

COSMOTE Mobile Internet Prepaid – Terms & Conditions of Use

General

“COSMOTE MOBILE TELECOMMUNICATIONS S.A.” (“COSMOTE ΚΙΝΗΤΕΣ ΤΗΛΕΠΙΚΟΙΝΩΝΙΕΣ Α.Ε.”) with distinctive title “COSMOTE”, with registered head office in Marousi, 99 Kifisias Ave., (hereinafter referred to as COSMOTE) with Registration Number in the S.A. Register 36581/01AT/B/96/449 (2008) and Provider registration number as per art. 4 of Law 2251/1994, 318/06, created the Service **COSMOTE Mobile Internet Prepaid** (hereinafter referred to as the “Service”) which provides Internet access without concluding an agreement in this respect.

The use of the Service **COSMOTE Mobile Internet Prepaid** is subject to the following Terms & Conditions of Use (hereinafter referred to as “Terms”), that subscribers are kindly advised to read carefully and to abide by. COSMOTE considers that the subscribers, prior to using the Service **COSMOTE Mobile Internet Prepaid**, have read the Terms, as these are in effect at any given time, and have accepted them unconditionally. The use of the Service **COSMOTE Mobile Internet Prepaid** presupposes unconditional acceptance of the hereby Terms. If any subscriber does not agree with the Terms, he/she should not proceed with the use of the Service.

COSMOTE reserves the right to modify, at any time and without notice, the hereby Terms, assuming, at the same time, the obligation to update the hereby text each time it carries out modifications or additions.

The use of the Service is permitted to adults only. In the case that minors use the Service and the website, COSMOTE bears no responsibility and reserves the right not to provide its services.

In the case that some terms are deemed null and void by the Greek Courts, their annulment does not bring about the same effect to the remaining terms. Non-exercise, by COSMOTE, of any of its rights, which arise from the hereby Terms, does not constitute a waiver of such rights. COSMOTE does not bear any responsibility for breaching the hereby Terms as a result of force major events, such as, indicatively, extreme weather conditions, earthquakes, floods, fires, emergency situations etc.

Activation of the Service **COSMOTE Mobile Internet Prepaid** and access to the Internet is provided for areas which are covered by the COSMOTE network. The subscriber can visit our website, www.cosmote.gr, for more information regarding the areas covered by the COSMOTE network.

Use of the Service **COSMOTE Mobile Internet Prepaid** outside Greece is not possible.

Description of the Service

The Service **COSMOTE Mobile Internet Prepaid** is addressed to subscribers with a personal computer and a wireless modem who wish to benefit from wireless Internet access whenever and wherever they need it, without being bound by a contract and monthly fixed costs (prepaid Internet use). The subscribers of the Service do not receive a mobile telephone bill.

Specifically, the subscribers of the Service can have Internet access up to a usage limit, selecting the respective Internet access time pass.

Each subscriber can activate a prepaid connection **COSMOTE Mobile Internet Prepaid** by purchasing one of the connection packs:

1. **COSMOTE 4G Pocket WiFi** (contains a **COSMOTE Mobile Internet Prepaid** SIM card, a brief instructions guide and 4G Pocket Wi-Fi Router)
2. **COSMOTE 4G Wi-Fi Router** (contains a **COSMOTE Mobile Internet Prepaid** SIM card, a brief instructions guide and a 4G Wi-Fi Router)
3. **SIM Only Pack** (contains a **COSMOTE Mobile Internet Prepaid** SIM card and a brief instructions guide)
4. **Student Full Pack** (contains a **COSMOTE Mobile Internet Prepaid** SIM card, a brief instructions guide and a wireless modem of type USB Stick)

The connection pack "Student Full Pack" is available for a new activation only to adult students which are enrolled to the following institutes and have not exceeded the nominal duration of study, as this has been defined per institute:

- Public Universities and Technical Educational institutes, including the Hellenic Open University
- Institutes of Vocational Training
- Theological & Clergy Schools
- Police and military academies
- Commercial naval, Coast Guard and Fire Service Academies

The subscribers can activate the "Student Full Pack" by completing the activation process, which involves the presentation of their student ID, in one of the stores of the COSMOTE Sales network. Once the subscriber completes the nominal duration of study of his/her school it will not be possible to use the respective Internet Time Pass of Student Full Pack connection. In this case, the subscriber will be able to use the "COSMOTE Mobile Internet prepaid" service by choosing one of the available Internet Time Passes of "COSMOTE Mobile Internet Prepaid" service for the non-student subscribers. Any remaining monetary value in the connection of the user can be used for the activation of the available Internet Time Passes of "COSMOTE Mobile Internet Prepaid" service

When purchasing any connection pack, COSMOTE usually offers a free amount for Service use (initial bonus), which is inscribed on the packaging. Any initial bonus amount is credited to the account of the subscriber, when he/she activates the connection. The available monetary balance of the account **COSMOTE Mobile Internet Prepaid** cannot be transferred, can only be consumed for use of the Service and is not refundable to the user.

Duration of Use The subscriber can use the connection in order to access the Service for twelve (12) months further to its initial activation, by selecting, each time, the corresponding Internet access time pass. The subscriber can top up his/her available balance in the following ways, as per below. Any time the subscriber tops up, via the Service, his/her available monetary balance, he/she renews the access period for an additional 12 months from the last renewal. Nevertheless, he can, for one month after the expiry of the 12 month period, receive SMS and renew his/her monetary balance. After the lapse of the 13th month, the connection is deactivated. If 3 months lapse without topping up the available monetary balance, the subscriber loses the amount.

Required Devices for the Service COSMOTE Mobile Internet Prepaid

The subscriber of the Service must possess a desktop computer or laptop and a wireless modem compatible with one of the following mobile network technologies 2G/3G/HSPA. The Full Pack & Student Full Pack include a wireless modem compatible with the COSMOTE network, 2G/3G/HSPA technologies and is addressed to subscribers who do not own a modem compatible with the COSMOTE network. If the subscriber uses a wireless modem with an operating system that does not have preinstalled functions to access the COSMOTE network, he/she will have to read the instructions manual of the device and select the connection profile of the modem in APN, by choosing Internet and inputting in the dialup box the alphanumeric *99#.

For any clarification or assistance as regards devices which are distributed together with the Full Pack, the subscriber can call (with charge) COSMOTE Customer Services (24 hours/ 7 days a week) at 13888 from their COSMOTE mobile phone or at 6971013888 from abroad.

Time Access Pass

The Service **COSMOTE Mobile Internet Prepaid** provides:

1. Internet access
2. Reception of SMS to the subscription number without charge

With any SIM card **COSMOTE Mobile Internet Prepaid** which is included in the connection packs, a corresponding connection number COSMOTE (MSISDN) is assigned, which is used in order to receive SMS. Receiving SMS presupposes that the operational system of the wireless modem of the subscriber supports this function (the wireless modem included in the Full Pack supports this function).

Access to the Internet is possible by activating the respective Internet access time pass and is valid only for home usage.

The activation of the Internet access time pass is performed through a special web interface of COSMOTE which is denominated website **COSMOTE Mobile Internet Prepaid** .

The available options of Internet access time pass are:

Internet Access Time	Price (€) including VAT (Internet Access Time Pass)	Maximum Usage per time pass (GB)*
30 days	10	2
30 days	25	10
365 days	80	40

The available options of Internet access time pass for Student Full Pack are:

Internet Access Time	Price (€) including VAT (Internet Access Time Pass)	Maximum Usage per time pass (GB)*
30 days (720 hours)	6	4

*1 GB =1024 MB και 1 MB =1024 KB.

To activate an Internet access time pass, the subscriber must select the respective Internet access time pass and to confirm that he/she wishes to deduct the corresponding amount from the available balance of his/her account, if sufficient. If the remaining account balance of the subscriber does not suffice in order to purchase an Internet access time pass, then the respective choice remains inactive and the subscriber must top up his monetary balance.

Every time he/she wants to activate a respective Internet access time pass, the subscriber must accept the hereby Terms.

Every Internet access time pass lasts from the time of its activation until the respective timeframe, in hours, expires, time at which the service is automatically deactivated, except in the case where the maximum usage limit is reached beforehand. During the time in which the Internet access time pass is active, the subscriber can connect to or disconnect from the COSMOTE network as many times as he/she wishes.

Calculation of the data transfer volume is done per 1KB from the COSMOTE network. When the remaining usage is 0, the pass automatically deactivates and the subscriber is directed to the homepage of the Service website. The user can refer to the website of the Service and by clicking on the option "Remaining Usage", he/she can find out the data transfer(expressed in MB, 1MB=1024KB) balance for his active Internet access time pass.

In case that a subscriber activates a new GB pack before the expiration of an existing one, the sum of GBs of all enabled packs can be used up to the expiration date of the pack that has the latest expiration date.

Website COSMOTE Mobile Internet Prepaid

COSMOTE has created a special website, available at <http://ciotgprepaid.cosmote.gr>, in order for the **COSMOTE Mobile Internet Prepaid** subscribers to be able to:

- Activate a Time Access Pass whenever he/she wants to, the charge being debited to his/her account balance
- Learn about the expiration date of an active Time Access Pass and the remaining data transfer balance
- Top up his/her account balance
- Learn about current charges and the hereby Terms
- See the **COSMOTE Mobile Internet Prepaid** SIM card number
- Select the desired language for SMS messages sent from COSMOTE, for the specific Service (from Greek to English or vice-versa)

The access to website **COSMOTE Mobile Internet Prepaid** is exclusively permitted to subscribers of the service and is not charged. Furthermore, access to the website <http://www.cosmote.gr> is free of charge and permitted even if the user has not activated an Internet access time pass.

In the case that a subscriber has not activated an Internet access time pass, he/she will not be able to visit any other websites and will be automatically directed to the Service website in order to activate a new one.

Balance Top Up

Subscribers may top up their remaining balance of **COSMOTE Mobile Internet Prepaid**, with any of the following ways:

A. Using a Top Up Card of the Service

Each top up card (either scratch card or e-Voucher) has a valid, unique 16-digit code. Further to a successful top up of your balance by using the 16-digit code, the code is annulled. Top up using a top up card is performed on the website of the Service, via the option Top Up (Remaining Balance). Specifically, the user who selects Top up, in a specific window, inputs the valid, secret 16-digit code of the top up card. In case the user inputs a non-valid code, he/she will receive an SMS informing him to try again.

B. Using COSMOTE Easy Transfer

COSMOTE subscribers may transfer a monetary amount choosing from 5€, 10€, 15€, 20€ or 30€ to the **COSMOTE Mobile Internet Prepaid** phone number they wish. Further information is available at www.cosmote.gr and may be provided by Customer Care call centre.

C. Visiting a point of sale

Subscribers may visit a COSMOTE, GERMANOS, OTESHOP or COSMOTE partner's point of sale and top up their balance paying any amount starting from 5€ and up to 100€. They must specify the **COSMOTE Mobile Internet Prepaid** SIM card number which can be found at the website of the Service and is also written on the connection pack.

If a balance top up is successfully performed, a confirmation SMS will be sent to the number of the **COSMOTE Mobile Internet Prepaid** SIM card, which will inform the subscriber of the new available balance of his/her account. Furthermore, the available balance of the subscriber's account can be seen at the website of the Service.

For every top up transaction, an extra monetary amount is offered as a bonus credited to the remaining balance of COSMOTE Mobile Internet Prepaid subscriber. Bonus is derived according to the following scheme:

- For top up amounts between 20€ and 49,99€: bonus is 10% of the top up amount
- For top up amounts between 50€ and 100€: bonus is 15% of the top up amount

D. Top Up with the use of Credit or Debit Card:

Top Up via Credit or Debit card can be realized on the webpage of the Service through the Top Up option. In particular, the user who selects Top Up, also has the option of Top Up via Credit or Debit Card displayed on a related window. Top Up is possible with the use of credit cards, such as VISA, MASTERCARD & MAESTRO. The aforementioned Service is provided in collaboration with the National Bank of Greece, which provides specialized systems for the secure transmission of the credit/debit card details. The screen where credit card details are filled in as well as the completion of the transactions take place in the web environment of the National Bank of Greece (www.nbg.gr), which collects the data directly without any interference by COSMOTE, which does not have any access to data such as card number, expiry date and cvv2. Therefore, COSMOTE bears no responsibility whatsoever for issues that might occur in relation to any of the above data. For any doubt or/and query regarding charges on their credit/debit card, Subscribers should contact directly the bank that has issued their card.

Limited liability of COSMOTE

- COSMOTE bears no responsibility as regards the content, exactness, compatibility, accuracy or appropriateness of the information which the user receives via its network or the Internet. Furthermore, it is not liable for the content that the user introduces, registers or transfers within its network or the Internet. Consequently, it is not liable for any potential damage falling upon the user or any third party as a result of the aforementioned actions
- COSMOTE will not be implicated in any conflicts or differences between the users and third parties which may arise from or/during the use of its network
- COSMOTE is not liable for any indirect, consequential damage or illicit profit of any kind or form, arising from the provision of the Service
- COSMOTE is not liable against its clients/users for any damages that may arise from the use of the Service
- COSMOTE is not liable in case the user loses his/her top up card or coupon code or his SIM access card and then he realizes that these have been used by someone else
- COSMOTE MOBILE TELECOMMUNICATIONS S.A. "COSMOTE-KINHTEΣ THΛEΠIKOINΩNIΕΣ A.E." bears no responsibility in case the system and/or network

and/or Service is not available to the user due to force major events, for the entire duration these persist

- In no case does COSMOTE bear responsibility for any claims of legal, civil or penal nature, nor for any damage (direct, special or consequential, which indicatively and not limited to, disjunctively or/and cumulatively, implies loss of profit, of data, illicit profit, financial settlement etc.) from users of the Service or third parties, for any reason related to the operation or not and/or the use and/or the failure to provide the services and/or the information which is displayed on the website and/or any potential accepted third party interference with products and/or services and/or information which is provided via the website
- In case the website of the Service provides links to websites of third parties (via the Internet), these (third parties: website providers) have full (civil and penal) liability for the security, validity and legality of the content displayed on their websites and their services, exempting COSMOTE of any liability, indicatively any liability as regards intellectual property rights, copyrights or any other third party right. As a result, the users are obliged to address third parties (providers of websites) directly for anything that may arise from using and/or visiting their websites. Even though users accept that COSMOTE is not obliged nor is it obligated to verify the security and content of websites and services provided by third parties to which it provides access to, it however reserves the right, at any time, to exclude, modify or discontinue any service or connection to third party websites if, according to its judgment, it believes it is threatened or they violate the law or the hereby Terms
- COSMOTE MOBILE TELECOMMUNICATIONS S.A. "COSMOTE-KINHTEΣ THΛEΠIKOINΩNIΕΣ A.E." is not obliged to monitor and to review the use of the Service on behalf of each user, and as a result, the content to which he/she has access to or transfers. However, COSMOTE MOBILE TELECOMMUNICATIONS S.A. "COSMOTE-KINHTEΣ THΛEΠIKOINΩNIΕΣ A.E." maintains the right to observe, review, inspect and/or disclose any necessary information which is required in conformity with the current legislation, administrative or judicial proceeding, further to a respective order or ruling, at the same time informing the user as regards to these actions

Intellectual property rights

With the exception of third party rights, the content of the website of the Service, including the pictures, the graphics, the photographs, charts, texts, provided services and products form part of the intellectual property of COSMOTE and are protected according to the provisions of the Greek law, European law and the international conventions.

Any copy, distribution, transfer, alteration, resell, procurement or deceiving the public as regards the actual Owner of website Content of the Service, is strictly forbidden. Any reproduction, reissuance, upload, announcement, spreading or transmission or any other use of the Content, in any way or form, for commercial or other purposes, is allowed only with the prior written consent of COSMOTE or of any other beneficiary of the intellectual property rights. The names, images, logos and distinctive markings which are included in the website of the Service are exclusive trademarks of COSMOTE or of third parties, protected according to the respective laws on trademarks. Their display on the website of the Service must not be considered in any way or form a transfer or concession of authorization or right for their use.

Acceptable Use and Code of Conduct-Obligations of User

The users accept, agree and acknowledge that use of the Service will be in conformity with the law and in good faith. Consequently, the users, indicatively and not limited to, agree with the following:

- To use devices that do not interfere with the operation of the COSMOTE network.
- They will not use and they will not allow third parties to use the Service for immoral or illicit purposes.

Specifically the users are forbidden to use the Service with the purposes of:

- causing harm to a minor
- transferring in any way or accessing content that violates any third party rights, or offends the personality of third parties or abuses in any way or form the personal and social rights of third parties, or is in direct breach of the law.
- infringing in any way the private life and personal and social rights of other users (such as collection or/and saving of personal data of other users).
- transmitting, publishing or sending, by e-mail, or any other means, any Content, which is in direct breach of the law as well as fair trade practices, invading in any way the privacy and breaching the personal and social rights of third parties, is illegal, harmful, threatening, offensive, irritating, slanderous, defamatory, vulgar, indecent, libelous, constituting a violation of third party confidentiality terms, shows empathy or expresses racial, nationalistic or other types of discrimination
- transmitting, publishing or sending, by e-mail, or any other means, any Content, for which users do not have the right to transmit based on the law or on their contractual and administrative functions (such as inter-company information, proprietary and confidential information, obtained or came to their attention as a result of their employment with the firm, information extensively covered in the confidentiality agreements they signed).
- transmitting, publishing or sending, by e-mail, or any other means, any Content, which violates any patent, trademark, trade secret, intellectual property rights or other proprietary third party rights.
- deceiving anyone as to the origin of the content of the **COSMOTE Mobile Internet Prepaid** website, harming in any way the reputation of COSMOTE and/or that of third parties.
- endangering the security of the COSMOTE network.
- impeding anyone from accessing the services or bypassing identity control.
- installing and promoting, in any way, any type of self or unauthorized advert or spam messages which were not requested by the receiving party, chain letters, pyramid schemes and any other type of unwanted content transfer.
- promoting and/or providing content which includes malicious spyware or programs designed to interfere, destroy or restrict the operation of any software or telecommunication device or to impede other users from benefitting from the COSMOTE services.
- accessing data of other Users or Company information which are not publicly available,
- disturbing the proper operation of the networks and, in general, undermining and downgrading the level of security of the Company's Systems.
- disclosing information which includes personal data.
- violating, volitionally or unintentionally, the current legislation or the legal provisions.

In the case that the user acquires access to the network via the COSMOTE services, he/she is obligated to correctly and lawfully utilize them, and to abide by the code of conduct of the Internet (e.g. RFC 1087 Ethics and the Internet).

The user must immediately inform COSMOTE in case any of the following comes to his/her attention:

- any security gap which endangers the confidentiality of his/her communication, that of other subscribers or of third parties.
- unsuitable conduct or unauthorized use as regards any product or service.

The user must abide by all the aforementioned measures to ensure the confidentiality of his/her communication, according to his/her judgment and the guidelines received from COSMOTE.

The user can rightfully gain access exclusively and only to communication data concerning him/her or are publicly available, or for which prior permission to gain access has been granted, pursuant to the law or the decisions of the competent authorities.

In the case that the users do not meet any of their legal or contractual obligations, as regards acceptable use and code of conduct, COSMOTE is entitled to exercise any of its legal rights.

For any illegal or conflicting use as regards the Terms of Use, in effect at the time, COSMOTE is entitled to exercise any of its legal rights as well as to claim any direct or consequential damage arising thereof.

Network availability

COSMOTE makes all possible efforts to maintain and make the Service available. The users, however, accept that COSMOTE has the right to modify and/or to temporarily or permanently discontinue, entirely or partly, and/or with or without notification to the users, the provision of the Service, given that availability may be influenced by the devices of the users, other communication networks, a large number of people attempting to use the Service simultaneously, or for other reasons. In this respect, COSMOTE is not liable for any type of damage (direct, consequential, resulting from negligence, contractual or other) caused to Users arising from failure to access the network, its total or partial failure, delay, non-delivery, interruption or bad quality signal of network services, loss of content, the existence of any type of errors. In any case, COSMOTE reserves the right to discontinue, at any time, temporarily or indefinitely, the operation of the Service's website, in its entirety or parts thereof, for purposes of maintenance or upgrade, or for any other reason.

Even if COSMOTE makes all possible efforts to protect the website of the Service from electronic viruses, it cannot guarantee a virus-free environment. In this respect, every user must ensure he/she is properly protected (use of antivirus, a virus scanner or other virus protection software) before using the website of the Service or saving information, software or content thereof on his/her PC.

The user is forbidden to concede the use, to sublet, to resell and to provide for commercial exploitation the services that are provided via the COSMOTE MOBILE TELECOMMUNICATIONS S.A. ("COSMOTE- ΚΙΝΗΤΕΣ ΤΗΛΕΠΙΚΟΙΝΩΝΙΕΣ Α . Ε .") network.

Security

COSMOTE recognizes the importance of personal data security, as well as that of electronic transactions, and has taken all necessary measures, in combination with the most modern and advanced technology, so as to ensure the highest possible level of security.

Client identification

The subscriber to the Service is identified by the COSMOTE network based on the SIM card which is provided in the connection pack of the Service. COSMOTE is not responsible for any damage or liability that may arise to the users from the unwarranted or illicit use of the Service by third parties and maintains the right to ask for compensation from the user, in the case in which damages are caused by the unwarranted or illegal use of the website of the Service. COSMOTE has the right to discontinue the provisions of the Service to the user, at any time, and to deny any current or future use in case of violation of the Terms and Conditions of Use.

COOKIES

COSMOTE may use cookies for identifying the user. Cookies are small text files which are saved on the hard drive of the user, they do not gain file or other document information from his/her computer and are only used to enable user access to specific services and for statistical purposes in order to determine the areas where the services provided on the webpage of the Service are useful or popular, or for marketing reasons. The User can program its server so as to block cookies, either totally or per case. However in this case the user cannot have further access to these services.

Personal Data Protection

The personal data of subscribers will be kept and processed by COSMOTE in order to provide its services. The subscriber has, within the boundaries set by the law with reference to confidentiality of telecommunications and of personal data, the right to information and objection, provisioned in articles 11 to 13 of law 2472/1997 regarding personal data (further to a written request and for a set fee established by the respective provision of L. 2472/1997).

Contact Info

For any further information regarding **COSMOTE Mobile Internet Prepaid**, the subscribers can call COSMOTE Customer Care (available 24 hours a day) at 13888 or at +30 697 10 13888 if they are abroad. Further info on the call charges to Customer Care is available at www.cosmote.gr.

Furthermore, the subscribers can contact COSMOTE by visiting its website www.cosmote.gr, as well as via its postal address COSMOTE MOBILE TELECOMMUNICATIONS S.A. "COSMOTE-KINHTEΣ THΛEΠIKOINΩNIEΣ A.E.", 44 Kifisias Ave., Marousi 151 25 Athens.