysing your use of the products and/or Services to help us improve, review, develop and efficiently manage the products and/or Services offered to you,
  - (xiii) managing our network,
  - (xiv) your personal information may be shared with other network operators, so you can make and receive calls, so Epic may transfer numbers from one network to another and to monitor or investigate fraud. Epic may also need to give your personal details to emergency services.
- (d) For the purposes listed in paragraph B(c) above, your Personal Data may also be disclosed to the below Epic's representatives, suppliers and associates who help us run our Services:
- (i) Infocredit Group Ltd
  - (ii) Huawei Technologies (Cyprus) co.. Ltd
  - (iii) Iron mountain Inc.
  - (iv) JCC Payment Systems Ltd
  - (v) Othisi S.A.
  - (vi) GCC Computers Ltd
  - (vii) BLUE SUN AUTOMATION LIMITED
  - (viii) SALESTALKPRO Ltd

You can always visit our website at [www.epic.com.cy](http://www.epic.com.cy) for any updates and/or edits related to our associates/ suppliers/ representatives.

(e) How do we transfer information about you?

Transfers within the Epic Network.

Information about you may be transferred and/or disclosed to other Epic entities for any of the purposes listed in paragraph 9(c) above. As a result, your information may be transferred and stored outside Cyprus. This includes countries outside the European Economic Area (EEA) and countries that don't have laws considered to provide adequate protection for personal information. Such transfers shall apply provided that the appropriate standard data protection clauses have been agreed between Epic Ltd and other Epic firms or third-party providers, as adopted by the European Commission or other safeguards meeting the requirement of the European General Data Protection Regulation for transfers of personal data outside the EEA.

(f) How long we keep your Personal Data?

For as long as it is required for a relevant purpose described in this notice. We may retain it for longer, if that's required or permitted by applicable law or regulation.

(g) Your rights:

- (i) you may request from us a copy of your information,
- (ii) request us to correct, update or delete your information,
- (iii) you have the right to lodge a complaint with the supervisory authority if you think that any of your personal data rights have been infringed by Epic ([commissioner@dataprotection.gov.cy](mailto:commissioner@dataprotection.gov.cy)),
- (iv) the right to request that we restrict the processing of your Personal Data in certain circumstances.

However, there may be circumstances where you ask us to restrict the processing of your information, but we are legally entitled to refuse that request.

Please note that if your Personal Data has been provided to Epic by a third party (e.g. a referrer), you should contact that organisation or individual to make such queries and/or complaints. For any further information on how Epic uses your Personal Data, you may contact: Email: [dpo@epic.com.cy](mailto:dpo@epic.com.cy)

10. **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 Epic 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 Epic's rights hereunder, nor shall in any way affect the validity of the whole or any part of this Agreement nor impair Epic'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:** Epic 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. If the Subscriber has any complaints from Epic, he/she must report the complaint initially to Epic Customer Service and if not satisfied, he/she may address the Commissioner. For more details, the Customer may visit the Commissioner's website at <http://www.ocecpr.org.cy/>.

Epic Ltd is a limited liability company duly registered in accordance with the Laws of the Republic of Cyprus under the Registry number 141156 and has its headquarters at 87 Kennedy Avenue, 1077 Nicosia, Cyprus. The number Registry Licensing OCECPR is 31/2003.

I hereby declare that I have read and understood the above Terms and Conditions of the Epic Subscription Contract and I accept them unconditionally.

Signature

Contract No.

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