

## GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF ELECTRONIC COMMUNICATION SERVICES

This Agreement is entered into between Kernel Consultants Ltd, trading as Cosmos Wireless, a company duly incorporated and existing under the laws of the Republic of Cyprus and authorized to provide electronic communications services pursuant to applicable legislation, with registered offices at Grigori Afxentiou 83, Paralimni 5288, Cyprus (hereinafter referred to as the “Company”), and the subscriber whose details appear in the applicable Contract, Contract Summary and Special Conditions (hereinafter referred to as the “Subscriber”).

### 1. DEFINITIONS

For the purposes of this Agreement:

“Agreement” means these General Terms and Conditions together with the Contract, Contract Summary, Special Conditions, Privacy Policy, Fair Usage Policy and any schedules or annexes incorporated herein.

“Business Subscriber” means any Subscriber acting wholly or mainly for purposes relating to trade, business, profession or commercial activity.

“Commissioner” means the Office of the Commissioner of Electronic Communications and Postal Regulation (OCECPR) or any successor authority.

“Consumer” means a natural person acting for purposes outside their trade, business, craft or profession.

“Contract Summary” means the pre-contractual summary required by applicable legislation.

“Equipment” means any router, modem, antenna, access point, ONU, VoIP device, CCTV camera, network device, cabling or other hardware supplied by the Company.

“Installation Point” means the first physical point at which the Services are delivered at the Premises.

“Legislation” means all applicable laws, regulations, directives, decisions, regulatory measures and requirements of the Republic of Cyprus and the European Union, as amended from time to time.

“Network” means the telecommunications infrastructure operated or utilized by the Company.

“Other Provider” means any provider of electronic communications services other than the Company.

“Premises” means the location at which the Services are installed.

“Private Use” means personal, residential, educational and domestic use excluding resale, redistribution or commercial exploitation.

“Services” means broadband internet access services, fibre services, fixed wireless access services, VoIP services, SIP services, telecommunications services, installation services, maintenance services, support services, CCTV and security-related bundled services and any related services provided by the Company.

## 2. CONTRACT FORMATION

2.1 The Agreement shall become effective upon acceptance by the Company and activation of the Services.

2.2 Prior to conclusion of the Agreement, the Company shall provide the Subscriber with the Contract Summary and all mandatory pre-contractual information required by applicable legislation.

2.3 By entering into this Agreement, the Subscriber confirms that:

- (a) the information provided to the Company is complete and accurate;
- (b) the Subscriber has received and reviewed the Contract Summary;
- (c) the Subscriber has received and accepted these Terms and Conditions;
- (d) the Subscriber understands the characteristics and limitations of the Services.

## 3. DURATION OF AGREEMENT

3.1 The Agreement shall commence on the Service activation date.

3.2 Residential Consumers may enter into Agreements with minimum commitment periods of:

- (a) twelve (12) months; or
- (b) twenty-four (24) months.

3.3 Business Subscribers may enter into Agreements with minimum commitment periods of:

- (a) twelve (12) months;
- (b) twenty-four (24) months; or
- (c) thirty-six (36) months.

3.4 Bundled services that include subsidised equipment, including CCTV systems, security hardware, monitoring devices or similar equipment, may be offered with longer commitment periods where permitted by applicable legislation and clearly disclosed within the Contract Summary and Special Conditions.

3.5 Upon expiry of the applicable minimum commitment period, the Agreement shall automatically continue on a rolling monthly basis unless terminated by either party upon thirty (30) days written notice.

3.6 The Company shall notify the Subscriber before expiry of the minimum commitment period of:

- (a) the upcoming continuation of the Agreement;
- (b) any revised fees or conditions;
- (c) the Subscriber's termination rights.

#### 4. INSTALLATION AND ACTIVATION

4.1 The Subscriber shall provide all information, permissions, authorizations and documents reasonably required for installation and activation.

4.2 The Company shall use reasonable efforts to activate Services within thirty (30) working days following receipt of all required documentation and approvals.

4.3 The Company may refuse installation where:

- (a) network capacity is unavailable;
- (b) technical feasibility does not exist;
- (c) installation would compromise Network security;
- (d) the Subscriber fails reasonable credit assessment requirements;
- (e) other objectively justified grounds exist.

4.4 The Subscriber shall provide safe access to the Premises for installation, maintenance, repair and recovery of Equipment.

4.5 Internal wiring, networking equipment and infrastructure located after the Installation Point shall remain the responsibility of the Subscriber unless otherwise agreed in writing.

4.6 For Fixed Wireless Access Services, delivery of the Service shall be deemed completed at the Ethernet or PoE handoff point.

4.7 Number portability services shall be carried out in accordance with applicable legislation and regulatory requirements.

#### 5. PROVISION OF SERVICES

5.1 The Company shall provide the Services with reasonable care and skill and in accordance with applicable legislation.

5.2 The Company shall implement appropriate technical and organizational measures to protect:

- (a) network integrity;

- (b) cybersecurity;
- (c) confidentiality of communications;
- (d) personal data.

5.3 The Company shall comply with all quality of service obligations imposed by applicable legislation and regulatory authorities.

5.4 Broadband Services are provided on a best-effort basis.

5.5 The Company shall provide information regarding:

- (a) advertised speeds;
- (b) maximum speeds;
- (c) normally available speeds;
- (d) minimum speeds,

where required by applicable legislation.

5.6 Actual speeds may vary depending upon:

- (a) customer equipment;
- (b) Wi-Fi performance;
- (c) network congestion;
- (d) technical limitations;
- (e) radio frequency interference;
- (f) weather conditions;
- (g) line-of-sight conditions;
- (h) third-party systems;
- (i) factors outside the Company's reasonable control.

5.7 Where a continuous or regularly recurring discrepancy exists between the actual performance of the Internet Access Service and the performance specified in the Contract, the Subscriber may exercise any rights and remedies available under applicable legislation.

5.8 The Company shall not be liable for failures attributable solely to third-party networks or services outside its reasonable control.

5.9 The Company may implement fair usage and traffic management measures where reasonably necessary to:

- (a) maintain service quality;
- (b) preserve Network integrity;
- (c) ensure cybersecurity;
- (d) prevent abuse;
- (e) comply with legal obligations.

5.10 Such measures shall be transparent, proportionate and non-discriminatory.

5.11 The Company may temporarily suspend Services where reasonably necessary for:

- (a) maintenance;
- (b) emergency repairs;
- (c) cybersecurity incidents;
- (d) fraud prevention;
- (e) legal compliance.

5.12 The Company shall use reasonable efforts to restore Services as soon as reasonably practicable.

## 6. CUSTOMER SUPPORT AND COMPLAINTS

6.1 The Company shall maintain customer support and complaint handling procedures in accordance with applicable legislation.

6.2 Complaints shall be acknowledged within five (5) working days.

6.3 The Company shall aim to resolve complaints within thirty (30) days where reasonably practicable.

6.4 Subscribers may submit complaints through any communication channels made available by the Company.

6.5 Where a complaint cannot be resolved to the Subscriber's satisfaction, the Subscriber may refer the matter to:

- (a) the Office of the Commissioner of Electronic Communications and Postal Regulation (OCECPR);
- (b) the Consumer Protection Service;

- (c) an approved Alternative Dispute Resolution body;
- (d) any other competent authority.

## 7.

### SUBSCRIBER OBLIGATIONS

7.1 The Subscriber warrants that all information provided to the Company is accurate, complete and up to date.

7.2 The Subscriber shall promptly notify the Company of any changes to contact details, billing information, ownership, occupancy of the Premises or any other information relevant to the provision of the Services.

7.3 The Subscriber shall use the Services only for lawful purposes and in accordance with this Agreement.

7.4 The Subscriber shall not:

- (a) interfere with the Network or Equipment;
- (b) use the Services for unlawful activities;
- (c) infringe intellectual property rights;
- (d) compromise network security;
- (e) engage in activities that negatively affect the quality of service experienced by other subscribers;
- (f) resell or redistribute the Services without the prior written consent of the Company.

7.5 The Subscriber shall take all reasonable measures to protect usernames, passwords and security credentials from unauthorized access.

7.6 The Subscriber shall immediately notify the Company upon becoming aware of:

- (a) faults affecting the Services;
- (b) misuse of the Services;
- (c) unauthorized access;
- (d) security incidents affecting Equipment or Services.

7.7 The Subscriber shall be responsible for ensuring that all persons using the Services through the Subscriber's account comply with this Agreement.

## 8. EQUIPMENT

8.1 Unless otherwise agreed in writing, all Equipment supplied by the Company remains the property of the Company.

8.2 The Subscriber shall:

- (a) exercise reasonable care over the Equipment;
- (b) protect the Equipment from damage, theft and misuse;
- (c) not alter, relocate, dismantle, repair or interfere with the Equipment without authorization.

8.3 The Company shall repair or replace defective Equipment where the defect is not caused by misuse, negligence, unauthorized interference, external damage, accident or force majeure.

8.4 Equipment supplied by the Company shall only be used for the purpose of receiving the Services.

8.5 Upon termination of the Agreement, Company-owned Equipment shall be returned within fourteen (14) days unless otherwise agreed.

8.6 The Company may charge the reasonable replacement value of Equipment that:

- (a) is not returned;
- (b) is returned damaged beyond fair wear and tear;
- (c) has been intentionally modified or destroyed.

8.7 Subscribers shall secure wireless Equipment using passwords, encryption and security measures made available by the Equipment.

## 9. COSMOS PROTECT AND SUBSIDISED EQUIPMENT PACKAGES

9.1 The Company may offer bundled packages that include electronic communications services together with CCTV systems, cameras, recording devices, security equipment, monitoring equipment or similar hardware (“Subsidised Equipment”).

9.2 Where Subsidised Equipment is supplied free of charge, at a discount, or below its normal retail value, the Subscriber acknowledges that the cost of such equipment is subsidised by the Company.

9.3 The applicable Contract Summary and Special Conditions shall specify:

- (a) the equipment supplied;
- (b) the applicable commitment period;
- (c) any subsidy granted;
- (d) ownership arrangements.

9.4 Where permitted by applicable legislation, bundled packages that include significant equipment subsidies may be offered with longer commitment periods than standard residential broadband services.

9.5 Upon early termination of such bundled services, the Company may recover only:

- (a) the remaining unrecovered subsidy value;
- (b) unreturned equipment charges;
- (c) any applicable promotional benefits granted,

subject always to applicable legislation and consumer rights.

9.6 The Company shall provide an itemised calculation of any such charges upon request.

## 10. CHARGES AND PAYMENTS

10.1 The Subscriber shall pay all charges specified in:

- (a) the Contract;
- (b) the Contract Summary;
- (c) the Special Conditions;
- (d) applicable published price lists.

10.2 All charges shall be clearly disclosed before conclusion of the Agreement.

10.3 Invoices shall normally be issued monthly and shall identify all applicable charges.

10.4 Payment shall be made by the due date stated on the invoice.

10.5 The Company may offer payment by:

- (a) direct debit;
- (b) bank transfer;
- (c) payment card;
- (d) cash through authorized payment channels;
- (e) any other payment method made available by the Company.

10.6 The Subscriber may dispute an invoice within ninety (90) days of issue.

10.7 The Company shall investigate disputed invoices fairly and within a reasonable timeframe.

10.8 Any undisputed portion of an invoice shall remain payable pending investigation.

10.9 Interest on overdue amounts may be charged at the statutory rate applicable under Cyprus law.

10.10 The Company may require a reasonable deposit or guarantee where objectively justified, including circumstances involving:

- (a) poor credit history;
- (b) repeated payment defaults;
- (c) unusually high risk exposure.

10.11 Any deposit or guarantee shall be returned following settlement of all outstanding obligations.

## 11. CHANGES TO FEES AND CHARGES

11.1 The Company may revise fees and charges where objectively justified, including due to:

- (a) inflation;
- (b) taxation changes;
- (c) regulatory requirements;
- (d) wholesale cost increases;
- (e) network investment requirements;
- (f) operational cost increases.

11.2 Subscribers shall receive at least thirty (30) days prior notice of any increase in charges.

11.3 Where a proposed change is not exclusively beneficial to the Subscriber and is not directly imposed by law, the Subscriber shall have the right to terminate the affected Service without penalty before the change takes effect.

11.4 Notice may be provided by:

- (a) email;
- (b) SMS;
- (c) customer portal;
- (d) invoice message;
- (e) other lawful communication methods.

## 12. PROMOTIONAL OFFERS

12.1 Promotional offers may include:

- (a) discounted monthly charges;
- (b) free installation;
- (c) free service periods;
- (d) subsidised Equipment;
- (e) bundled service benefits.

12.2 Promotional offers are subject to the specific promotional terms communicated at the time of subscription.

12.3 Promotional benefits may be conditional upon maintaining the Services for the applicable minimum commitment period.

12.4 Upon early termination, the Company may recover only the proportionate value of:

- (a) installation subsidies;
- (b) promotional discounts;
- (c) subsidised Equipment;
- (d) unrecovered hardware subsidies.

12.5 Promotional terms shall not limit or exclude mandatory consumer rights.

## 13. EARLY TERMINATION CHARGES

13.1 Where the Subscriber terminates the Agreement before expiry of the applicable minimum commitment period for reasons not attributable to the Company, the Company may recover only:

- (a) unpaid accrued charges;
- (b) subsidised installation costs;
- (c) promotional discounts calculated on a pro-rata basis;
- (d) subsidised Equipment costs;
- (e) unreturned Equipment charges.

13.2 The Company shall not charge the Subscriber the full value of all remaining monthly subscription fees solely as a consequence of early termination.

13.3 Any early termination charges shall be:

- (a) proportionate;
- (b) transparent;
- (c) objectively justified;
- (d) compliant with applicable legislation.

13.4 The Company shall provide an itemised calculation of early termination charges upon request.

13.5 No early termination charges shall apply where:

- (a) the Company materially breaches the Agreement;
- (b) the Subscriber exercises statutory rights;
- (c) termination is required under applicable legislation.

#### 14. BUSINESS SUBSCRIBERS

14.1 Certain consumer-specific protections may not apply to Business Subscribers where permitted by law.

14.2 Business Subscribers may enter into longer commitment periods including thirty-six (36) month agreements.

14.3 Business Subscribers acknowledge that service continuity may depend upon third-party infrastructure, commercial arrangements and network availability.

14.4 Unless otherwise required by law, Business Subscribers shall not be entitled to consumer-specific withdrawal rights.

#### 15. PERSONAL DATA PROTECTION

15.1 The Company shall process personal data in accordance with:

- (a) Regulation (EU) 2016/679 (General Data Protection Regulation - GDPR);
- (b) applicable Cyprus data protection legislation;
- (c) applicable telecommunications privacy legislation.

15.2 Personal data shall be processed lawfully, fairly and transparently and only for legitimate purposes including:

- (a) provision of Services;

- (b) billing and payment processing;
- (c) customer support;
- (d) fraud prevention;
- (e) network management;
- (f) legal and regulatory compliance.

15.3 The Subscriber shall have all rights granted under applicable data protection legislation including:

- (a) right of access;
- (b) right to rectification;
- (c) right to erasure where applicable;
- (d) right to restriction of processing;
- (e) right to object;
- (f) right to data portability;
- (g) right to lodge complaints with the Office of the Commissioner for Personal Data Protection.

15.4 Marketing communications shall only be sent where a valid legal basis exists.

15.5 Subscribers may withdraw marketing consent at any time without affecting the lawfulness of processing carried out before withdrawal.

15.6 Personal data shall only be retained for as long as necessary for contractual, legal, operational or regulatory purposes.

15.7 The Company may share personal data with:

- (a) telecommunications partners;
- (b) payment processors;
- (c) technical service providers;
- (d) professional advisers;
- (e) regulators and competent authorities,

where necessary and lawful.

## 16. CONFIDENTIALITY OF COMMUNICATIONS

16.1 The Company shall maintain the confidentiality of communications in accordance with applicable legislation.

16.2 The Company shall not intercept, monitor or disclose communications except where:

- (a) required by law;
- (b) necessary for operation of the Services;
- (c) authorized by legislation;
- (d) required by court order or lawful authority.

16.3 Nothing in this Agreement shall prevent the Company from taking lawful measures necessary to protect the security and integrity of the Network.

## 17. CYBERSECURITY AND NETWORK PROTECTION

17.1 The Company may implement reasonable technical and organizational measures necessary to protect:

- (a) the Network;
- (b) the Services;
- (c) Subscribers;
- (d) personal data.

17.2 The Company may temporarily restrict, suspend or block access where reasonably necessary to prevent:

- (a) cyberattacks;
- (b) malware distribution;
- (c) spam;
- (d) fraud;
- (e) unauthorized access;
- (f) threats to Network integrity.

17.3 Subscribers shall not knowingly use the Services for illegal, harmful, abusive, fraudulent or malicious activities.

## 18. INTELLECTUAL PROPERTY

18.1 All intellectual property rights relating to the Services, systems, software, trademarks, trade names, branding, websites, applications and Equipment remain vested in the Company or its licensors.

18.2 The Subscriber receives a limited, non-exclusive, non-transferable right to use such materials solely for the purpose of receiving and using the Services.

18.3 The Subscriber shall not copy, reproduce, modify, reverse engineer, distribute or commercially exploit any intellectual property belonging to the Company without prior written consent.

## 19. FORCE MAJEURE

19.1 Neither party shall be liable for any failure or delay resulting from circumstances beyond its reasonable control.

19.2 Such circumstances may include:

- (a) natural disasters;
- (b) extreme weather events;
- (c) war;
- (d) terrorism;
- (e) cyberattacks;
- (f) strikes;
- (g) governmental actions;
- (h) utility failures;
- (i) failures of third-party networks;
- (j) acts of competent authorities.

19.3 The affected party shall take reasonable steps to mitigate the effects of the force majeure event.

## 20. AMENDMENTS TO THE AGREEMENT

20.1 The Company may amend this Agreement where reasonably necessary for:

- (a) legal compliance;
- (b) regulatory requirements;
- (c) operational reasons;

(d) service improvements;

(e) cybersecurity requirements.

20.2 Material amendments shall be communicated at least thirty (30) days before they take effect.

20.3 Where an amendment materially disadvantages a Subscriber and is not directly imposed by law, the Subscriber may terminate the affected Service without penalty before the amendment becomes effective.

20.4 Amendments required immediately by law or regulatory authority may take effect immediately.

## 21. LIMITATION OF LIABILITY

21.1 Nothing in this Agreement excludes or limits liability where such exclusion or limitation is prohibited by law.

21.2 In particular, nothing excludes liability for:

(a) fraud;

(b) fraudulent misrepresentation;

(c) wilful misconduct;

(d) gross negligence;

(e) death or personal injury caused by negligence.

21.3 Subject to Clause 21.1, the Company shall not be liable for:

(a) indirect or consequential losses;

(b) loss of profits;

(c) loss of business opportunities;

(d) loss of goodwill;

(e) losses arising from third-party networks;

(f) interruptions beyond the Company's reasonable control.

21.4 Subject to applicable law, the Company's aggregate liability shall not exceed the total fees paid by the Subscriber during the preceding twelve (12) months.

21.5 Nothing in this Agreement affects mandatory consumer rights under Cyprus or European Union law.

## 22. TERMINATION

22.1 Either party may terminate this Agreement in accordance with its terms.

22.2 Following expiry of the applicable minimum commitment period, either party may terminate the Agreement upon thirty (30) days written notice.

22.3 Either party may terminate the Agreement for material breach where the breach remains unremedied twenty (20) days after written notice.

22.4 The Company may suspend or terminate Services where reasonably necessary due to:

- (a) non-payment;
- (b) fraud;
- (c) unlawful activity;
- (d) misuse of the Services;
- (e) serious breach of this Agreement.

22.5 Upon termination, the Subscriber shall:

- (a) settle all outstanding charges;
- (b) return Company-owned Equipment;
- (c) permit recovery of Equipment where applicable.

22.6 Any charges arising upon termination shall be calculated in accordance with this Agreement and applicable legislation.

## 23. CONSUMER RIGHT OF WITHDRAWAL

23.1 Where this Agreement is concluded remotely or off-premises, Consumers shall have the right to withdraw from the Agreement within fourteen (14) days without giving any reason.

23.2 The Company shall provide a clear and accessible mechanism for exercising the right of withdrawal.

23.3 Where a Consumer expressly requests activation of the Services during the withdrawal period:

- (a) Services may commence immediately;
- (b) proportionate charges may apply for Services already provided;
- (c) the withdrawal right may cease where permitted by law and where Services have been fully performed.

## 24. DISPUTE RESOLUTION AND GOVERNING LAW

24.1 The parties shall attempt to resolve disputes amicably and in good faith.

24.2 Subscribers may refer unresolved complaints to:

- (a) the Office of the Commissioner of Electronic Communications and Postal Regulation (OCECPR);
- (b) the Consumer Protection Service;
- (c) approved Alternative Dispute Resolution bodies;
- (d) other competent authorities.

24.3 This Agreement shall be governed by the laws of the Republic of Cyprus.

24.4 Any dispute not resolved amicably shall be subject to the jurisdiction of the courts of the Republic of Cyprus.

24.5 Nothing in this Agreement shall limit mandatory rights available under applicable law.

## 25. NOTIFICATIONS

25.1 Notices may be given through:

- (a) email;
- (b) SMS;
- (c) customer portal;
- (d) post;
- (e) other lawful communication methods.

25.2 Notices shall be deemed received:

- (a) on transmission where sent electronically;
- (b) three (3) working days after posting where sent by post.

25.3 Subscribers shall maintain current contact information at all times.

## 26. ELECTRONIC SIGNATURES

26.1 Electronic signatures, electronic acceptance and digital confirmations shall have the same legal validity and enforceability as handwritten signatures where permitted by law.

## 27. VULNERABLE CUSTOMERS

27.1 The Company shall make reasonable efforts to accommodate vulnerable customers and customers requiring accessible communication methods.

27.2 The Company shall seek to provide information in accessible formats where reasonably practicable.

## 28. GENERAL PROVISIONS

28.1 If any provision of this Agreement is found to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

28.2 Failure by either party to exercise any right shall not constitute a waiver of that right.

28.3 This Agreement, together with the Contract, Contract Summary, Special Conditions and incorporated policies, constitutes the entire agreement between the parties.

28.4 Nothing in this Agreement shall exclude any rights which cannot lawfully be excluded under applicable legislation.

## 29. CONTACT DETAILS

Kernel Consultants Ltd

Trading Name: Cosmos Wireless

Address:  
Grigori Afxentiou 83  
Paralimni 5288  
Cyprus

Telephone:  
77787800

Email:  
[info@cosmoswireless.com](mailto:info@cosmoswireless.com)

Website:  
[www.cosmoswireless.net](http://www.cosmoswireless.net)