

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

### **1. Purpose**

- 1.1. The purpose of these General Conditions is to establish the rules governing the provision of electronic communications services by Ar Telecom – Acessos e Redes de Telecomunicações, S.A., a public limited company, with registered office at Edifício Diogo Cão, Doca de Alcântara Norte, 1350-352 Lisbon, with the single legal entity number and registration number at the Lisbon Commercial Registry (CRC) 506 303 810, with a share capital of €8,644,939.11 ("Ar Telecom") to the customer identified in the Communications Services Acquisition Form ("Customer").
- 1.2. The electronic communications services offered by Ar Telecom to the Customer are detailed in clause 2.
- 1.3. The services to be provided by Ar Telecom to the Customer ("Services") are identified and detailed in the Communications Services Acquisition Form signed by the Customer ("Form").
- 1.4. The Form, the commercial proposal presented by Ar Telecom and accepted by the Customer ("Commercial Proposal"), the Service Levels for Communications and Technical Assistance for Equipment, and these General Conditions constitute the agreement between the parties ("Contract").

### **2. Services**

- 2.1. Voice Access – is the interpersonal voice communications service based on national numbering plan numbers assigned to Ar Telecom, which allows the Customer to make and receive national and international calls to and from geographic or non-geographic numbers, including access to emergency numbers. Subscription to this service may require

the purchase of specific equipment or access, in accordance with the Form.

- 2.2. MeetIP – is the Service that provides the Customer with a virtual telephone exchange. Subscription to the service requires subscription to Ar Telecom's Voice Access Service.
- 2.3. Special Numbering – is the interpersonal voice communications service that allows the forwarding and delivery of calls at geographically dispersed service points, made from any national network, fixed or mobile, to a non-geographic number. Without prejudice to new services that may become available, as well as any changes imposed by amendments to the National Numbering Plan, this service offers at least the following special number options:
  - (a) 800: with this option, the caller does not pay for calls made, regardless of whether they originate from a mobile or fixed network, within or outside the area code (national calls), with the customer bearing the entire cost.
  - (b) 808: with this option, the caller pays only the cost of a local PT call, regardless of whether the call originates from a mobile or fixed network termination point, with the remainder of the call cost being borne by the customer.
  - (c) 707: in this option, only available for calls to national fixed Network Termination Points, the caller bears a fixed cost per call which is, as a rule, higher than the cost of national calls to fixed Network Termination Points.
  - (d) 76X: in this option, only available for calls to national fixed Network Termination Points, the caller pays a call cost set by ANACOM regardless of whether the call originates from a mobile or fixed network within or outside the area code (national calls).
- 2.4. Interactive – Ar Telecom offers the following interactive services:

- (a) VMS: The VMS (voice message service) is a service for sending bulk voice calls with a predefined message to a database of telephone numbers (national, international, landline or mobile).
  - (b) SMS: The SMS (short message service) is a service for sending bulk text messages to a predefined database of telephone numbers.
  - (c) Click&Talk: The Click&Talk service allows visitors to a website to be contacted by the company within seconds, at no cost to them.
  - (d) Quickpay: The Quickpay service is a service that allows micro payments for online content to be received by making a telephone call to a number in the 76X range.
- 2.5. Ethernet Access: this is a data transport service between several geographically distinct Network Termination Points, via high-speed fibre optic data connections using Ethernet technology. Connections can be point-to-point, point-to-multipoint and/or multipoint-to-multipoint.
- 2.6. Virtual Private Networks (VPN): this is the service that implements virtual private networks, enabling secure and effective communication between various geographically distinct Network Termination Points. The service uses Ethernet, xDSL or IP circuits for local access and can support other access technologies.
- 2.7. Internet Access: this is the service that enables the Customer to access the Internet with the characteristics defined in the Form. Access to the Internet may be exclusive to a Network Termination Point or may be centralised at a specific Network Termination Point or on the Ar Telecom network and shared by several locations interconnected via the VPN or Ethernet service. The provision of the Internet Service may require specific technical conditions as well as the acquisition of equipment, which will be detailed in a commercial proposal for this purpose.
- 2.8. MeetIP Start: the service includes voice access and the features of the MeetIP service.

- 2.9. SmartOffice: the service includes voice access, MeetIP service features and Internet access.
- 2.10. Ar Telecom will not apply, within the scope of the Contract, requirements or general conditions of access or use of networks or services that differ between Customers for reasons related to their nationality, place of residence or place of establishment, except where differentiated treatment is objectively justified, namely on the basis of differences in costs and risks.

### **3. Subscription to the service**

- 3.1. Upon entering into the Contract, the Customer undertakes to provide true, accurate and up-to-date company and tax identification details, and shall be civilly and criminally liable for the information provided.
- 3.2. For the purposes of verifying data, Ar Telecom may require the presentation of the identification document(s) of the legal representative(s) binding the Customer, as well as confirmation of their respective powers.

### **4. Provision of Services**

- 4.1. Ar Telecom guarantees the Customer access to the Services, on terms of equality, transparency and non-discrimination, in accordance with applicable legislation, upon payment of the applicable prices and in accordance with the commercial conditions established between the parties and the technical constraints existing for each type of Service.
- 4.2. Ar Telecom ensures the provision of Services in a professional and competent manner, and with the quality measured by the service levels ("SLA") defined in Service Levels for Communications and Technical Assistance to Equipment and with the values set out in the Form, except in the event of interruption provided for in clause 7, any technical or legal impossibility attributable to third parties or situations beyond Ar Telecom's control that may be included in the concept of force majeure,

namely armed conflicts, civil insurrections, terrorist acts, government decisions, pandemics or natural disasters.

- 4.3. For the purposes of accessing and using certain Services, Ar Telecom will assign a unique user code and create an access password for each Customer, which may be changed by the Customer at any time.
- 4.4. These identification elements (username and password) are non-transferable and may not be sold or transferred to third parties. The Customer assumes full responsibility for their use and safekeeping.
- 4.5. The Customer acknowledges and accepts that Ar Telecom is not responsible for internal or external intrusion attempts on the Customer's network, undertaking to alert Ar Telecom as soon as possible of their occurrence.
- 4.6. The Customer acknowledges and accepts that Ar Telecom cannot guarantee the technical quality of the interconnection conditions of its network with other national and international networks that support the Services, when these are provided through equipment that is not directly controlled by Ar Telecom.
- 4.7. Ar Telecom may add new features to the Services without prior notice to the Customer, provided that all the features originally contracted are maintained.
- 4.8. If, for reasons not attributable to the Customer, any of the Services provided by Ar Telecom remain unavailable for a period exceeding 24 (twenty-four) consecutive or accumulated hours per billing period, Ar Telecom shall, regardless of the Customer's request, credit the amount equivalent to the price that would be due by the Customer for the provision of the service in question during the period in which it remained unavailable.
- 4.9. The period of 24 (twenty-four) hours referred to in the previous paragraph is counted from the moment Ar Telecom becomes aware of the unavailability or is notified by the Customer.

- 4.10. The Customer shall be reimbursed by Ar Telecom for any costs incurred as a result of the service unavailability that is not attributable to them.
- 4.11. The deduction or refund to which the Customer is entitled shall be made by credit on the next invoice issued by Ar Telecom or, if the contractual relationship has ended without such credit having been processed, by refund by any direct means, namely bank transfer, within 30 (thirty) days after the date of termination of the contract.
- 4.12. The unavailability of the service which, after being reported to Ar Telecom, continues for a period exceeding fifteen (15) days, entitles the Customer to terminate the Contract at no cost.

## **5. Activation of services**

- 5.1. Unless otherwise indicated in the Form or Commercial Proposal, Ar Telecom shall activate the contracted Services within a maximum period of 60 (sixty) working days from the date of signing the Form, except in the event of any technical or legal impossibility not attributable to Ar Telecom, in which case it shall inform the Customer within a maximum period of 5 (five) days from the date on which the impossibility is detected.
- 5.2. The provision of Services may be subject to prior testing, in which case the Customer shall allow such testing to be carried out and shall cooperate with Ar Telecom for this purpose.

## **6. Use of services**

- 6.1. The Customer undertakes to make appropriate and reasonable use of the Services and not to use the Services (i) as a means of causing damage to third parties or to Ar Telecom, (ii) to create, propagate or maintain and store illegal, inappropriate or defamatory content, (iii) in violation of any general principle and public order or any law or regulation in force and/or (iv) in violation of any rule, namely relating to

intellectual property rights, industrial property and personal data protection.

- 6.2. The Customer undertakes to comply with the Responsible Use Policy ("RUP") available on the Ar Telecom website ([www.artelecom.pt](http://www.artelecom.pt)) and to regularly consult this website to be aware of any revisions to the policy.

## **7. Suspension of services**

- 7.1. The Customer acknowledges and accepts that Ar Telecom may suspend the Services if any of the following situations occur: (a) default in payment of any amounts owed by the Customer; (b) the Customer violates the conditions of access and/or use of the Services; (c) when the security or integrity of the infrastructure supporting the Services is at stake; (d) there are reasonable grounds to suspect that the Services are being used by the Customer or third parties for illegal purposes; and (e) technical maintenance.
- 7.2. The Customer acknowledges and accepts that Ar Telecom is not responsible for any loss of data/information that may result from the suspension of the Service under the terms indicated in 7.1.
- 7.3. Whenever suspensions are, by their nature, foreseeable, Ar Telecom shall notify the Customer, with adequate advance notice, of the occurrence and estimated duration thereof.
- 7.4. Suspensions of the Service under the terms indicated in 7.1 shall not be counted for the purposes of measuring SLAs.
- 7.5. In cases of suspension of the Services in the situation provided for in 7.1(a):
  - (a) The suspension may only occur after 20 days of notification of default by Ar Telecom to the Customer, justifying the reason for the suspension and informing the Customer of the means at their disposal to avoid it;

- (b) If the Customer is a consumer under the terms of the applicable legislation, Ar Telecom shall issue a prior notice to the Consumer, granting them an additional period of 30 days for payment, under penalty of suspension of the service and possible automatic termination of the Contract, in the event of non-payment of the amounts relating to the provision of electronic communications services included in the invoice;
- (c) The advance notice referred to in the previous paragraph shall be communicated in writing to the Consumer within 10 (ten) days after the invoice due date, specifically indicating the consequences of non-payment, namely the suspension of the service and the automatic termination of the contract, and informing them of the means at their disposal to avoid them;
- (d) If, within 10 days after the end of the additional period established in subparagraph (b), the Consumer has not made payment or has not entered into any written payment agreement with the company with a view to settling the amounts owed, Ar Telecom shall be obliged to suspend the service for a period of 30 days;
- (e) The Service may be terminated for non-payment only when the debt is due and after adequate notice to the Customer, 8 days in advance;
- (f) The Customer has the right to pay and obtain settlement of part of the amounts contained in the invoice(s) whose payment is in arrears, and the suspension shall be limited to the Service whose payment is in question, whenever technically possible, except in cases of fraud or systematic late payment.

## **8. Traffic speeds**

- 8.1. Ar Telecom guarantees the equitable treatment of all traffic, without discrimination, restrictions or interference and regardless of the sender

and receiver of the content accessed or distributed, the applications or services used or provided, or the terminal equipment used.

- 8.2. The Customer expressly acknowledges and accepts that data transfer speed is affected by a diverse set of factors, including the characteristics of the terminal equipment used, the number of applications used simultaneously, the characteristics of the servers used, the capacity of the networks connecting these servers to the Internet, and the number of simultaneous users of these servers. Therefore, the access speed that can be achieved by each user at any given time depends on multiple variables that are beyond Ar Telecom's control.
- 8.3. Within the scope of the Internet service provided under the terms indicated in 2.5, 2.6, 2.7 and 2.9, Ar Telecom guarantees the traffic speeds disclosed in Ar Telecom's Conditions of Offer and Use of Electronic Communications Services, available on its website ([www.artelecom.pt](http://www.artelecom.pt)).

## **9. Terminal equipment**

- 9.1. Access to the Services may require the Customer to use terminal equipment rented or otherwise provided by Ar Telecom or sold to the Customer, which will be duly identified in the Form.
- 9.2. Equipment rented or otherwise provided by Ar Telecom shall remain in the Customer's custody and for their exclusive use, and its use shall be billed in accordance with the terms and conditions set out in the Form.
- 9.3. The custody of equipment rented or otherwise provided by Ar Telecom by the Customer obliges them to:
  - (a) Not attempt to repair, repair or carry out any type of intervention on the equipment, with its assistance and maintenance being the sole responsibility of Ar Telecom;
  - (b) Without written authorisation from Ar Telecom, not to move it in any way from its initial installation location, nor to modify the

conditions of the location, namely in terms of power supply or temperature control;

- (c) Allow Ar Telecom technicians or their representatives access to the location where the equipment is located so that they can carry out tasks related to maintenance, inspection, repair, replacement, or other tasks, subject to prior scheduling of at least 24 hours;
- (d) Immediately notify Ar Telecom in the event of a malfunction; and
- (e) Use the equipment exclusively for connection to Ar Telecom services.

9.4. Regardless of the reason and timing of the termination of the Service to which equipment rented or otherwise provided by Ar Telecom is associated, the Customer is obliged to provide access to personnel designated by Ar Telecom to proceed with its disassembly and removal ( ), on a date to be agreed, within a maximum period of 5 days after Ar Telecom's request to the Customer.

9.5. Whenever: (a) as a result of misuse, unauthorised repair or attempted repair, or alteration of the installation conditions; (b) loss; or (c) if for any reason Ar Telecom is prevented from collecting the equipment rented or otherwise provided to the Customer in perfect working order, Ar Telecom shall be entitled to invoice the respective replacement value for immediate payment.

9.6. Ownership of terminal equipment sold by Ar Telecom shall be transferred to the Customer upon full payment of the respective price, with the risk being transferred on the date of installation.

## 10. Technical support

10.1. Ar Telecom guarantees the Customer a permanent customer service, advertised on its website ([www.artelecom.pt](http://www.artelecom.pt)) for reporting faults and requesting technical support and changes to the Services.

- 10.2. Ar Telecom guarantees the repair of faults that occur in the provision of the Services and the maintenance and repair of the infrastructure and equipment used in accordance with the service levels set out in the Form.
- 10.3. The Customer undertakes to immediately inform Ar Telecom when detecting any anomaly or fault in the Services.
- 10.4. The Customer undertakes to cooperate with Ar Telecom in identifying any anomaly or malfunction, in order to enable its rapid correction when requested to do so by Ar Telecom.
- 10.5. Ar Telecom undertakes to agree with the Customer on the date and period necessary for the repair, whenever it is necessary to access the installation site for this purpose.
- 10.6. The Customer acknowledges and accepts that Ar Telecom may record contacts made with the Technical Support Service for quality control purposes and keep the recordings for the legally stipulated period.

## **11. Copyright and industrial property**

- 11.1. All copyright and industrial property rights relating to technical specifications, software, manuals, or any other material provided by Ar Telecom to the Customer belong exclusively to Ar Telecom or to the entity that has licensed them for this purpose.
- 11.2. The Customer undertakes not to make any unauthorised use of the software, manuals and other materials referred to above, namely not to decompile, reproduce or in any way alter or transmit them to third parties, as well as not to develop other products that incorporate the contracted software, the Customer being liable to Ar Telecom for any losses it may suffer as a result of the violation of these obligations.
- 11.3. The Customer undertakes to follow the instructions given to them by Ar Telecom regarding the use of trademarks or other rights that Ar Telecom directly or indirectly owns.

## **12. Responsibilities**

- 12.1. The Customer is responsible for complying with the obligations arising from this Agreement, even if the Services are intended to be used by third parties.
- 12.2. The Customer assumes sole responsibility for consumption resulting from abnormal or fraudulent traffic originating from or passing through Ar Telecom's network and other systems, and undertakes to settle with Ar Telecom and, where applicable, its partners, all charges or losses arising therefrom.
- 12.3. The Customer assumes sole responsibility for any damages suffered by them or by third parties as a result of the installation or use of unauthorised or unlicensed versions of software or other content on equipment or systems related to the Services.
- 12.4. The Customer assumes sole responsibility for the security and integrity of their network and equipment, as well as for the files, backups, programmes and/or content that they host on Ar Telecom's infrastructure while using the Services, and undertakes to compensate for any losses caused by their misuse.
- 12.5. The Customer is responsible for the control and administration of the pool of IP addresses assigned to them by third parties.
- 12.6. The Customer acknowledges and accepts that in the event of a call made to the national emergency number "112", the address communicated by Ar Telecom to PASP (Public Safety Answering Point) will be the address of the fixed telephone service subscribed to by the Customer, with the exception provided for in paragraph 12.7.
- 12.7. If the technical solution used by the Customer allows the use of part of the numbering assigned to them at addresses other than those mentioned in paragraph 12.6, they undertake to update and keep up to date, through the Customer Portal provided by Ar Telecom, the identification fields of the physical addresses associated with each of

the telephone numbers assigned to them, as this is the information that will be sent by Ar Telecom to PASP for the purpose of identifying the address from which the call to the national emergency number "112" originated.

- 12.8. The Customer acknowledges and accepts that they are solely responsible for the accuracy of the physical address identification information for each of the telephone numbers assigned to them within the scope of the contracted voice and/ , and that Ar Telecom is only responsible for sending this information to PASP.
- 12.9. The Customer is responsible for regulating the relations between themselves and each of the authorised users, and must inform them of their obligations and rights under the terms of the Contract.
- 12.10. The Customer undertakes to ensure free access for Ar Telecom technicians, or their duly identified partners, to the installation sites and on the dates previously agreed between the parties, for:
  - (a) The installation and connection of the Services;
  - (b) On-site technical assistance;
  - (c) Dismantling and collection of equipment and materials owned by Ar Telecom, in the event of termination of the contract.
- 12.11. The Customer must be present at the location when Ar Telecom collects the equipment. However, their absence shall not constitute grounds for preventing the scheduled work from being carried out.
- 12.12. Ar Telecom shall only be liable for damages or losses that are directly or indirectly attributable to it on the grounds of wilful misconduct or gross negligence, and shall not be liable for loss of revenue or profits or any extraordinary losses resulting from damage caused by the fault of the Customer or third parties.
- 12.13. Ar Telecom undertakes to publish and make available to the Customer comparable, clear, complete and up-to-date information on the quality

of the services provided, in accordance with the provisions of ANACOM on this matter.

12.14. The Customer undertakes to inform Ar Telecom if it becomes classified as a micro-enterprise, small enterprise or non-profit organisation.

### **13. Customer data**

13.1. The Customer's corporate and tax identification data must be provided, unless indicated as optional, as their communication is a legal and contractual obligation and a necessary requirement for the conclusion of the Contract. Refusal to provide such data will result in the impossibility of concluding the Contract.

13.2. The Customer undertakes to provide and keep their corporate and tax identification data up to date in a true, correct and complete manner.

13.3. The Customer undertakes to notify Ar Telecom of any changes to its corporate and tax identification details, namely changes to its company name, address/headquarters, demerger, merger, insolvency or Special Process for Revitalisation and Recovery of Companies or similar, within a maximum period of 10 days from the date of the respective change.

### **14. Personal data**

14.1. The personal data provided by the Customer under the Contract ("Personal Data") will be processed by Ar Telecom for the following purposes: (a) carrying out the pre-contractual steps necessary to process the Customer's request; (b) performing the Contract to which the Customer is a party; (c) complying with the legal obligations to which Ar Telecom is subject; (d) pursuing the legitimate interests of Ar Telecom, namely preventing fraud and abuse of the services by the Customer; and (e) communicating new products, marketing campaigns, promotions and sending informative newsletters.

14.2. Ar Telecom may communicate Personal Data to third parties if this proves necessary for the fulfilment of legal obligations to which it is

bound, namely to the National Authority for and Communications (ANACOM), the National Data Protection Commission, the Tax Authority or judicial entities.

- 14.3. Ar Telecom undertakes to retain Personal Data for the duration of the Contract and, upon its expiry, for the period necessary to comply with the legal obligations to which it is bound, subsequently destroying it.
- 14.4. Ar Telecom undertakes not to transfer Personal Data outside the territory of the European Union. Should Ar Telecom subcontract service providers located outside the European Union, it will choose those established in countries with an adequate legal framework.
- 14.5. The owners of Personal Data shall have the right to request access to personal data concerning them, as well as its rectification, updating, erasure, restriction or opposition to processing, and also the right to data portability, within legal limitations, and the right to lodge a complaint with a supervisory authority. However, the exercise of these rights may, in some cases, make it impossible for Ar Telecom to perform the Contract.
- 14.6. Data subjects may contact Ar Telecom via email [atdpo@artelecom.pt](mailto:atdpo@artelecom.pt) for further information on how their personal data is processed.
- 14.7. The Customer declares, with regard to the Personal Data provided by them to Ar Telecom under the Contract, that they have provided the aforementioned owners with all the necessary information mentioned in this clause and that they have obtained their authorisation for processing under the terms indicated in 14.1.

## **15. Complaints**

- 15.1. If the Customer wishes to submit a complaint regarding the provision of the Services, they shall notify Ar Telecom by post or email in accordance with clause 24, within a maximum period of 30 (thirty) days from the date on which they became aware of the facts that gave rise to the complaint.

- 15.2. Complaints shall be recorded/classified electronically by Ar Telecom, which shall analyse them and respond to the Customer within a maximum period of 20 (twenty) days from the date of receipt.
- 15.3. Complaints submitted by the Customer shall not entitle the Customer to withhold payment of any invoices.

## **16. Duration**

- 16.1. The Contract shall enter into force on the date of signature of the Form and shall remain in force from the effective date of activation of the Services for the period indicated in point 9 of the Form, after which, in the absence of any notice of termination by the Parties, the services shall continue to be provided for an indefinite period.
- 16.2. The period mentioned in the previous paragraph is associated with an amount calculated in accordance with point 9 of the Form, which will always be due in the event of breach of contract by the Customer or in the event of early termination of the contract on their initiative.
- 16.3. If the Customer is a Consumer or a micro-enterprise, small enterprise or non-profit organisation that has not waived the application of the articles provided for in section 13 of the Form, the scope of the Contract may not provide for loyalty periods exceeding 24 months.

## **17. Billing and prices**

- 17.1. The Services will be invoiced from the effective date of their installation/activation.
- 17.2. Ar Telecom will invoice monthly for the provision of the Services the amount established in the Form plus any extra resources or additional services that may be contracted by the Customer during the term of the contract. All amounts are subject to VAT at the legal rate in force, unless expressly stated otherwise.

- 17.3. Invoices issued for early termination and which include the collection of any amount owed by the Customer shall be issued for immediate payment.
- 17.4. At the beginning of each new calendar year, prices will be updated based on the average annual rate of change in the Consumer Price Index, as published by the National Statistics Institute with reference to the previous year.
- 17.5. Ar Telecom reserves the right to change, on an extraordinary basis, with 30 days' notice communicated by email, the prices charged whenever market conditions justify it, particularly in cases of changes in interconnection prices or others.
- 17.6. Detailed billing is available free of charge on the website: [www.artelecom.pt](http://www.artelecom.pt). Access will be limited to the Customer, the data subject, through the mechanisms provided for in 4.3.
- 17.7. Ar Telecom will send a detailed invoice in paper format upon express request by the Customer, who will bear the respective printing and postage costs.

## **18. Payments and late payments**

- 18.1. The Customer undertakes to pay the total amount of the invoices issued, by the date indicated therein, using the payment methods agreed between the parties.
- 18.2. Payment may be made directly to Ar Telecom or to the entity or entities contracted by it for this purpose and indicated to the Customer.
- 18.3. In the event of failure to make payments within the established deadline, Ar Telecom reserves the right to charge the respective interest on arrears at the applicable legal rate.
- 18.4. Any complaints by the Customer do not entitle them to withhold payment of any invoices, and such complaints shall be resolved in

accordance with the terms described in clause 15 and without prejudice to the provisions of clause 7.5(f).

## **19. Security**

Ar Telecom may require the Customer to provide or reinforce guarantees, namely in the form of a security deposit, to safeguard the fulfilment of its contractual obligations, namely payment of charges and any compensation whenever necessary.

## **20. Termination**

- 20.1. In the event of non-compliance or defective compliance by either party with the obligations established in the Contract, the other party may notify the defaulting party, by one of the means specified in clause 24, that it intends to terminate the Contract, giving it a period of not less than 15 (days) to remedy the situation of non-compliance.
- 20.2. If the defaulting party does not remedy the breach within the period granted under the previous paragraph, the other party may terminate the Contract by one of the means specified in clause 24.
- 20.3. The exercise of the right of termination by Ar Telecom shall not prejudice the right to collect any payment due from the Customer under the Contract, including the amount of commercial advantages granted and interest on arrears.

## **21. Early termination of contract**

- 21.1. The Customer may terminate this Contract at any time by notifying Ar Telecom by one of the means specified in clause 24.2, at least 30 days prior to the intended date of termination.
- 21.2. Early termination of the contract does not exempt the Customer from any payment due under this Contract, including the amount of commercial benefits granted and interest on arrears.

- 21.3. Early termination of the contract does not prejudice the verification of civil or criminal liability for acts occurring during the use of the Services by the Customer.
- 21.4. If the Customer is a Consumer or a micro-enterprise, small business or non-profit organisation, Ar Telecom shall not require the Customer to pay any charges related to non-compliance with the loyalty period in the event of a change in the Customer's permanent place of residence, if Ar Telecom cannot ensure the provision of the contracted service or an equivalent service, particularly in terms of characteristics and price, at the new address.
- 21.5. In addition to the provisions of the previous paragraph, if the Customer is a Consumer, Ar Telecom will not require them to pay any charges related to non-compliance with the loyalty period in the event of:
- (a) Unpredictable change of permanent residence of the Customer holding the Contract to a third country;
  - (b) Unemployment of the Customer who is the holder of the Contract, due to dismissal by the employer for reasons not attributable to the employee, which results in the loss of the Consumer's monthly disposable income;
  - (c) Permanent or temporary incapacity for work lasting more than 60 days, particularly in the event of illness, resulting in the loss of the Customer's monthly disposable income.

## **22. Suspension and expiry of Consumer contracts**

- 22.1. If the Customer is a Consumer, the Contract shall be suspended if one or more of the following situations occur:
- (a) Loss of the location where the Services are provided;
  - (b) Change of residence of the Customer outside the national territory;
  - (c) Absence of the Customer from their residence due to serving a prison sentence;

- (d) Absence from residence due to incapacity, prolonged illness or dependence on care provided or to be provided by a third party; and
- (e) Unemployment or sick leave on the part of the Customer.

22.2. In the situations referred to in clause 22.1:

- (f) There shall be no charge to the Contract holder, in particular in relation to its early termination;
- (g) The suspension of the Contract shall remain in force for the duration of the justifying reason;
- (h) The suspension shall be effected by notification from the Contract holder or their representative, accompanied by documentary evidence of the situation invoked.

22.3. Suspension of the Contract for more than 180 days shall result in its expiry at the request of the Contract holder or their representative.

### **23. Declaration of supply contracts**

Under Article 125 of the Municipal Property Tax Code (IMI), which requires water, energy and fixed telephone service providers to notify the Tax and Customs Authority (AT) of contracts entered into with their customers, as well as any changes thereto, customers must accurately respond to the property identification information requested on the website [www.artelecom.pt/cliente/AT](http://www.artelecom.pt/cliente/AT).

### **24. Communications and notifications**

- 24.1. All communications and notifications to the Customer shall be made (a) by post to the address indicated on the Form or (b) by email to the contact indicated on the Form or other contacts that may be indicated by the Customer.
- 24.2. All communications and notifications to Ar Telecom shall be sent by post to the address referred to in clause 1.1 or by email to

artelecom@artelecom.pt or others that may be indicated by Ar Telecom.

## **25. Applicable law and jurisdiction**

This Agreement is governed by Portuguese law. All disputes arising from or related to this Agreement shall be resolved by the Judicial Court of the District of Lisbon, with express waiver of any other jurisdiction.

## **26. Final provisions**

In the event of a conflict between the documents that make up the Agreement, the content of the documents shall prevail in the following order: Commercial Proposal, Form, Addenda, General Conditions.