

**1. SUBSCRIBER'S DATA**

Full name/Company name*:	Father's name:	
Profession/Activity:	Identity card number:	
Address/Street*:	No:	Fixed phone*:
Town*:	Zip code:	Mobile:
VAT:	TAX Office:	E-mail*:

\* The fields marked with an asterisk are mandatory.

**2. SUBSCRIPTION PACKAGE**

**Datafast 26**

18Mbps download – 6Mbps upload\* (for the first 26GB / month) \*\*

The service applies to home subscribers.

\* The maximum possible Internet connection speed depends on various technical variable factors such as: the level of Internet congestion, the server you are connected and the configuration of the hardware you use.

\*\*After the consumption of monthly usage limit, the speeds will be reduced without interruption or any extra charge.

A private IP address is provided and there is no possibility of any other routing, such as incoming requirements from public networks (TCP/UTP ports)

**3. PAYMENT – CASH**

PIRAEUS BANK: 5075 063 531 527 – IBAN: GR 77 0172 0750 0050 7506 3531 527

**4. PAYMENT TERMS**

The customer is obliged to pay in advance the amount of 379, 44 € that includes:

- 1) The equipment cost 148,80 €
- 2) The cost of subscription for the 1st 4 –months (4 x 42,16 / month) = 168,64 €
- 3) The activation fee 37,20 €
- 4) The transport cost 24,80 €

All the prices of the application include VAT 24%.

**5. EQUIPMENT**

The equipment will be send to the installer within 10-15 days from the sign of the contract with a Delivery Note-Invoice to the customer's name with final destination his address. The modem included in the equipment is wired.

**6. INSTALLATION**

Our company has an agreement with trained and authorized installers in the bigger towns of Greece.

The installation cost of Tooway package has agreed to the amount of € 80, which covers a range of 30 kilometers from the installer's base. If the installation surpasses this distance, the customer is obliged - before sign the present order - to contact with the installer and agree beforehand the extra charge. The installer is obliged to issue a document that will fully cover his works. The equipment as well as the installation has two years guarantee. In case of equipment installing by another technician, no guarantee is provided.

PLACE OF INSTALLATION		
ADDRESS:	TOWN:	ZIP CODE:

The client declares that:

I was informed for the standing price list and the activation procedure of the service, I read and accept completely the above terms that govern tooway offer as well as the general conditions of the contract for tooway provision service. I was informed of my access rights, exception and correction of my personal data, according to the articles 11 up to 13 of the law 247/97 for the protection of personal facts. The data of the present application are exact and true.

Date \_\_\_ / \_\_\_ / \_\_\_\_



Full name & Signature of the customer (+ Company stamp)
Send the application by fax to: 2109607071

## 1. GENERAL CONDITIONS OF CONTRACT FOR Datafast 26 PROVISION OF SERVICE

The general conditions of this contract in conjunction with the application form of satellite Internet of the signer (henceforth Subscriber) determine the conditions of use of broadband connection.

## 2. TERMS OF THE PROVISION OF SERVICE

2.1. DATAFAST SATELLITE SERVICES SINGLE MEMBER P.C. is authorized provider of Skylogic S.p.A., that is specialized in the provision of bi-directional satellite services and has license from NTPC (National Telecommunications and Post Commission). Hereby DATAFAST SATELLITE SERVICES SINGLE MEMBER P.C. undertakes the commitment to provide to the Subscriber the service as described in the application form throughout the duration of this. The Subscriber undertakes the commitment to pay the economic return for the service and to fulfill generally the other obligations deriving from the present.

2.2 The Subscriber expressly declares and guarantees that the e-mails, program codes, data, information and any other content that imports in the network by him, does not violate intellectual property rights of third parties.

2.3 The Subscriber's connection with the service "tooway" of Skylogic S.p.A. made simultaneously with the installation of equipment, which in each case is responsibility of the Subscriber. Necessary precondition for the connection of the equipment with the service is the unhindered as to the horizon reception of the satellite to the place where the equipment is installed.

## 3. OBLIGATIONS OF THE PARTIES

3.1. DATAFAST SATELLITE SERVICES SINGLE MEMBER P.C. is obliged to:

3.1.1. Make every effort for the normal operation of the service, under reserve to the relevant terms hereof. DATAFAST SATELLITE SERVICES SINGLE MEMBER P.C. though has no liability for any incidental or consequential damages or moral harm to the Subscriber.

3.1.2. To provide the service in the disposable speeds in accordance with this connection request. The data in the connection request as identified in paragraph 2 "subscription packages" refer to the maximum possible download and upload data speeds for the first 26GB / month and can be achieved under ideal conditions. Since the implementation of the connections is not under the control of the Company, the maximum speeds in question cannot be guaranteed. Both parties agree that the maximum data transfer rate to and from the company's network may be less than the maximum allowed.

3.1.3. To provide the service continuously and uninterruptedly apart from the required time periods at which is executed work of maintenance, network upgrade or failure of facilities or network, of those or third. DATAFAST SATELLITE SERVICES SINGLE MEMBER P.C. is obliged to update in time the Subscriber with all available means on the scheduled downtime, if not due to extraordinary harm and anticipated duration of this work. DATAFAST SATELLITE SERVICES SINGLE MEMBER P.C. is not responsible for interruptions, that are due to bad weather conditions (high rainfall or snow) in the HUB's area of Skylogic S.p.A. in Europe or in the region where the Subscriber's equipment is installed due to the fact that in the offered service the signal transmission is via satellite.

3.1.4. To restore any damage to the equipment that are under warranty within a reasonable time after notification of the Subscriber to DATAFAST SATELLITE SERVICES SINGLE MEMBER P.C. In case of intervention of the Subscriber or third party in the equipment, the last one must pay the cost of restoring the damage.

3.2 The SUBSCRIBER is obliged to:

3.2.1. Pay to DATAFAST SATELLITE SERVICES SINGLE MEMBER P.C. all amounts that are mentioned in the application form observing the economic conditions described in Article 6.

3.2.2. Settle on time and according to the terms of this all the invoices issued by DATAFAST SATELLITE SERVICES SINGLE MEMBER P.C.

3.2.3. The Subscriber is responsible to hold -during the submission of the application form- any license of competent authority or agency, which may be required to install the equipment.

3.2.4. The installation of the equipment is exclusive responsibility of the Subscriber, who may do it through approved installers. The equipment will be sent to the installer who after agreement with the Subscriber will deliver the equipment to the Subscriber and will proceed to the installation of the equipment with the financial burden of the Subscriber as stated in the application form.

3.2.5. The connection of the equipment to the network is carried out simultaneously with the installation.

3.2.6. The Subscriber must update on time and in writing DATAFAST SATELLITE SERVICES SINGLE MEMBER P.C. for the change of any detail mentioned in the initial application of connection.

3.2.7. The Subscriber is responsible for misuse of the network and services that is made by his equipment. Misuse is, without limitation, sending mass unsolicited e-mail, or generally undesired, confusing and misleading messages, all kinds of attacks to DATAFAST SATELLITE SERVICES SINGLE MEMBER P.C. network or third parties, the transmission, distribution or and / or storage of illegal material, or causing obstruction to the operation services of DATAFAST SATELLITE SERVICES SINGLE MEMBER P.C., etc. In case of doubt the only competent to deem whether an action constitutes a misuse is DATAFAST SATELLITE SERVICES SINGLE MEMBER P.C.

## 4. EQUIPMENT

4.1. The terms of use and installation of the equipment, the restoration of probable damage during and after the warranty are specified by the equipment supplier. Supplier is the company that manufactured the equipment or the representative or reseller of this.

4.2. DATAFAST SATELLITE SERVICES SINGLE MEMBER P.C. provides warranty of good operation of the equipment for (2) two years from the date of installation to the Subscriber.

4.3. The repair of the equipment during the warranty period will be made by approved installers of DATAFAST SATELLITE SERVICES SINGLE MEMBER P.C. The Subscriber is obliged to allow free access to the approved installer of DATAFAST SATELLITE SERVICES SINGLE MEMBER P.C. to make or and restore damage.

4.4. The satellite modem provides only wired connection with the computer.

## 5. INSTALLATION

5.1. The equipment installation will be done by certified installers from DATAFAST SATELLITE SERVICES SINGLE MEMBER P.C., who attended the training conducted by Skylogic S.p.A. and to who was provided the relevant certificate.

5.2. In case of equipment installing by any other except from the network of approved installers of DATAFAST SATELLITE SERVICES SINGLE MEMBER P.C., no warranty is provided for

the installation and equipment. The cost of equipment installation has been agreed at € 80,00 including VAT, which covers standard installation and installation within the range of 30 km from the base of the installer. If the installation exceeds his distance, the Subscriber is obliged, before signing the application form, to contact the installer and agree from the beginning the extra charge.

## 6. ECONOMIC TERMS

6.1. For the provision of the connection the Subscriber shall pay in advance the total amount referred in paragraph 4 of the application form.

6.2 Before the end of each 4-months and in specific one month earlier, the Subscriber is obliged to pay in advance the cost of subscription for the next 4-month, otherwise the connection is interrupted at the expiration date of the 4-month and If the subscriber wishes activation again, shall be charged the re-activation fee which is 30euros + VAT.

6.3. DATAFAST SATELLITE SERVICES SINGLE MEMBER P.C. charge the Subscriber according to each being in effect price list and with payment terms referred to it, reserves the right to change at any time, its pricing policy in accordance with the law and the rules of healthy fair competition. It is obliged though to inform the Subscriber on time through its website.

## 7. CONTRACT DURATION

7.1. The present is for one year as defined in the bid package in the application form.

7.2. In the event that the subscriber wishes the continuation of the contract beyond the duration that define the package that is listed in the application form, he must notify in writing within two months time before its expiration, to be informed about the current price list and if he wishes to proceed to the renewal of his connection.

7.3. If the Subscriber does not wish to continue the contract beyond the duration that is defined the package that is committed, he must provide written notice within one (1) month before its expiration.

7.4 In the event that the Subscriber wishes the interruption of the connection before completing the 12 months that is committed, he must pay to DATAFAST SATELLITE SERVICES SINGLE MEMBER P.C. the total of accounts due up to the time of the interruption.

## 8. BREACH

8.1. This contract shall be terminated immediately for any party if the other party enters into administrative receivership, liquidation or bankruptcy or ceased its payments.

8.2. The loss, theft or destruction of the terminal is not a reason for breach of contract because the risk is borne exclusively by the Subscriber.

8.3 In the event of breach of contract from the Subscriber without fault of DATAFAST SATELLITE SERVICES SINGLE MEMBER P.C. or by DATAFAST SATELLITE SERVICES SINGLE MEMBER P.C. due to Subscriber's fault before the completion of 12 months, applies the paragraph 7.4 hereof.

## 9. FORCE MAJEURE

9.1. If circumstances of force majeure last for a period longer than (30) thirty calendar days, any of the counter-party may breach the present without penalty with written notice to the counter-party. In the events of force majeure, indicatively and not limiting are included hostilities, revolt riot, anarchist action, natural disasters, fire, flood, strike, national decisions and / or community or other authorities and generally any fact that can not be foreseen or prevented by the contracting parties.

9.1.2. DATAFAST SATELLITE SERVICES SINGLE MEMBER P.C. is not responsible for any serious and permanent damage or interference that may cause to the satellite or to the terrestrial equipment or to the control center of Skylogic S.p.A. in period of peace or war.

## 10. PROCESSING OF PERSONAL DATA

10.1 The Subscriber completes the application form with his data, which asks DATAFAST SATELLITE SERVICES SINGLE MEMBER P.C. These data retain by DATAFAST SATELLITE SERVICES SINGLE MEMBER P.C. in electronic format for the management and pricing of the Subscriber. DATAFAST SATELLITE SERVICES SINGLE MEMBER P.C. during the period of observation of these data use these lawfully following security procedures and providing the utmost security and confidentiality. The Subscriber allow the use of personal data of his application form from DATAFAST SATELLITE SERVICES SINGLE MEMBER P.C. for the fulfillment of the business goals.

## 11. ASSIGNMENT

11.1 The Subscriber is not allowed to cede any right or obligation of the present in third natural or legal person or consortium without the prior written consent of DATAFAST SATELLITE SERVICES SINGLE MEMBER P.C.

## 12. GENERAL PROVISIONS

12.1 The present in combination with the application is the only agreement between DATAFAST SATELLITE SERVICES SINGLE MEMBER P.C. and the Subscriber.

12.2. The Subscriber declares that he accepts in full and without reserve all the present terms..

12.3. The choice of technology for the achievement of the purpose of the application is in the absolute discretion of DATAFAST SATELLITE SERVICES SINGLE MEMBER P.C.

12.4. In no event DATAFAST SATELLITE SERVICES SINGLE MEMBER P.C. is liable for any direct or consequential damages or loss of profits of the Subscriber that may arise during or by the use of the subscription.

12.5. If any term of the present deemed as invalid for any reason, the remaining conditions remain strong.

12.6. For the settlement of any dispute that may arise between the Subscriber and DATAFAST SATELLITE SERVICES SINGLE MEMBER P.C. by the present contract competent are the courts of Athens and applicable law is the Greek.

Date.....

The Subscriber  
Name/Surname of client or his legal representative  
+ Company stamp