

1. Subscriber Information

Fill in all fields with the subscriber's details.

Type of Business / Company ☐ GP ☐ LP ☐ S.A. ☐ PC ☐ LLC ☐ Sole Proprietorship ☐ Other

Registered Name: _____ Trade Name: _____

Tax Identification Number (TIN): _____ Tax Office: _____

Is the company exempt from VAT? Yes ☐ No ☐

City: _____ Country: _____ Address: _____ Postal Code: _____

2. Legal Representatives' Information

Fill in all fields with the subscriber's details.

	Legal Representative 1	Legal Representative 2
First Name		
Last Name		
Father's Name		
Identification Document Number		

3. Service Details

Enter the corresponding number for each item if you wish to request number allocation, incoming voice channels, or other services.

modulus in Bundle

- ☐ x in **Bundle Standard**
Standard number with 2 inbound channels
- ☐ x in **Bundle Premium**
Standard number with 3 inbound channels
- ☐ x in **Bundle Exclusive**
Standard number with 4 inbound channels
- ☐ x in **Bundle Group**
10 consecutive numbers with 6 inbound channels
- ☐ x in **Bundle Enterprise**
100 consecutive numbers with 15 inbound channels
- ☐ x in **Bundle 800: 2**
μη γεωγραφικός αριθμός σειράς 800
- ☐ x in **Bundle 801: 2**
no geographical number of sequence 801
- ☐ x in **Bundle Custom**
Other

modulus in Trunk + in Number

- ☐ x in **Trunk 10**
with 10 inbound channels
- ☐ x in **Trunk 15**
with 15 inbound channels
- ☐ x in **Number Std**
Standard number
- ☐ x in **Number Prem**
Premium number
- ☐ x in **Number Excl**
Exclusive number
- ☐ x in **Number Custom**
Other

+

- ☐ x in **Trunk 30**
with 30 inbound channels
- ☐ x in **Trunk 60**
with 60 inbound channels
- ☐ x in **Number 10**
10 consecutive numbers
- ☐ x in **Number 100**
100 consecutive numbers
- ☐ x in **Number 801**
no geographical number of sequence 801

modulus vPBX

v PBX starter
up to 4 endpoints
☐

v PBX small
up to 6 endpoints
☐

v PBX medium
up to 8 endpoints
☐

v PBX large
up to 14 endpoints
☐

v PBX advanced
up to 20 endpoints
☐

v PBX enterprise
up to 40 endpoints
☐

modulus justCall

just Call
inbound calls from the modulus network
☐

MS Teams

Integration
with Microsoft Teams
☐

ShortCode

x _____
short code
☐

4. Portability

☐ Yes ☐ No

Please fill in the numbers you wish to transfer. For groups of 10 or 100 consecutive num-bers, fill in the letter X in the variable digits of the group.

1.		6.	
2.		7.	
3.		8.	
4.		9.	
5.		10.	

DECLARATION OF NUMBER HOLDER – PORTABILITY AUTHORIZATION

Under my sole responsibility and being aware of the penalties provided by paragraph 6 of Article 22 of Law 1599/1986, I hereby declare that:

- I am the subscriber of the telephone connections listed above.
- I authorize **modulus S.A.** to terminate the the above-mentioned telephone connections and transfer the numbers to its network or to the network of any other company that **modulus S.A.** may use at any given time. I understand that the termination of these telephone connections constitutes termination of the contract with the previous provider listed in Section 6 for the specific connections, and may affect all services related to the local loop of these connections (including but not limited to: telephony, xDSL, etc.).
- Upon completion of the number portability process, the personal data processing preferences indicated in this application will apply. If I wish to modify any of these preferences, I commit to submitting a completed Personal Data Processing Preferences Change Request to **modulus S.A.**.

5. Contact Information

Please fill in the contact details for the contacts you wish to register and specify the type of notifications they will receive. Notifications related to Account & Payment matters and Technical issues must be designated to at least one of the contacts you provide below. If not specified, the Primary contact will be required to receive them.

	Primary Contact	Contact #2	Contact #3	Contact #4
First Name				
Last Name				
Mobile Phone				
Email				
Landline Phone				

	Notification Preferences (per contact):							
Billing & Payments	☐ Yes	☐ No	☐ Yes	☐ No	☐ Yes	☐ No	☐ Yes	☐ No
Technical Issues	☐ Yes	☐ No	☐ Yes	☐ No	☐ Yes	☐ No	☐ Yes	☐ No
News & Important Updates	☐ Yes	☐ No	☐ Yes	☐ No	☐ Yes	☐ No	☐ Yes	☐ No

6. Privacy Preferences

Please select your preferences regarding the processing of personal data.

Regarding telephone numbers:

I wish to have my number(s) published in the unified telephone directory. ☐

I wish to have my address details published in the unified telephone directory.
(Only applicable if the option above is selected.) ☐

I wish my number(s) to be registered in the opt-out registry for telemarketing campaigns,
in accordance with Article 11 of Law 3471/2006 ☐

Regarding billing statements:

I wish to receive a detailed history of outgoing calls ☐

I wish to have the last three digits of dialed numbers hidden
(only if the above option regarding call history is selected) ☐

7. Additional Options

Please select your preferences regarding the following services:

Contract Duration:

☐ 12 months ☐ 24 months

Billing Frequency:

☐ Per month ☐ Every 2 months

Call Blocking Option*:

☐ Yes ☐ No

*I wish to enable outbound call blocking if my charges exceed the maximum limit as defined in clause 2.12 of the General Terms of Electronic Communications Services.

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF ELECTRONIC COMMUNICATIONS SERVICES

Between the Company under the name "MODULUS ANONYMOUS TELECOMMUNICATIONS AND INFORMATION COMPANY", located in **Halandri, Attica, 311 Messogeion Street, P.O. Box: 152 31**, with VAT: **998301677**, Tax Office: **KEFODE ATHENS**, phone number: 2152151500 a lawfully licensed Telecommunication Service Provider with A.M.: 08-388 (hereinafter referred to as "the Company") and the Subscriber with the details indicated in the previous pages of this Application or at the online Application Form (hereinafter referred to as "the Subscriber"), **have been agreed and mutually accepted the following:**

1. DURATION OF THE AGREEMENT AND TERMINATION CLAUSE

- 1.1. The validity of the Agreement shall commence on the date the Electronic Communications Services are activated. The activation of the Electronic Communications Services may depend on the actions of the relevant Entity/Organization, which is required to act within the timeframes established by applicable legislation. Therefore, the Company shall not be held liable for any delays caused by the Operator/Organization in relation to the activation of the Service.
- 1.2. This Agreement is for a fixed term, with a duration specified in the Application signed by the Subscriber, of which this Agreement forms an integral part. Upon the completion of the initial Contractual Term, the Agreement shall automatically renew for an additional fixed term of 12 months, concurrent with the Subscriber's payment of the annual usage fees for all Services previously received under this Agreement (if such Services are subject to such a fee), unless either the Subscriber or the Company provides written notice requesting non-renewal prior to the Agreement's termination date. Additionally, upon prior written request to the Company, the Subscriber may request renewal of the Agreement for a further 12-month period for only a subset of the Services previously received. In the event that the Services received by the Subscriber do not incur an annual usage fee, the Agreement shall automatically renew without further conditions upon completion of the initial term. The automatic renewal for a fixed term of 12 months will apply under the same conditions each time the initial Contractual Term expires, regardless of whether it follows from the original Agreement based on the term selected by the Subscriber or from subsequent automatic renewals. The Subscriber shall remain fully responsible for the payment of all charges arising from the provision of the Electronic Communications Services until the permanent termination of the Agreement.
- 1.3. The Subscriber may terminate this Agreement at any time, without cause, by providing written notice to the Company. Such notice shall be deemed effective immediately upon receipt, unless the Subscriber specifies a later effective date for termination. The request is submitted by sending a letter, via email, or through electronic submission of the request, at the Subscriber's discretion. In the event of termination by the Subscriber without fault of the Company, or by the Company due to the fault of the Subscriber, before the contractual expiration date, the Subscriber shall, in addition to paying any outstanding bills up to the effective date of termination, also pay the Company a Disconnection Fee, the amount of which is specified in the current Price List (currently €0.00), payable in a lump sum. Prepaid fixed charges shall be offset against the Company's claims arising from the early termination of the Agreement. In the event that a portability request is made to another provider, the Subscriber agrees to settle the final bill for Services received from the Company up to the date of processing the portability request.
- 1.4. Charges for the secondary assignment or renewal of the right to use numbering resources of the National Numbering Plan (NSA) of Greece, charges related to the processing of portability requests, and charges for Services provided for a fixed term (including but not limited to, modulus inBundle, panhellenic inBundle, InTrunk, inNumber, vPBX, web2Call) are one-time payments for the fixed duration of the Agreement and are not recurring charges. Therefore, the Subscriber shall not be entitled to a refund, in whole or in part, of any amounts paid in relation to these charges in the event of expiration, termination, or cancellation of the Agreement, in any manner.
- 1.5. If the activation of the telecommunications connection proves to be technically impossible, the Company will immediately inform the Subscriber and this Agreement will become invalid.
- 1.6. In case that the Agreement is concluded at a distance or away from the store, the Subscriber has the right to withdraw from this Agreement without penalty within fourteen (14) days from the date of its conclusion. However, the Subscriber may request the immediate performance of this Agreement, provided that the Subscriber provides written consent to waive the right of withdrawal. If the Subscriber has already used the Services and incurred charges prior to exercising the right of cancellation, he/she shall remain liable for the full payment, and the Company shall have the right to offset any outstanding charges against any refund due as a result of the withdrawal. If the Agreement is concluded at a distance, it will be sent electronically to the Subscriber by the Company, and will be accompanied, for the Subscriber's convenience, by the relevant withdrawal form.
- 1.7. At the end of the first year, the Company reserves the right to terminate the Agreement, including but not limited to cases where the Subscriber has not used its services for a period of six months or more. In such cases, any fixed charges paid in advance (excluding one-time usage fees for the duration of the Agreement or amounts paid for the pre-purchase of billing units) will be refunded to the Subscriber.
- 1.8. The Company, without prejudice to all its other rights, may also terminate this Agreement immediately and without liability upon notice in any of the following circumstances: A) In the event that the Subscriber fails to comply with any of the terms of the Agreement, or with any other terms or agreements between the Subscriber and the Company, or its distributors, agents, affiliates, or resellers, or if the Subscriber's failure to comply constitutes an illegal act. In such cases, the Company may seek to recover any consequential or incidental damages resulting from the improper use of the Services. B) In the event of non-payment of overdue debts, immediately after the expiration of the sixty (60) day period following temporary suspension, and after notification to the Subscriber. C) If the Subscriber enters into bankruptcy, insolvency, or any other similar situation, whether or not a petition has been filed, and becomes insolvent with respect to its creditors. D) If the Subscriber allows or takes any action that may impair the provision of the Electronic Communications Services. E) In the event that the License is revoked, terminated, canceled, or partially or fully modified for any reason. F) If the Subscriber's connection causes technical issues with the operation of the telecommunications network or the networks of other providers.

2. SUBSCRIBER CHARGES - PAYMENTS TERMS

- 2.1. For the provision of the Electronic Communications Services and the Telecommunications Connection, as well as for any other charges, the Subscriber shall be billed according to the Company's current Price List, which is available on the Company's website per Service: [VoIP Numbering](#), [vPBX](#), and [detailed call charges](#). The Company will issue an electronic bill at regular intervals, not exceeding two months, which will detail all charges incurred by the Subscriber during the period from the day following the last day covered by the previous bill to the date of issue. This bill will include a detailed breakdown of the charges, the payment due date, and any outstanding balance from previous bills, if applicable. The bill shall serve as a legal tax document, and the Company will not issue any other form of certification for the debts listed in the bill, except for exact copies in the event of loss. The subscriber has the right to request to receive his/her invoice on paper or electronically.
- 2.2. The Company reserves the right to amend the current price list. The Subscriber has the right to terminate the existing Agreement between him/her and the Company without prejudice, within two (2) months after being notified of a price increase, if the billing cycle is monthly, or within three (3) months if the billing cycle is bimonthly. For the purposes of the above, the modification of the contractual conditions does not include the addition of an additional service package to the existing package: a) at no charge, or b) at a charge, with the Subscriber's express consent. After the expiration of the above period, the Company shall have the right to apply the relevant change to its price list, subject to the Subscriber's consent.
- 2.3. In particular, in the case of adjustments to: a) international telephone tariffs, and b) national calls to destinations other than geographic numbers and mobile numbers (including, but not limited to, short codes, multimedia information numbers, and premium rate numbers), the Company's obligation to inform the Subscriber by other means prior to the implementation of the new tariffs is limited to the obligation to publish such adjustments: i) on the Company's website, and ii) in the Detailed Destination Price List. Adjustments in these categories are also exempt from the Company's obligation to provide a one (1) month notice period from the publication of the adjustments before they are applied to the Subscriber's bill.
- 2.4. The invoice is due for payment within the specified payment period and may be settled by the methods that are defined [on the Company's Website](#). It is understood that, regardless of the payment method selected by the Subscriber, there will be no cost difference or additional charge to the Subscriber beyond the amount indicated on the invoice. However, the Subscriber may incur commissions or charges in relation to the chosen payment method, as per the terms of their agreement with the relevant financial institutions or PayPal. These commissions or charges are not determined, nor are they collected by the Company. If the Subscriber fails to pay the invoice within the specified payment period, statutory default interest will apply, and the Company reserves the right to temporarily or permanently suspend the provision of the Services. Payments for services provided on a time-charge basis, including pre-purchased services, shall be subject to the same payment terms as those outlined in paragraph 2.4, except for provisions regarding late payments.
- 2.5. The Subscriber shall review the account and verify the credit and debit entries reflected therein and shall notify the Company in writing of any discrepancies or errors in the account. If no objection is made by the Subscriber within forty-five (45) days from the date of issuance of the bill, the bill shall be deemed accurate, and it will be assumed that the Company has correctly charged the Subscriber. The Subscriber acknowledges and agrees that the bills and any other invoices issued by the Company, along with any copies and extracts thereof maintained electronically by the Company in its computerized systems, constitute legal evidence within the meaning of applicable law and shall be considered conclusive proof of the debt owed by the Subscriber in relation to the amounts specified therein, subject to the possibility of rebutting evidence. The Subscriber shall automatically be deemed in default on the balance of the account upon the expiration of forty-five (45) days, without the need for prior notice, and the outstanding balance shall immediately become due and payable.
- 2.6. In the case of using prepaid Electronic Communications Services, the Subscriber makes a prepayment for Services provided on a time-charge basis. Prepayment is understood as the advance purchase of variable billing units, which are consumed upon the completion of each call, with the value of each unit being equal to the charge per second of speech for the called destination. The number of billing units consumed for each call shall correspond to the number of seconds of its duration. Call charges may also depend on other factors (including but not limited to: call origination fees set by the caller for premium rate numbers or multimedia information numbers, any rounding, etc.), which will always be explicitly detailed in the Company's current Tariff of Charges. The Subscriber retains the right to use these units for a period of twelve (12) months from the date of prepayment entry into the Company's Information Systems. After this period, and in the event that the Agreement has not been terminated (whether by dissolution or any other means), the Subscriber must repurchase prepaid units in order to continue using billable Services. This also applies in the event that prepaid units have already been consumed during the validity of the Agreement.
- 2.7. Without prejudice to any of its legal rights, the Company is entitled to unilaterally interrupt the provision of Telecommunication Services to the Subscriber temporarily due to overdue and unpaid debt to the Company, after the expiration of fifteen (15) days from the notification of a relevant notice, which may be provided through the Subscriber's account or by email.
- 2.8. Without prejudice to any of its other legal rights, the Company is entitled to unilaterally and permanently interrupt the provision of Telecommunication Services to the Subscriber due to an outstanding and overdue debt, after the expiry of sixty (60) days from the temporary interruption of services for the same reason, as described above, and if the Subscriber has not paid the overdue debt. The permanent interruption and disconnection of the Subscriber from the Telecommunications Network will occur without prior notice in cases of fraud, or repeated late payment, or non-payment of bills.
- 2.9. In the event of a temporary and/or permanent interruption of the Electronic Communications Services in accordance with the above, the Subscriber shall be obliged to pay in full all outstanding bills, as well as any reconnection fees, in order to restore the connection to the Telecommunications Network and resume the use of the Electronic Communications Services. In the case of reconnection, the Company reserves the right to assign a new connection number to the Subscriber if six months have passed since the disconnection or, in the case of a number ported from another Provider, if the number has been returned to that Provider and can no longer be reassigned by the Company to its subscribers.
- 2.10. In the event of a transfer of the Connection to another provider at the Subscriber's request, the Subscriber shall be liable for charges for the provision of the Electronic Communications Services by the Company until the time the line is transferred to the selected provider. 2.11. It is expressly agreed and acknowledged that the Company is granted a unilateral right to determine, at its reasonable discretion, the Subscriber's credit limit for calls on each telephone connection maintained with the Company, or in total for all services provided by the Company. Upon exhaustion of this credit limit, the Company shall be entitled to issue the relevant invoice and temporarily suspend the provision of services until payment is made.
- 2.12. The Company is obliged to inform the Subscriber, both via its online application for connection management and via email or text message (SMS), in the event of exceeding 80% and 100% of the consumption of their service plan or prepaid service packages (voice minutes), for each individual service. If the Subscriber elects automatic termination of the paid services provided by the Company through an automated procedure in the event that their billing exceeds a specified amount, the Service will be terminated as soon as the specified amount is exceeded. In such cases, the Company will notify the Subscriber

via email, to the email address provided by the Subscriber, about the interruption of Services due to the exhaustion of the billing limit. The provision of the discontinued Service will automatically resume at the beginning of the next Billing Period. The Subscriber may at any time request a change to the maximum billing limit by contacting the Company's Customer Service Department. Upon initial activation, or in the event of a reduction, the new limit will apply starting from the Subscriber's next Billing Period. In the case of an increase to the monthly limit, the new limit will apply immediately. The Company shall not be liable for any interruption of its services to the Subscriber for any reason whatsoever, and the Subscriber shall bear the risk of any sudden interruption of services if their bill exceeds the limit voluntarily set by them during activation or in any subsequent communication with the Company's Customer Service Department. The Subscriber may, at any time, by written request to the Company, cancel, increase, or modify the above maximum billing limit, above which the Company's services will be interrupted, at the Subscriber's discretion. 2.13. During the billing process for telephone calls, the total charge on the Subscriber's account may, for technical reasons, exceed the charge limits set forth in paragraphs 2.11 and 2.12. In such cases, the Subscriber shall be obliged to pay the Company the full amount of the telecommunication charges incurred. 2.14. Under this Agreement, the Subscriber may receive Services that incur a usage fee for a specified period. Upon the expiration of the period for which the relevant fee has been paid, and while this Agreement remains in force, the Company may automatically renew the Service for an equivalent period by charging the Subscriber's account. As a result, the balance of the Subscriber's account may exceed the credit limit set forth in paragraph 2.11. The charge amount will be determined according to the Company's then-current Price List. In the event that the expiration of the period for which the relevant fee has been paid for one or more Services coincides with the contractual termination date of this Agreement, both the Agreement and the respective Services will be automatically renewed simultaneously, in accordance with the provisions of this paragraph and paragraph 1.2. 2.15. Multimedia Information Services (MIS) are charged in accordance with the Company's current price list. MIS are value-added content services provided by mobile service providers and are charged for voice calls to numbers in the following ranges: 14XX, 901, 806, 812, 825, 850, and 875. These number ranges are subject to change at the discretion of the Hellenic Telecommunications and Post Commission (EETT)

3. IMPORTANT INFORMATION

The Subscriber acknowledges and accepts the particular characteristics of the Service provided by the Company, specifically those arising from the Internet-based nature of its delivery. In particular: 3.1. The Service is provided over the Internet and, as such, relies on third-party electronic networks that the Company does not control. 3.2. The Subscriber's Internet access is at their own risk and expense. The quality of this connection, along with the configuration of terminal equipment and the local network, may negatively impact the quality of communication through the Company's Service or even render it unusable. 3.3. The Service may cease to function in the event of a power failure, unless the Subscriber has implemented Uninterruptible Power Supply arrangements. 3.4. If the Service includes an assignment (or portability) of the right to use numbering resources with a geographic designation, the Subscriber is not permitted to make permanent use of these numbers outside the designated area indicated by the prefix of the number's National Destination Code. However, occasional use outside the designated area (nomadic use) is permitted. 3.5. The Service shall enable calls to be routed free of charge to emergency numbers, including the European emergency number "112". 3.6. Calls to emergency numbers are subject to the same limitations as calls to other destinations, due to third-party network mediation and reliance on the Internet. Consequently, these calls may experience delays or may fail to be delivered. 3.7. Due to the nomadic nature of the Service, the Company cannot guarantee that accurate location data of the caller will be transmitted to the Competent Authority when handling calls to emergency numbers. 3.8. The quality of the Service may vary, either for better or worse, when provided at a location other than the Subscriber's registered permanent address. 3.9. During the term of the Agreement, the Subscriber acquires the exclusive right to use the number assigned to them upon acceptance of the application by the Company. This right shall automatically revert to the Company upon termination of the Agreement for any reason. In such cases, the Company shall have the right to assign the number to any third party in accordance with applicable legislation, without any liability to the Subscriber.

4. ACTIVATION, ADJUSTMENT, AND MODIFICATION OF SERVICES

4.1. The activation, adjustment, and modification of Electronic Communication Services are carried out upon the Subscriber's request and approval by the Company. Further information regarding the main products, services, tariffs and contract terms for end users with disabilities is available on the Company's official website (link). The Company is entitled to establish, at its discretion, the procedures for submitting the request and the conditions for accepting or rejecting the request, and subsequently for activating the relevant telecommunication services, in order to address risks associated with unpaid debts or risks arising from illegal use of the Services, including risks related to compensation claims from third parties, in a lawful, impartial, transparent, objective, and proportionate manner relative to the existing risk. 4.2. The Company may request from the Subscriber, and the Subscriber is obliged to provide, any necessary supporting documents proving their identity, their home address from which the Services will be permanently used, their VAT number, documents showing their right to use the numbering resources assigned to them by other entities, and, in general, any other document required for the proper execution of this Agreement. The Subscriber must also sign any documents and/or authorizations addressed to third parties/entities/organizations/providers, as required by the applicable legal framework, which are necessary for the transmission by the Company to enable the activation of the Electronic Communications Services. The Company shall not be liable for anything other than the timely transmission of the relevant documents to the Entity/Organization. Therefore, in the event of non-activation or delayed activation of the Electronic Communications Services by the Entity/Organization, the Company shall not be liable to the Subscriber for any breach of the Entity/Organization's obligations arising from applicable legislation. 4.3. The Company shall have the right, at its discretion, to require the Subscriber to provide a reasonable security deposit in any form for the activation of this Agreement. The Company reserves the right to immediately apply the amount of the security deposit towards any past due or legally enforceable debt of the Subscriber. 4.4. The Company may charge a reconnection fee in the event of disconnection due to the Subscriber's fault, in accordance with the Company's current Price List, which is provided to the Subscriber prior to signing the Application for the provision of the Company's Service, as outlined in Article 12 of this Agreement. If the reconnection fee is not specified in the published Price List at the address mentioned above, its amount shall be set at €0.00.

5. COMPANY'S OBLIGATIONS

5.1. According to these terms, the Company is obligated to provide the Services to the Subscriber with due diligence, in accordance with the essential technical specifications of the Services and the terms of the Agreement, based on good faith, commercial ethics, telecommunications legislation, and the terms of the licenses granted to the Company. 5.2. The Company reserves the right to unilaterally modify, at its sole discretion, the technical specifications of its Services, provided that such modifications do not affect the agreed-upon quality of the Services. 5.3. The Company shall not be liable for the quality, adequacy, or security of, nor for any malfunction in, the telecommunications and/or other networks of third parties, nor for the routing of incoming calls from the public telecommunications network to the Company's network, or for the termination of outgoing calls to the destination network of the called number. In particular, the Company shall not be liable for interruptions, interference, or issues with call quality (whether incoming or outgoing), insofar as the call originates from or terminates in another network, and the quality is objectively dependent on the other networks for technical reasons. 5.4. The Company may suspend or temporarily interrupt the provision of Electronic Communications Services for scheduled network maintenance, provided that Subscribers have been expressly notified through an announcement on the Company's website, and by written notification via email to the address specified in the Application, as well as by any other appropriate means, at least twenty-four (24) hours before the maintenance work begins. If the availability of the Company's network and/or the provided Electronic Communications Services is interrupted due to reasons for which the Company is solely responsible in the context of unscheduled operations, the Company shall credit the Subscriber's account for the immediately following billing period, proportionally to the fixed fee paid by the Subscriber for the period during which the Services were interrupted, in accordance with Article 8 of this Agreement. The Company shall not be liable for any direct and/or indirect damages suffered by the Subscriber, including lost profits, data loss or corruption, or any other damages. 5.5. The Company is obligated, through its Customer Service Department, to promptly review any request from the Subscriber regarding the ordering, installation, activation or deactivation, billing, quality of the Services, and fault resolution, and to address it within a reasonable time after receiving it. The Company shall not be responsible for the time required to repair faults that require action by, or involve in any way, other carriers or telecommunications or other equipment owned by the Subscriber or third parties. 5.6. In the event of any dispute between the Company and the Subscriber regarding the terms of this Agreement and/or its performance, which cannot be resolved through the Subscriber's recourse to the Customer Service Department, the Subscriber may seek an out-of-court resolution by submitting a complaint to the Consumer Advocate. 5.7. In the event that a dispute between the parties remains unresolved despite their mutual efforts to reach a mutually acceptable solution, either party shall have the right to initiate a mediation procedure by notifying its intention through the online platform <https://www.diamisolavisi.gov.gr/> of the Hellenic Ministry of Justice. If the competent authority obtains the consent of the other party to proceed with the mediation and to appoint the mediator (who may be proposed by the authority if the parties do not reach an agreement on the selection), the main mediation procedure shall commence no later than fifteen (15) days from the date the dispute is submitted to the authority and the other party has consented to the mediation. The mediation shall last for a maximum of one (1) day (eight hours). If the mediation process results in an agreement, such agreement shall be set out in writing and its terms shall be binding upon both parties. The costs of the mediation procedure shall be borne equally and jointly by both parties. If the dispute remains unresolved after the mediation and thirty (30) days have passed since the appointment of the mediator, either party shall have the right to submit the dispute to litigation before the competent courts. 5.8. In cases where the Subscriber is assigned the right to use resources from the National Numbering System (NNS) spectrum that have been primarily allocated to the Company by the E.E.T.T., the call numbers will be assigned by the Company. The Subscriber will be informed of their assigned call numbers by the Company's Customer Service Department prior to the activation of the respective Services. In the event that the Subscriber wishes to change their call number or replace it with another due to a change of address from which the Services are permanently used, they shall pay the corresponding fees in accordance with the applicable Tariff. 5.9. The Company is obligated to inform the Subscriber, prior to signing the Application, of the general terms and conditions of access to and use of the provided Services, as specified by the Company from time to time, the duration of the Agreement, the methods of termination, the rules for using the equipment, the applicable charges, the full Price List, the system characteristics, the quality of the Services, and the coverage area. 5.10. In order to address incidents related to the security, integrity, reliability, or stability of the Network, or to safeguard the confidentiality of communications, or to respond to any threats or vulnerabilities affecting the Company's or third parties' systems (including the Subscriber's systems or those of cooperating network operators), the Company may, without prior notice and at its discretion, take the appropriate and technically necessary measures in each case. These measures may include, but are not limited to: (a) interruption of network traffic to or from the Company's network (b) blocking incoming/outgoing calls to prevent malicious actions against the Company and/or its subscribers; (c) interrupting the provision of the Services; (d) changing the Subscriber's account details (e.g., password) in the Company's systems. 5.11. In the event that the user changes their internet service provider, the Company shall forward the user's email to the new email address for a period of two (2) months. Additionally, for a total duration of six (6) months, the Company shall send an automatic response to any incoming messages, informing the senders of the user's change of address. 5.12. The Company is obligated to promptly inform the Subscriber of any change to their numbers and, in the event of a number change, ensure the simultaneous operation of the old and new numbers for a reasonable period, at no additional charge, provided that the change is not initiated by the Subscriber. Alternatively, upon the Subscriber's request, the Company shall provide a recorded notification to callers of the old number for a period of six (6) months, free of charge.

6. SUBSCRIPTION OBLIGATIONS

- 6.1.** Electronic Communications Services that include the right of unlimited use by the Subscriber for a fixed monthly fee, or those referred to as “Prepaid Talk Time Package” are intended exclusively for domestic use and may not be used for any professional purpose or for any compensation to the Subscriber by third parties who do not have direct rights under this Agreement, unless otherwise specified in a separate agreement with the Company. It is clarified that this restriction does not apply to Electronic Communications Services provided through pre-purchased airtime, which is charged on a per-minute or per-second basis without any discounts on the Tariff rates. The Company reserves the right to require the Subscriber to pay call charges and/or suspend the Service if it is determined that the Services are being used for business purposes or for compensation by a third party who does not have direct rights under this Agreement. This is without prejudice to the Company's right to terminate the Agreement immediately due to the Subscriber's fault. By way of illustration, and not limitation, the following uses are prohibited: the use of the Service in conjunction with automatic calling mechanisms, continuous or extended call forwarding, telemarketing, bulk faxing, recorded messages, or systematic connections for data exchange, etc.
- 6.2.** The Subscriber is solely responsible for the accurate completion and correctness of the information provided in the Application and any other legally required supporting documents. If the user of the Calling Number is a person other than the Subscriber, the Subscriber is obliged to provide the user's details.
- 6.3.** The Subscriber is obligated to notify the Company in writing (by fax, email, or letter) of any change to the information (personal or otherwise) provided in the Application and/or communicated to the Company, within five (5) working days. Failure to do so will result in any service being deemed validly provided to the address and other Agreement details listed in the Application, without prejudice to the Company's right to terminate this Agreement immediately due to the Subscriber's fault. The Subscriber is also required to notify the Company of any transfer of their connection, by signing any documents as may be required by the Company and/or applicable law.
- 6.4.** The Subscriber is obligated to use the Electronic Communications Services responsibly and in accordance with applicable laws, including but not limited to telecommunications legislation, intellectual and industrial property laws, data protection regulations, and any other relevant national and European rules or laws. The Subscriber shall not take any action that could cause damage to the Company or the Services provided by the Company, or that may reduce their security level. By way of example, and without limitation, the Subscriber agrees not to use the Services to: a) Cause damage or harm to third parties, particularly minors; b) Transmit content that violates the law or infringes upon the rights of third parties, or that interferes with the individual and social rights of others, including but not limited to content that is abusive, defamatory, illegal, offensive, or that infringes intellectual property rights or the terms of this Agreement or content that contains malicious software or programs designed to interfere with or damage any software, telecommunications equipment, or disrupt the use of the Company's services by other users; c) Mislead any person regarding the identity or origin of the content provided through the Services, or generally with respect to any content processed or transmitted via the Services; d) Damage the reputation of the Company or any third parties in any way; e) Jeopardize the security of the Company's network; f) Promote unsolicited or unauthorized advertising or unsolicited emails (spam); g) Disclose personal data without authorization. Any breach of this clause shall entitle the Company to immediately terminate this Agreement due to the Subscriber's fault, without prejudice to any other rights the Company may have under applicable law.
- 6.5.** If the Subscriber fails to comply with the terms of this Agreement, the Company reserves the right, upon notification to the Subscriber, to proceed, at its discretion, with the partial and/or complete discontinuation of the Service in order to protect both its Subscribers and itself from any undesirable actions or consequences resulting from the misuse of the Services provided. Additionally, in the event that the Company suffers any damage due to the actions or omissions of the Subscriber, the Subscriber is obligated to remedy the damage, and the Company reserves the right to take any legal action necessary to protect its rights before the relevant Administrative Authorities and Courts.
- 6.6.** The username and password are provided for strictly personal use. The Subscriber must exercise due diligence and implement all necessary security measures (e.g., frequent password changes, not disclosing access credentials to third parties, prohibiting use by third parties, etc.) to prevent unauthorized use of their personal data on the Internet. If the Subscriber becomes aware of any unauthorized use of their password by a third party (with or without their consent), they must immediately notify the Company in writing. In any case, the Company shall not be liable for any damage or loss resulting from unauthorized use of the password or use by third parties.
- 6.7.** In the event of the loss of the Subscriber's password or its use by a third party, with or without the Subscriber's consent, the Subscriber must immediately notify the Customer Service Department. Until the Company is notified, the Subscriber shall be fully and exclusively liable for any damage or harm suffered by the Subscriber or caused to the Company due to the unauthorized and/or illegal use of the Services.
- 6.8.** The Subscriber must be informed of the applicable prices, terms and conditions for access to the Company's Services, as well as their rights regarding the protection of telecommunications privacy, through the [Company's website](#).
- 6.9.** The Subscriber has the right to access only communication data that pertains to him/her, and such access shall be in accordance with the applicable legal provisions. 6.10. The Service is provided for personal use only and not for exploitation. The Subscriber may not resell, exploit, or otherwise use the Service received from the Company in any manner that violates good morals, good faith, or the Company's fair use policy, unless the Company has granted its prior written consent.

7. CONFIDENTIALITY OF COMMUNICATIONS – PERSONAL DATA PROTECTION – INTELLECTUAL PROPERTY RIGHTS

- 7.1.** This Agreement is governed by the [Company's Privacy Policy](#), which is provided to you along with this Agreement and is also accessible at any time via the footer of our website at modulus.gr. By signing this Agreement, you acknowledge that you have read and understood the Privacy Policy, and you expressly and unconditionally agree to it as an integral part of this Agreement.
- 7.2.** The Subscriber has the right to request, at any time, in writing, that the last three (3) digits of the dialed numbers be concealed in the detailed billing statement, provided that the Subscriber has opted to receive such a statement. If the Electronic Communications Services are used by multiple users, in a manner consistent with the Company's Fair Use of Services Policy, the Subscriber hereby represents and warrants that all such users have been informed that the Subscriber will receive a per-call breakdown of charges and all other relevant personal data processing provisions to which the Subscriber has consented under this Agreement.
- 7.3.** The Subscriber shall inform any third party using the Services provided to the Subscriber under this Agreement, of the processing of personal data resulting from such use (including, for the purposes of identification, but not limited to, the issuance of an itemized bill), as well as the Company's Privacy Policy. The Company shall not be held liable for any breach of communications privacy laws or personal data protection laws arising from the use of the Services by third parties.

8. LIABILITY AGAINST SUBSCRIBERS

- 8.1.** If the availability of the provided Services is interrupted for a reason solely attributable to the Company, specifically if the System is unable to provide Services to any Subscriber for a continuous period exceeding two (2) hours and fifteen (15) minutes, or for a total duration exceeding six (6) hours within any continuous thirty (30)-day period, and subject to Clause 11 regarding force majeure or unforeseen events, the Company shall credit Subscribers for the portion of the Fixed Annual Charge paid by them corresponding to the period of such interruption.
- 8.2.** To serve its Subscribers, the Company provides the telephone number 13813 (free of charge when dialed from the Company's network, and subject to the applicable tariff policy of each provider) which operates 24 hours a day, 7 days a week, with a waiting time that will not exceed 5 minutes. For fault reporting, Subscribers can call the toll-free number 13713, available 24 hours a day, 7 days a week, with a waiting time that will not exceed 5 minutes.

9. RELEVANCE OF TELEPHONE LISTS – EMERGENCY SERVICES – ARTICLE 11 REGISTER

- 9.1.** The Company maintains and processes the telephone numbers it assigns to its subscribers or makes available to Entities responsible for providing Directory Services through the Universal Service, and keeps subscriber lists that are available to the public or can be obtained through directory information services.
- 9.2.** The Subscriber, if he/she has opted for it and subject to the provisions on the protection of personal data and privacy of communications, may be included in the above lists with the following data, based on his/her request or at his/her discretion: telephone number, name, surname, patronymic (for natural persons), or business name (for legal entities), and address.
- 9.3.** The registration of the Subscriber's personal data in printed or electronic telephone directories implies the Subscriber's consent to the transmission of his/her personal data to third parties and their further processing for purposes related to additional uses or processing, based on search functions, using the name or surname as the search criterion, as well as reverse search functions, using the telephone number as the search criterion.
- 9.4.** The Subscriber may, at any time during the term of this Agreement, declare their preferences regarding the processing of personal data by completing and submitting to the Company the signed form “Change of Preferences for the Processing of Personal Data.” These preferences include: (i) whether to include or exclude their telephone connections from telephone directories, (ii) whether to include or exclude the address details of these connections, (iii) whether to transmit their name and surname to the 112 emergency service in case they have requested an exemption from publication in telephone directories, (iv) the preference for an itemized or summary bill, (v) the choice to hide or not to hide the last three digits of the numbers dialed on an itemized bill, and (vi) whether to include their connections in the list of subscribers who do not wish to receive direct marketing calls. It is noted that in cases where the Subscriber's preferences involve third parties, the Company's liability is limited to the accurate transmission of such preferences, as applicable to the Subscriber, based on the information provided in the form and any changes requested by the Subscriber under the procedure described above, on the business day preceding the day on which such third parties request the transmission of data. Under no circumstances can the Company be held liable for any errors or omissions in the completion of the forms setting out the Subscriber's personal data processing preferences, or for the failure of third parties to comply with such preferences.
- 9.5.** In accordance with the ADR Regulatory Act of the Hellenic Civil Protection Authority (ADAE) regarding emergency calls, the Company shall, in each case of calls made to the Single European Emergency Number 112, proceed to neutralize any concealment of the calling subscriber's number. Furthermore, upon request by the General Secretariat for Civil Protection, the Company shall provide the following information: (i) the subscriber's declared address, whether or not the connection is publicly announceable, and/or (ii) any additional telephone directory information, depending on the subscribers preferences regarding the announceability of their connection details.
- 9.6.** The Company maintains a special list of telephone numbers for which the holders have declared, via the Application or the Change of Preferences for the Processing of Personal Data form as described in paragraph 9.4, that they do not wish to receive calls on these numbers for the direct promotion of products or services, in accordance with Article 11 of Law 3471/2006. The Subscriber agrees to the transmission of such data (including exclusively their telephone numbers and their wish to be excluded from telemarketing campaigns) by the Company to third parties solely for the purpose of ensuring compliance by such third parties with the applicable legislation on unsolicited communications. The Company shall not be held responsible for the compliance or non-compliance of such third parties with the Subscriber's preferences, nor for the use of the data transmitted for this purpose by the third parties. The Company's liability is limited to the accurate transmission of these preferences as outlined in paragraph 9.4.

10. FAILURE TO COMPLY WITH TERMS – MAJOR VIOLENCE

10.1. The Company shall not be liable for any failure to comply with, or inability to perform, the terms of this Agreement when such failure or inability is caused by force majeure or any other reason beyond the Company's control, including, but not limited to, wars, strikes, accidents, earthquakes, floods, fires, natural disasters, acts of terrorism, sabotage, government prohibitions, actions of Greek, EU or other competent authorities, commercial blockades, interruptions or damages to the public telecommunications network or third-party electronic networks (particularly where these are used by the Subscriber to receive the Services from the Company), court rulings, orders of public prosecutors, provision of Services at a location other than the Subscriber's declared permanent address, replacement of the copper network, damage or malfunctions of the Subscriber's terminal equipment, or any misuse/misconfiguration thereof, etc. During any event covered by this clause, the Provider shall take all reasonable steps to comply, to the extent possible, with the terms of the General Licence Regulation and to maintain the highest possible level of service.

10.2. The Company shall not be liable for the quality, adequacy, or security of third-party networks that are necessarily used for the provision of its Services.

11. FINAL PROVISIONS

11.1. The invalidity of any provision(s) shall not affect the validity of the Agreement as a whole, and the remaining provisions shall continue in full force and effect. The parties shall use reasonable efforts to replace any invalid provisions with valid provisions that reflect the intent of the original provisions to the greatest extent possible.

11.2. Individual Services governed by the provisions of this Agreement may be subject to additional terms of use, which shall form an integral part of this Agreement and which (if applicable) will be made available on the Company's website.

11.3. The Company reserves the right to modify, add, or remove any terms of this Agreement, which shall come into effect only after the Subscriber has been notified at least one (1) month prior to their implementation. Such notification shall be made either through a prominent announcement on the Company's website, with reference to the relevant changes on the printed and/or electronic invoice, or by any other method through which the Subscriber is typically informed about the issuance of their monthly bill, including by sending an email to the address provided by the Subscriber to the Company, to ensure timely and adequate notice as described above. The Subscriber shall have the right, within the aforementioned one (1) month period, to object to any such modification, addition, or removal of terms and to terminate the Agreement without penalty. Upon the expiration of the aforementioned one (1) month period, the Company shall be entitled to implement the modification, addition, or removal of terms, subject to the Subscriber's consent. In this case, the Subscriber has the right, within one (1) month from the applicable notification or publication, to withdraw from the present agreement without prejudice, by written notice to the Company, otherwise, non-termination constitutes implicit acceptance of the amendments. This last right of the Subscriber is suspended if the amendments are imposed by law or regulation or decision of EETT or other competent authority.

11.4. It is expressly agreed that the Subscriber shall not have the right to assign or transfer any of its claims or rights under this Agreement. The Company, however, retains the right to assign or delegate the collection of any amounts owed by the Subscriber under this Agreement to any third party, whether a natural person or a legal entity. 11.5. Any notice or communication by the Company to the Subscriber under this Agreement may be delivered through the bills issued to the Subscriber, via electronic means (e.g., email), or by any other appropriate method as determined by the Company.

11.6. This Agreement is governed by Greek Law, the decisions and regulations of the Hellenic Telecommunications and Post Commission (EETT), the Hellenic Authority for Communication Security and Privacy (ADAE), and the Hellenic Data Protection Authority (APDPX), as applicable to electronic communications transactions, along with any relevant provisions in force from time to time. For the resolution of disputes arising from the application/interpretation of this Agreement, it is expressly agreed that all parties will seek, in principle, to resolve the dispute out of court with the contribution of the Consumer Advocate in cooperation with EETT. If all efforts to settle the dispute amicably fail and judicial resolution is necessary, the Courts of Athens (seat of the Athens Court of First Instance) shall have exclusive jurisdiction. The language used for any services provided shall be Greek. This General Terms and Conditions Agreement for the Provision of Electronic Communications Services is an integral part of the Subscriber's relevant application. The Subscriber expressly declares that they have carefully read and fully understood each term of this Agreement, a copy of which has already been provided by the Company in the form of a withdrawal form.

12. DEFINITIONS

The following words and phrases used herein shall have the following meanings:

Application: The application for the provision of Services titled "APPLICATION-AGREEMENT FOR THE ACTIVATION OF VoIP SERVICES" is an integral part of these General Terms and Conditions for Electronic Communications Services.

Call Number, or Numeric Resource: the telephone number that the Subscriber will use in order to use the Services.

Subscriber: The natural person or legal entity who enters into a Agreement with the Company for the provision of telecommunications services and access to the Company's telecommunications network.

Agreement: These General Terms and Conditions for Electronic Communications Services, their annexes and any request for service activation submitted to the Company.

Network: The set of active and passive equipment, whether terminal or not, infrastructure, devices, interconnections, techniques, technologies, and other elements, either owned or controlled by the Company, the Subscriber, or third parties, that affect the availability and accessibility of, or determine the form, characteristics, and functionality of, the Company's Electronic Communications Services as provided to the public.

Price list: The list of pricing and the billing policies for the Company's Electronic Communications Services, which is posted on the Company's official website, forms an integral annex to this document. [The Price List](#) is available at the Company's website and includes as annexes the «Summary Price List of Destinations» and the «Detailed Price List of Destinations».

Summary Price List of Destinations: The list of prices and the charging policy for calls to all destinations (including short codes and international destinations), grouped by country code and by type of network or numbering range (such as mobile, landline, personal numbers, etc.), routed through the Company's Network.

Detailed Price List of Destinations: A comprehensive list of rates and charging policies for calls to all destinations (including short codes and international destinations), broken down by each chargeable prefix separately, without the grouping used in the Summary Price List of Destinations. This list applies to calls routed through the Company's Network and is also accessible via the voice portal by dialing "13000" from the Modulus network.

System: the service delivery system for which the Company is responsible, in accordance with the license granted by the competent regulatory and supervisory authorities.

Electronic Communications Services ("Services"): The telephony Services (data and content) to be provided by the Company hereunder. Electronic Communications Services may include Portability Services, Caller Line Identification Services, etc. Each "Service" provided by the Company under these Terms shall constitute an Electronic Communications Service.

Operator/Organisation/Other Provider or Donor Provider/Receiver Provider: Refers to any entity, organization, company, or authority that, in accordance with applicable legislation, is involved in the implementation of number portability and any other services necessary for the provision of Electronic Communications Services.

Customer Service Department: The Company's department responsible for communication with Subscribers, to which the Subscriber may submit any request or statement (tel: 13813 & 215 215 1500, fax: 215 215 215 1509, e-mail: telecoms@modulus.gr).

Company website or Website: The Company's website is www.modulus.gr.

National Numbering Plan (NSA): as defined in Ministerial Decision No. Oik. 26634/924/3-5-2007, as amended and currently in force.

Personal Data: Any information that identifies or can identify a natural person, including, but not limited to: identifying details (such as name, age, address, occupation, marital status, telephone numbers, etc.), employment-related data (e.g., registered office, position, etc.), and billing information (such as VAT number, tax office, etc.).

Processing of Personal Data: refers to any operation performed on personal data, such as collection, recording, organization, maintenance or storage, modification, extraction, use, transmission, dissemination, publication, disclosure, association or combination, interconnection, blocking, erasure, or destruction.

Declaration of Responsibility and Acceptance of Terms

- ☐ I hereby fully and unreservedly accept the above General Terms and Conditions for the Provision of Electronic Communications Services.
- ☐ I acknowledge and unreservedly accept the price list of Modulus S.A., the characteristics and geographical coverage of the provided services, as well as the particular features of the VoIP service.
- ☐ I have read the Privacy Policy, which was sent to me together with this document and is also available at www.modulus.gr/privacy-policy/, regarding the processing of my personal data.