

COSMOS WIRELESS

TERMS AND CONDITIONS FOR SERVICES AT SBA AND BRITISH FORCES LOCATIONS IN CYPRUS

Consumer and small-business electronic communications services

Provider	Kernel Consultants Ltd, trading as Cosmos Wireless
Version	1.0 — Effective date: 27 July 2026
Applies to	Services installed at Akrotiri, Episkopi, Dhekelia, Ayios Nikolaos, BRS Nicosia or Troodos
Contract record	The signed Special Conditions must expressly identify this SBA version and effective date

1. CONTRACT DOCUMENTS AND APPLICATION

- 1.1** These Terms apply only where the Installation Address stated in the Special Conditions is at Akrotiri, Episkopi, Dhekelia, Ayios Nikolaos, BRS Nicosia or Troodos (each a “Covered Location”). Akrotiri and Episkopi are associated with the Western Sovereign Base Area; Dhekelia and Ayios Nikolaos are associated with the Eastern Sovereign Base Area. BRS Nicosia and Troodos are Covered British Forces Locations but are not described by this Agreement as sovereign territory.
- 1.2** The Agreement consists of: (a) the signed Special Conditions; (b) these SBA Terms and Conditions, identified by version and effective date; (c) the applicable service description and price schedule supplied before signature; and (d) any signed addendum.
- 1.3** If there is a conflict, the following order of precedence applies: signed addendum; Special Conditions; these SBA Terms; service description; price schedule.
- 1.4** General terms published for other service areas do not apply to a Covered Location unless the Special Conditions expressly incorporate them.
- 1.5** A later website version does not alter an existing Agreement unless the Company gives the notice required by clause 18 and the amendment is lawful.

2. DEFINITIONS

- 2.1** “Agreement” means the documents listed in clause 1.2.
- 2.2** “Company” means Kernel Consultants Ltd, trading as Cosmos Wireless.
- 2.3** “Customer” or “Subscriber” means the person identified in the Special Conditions.
- 2.4** “Equipment” means any antenna, radio, router, power supply, cabling, adapter or other equipment supplied on loan or otherwise identified as Company property.
- 2.5** “Installation Address” means the premises stated in the Special Conditions.
- 2.6** “Minimum Term” means the fixed commitment period stated in the Special Conditions.

- 2.7** “Monthly Charge” means the recurring charge for the selected service, excluding usage-based and third-party charges unless stated otherwise.
- 2.8** “Service” means the Internet, voice, installation, support or related service selected in the Special Conditions.
- 2.9** “Competent Court” means the court having territorial and subject-matter jurisdiction over the relevant Installation Address and dispute.

3. FORMATION AND MINIMUM TERM

- 3.1** The Agreement begins when signed by both parties or when the Service is activated, whichever occurs first, and continues for the Minimum Term stated in the Special Conditions.
- 3.2** The Customer acknowledges that the price, installation contribution, promotional benefits and Equipment arrangements are offered in return for the Minimum Term.
- 3.3** After the Minimum Term, the Agreement continues on a monthly basis unless the Special Conditions expressly provide otherwise. Either party may then terminate on thirty (30) days’ written notice without a Minimum-Term Recovery Charge.

4. INSTALLATION AND ACTIVATION

- 4.1** The Customer shall provide accurate information, safe access, electricity, internal wiring, permissions and any landlord, Ministry of Defence, DIO, contractor or third-party consent reasonably required for installation, relocation, maintenance or removal.
- 4.2** Any target activation date is conditional on access, approvals, network availability, line of sight, site readiness and events outside the Company’s reasonable control.
- 4.3** The Service is delivered and tested at the Installation Point. Internal Wi-Fi coverage and the Customer’s internal network are the Customer’s responsibility unless expressly included in the Special Conditions.
- 4.4** The Company may refuse or postpone installation where it is unsafe, unlawful, technically impracticable or dependent on an outstanding third-party approval.

5. SERVICE PROVISION

- 5.1** The Company shall use reasonable skill and care in providing the Service and maintaining its network.
- 5.2** Speeds and wireless performance may vary because of radio conditions, contention, third-party networks, equipment, premises construction, interference, power, weather and other technical factors.
- 5.3** The Company does not guarantee uninterrupted or fault-free Service, but will use reasonable efforts to investigate and remedy faults within its control.
- 5.4** The Company is not responsible for the Customer’s internal network, third-party equipment or services beyond the Installation Point.

6. CHARGES AND PAYMENT

- 6.1** The Customer shall pay the charges stated in the Special Conditions and applicable price schedule by the due date, whether or not the Customer uses the Service.
- 6.2** Monthly Charges may be invoiced in advance. Installation, repair, relocation, Equipment, usage and other charges may be invoiced when incurred.

- 6.3** Overdue sums may bear interest at the rate stated in the price schedule or, if no rate is stated, at the lawful rate applicable to the debt.
- 6.4** The Company may suspend Service for overdue undisputed sums after reasonable notice, without waiving the debt or the right to terminate.
- 6.5** The Customer may dispute an invoice in writing, stating reasons and evidence. Undisputed amounts remain payable.

7. EQUIPMENT

- 7.1** Equipment remains Company property unless the Special Conditions expressly state that ownership transfers to the Customer.
- 7.2** The Customer shall keep Equipment safe, powered and unaltered; use it only for the Service; and permit reasonable access for inspection, replacement or recovery.
- 7.3** On termination, the Customer shall return all Company Equipment within fourteen (14) days in reasonable condition, fair wear and tear excepted.
- 7.4** If Equipment is not returned, is lost or is damaged beyond fair wear and tear, the Customer shall pay the replacement value stated in the signed price schedule or, if not stated, the reasonable documented cost of equivalent replacement equipment.

8. MOVING PREMISES AND RELOCATION

- 8.1** The Customer shall give at least thirty (30) days' written notice of a proposed move and provide the new address and requested relocation date.
- 8.2** A move does not by itself cancel or discharge the Minimum Term.
- 8.3** If the Company can provide Service at the new address, the Agreement will continue for the balance of the Minimum Term, subject to technical feasibility, required permissions and the applicable relocation fee. If the Customer declines a technically available relocation and terminates, clause 10 applies.
- 8.4** If the Company cannot provide Service at the new address, the Customer may terminate. Unless mandatory law requires otherwise, the charges in clause 10 remain payable because the move is a Customer circumstance and not a breach by the Company.
- 8.5** The Company may, at its discretion, waive or reduce a charge under this clause. A waiver in one case does not create a precedent or waive rights in another case.

9. CUSTOMER TERMINATION DURING THE MINIMUM TERM

- 9.1** The Customer may request termination at any time by written notice. Termination takes effect on the later of: (a) the requested date; (b) expiry of the notice period stated in the Special Conditions; and (c) return or agreed collection of Company Equipment.
- 9.2** If termination occurs before expiry of the Minimum Term for a reason not caused by an uncured material breach by the Company, the Customer shall pay the amounts in clause 10.
- 9.3** Examples include moving premises, leaving Cyprus or a Covered Location, choosing another provider, no longer requiring the Service, financial circumstances, change of employer or accommodation, or failure to secure access or permissions.

10. MINIMUM-TERM RECOVERY CHARGES

The parties agree that the amounts below protect the Company's legitimate commercial interests in recovering committed revenue, installation and activation expenditure, promotional support, allocated

network capacity and Equipment costs. They are intended as an agreed contractual recovery and not as punishment. No item may be recovered twice.

- 10.1** Remaining Commitment Charge: an amount equal to the Monthly Charge multiplied by the number of complete and partial billing months remaining in the Minimum Term, calculated from the effective termination date.
- 10.2** Installation Recovery: the difference between the Company's standard home installation price of one hundred and forty-five euro (€145) and any amount already paid by the Customer toward that installation. Where a different installation price is expressly stated in the Special Conditions, that stated price applies.
- 10.3** Promotion Recovery: the value of free months, monthly discounts, waived activation or relocation fees, bill credits, vouchers, gifts or other promotional benefits actually received by the Customer, to the extent not already included in the Installation Recovery.
- 10.4** Outstanding Charges: all unpaid Monthly Charges, usage charges, repair charges and other sums accrued up to the effective termination date.
- 10.5** Equipment Recovery: the charge permitted by clause 7.4 if Company Equipment is not returned or is damaged beyond fair wear and tear.
- 10.6** Recovery Costs: reasonable and documented third-party costs necessarily incurred to recover an overdue debt, but only to the extent permitted by applicable law.
- 10.7** Before collection, the Company shall provide an itemised final statement showing the formula, months remaining, credits already given, payments already made, Equipment status and any reduction applied.
- 10.8** If mandatory law limits any component, that component is reduced automatically to the maximum lawful amount without invalidating the remaining components.

11. CALCULATION AND FINAL STATEMENT

- 11.1** The Customer's Monthly Charge and Minimum Term are those stated in the Special Conditions. The Remaining Commitment Charge is calculated by multiplying that Monthly Charge by the number of complete and partial billing months remaining in the Minimum Term.
- 11.2** The standard home installation price is €145. Any installation contribution already paid by the Customer shall be credited against the Installation Recovery.
- 11.3** The final amount due is the total of the applicable components in clause 10, after deducting payments and credits already received and excluding any duplicated recovery.
- 11.4** The Company shall issue an itemised final statement. The Customer remains responsible for returning Company Equipment in accordance with clause 7.

12. TERMINATION BY THE COMPANY

- 12.1** The Company may terminate for material breach, including non-payment, unlawful use, interference with the network or Equipment, repeated obstruction of reasonable access, fraud or serious risk to network security.
- 12.2** Except where urgent action is reasonably required, the Company will give written notice describing the breach and a reasonable opportunity to remedy it.
- 12.3** Where termination results from the Customer's breach during the Minimum Term, clause 10 applies.

13. FAULTS, COMPLAINTS AND SERVICE REMEDIES

- 13.1** The Customer shall report faults promptly and cooperate with reasonable diagnostic and attendance arrangements.
- 13.2** A complaint must first be submitted to the Company at the contact details in clause 21. The Company will investigate and provide a written response within a reasonable period.
- 13.3** Nothing in the Agreement removes any mandatory right or remedy available to the Customer under applicable law.

14. ACCEPTABLE USE AND SECURITY

- 14.1** The Customer shall not use the Service unlawfully, resell it without written permission, interfere with networks, infringe rights, distribute malware or facilitate fraud, abuse or unauthorised access.
- 14.2** The Customer is responsible for securing passwords, devices and wireless access and for the use of the Service by persons given access through the Customer's premises or credentials.
- 14.3** The Company may take proportionate protective action, including temporary suspension, where reasonably necessary to protect users, networks, systems or legal compliance.

15. DATA PROTECTION AND CONFIDENTIALITY

- 15.1** The Company processes personal data in accordance with its Privacy Notice and any data-protection law applicable to the processing, including the UK GDPR or EU GDPR where either applies by virtue of territorial scope.
- 15.2** Personal data may be processed for service provision, installation, support, billing, fraud prevention, security, debt recovery, legal compliance and the establishment or defence of legal claims.
- 15.3** Marketing communications require any consent mandated by applicable law and may be declined without affecting the Service.

16. LIABILITY

- 16.1** Neither party excludes liability that cannot lawfully be excluded.
- 16.2** Subject to clause 16.1, the Company is not liable for indirect or consequential loss, loss of profit, loss of business, loss of data, third-party services, or failures outside its reasonable control.
- 16.3** For a consumer, this clause does not limit mandatory rights concerning services not performed with reasonable skill and care.
- 16.4** The Customer should maintain appropriate backups, surge protection and alternative communications for critical or emergency requirements.

17. EVENTS OUTSIDE REASONABLE CONTROL

- 17.1** Neither party is liable for delay or failure caused by events outside its reasonable control, including severe weather, fire, war, civil disturbance, industrial action, power failure, third-party network failure, access restrictions, governmental or military action, permit delays or damage to infrastructure.
- 17.2** The affected party shall use reasonable efforts to reduce the effect and resume performance.

18. CHANGES TO TERMS AND CHARGES

- 18.1** The Company may change the Agreement for a valid legal, regulatory, security, technical, operational or commercial reason.
- 18.2** Where a change materially disadvantages the Customer, the Company will give at least thirty (30) days' notice and explain any right to terminate without a Minimum-Term Recovery Charge where required by mandatory law.
- 18.3** A website publication alone will not be relied upon as proof that an existing Customer accepted a materially adverse change where individual notice or consent is required.

19. GOVERNING LAW AND JURISDICTION

- 19.1** For an Installation Address situated within the Sovereign Base Areas, the Agreement and any non-contractual obligation arising from it are governed by the laws in force in the Sovereign Base Areas of Akrotiri and Dhekelia. For BRS Nicosia, Troodos or any Covered Location outside sovereign SBA territory, the Agreement is governed by the law mandatorily applicable to that Installation Address. In every case, mandatory rules prevail over this clause.
- 19.2** The parties submit to the exclusive jurisdiction of the Competent Court for the Installation Address, except where mandatory law permits the Customer to bring proceedings elsewhere.
- 19.3** Before proceedings, the parties shall use reasonable efforts for thirty (30) days to resolve the dispute through the Company's written complaints process.

20. GENERAL PROVISIONS

- 20.1** The Customer may not transfer the Agreement without written consent. The Company may transfer it as part of a lawful business or network transfer, provided the Customer's material rights are not reduced.
- 20.2** If a term is invalid or unenforceable, it shall be reduced or severed to the minimum extent necessary and the remainder continues.
- 20.3** A delay in enforcing a right is not a waiver.
- 20.4** The Agreement constitutes the entire agreement concerning the Service, without excluding liability for fraud or misrepresentation that cannot lawfully be excluded.

21. NOTICES AND CONTACT DETAILS

- 21.1** Notices to the Company must be sent to: Kernel Consultants Ltd trading as Cosmos Wireless, Grigori Afxentiou 83, Paralimni 5288, Cyprus; email: info@cosmoswireless.com; telephone: +357 2325 0138.
- 21.2** Notices to the Customer may be sent to the latest postal address, email address or mobile number provided by the Customer.
- 21.3** A termination notice must identify the account, Installation Address, requested termination date and arrangements for return of Equipment.