

## **GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF CABLENET BUSINESS SERVICES**

This Agreement for the Provision of CableNet Business Services (the "Agreement") is made between **CableNet Communication Systems Ltd**, a company which holds a license under the Regulation of Electronic Communications and Postal Services Law of 2004, as amended, and whose registered Office is located at NIMELI Court, Block A, 2<sup>nd</sup> floor, 41-49 Ay. Nicolaou Street, 2408 Engomi, Nicosia, Cyprus (hereinafter referred to as "the Company") of the one part and the **Customer** (hereinafter referred to as "the Customer"), whose particulars appear in the Business Services Offering Agreement of the other part (the "the Company" and the "the Customer" shall also referred to herein collectively as "the Contracting Parties" and individually as "a Party"),

**WHEREBY IT IS AGREED** as follows:

### **1. TERMS**

IN THIS AGREEMENT, except where the context otherwise requires, the following terms shall have the following meaning:

**Initial Term:** Shall mean the fixed term from Service Activation Date as explained in clause 3.1 of this Agreement.

**Basic Service(s) Installation Charge:** Shall mean the initial rate for the installation of the Services incurred or to may be incurred based upon the Company's Service(s) price list. Unless otherwise specified in this Agreement, the Services are usually set up by aerial laying on.

**OCECPR:** Shall mean the Office of the Commissioner of Electronic Communications and Postal Regulation.

**General Terms and Conditions:** Shall mean these General Terms and Conditions for the Provision of CableNet Business Services.

**Network:** Shall mean the network of the Company, which is used by the Company for the provision of the services including any structure and any equipment, terminal points and cables which may be installed inside or outside the Customer's premises.

**Equipment:** Shall mean any equipment that the Company may supply to the Customer for the purpose of providing the Services.

**Supplementary Service(s) Installation Charge:** Shall mean any additional rate for the implementation of the Services' installation including, without limitation, the fibre-optic cable installation cost at the Customer's premises, expansion of the Company's fibre-optic network and underground installation of the Services, as set out under this Agreement, at the Company's absolute discretion, if, after following an on-the-spot inspection at the Premises, it appears that exceptional circumstances exist affecting the installation of the Service(s). The Supplementary Service(s) Installation Charge shall be agreed in advance with the Customer concerned on the terms laid down in the Business Services Offering Agreement.

**Service Activation Date:** Shall mean the date on which the Services are activated.

**Legislation:** Shall mean any law of the Republic of Cyprus in force from time to time and includes every regulation or other subsidiary legislation issued under its authority, including Decisions, Directions and Decrees of the OCECPR.

**Customer:** Shall mean any natural person or legal entity contracted with CableNet for the provision of the Services by signing the Offer.

**Offer:** Shall mean the Business Services Offering Agreement, including the Appendix A and any other additional document(s) that form(s) an integral part thereof, which is signed by both the Contracting Parties.

**Installation Point:** Shall mean the first point of supply of the Services installation at the Premises, unless the Company, at its absolute discretion, specifies in writing any other point as the installation point.

**Agreement:** Shall mean this Business Services Agreement, which is made between the Company and the (potential) Customer, which is made up of:

- (a) the Offer and;
- (b) the General Terms and Conditions, consisting of the paragraphs 1-16 and of the Appendices 1 - 4.

**Services:** Shall mean the electronic service or services which will be provided to the Customer hereunder as set out in the Agreement and referred to in the Offer.

**Premises:** Shall mean the office, house, apartment or any other premises where the Customer carries on his business, where the installation of the Services is made.

**Service(s) Customization Charge:** Shall mean the rate for the customization of the Services incurred or to may be incurred based upon the Company's Service(s) price list. The published price list may be publicly accessed via the Company's homepage.

## **2. SERVICES PROVIDED**

2.1 The Company agrees to provide the Services to the Customer and the Customer agrees to accept the provision of the Services by the Company, for the consideration provided in this Agreement and in accordance with its terms.

2.2 Additional services may be added only if this is agreed in writing by the Contracting Parties and subject to such additional or amended terms as may be so agreed, after the Parties have signed an additional Appendix to this Agreement.

2.3 The Company has the right not to connect the Customer to the Network and/or not to activate the Services, despite the signing of this Agreement, in the following cases:

- (a) in the event that, due to problematic infrastructure at the Premises, for which the owner has, under the Law, the right to direct control, the Company is not able to ensure the level of quality required for the provision of the Services or there is a risk that the Company's Network will suffer damages or problems and,
- (b) in the event that it considers that the Customer has failed to pay any accounts which have become due and payable to the Company, for which any complaint has not been presented to the Company for calling them into question.

In such a case, the Company shall promptly inform the Customer and this Agreement shall be terminated automatically, without the Customer having any claim except for the return of any guarantee in accordance with the provisions of this Agreement.

## **3. TERM OF THE AGREEMENT**

3.1 This Agreement shall come into force as soon as the Offer is signed by both the Contracting Parties and, unless otherwise provided in the Offer, it will remain in force for a term ("Initial Term") of twelve (12) months from the Service Activation Date and, upon the expiry of the said term, it will be

automatically renewed from year to year, unless either of the Contracting Parties notifies the other in writing, at least two (2) months before the expiry of this Agreement, of its intention not to renew it.

3.2 In case of premature termination of the Agreement by the Customer:

(a) If such termination occurs prior to the activation of the Services, the Customer will be required to pay to the Company all the actual costs incurred or to may be incurred in respect of this cancellation, plus an extra amount equal to the Administrative Cancellation Fee under the Company's price list. Regardless of any discounts given to the Customer by the Company, the overall amount of the rates charged to him/her shall not exceed the entire Basic Service(s) Installation Charge and any Charge for Supplementary Service(s) Installation as well, provided that the Customer has been appropriately informed before accepting them. Furthermore, the overall amount of the rates charged to the Customer shall, also, not exceed the Service(s) Customization Charge under the Company's price list, regardless of any discounts given to the Customer by the Company.

(b) If such termination occurs after the activation of the Services, the Customer will be required to pay to the Company the amounts due from the agreed services provided, and any possible remaining rates of the Basic Service(s) Installation Charge as well, and any Charge for Supplementary Service(s) Installation, provided that the Customer has been appropriately informed before accepting them and, also, the Service(s) Customization Charge based upon the Company's price list, plus an extra amount equal to the Administrative Cancellation Fee under the Company's price list. The maximum amount of the Supplementary Service(s) Installation Charge required to be paid by the Customer shall not exceed in any case the remaining amount arising from the recurring charges that would have been due and payable if the Agreement was not prematurely terminated, plus an extra amount equal to the Administrative Cancellation Fee.

#### **4. FEES, CHARGES AND METHOD OF PAYMENT**

4.1 In consideration for the Services provided, the Customer shall pay the Company the fees and other charges specified in the Offer.

4.2 The Company will commence charging the Customer from the Service(s) Activation Date. The invoices will be issued on a monthly basis and will be payable on or before the payment date specified thereon. The invoices

may be sent electronically, but, if the Customer so requests, they must be posted together with the receipt.

4.3 The monthly subscription will be payable in advance. The Charges, namely, the Basic Service(s) Installation Charge, the Service(s) Customization Charge, the Charge for Supplementary Service(s) Installation, repairs and any other fees and charges payable under this Agreement will be charged in the monthly invoice which is issued after they are effected and/or rendered.

4.4 In the event of delay in the payment of any amount invoiced, the amount delayed shall bear interest at a rate equal to the base rate of the Central Bank of Cyprus plus 1,5 % per annum from the date it was payable, until its full settlement without prejudice to the Company's right to suspend (deactivate) or temporarily disconnect or terminate the Services and/or to terminate this Agreement.

4.5 The Company may request the payment of a deposit, either at the time of signing this Agreement or at any time thereafter, as a guarantee for the execution of the terms of this Agreement by the Customer. Such deposit will be refunded upon the expiry of this Agreement without interest, if the Customer has duly performed all his obligations hereunder.

4.6 The Company may, also, either at the time of the signing the Agreement or during the period of its validity, request the Customer to execute a direct debit or to provide a monetary or any other guarantee and/or to satisfy any other conditions imposed regarding the securing of any payments and/or other obligations of the Customer under this Agreement, which may include, but are not limited to, a mandatory payment method or credit limit.

4.7 The Company may set a credit limit, which will be agreed in advance and accepted by the Customer, for the telephone calls to be made or for any other service amenable to such a limit. When this limit is reached, the Company will be entitled to issue a relevant invoice and to temporarily suspend the provision of the relevant Services until the invoice is settled.

## **5. COMPANY'S OBLIGATIONS**

5.1 The Company shall comply with the quality standards, specifications and/or functions which are required under its license and/or the decisions, directives and other acts of OCECPR or any other provisions of the relevant laws and/or regulations, to the extent that they are applicable to the Services.

5.2 The Company will take all reasonable necessary steps to maintain the continuity and quality of the Services and to repair any damage and/or

malfunction of the Services caused by the Network or the Equipment. The Company shall not be liable for repairing of any damage and/or malfunction which is caused by circumstances beyond its control. However, the Company shall take all reasonable necessary steps to restore any damage and/or malfunction of the Services caused by possible limitation, failure and/or malfunction that occurs in relation to the networks of other providers, which are used (by the Company), or under the provision of wholesale services given to the Company by another provider. Furthermore, the Company shall assume no responsibility for any damage and/or malfunction whatsoever that occurs in relation to the networks and/or provision of Services directly linked to the Customer from other providers, and/or to the equipment of the Customer or to any acts or omissions of the Customer.

5.3 Subject to any obligation deriving from Legislation, the Company does not guarantee that the Services will be uninterrupted, on time, secure and/or without any problems. In the event of interruption or deterioration of the quality of the Services or disturbance of the Services for any reason, it is agreed that the Company's responsibility shall be limited to exercising reasonable efforts to restore the Services and/or their quality as soon as possible.

5.4 The Company may reasonably interrupt the provision of the Services for the purpose of carrying out maintenance or repair work or for any other purpose connected with the provision of its services without affecting the Customer's obligation to pay the agreed fees and charges. The Company shall, whenever practically possible, give prior notice to the Customer of its intention to interrupt the Services.

5.5 Where applicable, referring specifically to hosting services (Private Server Physical Collocation Service(s), Virtual Server Hosting Service(s)), the Company will provide the Customer with the required equipment space or virtual hosting services in a properly environment with controlled access for operation, on a shared, no-wall basis, and in a shared common space, including fire suppression and air-conditioning system that must be able to maintain the appropriate operating temperature.

## **6. CUSTOMER'S OBLIGATIONS**

6.1 The Customer warrants the truth and accuracy of the information which he has provided to the Company at any time as per Offer.

6.2 The Customer is obliged use the Services in accordance with the Legislation in force from time to time and in accordance with good faith and fair dealing and is prohibited from using the Service(s) in a way that causes problems or obstacles to the provision of the services by the Company to other persons.

6.3 The Customer is obliged to permit duly authorized persons of the Company to enter the Premises and to allow them access to the electricity and telecommunications network, which is installed there, for the purposes of connecting the Service(s), maintaining or repairing the Network or of performing any other acts related to the execution of this Agreement. The Customer must secure in time any third party consent which is required for the above said access and/or for the execution of the above mentioned works and/or other acts.

6.4 The Customer is liable, and the Company bears no responsibility, for the proper functioning of the internal network of the Premises after the Installation Point.

6.5 The Services will be connected and the equipment will be installed at the Installation Point. It is the obligation of the Customer to provide appropriate space for the connection and to ensure its safety, as well as to prepare the relevant space and to install the necessary infrastructure. Without prejudice to the generality of the above, the Customer is obliged to provide up to 2U Rack Space within the Customer's working Rack at the Premises for the installation of the Company's terminal equipment, whenever this is required, and also to provide a clean route access into the Premises or into the building in which the Premises are situated, to enable the Company to deliver the coaxial cable, CAT6 and/or the fibre-optic cable at the installation point (where applicable).

6.6 The Customer is not entitled to interfere or allow or tolerate the interference in any manner with the Network or Equipment, except as expressly provided in this Agreement.

6.7 The Customer shall immediately notify the Company in the event that he/she ceases to be in possession of the Premises.

6.8 The Customer shall immediately inform the Company as soon as he/she becomes aware of any disruption or failure or malfunctioning of the Services, by calling the assigned technical support number included in the Service Commencement Notice, which is sent after the successful installation of the Services.



6.9 The Services are provided strictly and solely for private use by the Customer and they shall be used only by the Customer or by persons employed by the Customer in the Premises for the purposes of the Customer's Business. The direct or indirect supply or resale of services to third parties is strictly forbidden.

6.10 The Customer shall indemnify the Company for any amount of money, including, without limitation, any legal fees for contesting any claim or otherwise, which the Company may be obliged to pay to any person as a result of any act or omission of the Customer relating to or arising from the execution of this Agreement.

6.11 Where applicable, referring specifically to the Private Server Physical Collocation Service(s), the following supplementary terms and conditions shall apply:

(a) The Customer agrees and undertakes that all activities, including installation, operation, maintenance and repairs of his equipment will be performed by the Customer and/or by the persons he has duly authorized in a neat, responsible, safe and professional manner, using the generally accepted industry principles and in compliance with such reasonable requirements that may be imposed by the Company. In the event of any interference caused to existing equipment by the Customer's equipment, the Customer agrees and undertakes to deactivate its equipment promptly and resolve the interference problem before returning such equipment into service.

(b) The Customer expressly declares that he has inspected the equipment space, the cable routes within the building and the Company's Data Center and accepts them "as is" and agrees that the Company is under no obligation to perform any additional work, or to provide any additional services or materials.

(c) Upon the expiration or earlier termination of this Agreement, the Customer shall remove its equipment and personal property from the Company's Data Center. Any property, not so removed within thirty (30) days, may, at the Company's choice, (i) be removed and stored or disposed of by the Company at Customer's expense; or (ii) become the property of the Company without compensation to Customer.

(d) The Customer shall comply with the Company's Private Server Collocation Service(s) rules and regulations when accessing the Company's Data Center and with the General Terms and Conditions on the Provision of the Private Server Collocation Services of the Company and with any other special terms that are included in the Offer for this purpose. A copy of the said



Collocation Rules and Regulations and of the General Terms and Conditions on the Provision of the Private Server Collocation Services of the Company is attached hereto as an Addendum No 1 and 2 respectively.

6.12 Where applicable, referring specifically to the Virtual Server Hosting Service, the Customer shall comply with the Virtual Server Hosting Service(s) rules and regulations and with the General Terms and Conditions on the Provision of the Virtual Server Hosting Services of the Company with any other special terms that are included in the Offer for this purpose. A copy of the said Collocation Rules and Regulations and of the General Terms and Conditions on the Provision of the Virtual Server Hosting Services of the Company is attached hereto as an Addendum No 3 and 4 respectively.

## **7. EQUIPMENT**

7.1 The Company is the owner of the Equipment and shall continue to be so after its installation. At the time of signing this Agreement, or at a later stage, the Company will deliver to the Customer the Equipment and, for the duration of this Agreement, the Company shall give the right to the Customer to use the Equipment. The Customer shall be obliged to give to the Company access to the Equipment for any purpose related to the execution of this Agreement.

7.2 The Customer shall be liable for any damage, destruction or loss of the Equipment, even if it is due to causes outside the Customer's control. The Customer shall not be liable for fair wear and tear or defective Equipment or for damage, destruction or loss which is due to any act or omission of employees or representatives of the Company.

7.3 For the entire duration of this Agreement, the Customer is obliged:

(a) To use the Equipment only at the Installation Point and/or Premises.

(b) Not to interfere with the Equipment, including repairs, alterations or additions thereto and also not to allow or tolerate any such interference by any other person who is not an employee of the Company or a technician duly authorized by the Company.

(c) To keep the Equipment at an appropriately air-conditioned place at the Installation Point.

(d) To immediately inform the Company in case of damage, destruction or loss of the Equipment by calling the designated technical support number

found in the Service Commencement Notice that is sent after the successful installation of the Services.

7.4 In the event of expiration or premature termination of the Agreement for any reason, the Customer shall immediately return the Equipment to the Company in the same good condition as he had received it, except fair wear and tear or damage for which he is not responsible, as mentioned above.

## **8. CONFIDENTIALITY OF COMMUNICATIONS – PERSONAL DATA PROTECTION**

8.1 The Company will take the appropriate technical and organizational measures required by the Legislation to ensure the confidentiality of any communication which is made through the Network and the Services and also of the related traffic data. The Company will not intervene and/or will not allow the intervention on the Customer's communications and the related traffic data without the consent of the Customer and of other relevant users, except in the circumstances provided by the Legislation and with the permission and/or Order of the Court, where this is required.

8.2 The Customer declares that he/she is aware that the Company maintains a record of personal data and he/she expressly consents to the processing of personal data concerning himself/herself, for purposes relevant to or concerning the execution of this Agreement and the provision of the Services, or any other legitimate purposes according to the Processing of Personal Data (Protection of Individuals) Law of 2001, where applicable.

8.3 The Customer expressly consents that personal data concerning himself/herself, including, without limitation, traffic data, billing data and any other data related to the use of the Services, which is collected or held by the Company, shall be held and used by the Company for its smooth operation and for the carrying out of its activities and duties as a Provider of electronic communications. The Company undertakes to hold and process such data subject to the provisions of the Legislation and to the provisions of this Agreement.

8.4 The Customer expressly consents that, in the course of the interconnection of the Network with the telecommunication networks of Other Providers for the provision of interconnection services, personal data concerning the Customer shall be transmitted to the said Providers for the sole purpose of costing the provided services, even if its concealment has been requested.

8.5 The Customer consents to the Company checking the Customer's credit status with any credit rating agency, from time to time, and to pass on credit information concerning the Customer to any credit reference agency at any time, at the Company's absolute discretion. If the Customer is not satisfied with the information which the Company receives about him/her from any credit reference agency, the Company shall bear no responsibility and the Customer shall need to deal directly with the credit rating agency.

8.6 The Customer agrees and expressly consents to the Company including him/her, at its sole and absolute discretion, in the database of any credit rating company or of a company with similar objects, if he/she does not fulfill his/her financial obligations towards the Company under this Agreement.

## **9. FORCE MAJEURE**

9.1 The Company assumes no responsibility for any failure or delay in performing its obligations under the terms of this Agreement or with any one of them, when this is due to causes beyond its reasonable control, including, without limitation, force majeure, weather conditions, wars, strikes, accidents, terrorist acts, sabotage, cyber attacks, cable cuts, governmental prohibitions, actions either of the Republic of Cyprus, of the European Community or other Authorities, embargo, change, disruption or damage to the public fixed telecommunications network or to the telecommunications networks of third parties, court decisions, and, in general, any other reasons for which the Company shall not be held liable.

## **10. AMENDMENT OF THE TERMS OF THIS AGREEMENT**

10.1 The Company may amend, substitute or repeal the terms of this Agreement or add new terms, (hereinafter for the purposes of this clause referred to as "amend") after giving at least one (1) month's notice in writing to the Customer concerning the proposed change of the terms of the Agreement. Similarly, the Company is also obliged to give at least one (1) month's notice in writing to the Customer concerning on his/her right to terminate the Agreement without any penalties to be imposed if he/she does not accept the amendment. Provided that the Company may amend this Agreement unilaterally, with immediate effect, where this is necessary for the purpose of compliance with Legislation and/or for any force majeure reasons.

10.2 Without prejudice to the provision of paragraph 10.1 above relating to the amendment of the contractual terms, the Company shall notify the

Customer, subject to the Article 14.1 below, at least one (1) month before the date of implementation of any proposed amendment and/or substitution and/or repeal of the terms of this Agreement and/or any addition of new terms (hereinafter for the purposes of this clause referred to as "amendment") regarding the proposed amendment. In addition, the Company shall, also, inform the Customer of his/her right to terminate this Agreement, without incurring any penalties (if he/she does not accept the amendment). The Customer shall reserve for having exercised his/her particular right of termination of the contract without discrimination within the period of one (1) month from the time of notification.

## **11. LIMITATION OF LIABILITY**

11.1 The Company has not made, nor is it implied that it has made, any representations and has not given any guarantees of quality, including, without limitation, speed or continuity, merchantability, suitability for a particular purpose, or otherwise in relation to the Services or in relation to any other service, except to the degree expressly provided in this Agreement.

11.2 The Company shall bear no responsibility for any personal injury, damage to property, loss of profit or for any other direct or indirect damage(s) that may be suffered by the Customer or any third person as a result of and/or in connection with the interruption or suspension of the Services or the deterioration of the quality or the malfunctioning of the Services or the Equipment. However, the Company shall be held liable for personal injury or damage to property only in the event that it is caused by the gross negligence or willful act or misconduct of the Company.

11.3 The Company shall bear no responsibility for any personal injury, damage to property, loss of profit or for any other direct or indirect damage(s) that may be suffered by the Customer or any third person as a result of and/or in connection with the negligent or improper performance thereof or omission to execute any term of this Agreement or any act or omission of the Company or its servants or agents which constitutes a breach of contract and/or a tort and/or a contravention of the Legislation. However, the Company shall be liable for personal injury or damage(s) to property only in the event that it is caused by the gross negligence or willful act or misconduct of the Company.

11.4 The Customer is fully and solely responsible for the setting up, operation, safety and security of his/her systems and/or Equipment, and/or Services and shall, thus, be fully responsible and liable for the payment of any charges on the invoice or in the account, including all charges for phone calls

and services have been made, even if this results in call frauds, breach, hacking or unauthorized use of the Customer's systems and/or Equipment and/or services.

11.5 Neither Party shall be liable, under any circumstances, for indirect or consequential damages, losses or faults of any nature whatsoever including, without limitation, loss of profits or clientele, arising from violation of the Agreement or establishing liability arising out of a tort.

11.6 Without prejudice to any applicable exemption of liability, excluding the provisions laid down in paragraph 6.10 and notwithstanding any other provision of this Agreement, the total maximum liability of the Contracting Parties hereto for breach of any of the provisions of this Agreement and/or in tort relating to or resulting from the execution of this Agreement and/or for a contravention of the Legislation, shall be limited to the amount of the annual subscription fee for the provided Services, plus an extra amount equal to the charges referred to the paragraph 3.2 (b) hereinabove, for any occurrence or series of occurrences arising out within the term of this Agreement.

In the event of premature termination of this Agreement by the Customer, the Customer shall be obliged to pay the Company the agreed charges specified by paragraph 3.2 hereinabove.

## **12. TERMINATION - SUSPENSION / TEMPORARY DISCONNECTION OF SERVICES**

12.1 This Agreement shall be terminated with two (2) month notice, in the event that the Company terminates, for any reasonable and justified reason, the provision of the Services or any of the services, which constitute the subject matter of this Agreement.

12.2 In the event of breach of any term of this Agreement, including cases of refusal, omission or delay of the payment of any amount due by the Customer for a period of thirty (30) days from the date it had become payable, the innocent Contracting Party will have the right to terminate this Agreement by notifying the guilty Contracting Party in writing, setting a deadline of thirty (30) days for compliance. The guilty Contracting Party must cease the breach of the term, rectify the consequences of its actions and comply immediately with its obligations within the set deadline and inform accordingly the innocent contracting Party in writing. If the guilty contracting Party does not perform all the actions mentioned above, this Agreement will be automatically terminated upon the expiry of the deadline without any further notice being required. In

the event of repetition of the breach of the term of this Agreement for which a notice had been already given by the same Contracting Party, the innocent Contracting Party may give to the guilty contracting Party written notice of termination with immediate effect, and, provided that the Company is the innocent contracting Party, the Customer shall be requested to compensate the Company any delayed debts suffered pursuant to Article 3.2 (b) hereinabove.

12.3 In the event that the Customer ceases to be in possession of the Premises for any reason, this Agreement will be automatically terminated, without prejudice to the right of the Company to claim any amounts which have become due and payable to the Company for early termination of this Agreement by the Customer.

12.4 The Company may, after giving at least thirty (30) days' notice in writing, suspend or temporarily disconnect the Services provided to the Customer, in the event of breach by him/her of any term of this Agreement, without prejudice to its right to terminate this Agreement and/or to claim damages and without prejudice to any other legal rights it may have. In the event of unauthorized use by the Customer or in any case where the Services provided to the Customer might be a threat to the security, functionality and integrity of the Network, the Company shall be entitled to immediately suspend or temporarily disconnect the Services at any time without prior notice.

12.5 After the expiry of the Initial Term of this Agreement, either of the contracting Parties may terminate this Agreement at any time by giving at least three (3) months' notice in writing to the other Party.

### **13. ASSIGNMENT OF RIGHTS**

13.1 Neither contracting Party shall assign, transfer, sub-contract or in any other manner make over to any third Party the benefit and/or burden of this Agreement without the prior written consent of the other Party.

13.2 By derogation from the provisions laid down in paragraph 13.1 hereinabove, the Company shall be entitled, without the prior written consent of the Customer, to assign, transfer or in any manner make over the benefit and/or burden of this Agreement to any other subsidiary or parent company or to any other related or affiliated company to which it may transfer its assets and undertaking.

#### **14. NOTIFICATIONS**

14.1 Every notification by the Company must be sent to the Customer to the last known address or email address or fax number which the Customer has given or indicated in writing to the Company depending on how the Customer has stated in writing the notification to be sent.

14.2 Except where otherwise provided by this Agreement, every notification by the Customer to the Company shall be given in writing and shall bear the signature of the Customer or of a person who has authority, under the Legislation, to bind the Customer or who has been duly authorized by the Customer to send such a notification and shall be sent to the Company by post or by e-mail or fax.

#### **15. MISCELLANEOUS PROVISIONS**

15.1 In the event that any provision of this Agreement is considered as null and void or illegal, the remainder of the Agreement shall remain in force and the Contracting Parties will use all efforts in order to substitute the said provision with a new valid provision of a similar content, as far as possible, so that the initial meaning of the term which is being substituted shall remain as close as possible to the initial intention of the Contracting Parties.

15.2 In the event of failure by either Contracting Party to timely exercise any of its rights or remedies arising under any term of this Agreement, either by choice or for any other reason, the affected Party reserves the right to exercise any such rights or remedies at any later stage. Also, any failure to exercise such rights or remedies in any particular case, either by choice or for any other reason, does not mean that the affected Party will act in the same manner in future and does not waive in any way the said right or remedy.

15.3 In the event of any conflict or inconsistency between the terms of this Offer and of the General Terms and Conditions of this Agreement, the Offer shall prevail.

15.4 Where appropriate, references to the word "person" in this Agreement shall be construed as referring to both natural and legal persons and words used in the masculine gender shall be construed as including the feminine gender.



**16. GOVERNING LAW AND CONSENT TO JURISDICTION**

16.1 This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the Republic of Cyprus, without regard to its conflict of laws principles and the contracting Parties hereby expressly consent to the exclusive jurisdiction of Cypriot courts with respect to any dispute, controversy or other matter relating to or arising out of this Agreement.