

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF INTERNET ACCESS SERVICES

PUBLIC OFFER AGREEMENT Effective: 25/12/2025

NCDC COMMUNICATIONS LTD

Registration No.: HE 414282 VAT No.: 60150810D
20 Laxion Avenue, Office 11, 8575 Peyia, Paphos, Cyprus.
Email: holitec.cy@gmail.com Tel: +357 80077100
Website: <https://holitec.cy> WhatsApp/telegram: 99943618
Registered as Electronic Communications Provider with OCECPR № 06/2025

This document constitutes a Public Offer Agreement (hereinafter — the "Agreement") made by NCDC COMMUNICATIONS LTD (hereinafter — the "Provider") and addressed to any natural person residing or established in the Republic of Cyprus (hereinafter — the "Subscriber") who wishes to obtain Internet Access Services from the Provider.

This Agreement is governed by the Regulation of Electronic Communications and Postal Services Law of 2004 (L.112(I)/2004, as amended), the Electronic Communications Code (EU Directive 2018/1972), Regulation (EU) 2015/2120 on open internet access, GDPR (Regulation (EU) 2016/679), and all applicable Cyprus legislation.

ACCEPTANCE: By submitting a connection request, making payment of the first invoice, or commencing use of the Service, the Subscriber unconditionally accepts all terms of this Agreement and the applicable Schedule(s). No separate signed acceptance certificate or act of transfer is required.

ARTICLE 1. DEFINITIONS

| Term | Definition |
|------------------------|---|
| "Service" / "Services" | Internet Access Service(s) provided by the Provider to the Subscriber under this Agreement, as further described in the applicable Schedule. The Services are provided on a best-effort basis unless specific speed parameters are stated in the Contract Summary. |
| "Schedule" | A document forming an integral part of this Agreement that sets out the specific terms and technical parameters for a particular type of Service: Schedule A covers Fixed (Fibre/Optical) Internet; Schedule B covers Wireless (Wi-Fi) Internet. |
| "Contract Summary" | A pre-contractual information document provided to the Subscriber prior to acceptance, containing key commercial and technical parameters of the Service in a standardised format, as required by EU Directive 2018/1972 (EECC). The Contract Summary is published on the Provider's website. |

| | |
|--------------------------------------|---|
| "Special Terms" / "Service Order" | The individual parameters of Service provision applicable to the Subscriber, including selected tariff plan, speed tier, connection address, and billing cycle. Confirmed in the first Invoice issued to the Subscriber. |
| "Subscriber" / "Customer" | A natural person that has accepted this Public Offer Agreement and receives Services from the Provider. |
| "Premises" | The specific physical address on the territory of the Republic of Cyprus, confirmed by the Provider, at which the Service is connected and provided. |
| "Equipment" | Network and telecommunications devices (including ONT, router, cables, and associated hardware) provided by the Provider to the Subscriber for use in connection with the Service. All Equipment remains the property of the Provider at all times unless expressly agreed otherwise in writing. The specific types and models of Equipment are set out in the Equipment Specification. |
| "Equipment Specification" | The list of terminal equipment models and technical characteristics made available by the Provider on its website, as updated from time to time. |
| "Right of Use" | The non-exclusive, non-transferable right granted to the Subscriber to use the Equipment provided by the Provider solely for the purpose of receiving the Service at the Premises. This right does not constitute a transfer of ownership or title to the Equipment. |
| "Activation Date" | The date on which the Provider confirms that the Service is technically active and available for use at the Premises, as recorded in the Provider's system. This date constitutes the commencement of the Service provision and billing without the need for any additional acceptance document. |
| "Invoice" | A billing document issued by the Provider to the Subscriber specifying the amounts due for the Service in accordance with the applicable tariff plan. |
| "AUP" | Acceptable Use Policy — the rules governing permissible use of the Service, published on the Provider's website and forming Schedule C to this Agreement. |
| "OCECPR" | The Office of the Commissioner of Electronic Communications and Postal Regulation of the Republic of Cyprus — the competent national regulatory authority. |

ARTICLE 2. SUBJECT MATTER AND SCOPE

- 2.1. Under this Agreement, the Provider undertakes to provide the Subscriber with Internet Access Services in accordance with the applicable Schedule, and the Subscriber undertakes to accept and pay for such Services in accordance with the terms herein.
- 2.2. The Provider offers two types of Internet Access Services, each governed by this Agreement and the applicable Schedule: (a) Fixed (Fibre/Optical) Internet Access — Schedule A; (b) Wireless (Wi-Fi) Internet Access — Schedule B. The Subscriber may subscribe to one or both types of Service simultaneously.
- 2.3. All Services are provided exclusively at the Premises confirmed by the Provider and are subject to technical feasibility at that address. The Provider reserves the right to refuse connection if technical feasibility cannot be confirmed.
- 2.4. The Services are intended for personal, non-commercial use by the Subscriber and persons lawfully residing at the Premises, unless a business tariff plan is expressly agreed. Resale of the Services or use for commercial Internet provision to third parties is strictly prohibited.
- 2.5. Prior to acceptance of this Agreement, the Subscriber is provided with the Contract Summary in accordance with Directive 2018/1972 (EECC). By accepting this Agreement, the Subscriber confirms having read and understood the Contract Summary.
- 2.6. In the event of a conflict between the General Terms of this Agreement and the provisions of a Schedule, the Schedule shall prevail with regard to the Service it governs.

ARTICLE 3. ACCEPTANCE, COMMENCEMENT, AND SERVICE ACTIVATION

- 3.1. This Agreement is a public offer. Acceptance is effected by any of the following actions by the Subscriber, whichever occurs first:
 - (a) submission of a connection application via the Provider's website, by telephone, or in person;
 - (b) payment of the first Invoice issued by the Provider;
 - (c) commencement of actual use of the Service.

For the avoidance of doubt, acceptance shall only be valid where the Subscriber has been provided with the Contract Summary and Privacy Policy prior to activation or first use of the Service, and has had a reasonable opportunity to review them.

- 3.2. The Agreement enters into force at the moment of acceptance and remains in force for an indefinite term (open-ended), unless otherwise specified in the applicable Schedule or Special Terms.
- 3.3. The Service is considered delivered and accepted by the Subscriber at the moment of Activation — i.e., when the Provider confirms in its system that the Service is technically active and available for use at the Premises. No separate act of acceptance, delivery certificate, or act of transfer of Equipment is required to confirm delivery of the Service or the Equipment. This is without prejudice to any mandatory rights of the Subscriber under applicable consumer protection legislation of the Republic of Cyprus and EU law, including the right of withdrawal where applicable.

- 3.4. Where the Service requires installation of Equipment at the Premises, the Provider's technician shall attend the Premises to perform installation. The technician's visit and the successful activation of the Service in the Provider's system shall constitute prima facie evidence of delivery. The Subscriber's use of the Service following activation shall further confirm acceptance.
- 3.5. If the Service is concluded remotely (via the website), the Subscriber has the right to withdraw from this Agreement without giving any reason within 14 (fourteen) calendar days of conclusion, in accordance with the Consumer Rights Law of Cyprus. In such case, the Subscriber shall pay only for Services actually provided up to the date of withdrawal and any installation costs incurred.

ARTICLE 4. EQUIPMENT — OWNERSHIP, DELIVERY, AND RETURN

- 4.1. Unless the Equipment is expressly purchased by the Subscriber under a separate sale agreement or invoice, all Equipment provided by the Provider remains the exclusive property of the Provider at all times. The Subscriber is granted only a Right of Use for the duration of the Service.
- 4.2. The Equipment is delivered to the Subscriber at the time of installation and activation of the Service. The fact of the technician's installation visit and the Activation Date recorded in the Provider's system shall constitute delivery of the Equipment. No separate equipment transfer certificate or acceptance act is required for Equipment delivery.
- 4.3. The Provider reserves the right to remotely manage, configure, update, restrict, or suspend the functionality of the Equipment in cases provided for in this Agreement or where necessary to ensure the security, integrity, or quality of the network. Such actions shall be strictly limited to network security, maintenance, and service quality assurance purposes.
- 4.4. The Subscriber undertakes to:
- (a) use the Equipment exclusively for receiving the Service at the Premises;
 - (b) maintain the Equipment in proper working condition and protect it from damage;
 - (c) not open, modify, relocate outside the Premises, or tamper with the Equipment without the Provider's consent;
 - (d) not transfer the Equipment to third parties.
- 4.5. Return of Equipment. Upon termination of the Service for any reason, the Subscriber is obliged to return all Equipment to the Provider in proper working condition (subject to normal wear and tear) within 14 (fourteen) calendar days of the Service termination date. Equipment may be returned:
- (a) in person at the Provider's office;
 - (b) via a Provider's technician visit by appointment;
 - (c) via an agreed courier service.
- 4.6. In the event of non-return of Equipment within the specified period, loss, damage (other than normal wear and tear), or destruction of Equipment due to the Subscriber's fault, the Provider is entitled to charge the Subscriber the full replacement value of the

Equipment (Replacement Value) in accordance with the Provider's current price list. The Replacement Value shall be charged on the Subscriber's next Invoice or final bill.

4.7. The current Replacement Value of Equipment items shall be provided to the Subscriber upon request prior to Equipment delivery or at any time during the term of the Agreement.

ARTICLE 5. PROVIDER'S RIGHTS AND OBLIGATIONS

5.1. The Provider undertakes to:

- 5.1.1. provide the Service in accordance with the applicable Schedule and the Subscriber's selected tariff plan;
- 5.1.2. maintain the network and ensure network security within the Provider's technical capabilities;
- 5.1.3. notify the Subscriber of any changes to the Agreement, tariff plans, or service conditions at least 30 (thirty) calendar days before such changes take effect, by email to the address registered in the Subscriber's account;
- 5.1.4. notify the Subscriber at least 48 (forty-eight) hours in advance of any planned technical maintenance that may temporarily affect Service availability;
- 5.1.5. process the Subscriber's complaints and enquiries in accordance with Article 12 of this Agreement;
- 5.1.6. ensure the confidentiality of the Subscriber's personal data and communications in accordance with applicable law.

5.2. The Provider has the right to:

- 5.2.1. restrict or suspend the Service in the event of non-payment or violation of the AUP, in accordance with Articles 6 and 7 of this Agreement;
- 5.2.2. refuse connection at the Premises if technical feasibility cannot be confirmed, without incurring any liability or compensation obligation;
- 5.2.3. perform remote management of Equipment for the purposes of ensuring network security, integrity, and quality of service;
- 5.2.4. amend the terms of this Agreement unilaterally in accordance with Article 11;
- 5.2.5. suspend or terminate the Service with immediate effect in the event of a Subscriber's actions that pose an immediate threat to the integrity or security of the network.

ARTICLE 6. SUBSCRIBER'S RIGHTS AND OBLIGATIONS

6.1. The Subscriber undertakes to:

- 6.1.1. pay for the Services in a timely manner in accordance with Article 7;
- 6.1.2. comply with the Acceptable Use Policy (Schedule C) and the Network Abuse Policy (Schedule D);
- 6.1.3. ensure access to the Premises for the Provider's technicians for installation, maintenance, and fault resolution;
- 6.1.4. provide all required identification details and accurate information at the time of application and notify the Provider promptly of any changes;

- 6.1.5. use the Equipment solely for receiving the Service and in accordance with Article 4;
- 6.1.6. ensure that any necessary permissions for connection works at the Premises (including from building management or landlord where applicable) have been obtained;
- 6.1.7. The Subscriber is encouraged to periodically review updates published on the Provider's website.
- 6.2. The Subscriber has the right to:
 - 6.2.1. receive Services in accordance with the selected tariff plan and the parameters set out in the Contract Summary and the applicable Schedule;
 - 6.2.2. submit complaints and enquiries to the Provider and, if not resolved, to OCECPR or other competent authorities;
 - 6.2.3. request access to, correction of, and deletion of personal data in accordance with GDPR;
 - 6.2.4. terminate the Agreement in accordance with Article 10;
 - 6.2.5. where the Service consistently deviates from the parameters stated in the Contract Summary, to request a proportionate reduction in fees or to terminate the Agreement without penalty, in accordance with Article 9.

ARTICLE 7. CHARGES, INVOICING, AND PAYMENT

- 7.1. All tariff plans, prices, and fees applicable to the Services are published on the Provider's website at <https://holitec.cy> and are confirmed in the first Invoice issued to the Subscriber. All prices are inclusive of Cyprus VAT at the rate of 19% unless otherwise stated.
- 7.2. The Services are provided on a prepaid basis. The billing period is one (1) calendar month unless otherwise specified in the Special Terms. Charges begin from the Activation Date.
- 7.3. The Provider shall issue Invoices to the Subscriber's registered email address. The Subscriber is obliged to pay each Invoice by the due date specified therein.
- 7.4. In the event of late payment, the Provider shall apply the following procedure:
 - 7.4.1. Day 4 after due date: A payment reminder is sent to the Subscriber via email or messenger.
 - 7.4.2. Day 7 after due date: The Provider may temporarily suspend (pause) the Service.
 - 7.4.3. Day 12 after due date: A final payment warning is sent, and a follow-up call may be made.
 - 7.4.4. Day 14 after due date: The Provider may permanently terminate the Service and this Agreement.

The above timeframes are subject to the Subscriber's rights under applicable consumer protection legislation.

- 7.5. The Subscriber may dispute the accuracy of charges within 21 (twenty-one) calendar days from the invoice due date by contacting the Provider in writing. The Provider shall investigate and respond within 7 (seven) business days. If the charge is found to be incorrect, a credit shall be applied to the Subscriber's next bill. No fees shall be charged for the submission or handling of billing disputes or complaints.
- 7.6. In the event of non-payment, the Provider may charge interest on overdue amounts at the government default interest rate specified in applicable Cyprus legislation, from the due date until full settlement, without prejudice to the Provider's right to terminate the Service.
- 7.7. The Provider reserves the right to revise tariff plans with at least 30 (thirty) calendar days' prior notice to the Subscriber. The Subscriber has the right to terminate the Agreement without penalty if the new tariffs are not acceptable, within 30 days of the notification.

ARTICLE 8. SERVICE QUALITY, SPEED PARAMETERS, AND NETWORK NEUTRALITY

- 8.1. Speed parameters for each tariff plan are set out in the applicable Schedule and the Contract Summary. The Provider guarantees the following speed parameters for fixed (wired Ethernet) connections:
- (a) Minimum speed: not less than 50% of the advertised speed;
 - (b) Normally available speed: not less than 80% of the advertised maximum speed, available for at least 90% of the time during a 24-hour period;
 - (c) Maximum speed: as stated in the tariff plan;
 - (d) Advertised speed: as stated in the tariff plan and marketing materials.
- Speed measurements shall be conducted at the network termination point using standardised testing methodology aligned with applicable OCECPR guidance and/or ETSI technical standards, or such other tool as specified in the applicable Schedule, under normal network load conditions.
- 8.2. The Subscriber acknowledges that Wi-Fi speed may be lower than the guaranteed wired connection speed due to physical and environmental limitations of wireless technology. Speed parameters for wireless connections are set out in Schedule B.
- 8.3. Network Neutrality. The Provider adheres to the principle of equal treatment of internet traffic in accordance with Regulation (EU) 2015/2120 and Decree 72/2017 of the Republic of Cyprus. The Provider does not block, throttle, or discriminate against specific applications, services, or content, except as permitted under applicable law and as described in the Traffic Management Policy (Schedule E).
- 8.4. Traffic management measures may be applied only in the following cases and only to the extent necessary and proportionate:
- (a) compliance with a court order or regulatory requirement;
 - (b) protection of network integrity and security (including DDoS mitigation);
 - (c) temporary congestion management on a non-discriminatory basis;
 - (d) enforcement of the AUP.

ARTICLE 9. REMEDIES FOR SERVICE QUALITY DEVIATION

- 9.1. If there is a continuous or regularly recurring deviation between the actual performance of the Service and the parameters stated in the Contract Summary (including speed), the Subscriber has the right to:
- (a) report the deviation to the Provider via email or the complaint procedure described in Article 12;
 - (b) request a free technical inspection and fault resolution within 3 (three) business days;
 - (c) if the deviation persists and is confirmed by the Provider or an independent measurement, request a proportionate reduction of the monthly fee for the affected period;
 - (d) if the deviation constitutes a material and irremediable breach of the Contract Summary parameters, terminate the Agreement without penalty.
- 9.2. Where there is a delay in the provision of the Service beyond the connection timeframe stated in the applicable Schedule, the Subscriber has the right to terminate the application/Agreement without any penalty or early termination fees.
- 9.3. Where there is a failure to restore a fault within the timeframe stated in the applicable Schedule, the Subscriber may request a proportionate credit of the monthly subscription fee for the period the Service was unavailable. Such credit shall be applied to the next billing cycle.
- 9.4. The remedies in Articles 9.2 and 9.3 do not apply where the delay or failure is not attributable to the Provider, including but not limited to: damage to the network by third parties; force majeure; the Subscriber's failure to provide access; pending obligations on the Subscriber's side; or use of the Service not in accordance with this Agreement.

ARTICLE 10. TERM AND TERMINATION

- 10.1. This Agreement is concluded for an indefinite term (open-ended) and enters into force upon acceptance by the Subscriber.
- 10.2. The Subscriber may terminate this Agreement at any time without penalty by providing written notice to the Provider by:
- (a) email to: holitec.cy@gmail.com;
 - (b) telephone: +357 80077100;
 - (c) online chat (WhatsApp/Telegram): 99943618 — for operational notifications; written email confirmation is recommended for legal certainty.
- In the event of returning Equipment via courier or postal service, the Subscriber is obliged to retain and, upon request, provide the Provider with a valid Proof of Postage or tracking number. The risk of loss or damage during transit remains with the Subscriber until the Equipment is officially received and inspected by the Provider.
- 10.3. The Agreement shall be terminated within 7 (seven) calendar days of receipt of the Subscriber's termination notice. Upon termination, the Subscriber is obliged to: pay all outstanding amounts for Services rendered up to the termination date; and return all Equipment in accordance with Article 4.5.

- 10.4. The Provider may terminate this Agreement by giving 30 (thirty) calendar days' written notice, without cause. Such termination shall be exercised in a reasonable and non-discriminatory manner, in accordance with applicable electronic communications and consumer protection legislation.
- 10.5. The Provider may terminate this Agreement with immediate effect, without prior notice, in the event of:
- (a) material and unremedied breach of the payment obligations under Article 7;
 - (b) material breach of the AUP or Network Abuse Policy;
 - (c) provision of false identification data by the Subscriber;
- 10.6. Upon termination, all payment obligations of the Subscriber accrued prior to the termination date remain in full force.

ARTICLE 11. AMENDMENTS TO THE AGREEMENT

- 11.1. The Provider may amend the terms of this Agreement, its Schedules, or tariffs by providing at least 30 (thirty) calendar days' written notice to the Subscriber by email. Amendments are published on the Provider's website. The notification shall include:
- (a) the nature of the proposed amendments;
 - (b) the effective date;
 - (c) the Subscriber's right to terminate the Agreement without penalty.
- 11.2. If the Subscriber does not agree with the proposed amendments, the Subscriber has the right to terminate the Agreement without penalty within 30 (thirty) calendar days of receiving the notification. Failure to exercise this right within the said period shall constitute acceptance of the amendments.
- 11.3. Amendments required for compliance with applicable legislation, regulations, orders, or decisions of OCECPR or other competent authorities may be made without prior notice and without giving the Subscriber the right to terminate without penalty.

ARTICLE 12. COMPLAINT HANDLING PROCEDURE

- 12.1. The Subscriber may submit complaints and enquiries to the Provider in writing:
- (a) by email: holitec.cy@gmail.com (preferred channel for complaints);
 - (b) via WhatsApp / Telegram: 99943618;
 - (c) by post to the Provider's registered address.
- 12.2. The Provider shall confirm receipt of each complaint and assign a unique Ticket ID within 2 (two) business days.
- 12.3. Complaints shall be resolved within the following timeframes:
- (a) technical issues — within 3 (three) business days;
 - (b) billing and administrative matters — within 7 (seven) business days;
 - (c) complex cases requiring further investigation — within 14 (fourteen) calendar days.
- All complaint handling procedures shall be provided to the Subscriber free of charge.
- 12.4. If the Subscriber is not satisfied with the Provider's response, the Subscriber may escalate the complaint to:

- (a) OCECPR (Office of the Commissioner of Electronic Communications and Postal Regulation): www.ocecpr.org.cy;
- (b) Cyprus Consumer Protection Service: <https://consumer.gov.cy>;
- (c) Cyprus Consumer Centre for ADR: www.adrcyprus.com.

12.5. This Article constitutes the Provider's official Complaint Handling Procedure as required by applicable telecommunications legislation.

ARTICLE 13. PERSONAL DATA PROTECTION

- 13.1. The Provider processes the Subscriber's personal data in strict compliance with GDPR (Regulation (EU) 2016/679) and the Processing of Personal Data (Protection of the Individual) Law 125(I)/2018 of Cyprus.
- 13.2. Personal data is processed on the following legal bases:
 - (a) performance of the contract — Art. 6(1)(b) GDPR: for Service provision and invoicing;
 - (b) legal obligation — Art. 6(1)(c) GDPR: compliance with regulatory and legal requirements;
 - (c) legitimate interests — Art. 6(1)(f) GDPR: network security and fraud prevention.
- 13.3. The Subscriber has the rights of access, rectification, restriction, and erasure of personal data, as well as other rights under GDPR. Requests may be submitted to: holitec.cy@gmail.com.
- 13.4. The Privacy Policy published on the Provider's website at <https://holitec.cy> forms an integral part of this Agreement.

ARTICLE 14. LIMITATION OF LIABILITY

- 14.1. The Provider's total aggregate liability to the Subscriber for any losses, direct damages, or disruption of Service arising from or in connection with the provision of Services under this Agreement shall be limited to the amount of one monthly subscription fee applicable at the time of the event giving rise to liability. This limitation does not apply in cases of the Provider's wilful misconduct or gross negligence, or where limitation is prohibited by mandatory provisions of Cyprus law.
- 14.2. The Provider shall not be liable for:
 - (a) service interruptions or quality degradation caused by force majeure or events beyond the Provider's reasonable control;
 - (b) damage to the Subscriber's devices or data caused by viruses, malware, or third-party cyber incidents;
 - (c) indirect, consequential, or incidental losses, loss of profits, or loss of data;
 - (d) interruptions of Services during planned maintenance works notified in advance;
 - (e) consequences arising from the Subscriber's violation of this Agreement, AUP, or improper use of Equipment.
- 14.3. Force Majeure. Neither Party shall be liable for failure or delay in performance caused by force majeure circumstances (including acts of God, war, national emergencies,

government restrictions, cyberattacks on critical infrastructure, widespread power outages). The affected Party shall notify the other Party in writing as soon as reasonably practicable.

ARTICLE 15. GOVERNING LAW, JURISDICTION, AND GENERAL PROVISIONS

- 15.1. This Agreement is governed by and construed in accordance with the laws of the Republic of Cyprus.
- 15.2. Any disputes arising from or in connection with this Agreement shall be resolved by the competent courts of the Republic of Cyprus, without prejudice to the Subscriber's right to submit complaints to OCECPR or other alternative dispute resolution bodies.
- 15.3. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- 15.4. This Agreement, together with its Schedules, constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior agreements, representations, and understandings.
- 15.5. This Agreement is published on the Provider's website at <https://holitec.cy> and is available in English. The Provider may publish a translation in other languages for convenience; in the event of any discrepancy, the English version shall prevail.

SCHEDULES FORMING PART OF THIS AGREEMENT:

Schedule A — Fixed (Fibre/Optical) Internet Access Service — Special Terms

Schedule B — Wireless (Wi-Fi) Internet Access Service — Special Terms

Schedule C — Acceptable Use Policy (AUP)

Schedule D — Network Abuse Policy

Schedule E — Traffic Management Policy

Privacy Policy published on the Provider's website

Schedule G — Contract Summary Template (Pre-contractual Information)

SCHEDULE A
FIXED (FIBRE / OPTICAL) INTERNET ACCESS SERVICE
Special Terms — to be read in conjunction with the General Terms and Conditions

ARTICLE A1. DESCRIPTION OF SERVICE

- A1.1. Schedule A governs the provision of Fixed Internet Access Service via fibre-optic (FTTH/FTTB) or copper (FTTC/VDSL) infrastructure to the Premises. The Service provides access to the public internet using wired technology.
- A1.2. The Service is provided exclusively at the Premises confirmed by the Provider and requires the installation of Equipment (including ONT and router) at the Premises.
- A1.3. Available tariff plans, speed tiers, and pricing are published on the Provider's website at <https://holitec.cy>. The Subscriber's selected tariff plan is confirmed in the first Invoice.

ARTICLE A2. CONNECTION AND ACTIVATION

- A2.1. Subject to technical feasibility, the Service shall be provisioned within 30 (thirty) calendar days from the date of the Subscriber's application, unless otherwise agreed between the Parties.
- A2.2. If connection is not technically feasible at the Premises, the Provider shall notify the Subscriber within 5 (five) business days. In such case, the Agreement shall be considered void, and any initial payments made by the Subscriber shall be refunded in full.
- A2.3. Installation works may include drilling of walls, cable routing, installation and configuration of Equipment. The Subscriber consents to such works by accepting this Agreement. The Provider shall take reasonable care to minimise disruption and aesthetic impact on the Premises.
- A2.4. The Activation Date is recorded in the Provider's system. From this date, billing commences and the Service is considered delivered without the requirement for any additional acceptance document.

ARTICLE A3. SPEED PARAMETERS

- A3.1. Speed parameters for each tariff plan are published in the Contract Summary and on the Provider's website:
- (a) Minimum speed: $\geq 50\%$ of advertised speed (wired connection);
 - (b) Normally available speed: $\geq 80\%$ of advertised speed for $\geq 90\%$ of the time (wired);
 - (c) Maximum speed: as per tariff plan;
 - (d) Advertised speed: as per tariff plan.
- A3.2. You can measure the speed of your broadband connection from a network using tool located at the following link: <https://www.speedtest.net>. It is recommended to directly connect your computer to the modem/router, using Ethernet cable connection. Wireless network (WiFi) may limit performance of your connection. Before starting a measurement, make sure your broadband connection is not used by other types of software, computer or network device (e.g. IPTV decoder, security camera, torrents, etc).

Network traffic generated by such sources may reduce accuracy of your measurement results. Speedtest uses the M-Lab measurement platform, which automatically assigns each measurement to the closest available measurement server. When the country's all available servers are busy, your measurement may be conducted by a server located in another country. The parameters above apply to wired (Ethernet) connections. Wi-Fi performance may be lower due to wireless technology limitations.

ARTICLE A4. FAULT RESOLUTION

A4.1. In the event of a fault to the Service, the Provider shall restore the Service within 3 (three) business days from the reporting of the fault, subject to the exceptions in Article 9.4 of the General Terms.

A4.2. Faults shall be reported to the Provider via email at holitec.cy@gmail.com or by telephone at +357 80077100 /WhatsApp /telegram: 99943618

ARTICLE A5. EQUIPMENT — FIBRE SERVICE

A5.1. For the Fixed Internet Service, the Provider may supply the Subscriber with an ONT (Optical Network Terminal), router, and associated cabling. All such Equipment remains the property of the Provider in accordance with Article 4 of the General Terms.

A5.2. The Provider is responsible for the maintenance of the Equipment supplied, including configuration, fault repair, and replacement, provided that any failure results from normal use and physical wear. If damage is caused by the Subscriber, the Replacement Value provisions of Article 4.6 apply.

SCHEDULE B
WIRELESS (WI-FI) INTERNET ACCESS SERVICE
Special Terms — to be read in conjunction with the General Terms and Conditions

ARTICLE B1. DESCRIPTION OF SERVICE

- B1.1. Schedule B governs the provision of Wireless Internet Access Service to the Subscriber via the Provider's Wi-Fi network infrastructure at the Premises. The Service provides access to the public internet using wireless technology.
- B1.2. The Service is provided within the coverage area of the Provider's wireless network. Coverage availability at the specific Premises is subject to the Provider's technical assessment. The Provider does not guarantee full coverage throughout all areas of the Premises.
- B1.3. Available tariff plans, speed tiers, and pricing are published on the Provider's website at <https://holitec.cy>. The Subscriber's selected tariff plan is confirmed in the first Invoice.

ARTICLE B2. WIRELESS TECHNOLOGY — SPECIFIC CONDITIONS

- B2.1. The Subscriber acknowledges that the performance of wireless internet access is inherently subject to a number of factors that may affect speed and stability, including but not limited to: physical obstructions (walls, floors, furniture); interference from other wireless devices and networks; the number of simultaneous users; and the capabilities of the Subscriber's own devices, weather conditions, foliage (trees), distance from the access point, or lack of direct line-of-sight.
- B2.2. The speed parameters for Wireless Service are as follows:
- (a) Advertised speed: as per tariff plan (represents the best attainable speed under optimal conditions);
 - (b) Minimum speed: as specified in the Subscriber's Service Order / Contract Summary for the relevant tariff plan, measured at the Provider's access point under normal operating conditions;
 - (c) Normally available speed: at least 70% of the advertised speed under typical usage conditions.
- B2.3. The Subscriber acknowledges that due to the inherent nature of wireless technology, the speed guarantees and remedies set out in Article 8 and 9 of the General Terms apply only where the deviation from stated parameters is attributable to the Provider's network and not to the Subscriber's devices or local wireless environment.

ARTICLE B3. CONNECTION AND ACTIVATION

- B3.1. The Wireless Service shall be provisioned within 30 (thirty) calendar days from the date of the Subscriber's application, subject to coverage availability at the Premises.
- B3.2. Installation works may include installation and configuration of a wireless router or access point at the Premises. The Activation Date is recorded in the Provider's system and

constitutes delivery of the Service without the requirement for any additional acceptance document.

ARTICLE B4. EQUIPMENT — WIRELESS SERVICE

B4.1. For the Wireless Service, the Provider may supply the Subscriber with a wireless router or access point. All such Equipment remains the property of the Provider in accordance with Article 4 of the General Terms.

B4.2. The Subscriber shall ensure the security of the Wi-Fi password provided and shall not share access credentials with persons who are not lawfully residing at the Premises. In the event of suspected compromise of access credentials, the Subscriber shall notify the Provider immediately for credential reset.

ARTICLE B5. FAULT RESOLUTION

B5.1. In the event of a fault to the Wireless Service, the Provider shall restore the Service within 3 (three) business days from the reporting of the fault, subject to the exceptions in Article 9.4 of the General Terms.

SCHEDULE C
ACCEPTABLE USE POLICY (AUP)
Integral part of the Agreement

ARTICLE C1. PURPOSE AND SCOPE

C1.1. This Acceptable Use Policy governs the permissible use of the Services by the Subscriber. By accepting the Agreement, the Subscriber agrees to comply with this Policy.

C1.2. The Services are provided exclusively for personal, non-commercial use at the Premises unless a business tariff plan is expressly agreed.

ARTICLE C2. PROHIBITED USES

The Subscriber shall not use the Services for:

- resale or transfer of access to third parties who are not lawfully residing at the Premises;
- commercial internet provision to third parties;
- any activity that violates applicable Cyprus or EU law;
- transmission of unsolicited bulk communications (spam);
- hacking, unauthorised access to systems, or any form of cybercrime;
- DDoS attacks or distribution of malware or viruses;
- accessing, distributing, or transmitting illegal content, including CSAM;
- any activity that may endanger the security of the State or public order;
- harassment, threats, or defamatory communications;
- actions that may disrupt or damage the Provider's network or the networks of third parties.

ARTICLE C3. ENFORCEMENT

C3.1. In the event of detected violations of this Policy, the Provider may: issue a written warning; temporarily restrict the Service; suspend the Service pending investigation; or terminate the Agreement with immediate effect.

C3.2. The Provider may report violations to the relevant Cyprus law enforcement authorities where required by law or court order.

SCHEDULE D
NETWORK ABUSE POLICY
Integral part of the Agreement

ARTICLE D1. PURPOSE

D1.1. This Network Abuse Policy forms an integral part of the Agreement and governs the prevention, detection, investigation, and handling of network abuse, cybersecurity incidents, and unlawful use of the Services.

D1.2. The purpose of this Policy is to protect:

- (a) the integrity, availability, and security of the Provider's network;
- (b) other Subscribers and internet users;
- (c) the Provider's infrastructure and reputation;
- (d) compliance with applicable Cyprus and EU legislation.

ARTICLE D2. PROHIBITED NETWORK ABUSE

The Subscriber shall not use the Services for any activity that may compromise the security, stability, or lawful operation of the Provider's network or third-party systems, including but not limited to:

- (a) unauthorised access to systems, networks, or data;
- (b) hacking, phishing, spoofing, or credential theft;
- (c) distribution of malware, ransomware, spyware, viruses, or malicious code;
- (d) operation of botnets or participation in coordinated cyberattacks;
- (e) DDoS attacks, flooding, packet injection, or traffic amplification attacks;
- (f) mass unsolicited communications (spam);
- (g) operation of open proxies, open relays, or malicious VPN services;
- (h) port scanning, vulnerability scanning, or penetration testing without lawful authorisation;
- (i) distribution or storage of illegal content;
- (j) activities violating applicable cybersecurity, telecommunications, or criminal legislation.

ARTICLE D3. SECURITY MONITORING

D3.1. The Provider may implement reasonable and proportionate technical measures to detect, prevent, and mitigate network abuse, cyber threats, and security incidents.

D3.2. Such measures may include:

- (a) automated traffic analysis;
- (b) malicious traffic filtering;

- (c) temporary IP blocking;
- (d) rate limiting;
- (e) DDoS mitigation systems;
- (f) abuse monitoring systems.

D3.3. Any monitoring activities shall be carried out in compliance with applicable data protection and privacy legislation.

ARTICLE D4. INCIDENT RESPONSE

D4.1. Where the Provider reasonably suspects network abuse or a cybersecurity incident associated with the Subscriber's Service, the Provider may:

- (a) issue a warning notice;
- (b) temporarily restrict specific traffic;
- (c) temporarily suspend the Service;
- (d) request the Subscriber to remove compromised devices or malicious content;
- (e) immediately block malicious traffic where necessary to protect the network.

D4.2. The Provider shall apply such measures only to the extent reasonably necessary and proportionate to protect network security and operational stability.

D4.3. The Provider may restore the Service once the abuse, threat, or security issue has been resolved.

ARTICLE D5. COOPERATION WITH AUTHORITIES

D5.1. The Provider may cooperate with:

- (a) OCECPR;
- (b) Cyprus law enforcement authorities;
- (c) competent cybersecurity authorities;
- (d) courts or regulatory authorities,

where required under applicable law or lawful order.

D5.2. The Provider may preserve and disclose relevant information where legally required for:

- (a) investigation of cybercrime;
- (b) compliance with lawful interception obligations;
- (c) protection of network security;
- (d) prevention of fraud or abuse.

ARTICLE D6. SUBSCRIBER RESPONSIBILITIES

The Subscriber undertakes to:

- (a) maintain reasonable security of connected devices;
- (b) use updated software and security protections where reasonably possible;
- (c) promptly notify the Provider of suspected compromise or unauthorised use of the Service;
- (d) not connect equipment that may endanger network security.

ARTICLE D7. LIABILITY

D7.1. The Subscriber remains responsible for all use of the Service originating from the Subscriber's connection unless proven otherwise.

D7.2. The Provider shall not be liable for temporary restrictions or suspensions reasonably implemented for cybersecurity protection, abuse prevention, or lawful compliance purposes.

SCHEDULE E
TRAFFIC MANAGEMENT POLICY

Integral part of the Agreement

ARTICLE E1. PURPOSE

E1.1. This Traffic Management Policy describes the traffic management measures applied by the Provider in connection with the provision of Internet Access Services.

E1.2. The Provider applies traffic management measures in accordance with:

- (a) applicable Cyprus electronic communications legislation;
- (b) the principle of open internet access and network neutrality.

ARTICLE E2. OPEN INTERNET PRINCIPLE

E2.1. The Provider treats internet traffic equally, without discrimination, restriction, or interference, irrespective of:

- (a) sender or receiver;
- (b) content accessed or distributed;
- (c) applications or services used;
- (d) terminal equipment used.

E2.2. The Provider does not:

- (a) block lawful content or applications;
- (b) throttle lawful traffic for commercial reasons;
- (c) prioritise paid traffic over other traffic;
- (d) engage in discriminatory traffic practices.

ARTICLE E3. PERMITTED TRAFFIC MANAGEMENT MEASURES

E3.1. The Provider may apply reasonable traffic management measures only where necessary and proportionate for:

- (a) compliance with applicable laws, court orders, or regulatory obligations;
- (b) preservation of network integrity and security;
- (c) prevention or mitigation of cyberattacks or malicious traffic;
- (d) temporary and exceptional network congestion management;
- (e) prevention of spam, malware, or abusive traffic;
- (f) protection of Subscribers and network infrastructure.

E3.2. Any such measures shall:

- (a) be transparent;
- (b) be proportionate;
- (c) not be based on commercial considerations;
- (d) be maintained only for the period necessary.

ARTICLE E4. CONGESTION MANAGEMENT

E4.1. In cases of temporary or exceptional network congestion, the Provider may implement proportionate traffic management measures designed to minimise the impact on overall

network performance.

E4.2. Congestion management measures may include:

- (a) temporary bandwidth balancing;
- (b) traffic prioritisation for latency-sensitive services during exceptional congestion;
- (c) temporary rate limitation of abnormal traffic flows.

E4.3. Any congestion management measures shall be applied on a non-discriminatory basis and only for the duration necessary to maintain network stability.

ARTICLE E5. SECURITY AND CYBER PROTECTION

E5.1. The Provider may apply technical measures necessary to:

- (a) detect and mitigate DDoS attacks;
- (b) block malicious or harmful traffic;
- (c) prevent malware propagation;
- (d) preserve network availability and resilience.

E5.2. Such measures may result in temporary restriction of specific traffic where strictly necessary for cybersecurity purposes.

ARTICLE E6. IMPACT ON SERVICE QUALITY

E6.1. The traffic management measures described in this Policy are designed to minimise any impact on:

- (a) privacy;
- (b) personal data protection;
- (c) service quality;
- (d) internet access performance.

E6.2. The Provider shall not apply traffic management measures that continuously or regularly degrade the quality of the Service beyond what is reasonably necessary for lawful and proportionate network management.

ARTICLE E7. TRANSPARENCY

E7.1. Information regarding applicable traffic management measures is made available to Subscribers through:

- (a) this Policy;
- (b) the Contract Summary;
- (c) the Provider's website.

E7.2. Subscribers may contact the Provider for additional information regarding traffic management practices or network neutrality compliance.

ARTICLE E8. REGULATORY COMPLIANCE

E8.1. This Policy shall be interpreted in accordance with applicable EU and Cyprus electronic communications legislation and guidance issued by OCECPR.

E8.2. The Provider reserves the right to amend this Policy where required by:

- (a) legislation;
- (b) regulatory requirements;
- (c) cybersecurity obligations;
- (d) operational network security needs.

SCHEDULE G
CONTRACT SUMMARY TEMPLATE

Pre-contractual information — to be provided to each Subscriber prior to acceptance (EU Directive 2018/1972 / EECC)

The following Contract Summary shall be provided to each Subscriber prior to conclusion of the Agreement, in a clear and readable format. The Summary is published on the Provider's website and may be provided electronically or in printed form.

| FIELD | INFORMATION |
|---|--|
| Provider | NCDC COMMUNICATIONS LTD, Registration № HE 414282, Cyprus |
| Service name | Tariff plan name: Home — Fixed Fibre / Wireless Wi-Fi Internet Access |
| Advertised download speed | 200 Mbps |
| Advertised upload speed | 60 Mbps |
| Minimum download speed (wired) | 100 Mbps ($\geq 50\%$ of advertised) |
| Normally available download speed (wired) | 160 Mbps ($\geq 80\%$ of advertised, $\geq 90\%$ of the time) |
| Maximum download speed | 200 Mbps |
| Maximum upload speed | 60 Mbps |
| Minimum upload speed (wired) | 30 Mbps ($\geq 50\%$ of advertised) |
| Normally available upload speed (wired) | 48 Mbps ($\geq 80\%$ of advertised, $\geq 90\%$ of the time) |
| Wi-Fi speed note | Speeds over Wi-Fi may be lower due to wireless technology limitations |
| Monthly price (incl. 19% VAT) | EUR 35 |
| Contract duration | Open-ended (no minimum term) |
| Minimum notice to terminate | 7 calendar days (by the Subscriber) |
| Installation / activation fee | EUR 20 (if applicable) |

| | |
|---|--|
| Equipment deposit | N/A — Equipment remains Provider's property |
| Billing cycle | Monthly (prepaid, one calendar month cycle) |
| Traffic management | Applied only for legal compliance, network security, and congestion — see Schedule E |
| Service name | Tariff plan name: Premium — Fixed Fibre / Wireless Wi-Fi Internet Access |
| Advertised download speed | 500 Mbps |
| Advertised upload speed | 120 Mbps |
| Minimum download speed (wired) | 250 Mbps ($\geq 50\%$ of advertised) |
| Normally available download speed (wired) | 400 Mbps ($\geq 80\%$ of advertised, $\geq 90\%$ of the time) |
| Maximum download speed | 500 Mbps |
| Maximum upload speed | 120 Mbps |
| Minimum upload speed (wired) | 60 Mbps ($\geq 50\%$ of advertised) |
| Normally available upload speed (wired) | 96 Mbps ($\geq 80\%$ of advertised, $\geq 90\%$ of the time) |
| Wi-Fi speed note | Speeds over Wi-Fi may be lower due to wireless technology limitations |
| Monthly price (incl. 19% VAT) | EUR 45 |
| Contract duration | Open-ended (no minimum term) |
| Minimum notice to terminate | 7 calendar days (by the Subscriber) |
| Installation / activation fee | EUR 20 (if applicable) |
| Equipment deposit | N/A — Equipment remains Provider's property |
| Billing cycle | Monthly (prepaid, one calendar month cycle) |
| Traffic management | Applied only for legal compliance, network security, and congestion — see Schedule E |

| | |
|---|--|
| Service name | Tariff plan name: Ultra — Fixed Fibre / Wireless Wi-Fi Internet Access |
| Advertised download speed | 1000 Mbps |
| Advertised upload speed | 250 Mbps |
| Minimum download speed (wired) | 500 Mbps ($\geq 50\%$ of advertised) |
| Normally available download speed (wired) | 800 Mbps ($\geq 80\%$ of advertised, $\geq 90\%$ of the time) |
| Maximum download speed | 1000 Mbps |
| Maximum upload speed | 250 Mbps |
| Minimum upload speed (wired) | 125 Mbps ($\geq 50\%$ of advertised) |
| Normally available upload speed (wired) | 200 Mbps ($\geq 80\%$ of advertised, $\geq 90\%$ of the time) |
| Wi-Fi speed note | Speeds over Wi-Fi may be lower due to wireless technology limitations |
| Monthly price (incl. 19% VAT) | EUR 55 |
| Contract duration | Open-ended (no minimum term) |
| Minimum notice to terminate | 7 calendar days (by the Subscriber) |
| Installation / activation fee | EUR 20 (if applicable) |
| Equipment deposit | N/A — Equipment remains Provider's property |
| Billing cycle | Monthly (prepaid, one calendar month cycle) |
| Traffic management | Applied only for legal compliance, network security, and congestion — see Schedule E |
| Complaint contact | holitec.cy@gmail.com +357 80077100 WhatsApp/telegram: 99943618 |
| Complaint handling is free of charge: YES | YES |
| Regulatory authority | OCECPR — http://www.ocecpr.org.cy |

| | |
|---------------------|--|
| Right of withdrawal | 14 days from conclusion (remote contracts) |
|---------------------|--|

This Contract Summary is provided for information purposes prior to conclusion of the Agreement. The full terms of the Agreement are set out in the General Terms and Conditions and applicable Schedules, available at <https://holitec.cy>.