

## **GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF ELECTRONIC COMMUNICATIONS SERVICES**

These General Terms and Conditions, read together with the contract executed by the undersigned (hereinafter the “Subscriber”) and the General Terms and Conditions governing the Provision of Broadband Access and Telephone Line Services, shall constitute a single, unified, and binding agreement (hereinafter the “Agreement”). Pursuant to this Agreement, the company “Ellinika Diktya Kalodion E.P.E.”, operating under the distinctive trade name “HCN”, having its registered seat in Kalamaria, Thessaloniki, at 90–92 I. Passalidi Street (Tax ID: 800320403, competent Tax Office: Kalamaria, General Commercial Registry (GEMI) No.: 115814704000) (hereinafter the “Company”), hereby undertakes to provide the Subscriber with broadband Internet access services (hereinafter the ‘Services’), subject to the company’s acceptance of the Subscriber’s application and in accordance with the Price List as may be in force.

### **DEFINITIONS:**

**License:** The General Authorization for the provision of Electronic Communications Services and activities granted to and held by the Company by the Hellenic Telecommunications and Post Commission (EETT), under registration number 11-170.

**Application:** The application for the provision of Services, duly completed and submitted by the Customer or by a duly authorized representative acting on its behalf, together with all supporting documentation and any additional documents as may be required by the Company.

**EETT:** The Hellenic Telecommunications and Post Commission.

**Equipment:** Equipment installed at the Subscriber’s premises which complies with the applicable legislative and regulatory framework, is of an approved type, and is suitable and fully compatible for access to the Services.

**Subscriber or Customer:** The natural or legal person to whom the Services are provided by “HCN”, following acceptance of the relevant contract and subject to the terms and conditions set forth in the Agreement.

**User:** Any third-party natural or legal person making use of the Services.

**Fixed Location:** The physical point at which the Subscriber’s broadband connection is installed, where the telecommunications terminal equipment necessary for access to the Services is installed and activated.

**Agreement:** These General Terms and Conditions together with any annexes or appendices hereto.

**System:** The Electronic Communications Services provision system installed, maintained, and operated by the Company in accordance with the License.

**Telecommunications Network:** The telecommunications network and associated infrastructure utilized for the provision of Electronic Communications Services, which may comprise infrastructure owned by the Company and/or infrastructure of affiliated, cooperating, or third-party providers.

**HCN Telecommunications Connection:** The connection of the Subscriber to the telecommunications network utilized for the provision of Electronic Communications Services, which may be provided via infrastructure owned by the Company or via infrastructure of affiliated or third-party providers.

**Price List:** The tariff(s) applicable to the Electronic Communications Services provided through the System, the Company's products, or other services associated therewith, as issued, determined, and amended from time to time by the Company, in accordance with its right to establish, impose, and modify charges applicable to all services provided through the System and to the Company's products. The applicable Price List is attached hereto and shall constitute an integral and inseparable part of this Agreement. All additional charges shall be published on the Company's website at [www.hcn.gr](http://www.hcn.gr).

#### **1. Application – Verification –Activation of Services**

This Agreement shall govern the contractual relationship between the Company and the Subscriber with respect to the provision of Electronic Communications Services, in accordance with these Terms and Conditions, the duly executed contract, and the applicable legislative and regulatory framework in force from time to time. The applicable Price List of "HCN" shall constitute an integral and inseparable part of this Agreement and shall be made available at the Company's customer service points, via telephone at +30 2313 250 000, as well as on the Company's official website ([www.hcn.gr](http://www.hcn.gr)). In the course of examining the Application, the Company may request any and all necessary supporting documentation for the purpose of verifying the identity, residential address, and/or Tax Identification Number (TIN) of the prospective Subscriber and may conduct an assessment of the applicant's creditworthiness based on lawfully maintained data. The Company reserves the right to withhold the entry into force of the Agreement in the event that the Applicant is deemed not creditworthy, has outstanding or overdue obligations towards the Company, or where any other reasonable cause exists, in which case the prospective Subscriber shall be duly notified. The Customer shall submit all required supporting documentation and shall duly execute any necessary documents and/or authorizations in favor of the Company, in accordance with the applicable legislative and regulatory framework, as a prerequisite for the activation of the Electronic Communications Services. Following submission of the Application and completion of the availability assessment, the Company shall inform the prospective Customer, either by telephone or by electronic mail, of the estimated timeframe for the implementation of the connection. The installation

of fiber optic network infrastructure constitutes an independent infrastructure extending to the Customer's premises and may require the issuance of excavation permits by the competent authorities of the relevant municipality. At the stage of expression of interest or submission of an Application, "HCN" shall not be bound as to the timing of submission of any request for excavation permits, nor as to the timeframe for the implementation of the connection to the respective building.

## **2. Service Provision Requirements**

2.1 The provision of the Services is conditional upon the availability of fiber optic network infrastructure at the Subscriber's Fixed Location, as well as the technical feasibility of installing and activating the connection. The Services may be provided through infrastructure owned and operated by the Company or through infrastructure of affiliated electronic communications providers.

2.2 The fulfillment of the Subscriber's request shall take place only where it is technically feasible. Any technical inability to activate or provide the Services may be identified at any stage, including during the scheduled installation appointment.

2.3 The activation of a new fiber optic connection on the Company's privately owned network shall, as a general rule, be completed within fifteen (15) working days with respect to the internet access services. Where the Agreement also includes fixed telephony services, such services shall be activated within two (2) working days following the completion of the Internet connection. Where the Services are provided through the network of an affiliated provider, activation shall be completed within fifteen (15) working days, provided that a floor box is already installed in the building or within thirty (30) working days where additional technical infrastructure works are required. The above timeframes depend on the procedures and implementation schedules of the affiliated provider and are subject to compliance with the applicable Service Level Agreements (SLAs).

2.4 Where the Customer requests immediate activation of the Services prior to the expiry of fourteen (14) days from the conclusion of the Agreement, the Customer shall be deemed to have expressly waived the right of withdrawal. The right of withdrawal applies exclusively to contracts concluded at a distance (by telephone or electronic means).

2.5 The Customer may permit the use of the Electronic Communications Services by third-party users. In all cases, the Customer shall remain solely and fully liable to the Company for any use of the connection and for the payment of all applicable charges. The Company shall bear no liability for any disputes between the Customer and third-party Users, nor for any use of the connection carried out by such Users.

2.6 The Customer shall select one of the Company's available products, which may include or combine broadband internet access services, fixed telephony services, and/or access to audiovisual content or image services provided by third parties. Detailed information regarding the products, their technical specifications, and the applicable charges is made available through the Company's customer service department, at the Company's points of sale, on the Company's official website, and through the relevant informational materials.

### **3. Obligations of the Company – Limitation and Exclusion of Liability**

3.1. Subject to any limitations or exclusions of liability provided for under this Agreement, the Company shall use reasonable efforts to ensure the proper and uninterrupted operation of the Telecommunications Network and the adequate provision of Electronic Communications Services. The Company shall implement appropriate technical and organizational measures to safeguard the security, integrity, and continuous operation of the network under its control, in accordance with the applicable legislative framework and the regulatory decisions of the Hellenic Telecommunications and Post Commission (EETT). The Company reserves the right to temporarily suspend the provision of the Services for reasons of maintenance, upgrade, or technical management of the network, informing Customers thereof where technically feasible.

3.2. The Company shall not be liable for the quality, adequacy, security, or operation of telecommunications networks operated by third-party providers, nor for the quality of services or communications that depend on networks beyond its control. The same shall apply to internet access services, electronic mail services, or audiovisual content services affected by third-party infrastructure.

3.3 In the event of any fault or malfunction affecting the provided equipment, the Company shall, within a reasonable time, repair or replace such equipment at no cost to the Customer, provided that such fault is not resulting from improper use or any act or omission of the Customer.

3.4 The Company shall review and process Customer requests and complaints relating to the installation, activation, operation, billing, and fault restoration of the Services through its Customer Service Department, either by telephone at +30 2313 250 000 or via electronic mail at [complaints@hcn.gr](mailto:complaints@hcn.gr) (or [office@hcn.gr](mailto:office@hcn.gr)), and shall use reasonable efforts to resolve them. The Company shall bear no liability for any delays caused by the actions or involvement of third parties.

3.5 In the event that a telecommunications connection is activated without a request for number portability, the calling number shall be assigned by the Company. Any modification, addition, or transfer of a number may be carried out

upon request of the Customer and may be subject to charges in accordance with the applicable Price List in force at the relevant time.

3.6 The Company reserves the right to require the Customer to provide a security deposit as a condition for the activation of the connection, or to impose a reconnection fee in the event of suspension of the Services resulting from the Customer's acts or omissions.

3.7 Connection Speeds: The Company provides internet access services via a fiber-to-the-home (FTTH) network. In the case of a wired connection established via an Ethernet cable between the Customer's equipment and the provided modem/router, the actual speed may approximate the nominal speed of the subscribed plan, subject to the capabilities of the equipment and prevailing technical conditions. In the case of a wireless connection (Wi-Fi), connection speeds may vary due to factors including but not limited to, the distance from the access point, the presence of physical obstructions, interference from other wireless networks, or limitations of the Customer's equipment. Actual speeds may also be affected by the concurrent use of the available bandwidth by multiple devices connected to the same network.

3.8 The Company shall keep the Customer duly informed regarding the progress of the activation of the connection, as well as the principal terms governing the use of the Services, their technical characteristics, applicable charges, quality of service, and coverage area.

3.9 In cases involving the construction or full renovation of buildings, the Company may, following a technical assessment, provide fiber optic cabling for the establishment of network infrastructure within the building. Responsibility for the proper installation and physical protection of such cabling shall rest with the installer undertaking the installation. Any cables supplied by the Company are intended exclusively for use within its network.

#### **4. CUSTOMER OBLIGATIONS**

4.1 The Customer shall bear sole and exclusive responsibility for the proper completion, accuracy, and completeness of the information set out in the Application and in all other documents required for the activation of the Services.

4.2 The Customer shall notify the Company in writing, within five (5) working days, of any change to the information declared in the Application or otherwise communicated to the Company (e.g., address, contact details, etc.), by electronic mail to [office@hcn.gr](mailto:office@hcn.gr). In the event of failure to provide such notification, any communication or service of notice shall be deemed duly made at the declared address. The Company shall use the Greek language in the provision of any service to the Customer and in all forms of communication

therewith. Any notification by the Customer to the Company shall be valid only if made in writing, duly signed, and sent by post or by any other lawful means, provided that both the dispatch and the date thereof can be proven by any lawful means. Electronic mail (e-mail) messages bearing a valid electronic signature shall constitute a valid and binding declaration of intent.

4.3 In the case of a new Application for the provision of Electronic Communications Services, the Customer shall be obliged to collect the necessary Equipment from the Company's stores or through any other appropriate means agreed between the parties (e.g., delivery by a technical team). The Customer shall receive an electronic equipment delivery note. The Equipment shall remain the property of the Company throughout the duration of the Agreement and shall be returned thereto upon termination or cancellation thereof for any reason whatsoever.

4.4 The Customer shall, upon prior arrangement with the Company, permit access to its authorized representatives to the premises where the connection is installed, for the purpose of carrying out installation, maintenance, or repair works on the telecommunications network. The Customer shall be responsible for securing any necessary permits or consents from third parties for the execution of the aforementioned works. The Services are provided exclusively for use by the Subscriber at the installation location specified in the Agreement. The Subscriber shall not resell, lease, assign, make available, or otherwise commercially exploit the provided connection or the Company's Services to third parties without the Company's prior written consent.

4.5 The Customer shall be responsible for the proper operation of its internal network, namely the section of cabling extending from the entry point of the connection to the location where the Equipment is installed. The restoration of any faults within this section shall be borne exclusively by the Customer.

4.6 The Customer shall use the Electronic Communications Services and the Equipment in accordance with the applicable legislation, the terms of this Agreement, and the instructions of the Company. Any interference with, alteration of, or unauthorized modification to the telecommunications network or the Equipment is strictly prohibited.

4.7 In the event of any breach of the terms of this Agreement or misuse of the Services, the Company may, following prior notice to the Customer, proceed with the temporary or permanent suspension of the Services and may seek compensation for any damage or loss incurred.

4.8 The Customer shall ensure that it remains duly informed of the Company's applicable policies, pricing, and instructions concerning the protection of the confidentiality of communications, through the Company's website or its customer service points.

4.9 By initiating a conversation with HCN's Digital Assistant, the Customer accepts the platform's [terms of use](#).

4.10 The Customer shall inform the Company of the existence of any equipment (e.g., alarm systems, fax machines, POS terminals) connected to the telephone line, as the Company shall bear no liability in the event of any incompatibility of such equipment with the Services provided.

## **5. SPECIFIC CUSTOMER OBLIGATIONS FOR INTERNET AND TELEPHONY SERVICES**

5.1 The Customer shall receive internet and/or telephony services in accordance with the plan selected in the Application and the Agreement, exclusively through the Company's Telecommunications Connection. For the provision of the Services, the Company shall make available to the Customer the necessary Equipment.

5.2 The Customer, in cooperation with the Company's technician or an authorized contractor thereof, shall determine the installation point of the Equipment, in accordance with the technical instructions provided by the technician for the proper installation and operation of the Services.

5.3 The username and password provided to the Customer are intended solely for personal use. The Customer shall take all necessary measures to safeguard such access credentials and to prevent their disclosure or use by third parties. In the event of loss or unauthorized use of such credentials, the Customer shall promptly notify the Company.

5.4 In the event that equipment other than that provided or recommended by the Company is used, the Company shall bear no liability for any issues relating to compatibility, installation, operation, or the rectification of faults arising therefrom. For the purposes of technical support, fault diagnosis, and ensuring the proper functioning of the Services, the Company may carry out technical inspections or obtain remote access to the telecommunications equipment it provides to the Subscriber, strictly to the extent necessary for the operation, maintenance, or restoration of the Services and in compliance with the applicable legislation governing the confidentiality of communications and the protection of personal data.

5.5 Any misuse of the Electronic Communications Services is strictly prohibited. Misuse shall include, without limitation, unauthorized access to systems or accounts of other users, the transmission of unsolicited bulk messages (spamming), interference with the operation of networks or services, as well as the commission of unlawful acts or the dissemination of unlawful content.

5.6 The Customer shall use the Equipment in accordance with the instructions of the Company and the manufacturer and shall not permit the use of the

Services for unlawful or immoral purposes. The resale or any form of commercial exploitation of the Services is prohibited without the prior written consent of the Company.

5.7 The Customer shall bear sole responsibility for accessing adult content and/or adult services and shall take all appropriate measures to prevent minors from gaining such access.

5.8 The Customer shall bear sole responsibility for ensuring the secure operation and proper management of the Equipment and of the internal network under its control. The Company shall not be liable for any damage resulting from misuse, improper installation, or unauthorized modification of the Equipment.

## **6. TELECOMMUNICATIONS TERMINAL EQUIPMENT**

6.1 The proper functioning of the Services shall require the use of compatible telecommunications equipment in accordance with the technical specifications prescribed by the Company.

6.2 The Equipment provided by the Company shall remain its exclusive property and is granted to the Customer for use throughout the duration of the Agreement.

6.3 Upon termination or cancellation of the Agreement for any reason whatsoever, the Customer shall be obliged to return the Equipment to the Company in the condition in which it was received, together with all accompanying accessories. In the event of failure to do so, the Company shall be entitled to charge the corresponding replacement cost in accordance with the Price List in force at the relevant time.

## **7. TERM OF THE AGREEMENT – TERMINATION**

7.1 This Agreement shall enter into force on the date of its execution and shall remain in effect for the duration corresponding to the service plan selected by the Customer.

7.2 The Agreement may be concluded for a fixed term or for an indefinite duration, as specified therein or in the selected service plan. Upon expiry of the minimum contractual term, the Agreement shall automatically convert into an agreement of indefinite duration, unless terminated by either of the contracting parties.

7.3 The Customer may terminate the Agreement at any time, in accordance with the terms hereof and the applicable legislation. For the completion of such termination, the Customer shall submit a relevant written request to the Company, either in person at the Company's premises or by means of electronic communication (e-mail).

In the event of termination, the Customer shall be obliged to return the

Equipment provided by the Company in accordance with the terms hereof. Where the Equipment is returned via courier or postal services, such return shall be effected at the Customer's risk and expense. Termination shall take effect upon receipt of the Equipment by the Company, unless otherwise agreed. In the event of termination prior to the expiry of the minimum contractual term, an early termination fee may be imposed in accordance with the Price List in force at the relevant time. In particular, in the event of early termination within the first two (2) months from the commencement of a fixed-term Agreement, the Subscriber shall be obliged to pay:

- (a) An early termination fee equal to two (2) monthly subscription fees, calculated on the basis of the initial monthly fee of the selected plan, in accordance with the applicable Price List, without taking into account any promotional offers, discounts, or special arrangements.
- (b) The subscription fees corresponding to the period of service up to the date of early termination.
- (c) Any installation and/or activation fees, to the extent that such fees have not already been paid.

In the event of early termination after the lapse of the first two (2) months, the Subscriber shall be obliged to pay an early termination fee equal to one quarter (1/4) of the aggregate monthly subscription fees corresponding to the period from the date of early termination until the contractual expiry date of the Agreement, calculated on the basis of the initial monthly fee of the selected plan. All the above amounts shall be calculated on the basis of the initial service plan and the Price List in force at the relevant time, irrespective of any temporary discounts, promotional offers, or special arrangements that may have been granted. In the event that discounts, waivers of activation fees, or other financial benefits have been granted by reason of the agreed minimum duration, the Subscriber shall be obliged to reimburse the corresponding difference arising therefrom.

7.4 The Company may proceed with the temporary or permanent suspension of the Services and termination of the Agreement in the event of a material breach of its terms by the Customer, in the event of non-payment of overdue amounts, or in any other case provided for under applicable law or these Terms, following prior notice to the Customer.

7.5 In the event of suspension of the Services due to outstanding debts, reconnection may be effected upon settlement of such debts and in accordance with the terms and charges set out in the Price List in force at the relevant time. In the event of suspension due to outstanding debts relating to internet and telephony services, access to emergency numbers shall remain available for one (1) month following such suspension, namely: 100, 108, 112, 166, 199.

7.6 Upon termination or dissolution of the Agreement for any reason whatsoever, all financial obligations of the parties shall become immediately due

and payable. The Customer shall return the Equipment provided by the Company in good condition, taking into account reasonable wear and tear. In the event of non-return or return in poor condition, the Company reserves the right to charge the corresponding cost in accordance with the Price List in force at the relevant time.

7.7 In the event that the holder of the connection is a person other than the Customer, such holder may submit a written request to the Company for the termination of the connection, in which case the Agreement may be terminated in accordance with these Terms.

7.8 In the event that activation of the Telecommunications Connection proves to be technically unfeasible, the Company shall inform the Customer and the Agreement shall automatically be deemed null and void, without any further obligations on the part of either party.

7.9 In the case of distance contracts or contracts concluded outside the Company's business premises, the Customer shall have the right of withdrawal within fourteen (14) calendar days from the conclusion of the Agreement or from the activation of the Services, in accordance with the applicable legislation.

7.10 The Customer, only in the case of an agreement of indefinite duration and exclusively for connections provided through the Company's privately owned network, may request temporary suspension of the Services, subject to the conditions determined by the Company and provided that no outstanding debts exist. The possibility of temporary suspension shall not be available for connections implemented through networks of affiliated or third-party providers. The duration of such suspension shall not be less than one (1) month nor exceed three (3) months per calendar year. The applicable charges shall be determined in accordance with the Price List in force at the relevant time. In fixed-term agreements with an agreed minimum duration, temporary suspension or interruption of the Services shall not be permitted. Non-use of the Services by the Subscriber during the term of a fixed-term Agreement shall not release the Subscriber from the obligation to pay the agreed subscription fees and any other contractual charges.

7.11 The Customer may request a change of service plan or Services by submitting a relevant written request to the Company. Any such changes shall be implemented in accordance with the Company's commercial policy in force at the relevant time and may be subject to applicable charges, as set out in the Price List.

7.12 In the event of submission of a number portability request to another provider, the process shall be carried out in accordance with the deadlines and procedures prescribed by the applicable regulations of the Hellenic

Telecommunications and Post Commission (EETT) and shall not affect the Customer's financial or contractual obligations towards the Company.

## **8. QUALITY OF SERVICES – TRAFFIC MANAGEMENT**

8.1 The Company shall make all reasonable efforts to ensure the continuous and high-quality provision of Electronic Communications Services.

8.2 The actual speed of internet access may be affected by various factors, including but not limited to, the technical infrastructure of the network, the simultaneous use thereof by multiple users, the quality of the Customer's internal network, the equipment utilized, as well as access via a wireless network (Wi-Fi).

8.3 The Company reserves the right to implement reasonable traffic management measures within its network for the purposes of preserving network integrity and security, preventing congestion, and maintaining the quality of the Services provided.

8.4 Such measures shall be applied in accordance with the applicable European and national legislation and shall be applied uniformly to all users and Services.

8.5 The terms governing open internet access are published on the Company's website at [www.hcn.gr](http://www.hcn.gr)

## **9. CUSTOMER CHARGES – PAYMENTS**

9.1 For the provision of the Electronic Communications Services and the HCN Telecommunications Connection, as well as for any related or additional services, the Customer shall be charged in accordance with the Price List in force at the relevant time. The applicable Price List is attached hereto and shall form an integral and inseparable part of this Agreement. Charges for the Services shall apply from the date of activation of the connection. The Company's Price List may be amended in accordance with applicable legislation, taking into account factors such as inflation, investment costs, network operation and maintenance expenses, as well as prevailing market conditions. Any amendments to charges shall take effect in accordance with the applicable legal framework and shall be duly communicated to the Customer via the Company's website or by any other appropriate means. In the event of an increase in charges, the Customer shall be entitled to terminate this Agreement without incurring any liability, provided such termination occurs within thirty (30) days from receipt of the relevant notification.

9.2 The Company shall issue an invoice to the Customer on a monthly basis, covering a period of one (1) month. The first invoice may include pro rata charges corresponding to the period of service activation within the initial month, as well as any applicable activation or installation fees, in accordance with the Price List in force.

9.3 Each invoice shall be payable within fourteen (14) days from the date of its issuance and shall be settled through any of the payment methods made available by the Company and selected by the Customer. In the event of delay in payment, the Company reserves the right to restrict or suspend the provision of the Electronic Communications Services in accordance with the provisions set forth in this Agreement.

9.4 The Customer shall remain fully liable for the payment of all charges specified in the invoice for the Electronic Communications Services, irrespective of whether such services have been used by a third party.

9.5 The Customer shall review each invoice and shall notify the Company in writing of any omission or inaccuracy within fourteen (14) days from the date of issuance. Upon the expiration of the aforementioned period without the submission of any objection, the invoice shall be deemed accepted by the Customer and shall constitute valid and binding evidence of the corresponding obligation in accordance with applicable law.

9.6 In the event of non-payment of overdue amounts arising from two (2) consecutive invoices, the Company may notify the Customer of the outstanding balance via SMS or electronic mail to the contact details provided by the Customer. Should the outstanding amounts remain unpaid, the Company may proceed with the temporary suspension of the Electronic Communications Services.

Reactivation of the Services shall be subject to full settlement of all outstanding amounts, including any overdue balances and all charges issued or invoiced up to the date of payment, in accordance with the Price List in force. In the case of agreements of indefinite duration, where the Services have remained suspended for a period exceeding six (6) months, reactivation shall be effected only upon settlement of the applicable reconnection fees, as specified in the Price List in force at the relevant time.

9.7 In the event of continued non-payment following the temporary suspension of the Services, the Company may give effect to the permanent deactivation of the Services and terminate this Agreement, in accordance with the provisions set forth herein and the applicable law.

9.8 In the event of suspension of the Services due to outstanding debts, the Agreement shall remain in full force and effect until such debts are duly settled or the Agreement is definitively terminated. In agreements of indefinite duration, where the Services are suspended on account of debt, the Customer shall remain liable for the payment of fixed monthly charges and any other contractual fees through the end of the billing cycle during which the suspension occurred. In fixed-term agreements with an agreed minimum duration, suspension of the Services on account of outstanding debts shall not effect termination of the Agreement. The agreed monthly charges and all other contractual fees shall

remain payable and enforceable until the expiry of the contractual term or until full discharge of the outstanding amounts and the subsequent reactivation of the Services, in accordance with the provisions set forth in this Agreement.

9.9 Billing data and service usage records maintained by the Company within its electronic systems shall constitute valid evidence of the corresponding charges, in accordance with applicable legislation.

9.10 The categories of charges which may be imposed upon the Customer include activation fees, recurring monthly charges, service usage fees, reconnection fees, as well as any additional charges or value-added services subscribed to by the Customer, all in accordance with the Price List in force at the relevant time.

9.11 In the event of loss, non-return, or damage to the Equipment beyond reasonable wear and tear, the Company shall be entitled to charge the Customer the corresponding replacement cost in accordance with the Price List in force at the relevant time.

9.12 The Company provides a discount to students. This offer applies to Subscribers connected either to the HCN privately owned network or through an affiliated provider, who are enrolled as students in Greek Higher Education Institutions, legally and permanently reside in Greece, have attained the age of eighteen (18) years, and are within the standard duration of their studies. Eligible participants include undergraduate and postgraduate students, as well as doctoral candidates, who are duly enrolled in Higher Education Institutions (Universities and Technological Educational Institutes), Ecclesiastical Schools, Military and Police Academies, Merchant Marine and Hellenic Coast Guard Academies, Fire Service Academies, the Hellenic Open University, Public Institutes of Vocational Training (IEKs), as well as Private IEKs and Private Universities lawfully operating in accordance with Law 4093/2012 and the applicable implementing provisions. Participation in the program may be effected through the Company's exclusive retail network or via its official website. Eligibility is subject to the presentation or submission of a valid student identification card. The validity of the offer shall not exceed the period of validity of the student identification card, and the Subscriber shall bear sole responsibility for requesting the renewal of the offer in the event of renewal of the student status certificate or semester confirmation, including any resulting amendment to the expiration date. In the absence of such renewal, the immediately subsequent billing period shall be invoiced without the application of the discount. The offer shall not be combined with any other promotional offer or commercial arrangement, shall not apply retroactively, and its total duration shall in no event exceed five (5) years.

9.13 The Company grants a discount to Subscribers falling within categories of persons with disabilities, subject to the conditions set forth in the applicable legislation and upon submission of the requisite supporting documentation certifying such disability. Direct beneficiaries shall include Subscribers with hearing impairment, as defined under Law 1813/1988 (Article 33, §§141–142, Annex A – Government Gazette 243/A/1988), exhibiting a reduction in auditory acuity ranging from ninety-six percent (96%) to one hundred percent (100%) and a certified disability rate exceeding sixty-seven percent (67%). This category shall further include persons with deaf-mutism, namely individuals presenting total deafness without the development of speech. Beneficiaries shall also include persons with a disability rate exceeding sixty-seven percent (67%), as determined by the competent medical committees, including but not limited to, individuals with severe intellectual disability or cerebral palsy. Eligible beneficiaries may further include the legal guardians of the aforementioned persons with a disability rate exceeding sixty-seven percent (67%), namely individuals appointed by law or by contractual arrangement to exercise supervision over such persons including, by way of example, through the exercise of parental responsibility, guardianship, or judicial supervision. Beneficiaries shall also include guardians of persons with severe intellectual disability and autism with a disability rate exceeding sixty-seven percent (67%), as defined in Ministerial Decision No. Φ/21/2361/1993 (Government Gazette 819/B), as well as guardians of persons suffering from cerebral palsy with a disability rate exceeding sixty-seven percent (67%), in accordance with the relevant provisions of the same Ministerial Decision. Activation of the discount shall be subject to the submission of a valid disability certification issued by the Disability Certification Center (KEPA) or any other competent authority. The discount shall remain valid until the expiry of the relevant certification, shall not apply retroactively, and shall not be applied to invoices already issued.

## **10. CONFIDENTIALITY OF COMMUNICATIONS – PERSONAL DATA PROTECTION – INTELLECTUAL PROPERTY RIGHTS**

10.1 The Company shall implement all appropriate technical and organizational measures to maintain the confidentiality of the Customer's communications and of the information and data transmitted. However, the Company cannot guarantee the complete security of data transmitted via the Internet, as such protection cannot be fully ensured, even with the implementation of the security measures prescribed under applicable legislation. The Company, in its capacity as a provider of internet access services, shall bear no liability for: (a) the authenticity, accuracy, confidentiality, or lawful or unlawful nature of the data which the Customer receives, transmits, or stores through access to the

Company's network, (b) any direct or indirect, material or non-material damage that the Customer may sustain as a result of the use of the Internet, and (c) any disputes that may arise between Customers or between Customers and third parties, arising from data or information transmitted through the Company's telecommunications network.

The lifting of the confidentiality of communications shall be permitted only in the cases and to the extent provided for under applicable legislation.

10.2 The Company declares, and the Customer acknowledges, that personal data collected in the context of this Agreement shall be processed for the purposes of the execution, administration, and support of the provision of Electronic Communications Services, as well as for the security of transactions between the contracting parties. Where the Customer has provided prior consent, such data may also be used for the purpose of informing the Customer of the Company's Services. Recipients of such data may include the Company, its duly authorized personnel, as well as any natural or legal persons to whom the Company is required or permitted to disclose such data pursuant to applicable law, a court order, or the Customer's consent.

Where the Company's network is interconnected with the networks of other telecommunications providers, the transfer of personal data may be necessary for the provision of services and for billing purposes. Furthermore, for the purposes of debt collection, personal data may be disclosed to duly authorized partners of the Company engaged in debt recovery activities, strictly for such purpose.

The Customer shall have the right to withdraw consent to the processing of personal data at any time by means of a written declaration addressed to the Company, unless such processing is permitted under applicable legislation without the Customer's consent. Personal data shall be processed in accordance with Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR), Law 4624/2019, and any other applicable Greek and European data protection legislation as currently in force. In the event of a call to emergency services (including, for example, the number 112), the Company may disclose the Customer's full name to the competent authorities solely for the purpose of addressing the emergency, unless the Customer has expressly declared in writing that such disclosure is not desired. The Customer may also declare that they do not wish to receive telephone communications for the purposes of direct marketing, in which case such declaration shall be registered free of charge in the registry provided for under Article 11 of Law 3471/2006.

10.3 Subject to the provisions on personal data protection, the Company shall provide the Customer with an itemized bill at the minimum level of detail required under applicable legislation. The Customer may at any time submit a written

request for the display of the last three (3) digits of called numbers or for the discontinuation of itemized billing. Where the Services are used by multiple persons within the same premises, the Customer shall be obliged to inform such users that itemized call statements may be issued. The Customer shall also indicate whether they wish their telephone number to be included in public telephone directories or directory enquiry services, together with such details as may be selected (name, surname, patronymic, address, or other data), and whether they consent to the availability of additional search functionalities in electronic directories. The Customer shall retain the right to access, rectify, or erase such data. Such data shall be processed exclusively for the purposes of directory enquiry services and in accordance with the applicable legislation governing electronic communications and personal data protection.

10.4 Any data or information made available by the Company through its network is intended exclusively for the Customer's personal use during the term of this Agreement. All intellectual property rights in such data shall remain vested in the Company, and any reproduction, copying, transmission, modification, or other use thereof without the Company's prior written consent is strictly prohibited.

10.5 The Company hereby informs that electronic messages through which consumers are notified of the estimated timeframe for service activation shall be retained for a period of two (2) years following the termination of the Agreement. Such retention period is considered reasonable and proportionate, as it serves to document the Company's contractual information obligations towards consumers, ensure the ability to verify compliance with transparency requirements, and facilitate the handling of any complaints or disputes. Upon expiry of this period, the relevant data shall be deleted in accordance with the Company's applicable data retention policy and the applicable personal data protection framework.

## **11. FAILURE TO PERFORM – FORCE MAJEURE**

11.1 The Company shall not be liable for any failure or improper performance of its obligations where such failure is due to force majeure events or to circumstances beyond its reasonable control, including but not limited to, wars, strikes, accidents, earthquakes, floods, fires, storms, acts of terrorism, acts of sabotage, governmental prohibitions, acts or omissions of public authorities, judicial decisions, commercial restrictions, as well as interruptions or failures of third-party telecommunications networks.

11.2 The Company shall not be liable for the quality, adequacy, or security of third-party networks used in the provision of the Services, nor for any issues arising from the Customer's equipment. The maintenance, upgrading, and

replacement of such equipment shall be solely the responsibility of the Customer.

## **12. FINAL PROVISIONS**

12.1 The Customer is required to notify the Company of any change to the details provided in the Subscription Application. Until such notification is duly made, any communication shall be deemed valid if sent to the contact details last declared by the Customer.

12.2 The invalidity, in whole or in part, of any provision of the Agreement shall not affect the validity and enforceability of the remaining provisions, which shall remain in full force and effect.

12.3 Any amendment to the Agreement shall be made in writing, unless otherwise required by applicable law or by a decision of the competent authority.

12.4 The Agreement shall be governed by Greek law and by the regulations of the Hellenic Telecommunications and Post Commission (EETT). Any disputes arising out of or in connection with the Agreement shall fall within the jurisdiction of the courts of the Customer's place of residence or of the place of conclusion of the Agreement.

12.5 The Customer shall not be entitled to assign or transfer any rights or claims arising out of the Agreement. The Company may assign to third parties the collection of amounts due.

12.6 Any notices or communications between the Parties shall be deemed validly effected when delivered to the address of residence or registered office last declared, unless a change thereof has been notified in writing.

## **13. FIXED-TERM AGREEMENT – SPECIAL TERMS**

13.1 A fixed-term Agreement shall be concluded for a period of twenty-four (24) months, unless otherwise provided in the selected service plan or in the Agreement.

13.2 During the term of the Agreement, whether fixed-term or open-ended, the Subscriber may request a modification of the agreed service package, either by way of an upgrade or a downgrade, namely a transition to a plan of higher or lower speed and/or a different monthly fee. Such request shall be submitted in writing to the Company, either via email or through any other written means accepted by the Company.

13.3 Any such modification shall constitute a material alteration of the contractual terms and, in the case of fixed-term Agreements, shall result in the conclusion of a new fixed-term Agreement of twenty-four (24) months, commencing as of the date of activation of the new service package.

13.4 The implementation of a change to the service package shall be carried out in accordance with the Company's current commercial and pricing policy. Depending on the nature of the plan and the technical characteristics of the Services, such change may take effect either as of the first (1st) day of the following calendar month or on a pro rata basis within the current billing cycle.

13.5 For information regarding the timing of implementation of the change and any associated financial implications, the Subscriber shall contact the Company's Customer Service Department in order to be informed of the terms applicable to the relevant service plan.

13.6 In the event of a downgrade of the service package prior to the expiry of the applicable contractual term, the Subscriber shall incur an additional charge as a result of such early modification of the Agreement, the amount of which shall be determined in accordance with the Company's published price list applicable at the time.

13.7 The modification of the service package shall be completed only upon the Subscriber's express acceptance of the foregoing terms.

#### **14. COMPLAINT HANDLING PROCEDURE**

14.1 The Customer may submit complaints or service requests to the Company via telephone communication with the Customer Service Department, by electronic mail, or in person at the Company's premises.

14.2 The Company shall make reasonable efforts to examine and resolve complaints within a reasonable timeframe.

14.3 If the Customer is not satisfied with the Company's response, the Customer may refer the matter to the Hellenic Telecommunications and Post Commission (EETT), in accordance with the applicable legal and regulatory framework.

14.4 The Company shall retain and store electronic correspondence (emails) relating to customer service and the contractual relationship with Customers for a period of up to five (5) years, for the purposes of ensuring the efficient operation of its Services and maintaining proper records of transactions and communications with Customers.

14.5 Telephone conversations conducted via customer service lines may be recorded for purposes of quality assurance of the Services provided and the training of personnel. Such recordings shall be retained for a period of up to ninety (90) days from the date of recording, unless a longer retention period is required for the investigation of a complaint or dispute, or pursuant to a lawful request by a competent authority.

14.6 Any request by a natural person for the erasure or restriction of the processing of their personal data shall be handled in accordance with the

procedures and conditions set forth in the Company's Privacy Policy and the applicable data protection legislation.