

GENERAL TERMS FOR THE PROVISION OF ELECTRONIC COMMUNICATIONS SERVICES AND RELATED SERVICES

1. OBJECT

1.1. The General Terms ("**Terms**") establish the terms applicable to the provision, by NOS Comunicações, SA, a public limited company with head office at Rua Ator António Silva no. 9, Campo Grande, 1600-404 Lisboa, registered with the Portuguese Company Registry Office under NIPC 502.604.751, with a share capital of € 1.576,326,759.00 ("**NOS**"), to the Customer, of the Service identified in the Specific Terms, Contract Summary Template and/or Customer Subscription Form(s) ("**Service**"), pursuant to Law No. 16/2022, of August 16 ("**LCE**") and its amendments and regulations, as well as the provision of other additional services, Service facilities and related functionalities, as requested or accepted by the Customer and made available by NOS, by any of the means of subscription to new services.

1.2. For the purposes of these Terms and of article 71 of the Civil Process Code, NOS and the Customer are considered to reside respectively at the addresses provided for that purpose in the Subscription Form ("**Form**").

1.3. The Specific Terms and the contents of the Form also apply to the provision of the Service, and shall prevail over the Terms.

1.4. The Customer, as signatory of this Contract, declares, as regards the users of the services and, when applicable, their representatives (such as, for example, managers, attorneys or account decision makers), that they made them aware of the present Terms, in particular those provided for in clause 18. (Personal data). The Customer further declares, with regard to the processing of personal data for sending marketing communications and in relation to users or representatives, that he previously obtained the relevant consent or informed them of this fact and the possibility of exercising the right of opposition, all in accordance with the Form and the aforementioned clause 18.

1.5. The type of maintenance services covered by the provision of each Service are those established as such in the Specific Terms and/or indicated in the Form.

2. SUBSCRIPTION FORM

2.1. The single contract for the provision of the Service ("**Contract**") that may result from the acceptance by NOS of the Form is governed by the Specific Terms of the Service, by the Contract Summary Template (CST) when applicable, and by the terms of the Form.

2.2. The Form shall only be considered and accepted when duly completed and signed and if the requirements for the provision of the Service

in the requested term are fulfilled, acceptance being conditioned, in the case of the Service(s) provided under pre-payment, to the Customer making the activation call.

2.3. NOS may assign the Customer a reference amount corresponding to the maximum estimated cost of the monthly Service to be used by the Customer, for the purposes in paragraphs 7.3. and 7.4. of the Terms or others contained in the Specific Terms or the Form duly accepted by the Customer, who may request from NOS, at any time, the value of said amount, as well as its alteration or adjustment, under the terms described in the contract.

2.4. When the Form is subscribed by someone other than the Customer identified therein and the Contract does not produce effects in relation to it, due to lacking or insufficient powers of representation, the Contract is deemed to be signed with the subscriber(s) of the Form, it being understood, for all legal and contractual purposes, that references to the Customer designate the subscriber(s), without prejudice to the right that, in this case, is conferred on NOS to terminate the Contract, upon written notification made pursuant to paragraph 12.6.

2.5. Should the Customer intend to change any of the Service options provided by NOS, s/he shall communicate this intention to NOS who, in case of acceptance of the intended changes by the Customer, shall carry them out within a period to be agreed with the Customer for that purpose.

3. CONTRACT EFFECTIVENESS

3.1. The Contract comes into force on the Service's date of Commercial Activation.

3.2. For the purposes of this Contract, the expressions "Commercial Availability" or "Commercial Activation" of the Service take place and designate the moment in which NOS confirms to the Customer it's acceptance of the Form he signed for the provision of the Service.

3.3. Commercial Activation is subject to the suspensive condition related to the cumulative fulfillment of the following conditions:

a) receipt of the Form, fully and correctly completed;

b) acceptance by NOS with confirmation to the Customer.

4. CONTRACT DURATION AND RENEWAL TERMS

4.1. The Contract shall have a minimum initial duration in accordance with the loyalty period stipulated in the Form or CST whose existence in the case of a consumer Customer and, if applicable, micro-businesses, small businesses or non-profit organizations, shall require provision of duly

identified and quantified consideration(s), including subsidized terminal equipment, service installation, when applicable, service activation or other promotional conditions. After the loyalty period indicated on the Form or in the CST expires, the Contract shall be automatically renewed for successive periods of 1 (one) month unless terminated by either party, by simple written communication to the other, at least 1 (one) month in advance of the expiry of the initial period of the Contract or any of its renewals.

4.2. If no loyalty period is provided for or is deemed to be irregular, the Contract shall be subject to a minimum initial duration of 1 (one) month, being automatically renewable under the terms of paragraph 4.1.

4.3. During the term of the loyalty period, the Customer is obliged to keep the subscribed tariff plan active and, whenever that plan requires mandatory minimum top-ups, to carry them out under the previously defined terms and duration.

5. AMENDMENT OF CONTRACTUAL TERMS

5.1. Whenever NOS chooses to amend these Terms pursuant to the provisions of article 135 of the LCE, it shall notify the Customer of that amendment by any written means or other durable media, at least 1 (month) in advance of the date of its entry into force.

5.2. In case the Customer does not accept the changes conveyed under the terms of the previous clause, S/he may terminate the Contract, free of charge, by informing NOS of his intention within a period of 30 (thirty) days after receiving NOS' notice.

5.3. The Customer may inform NOS of its intention to terminate by registered letter with acknowledgment of receipt, sent to Apartado 52111, EC Campo Grande, 1721-501 Lisboa, at a NOS store, via the Customer Area, or by any other means that may be provided for this purpose. Customers may find additional information on ways to terminate the Contract at <https://www.nos.pt>

5.4. In the cases provided for in the previous paragraphs of this clause, the termination shall take effect on the date of entry into force of the changes that determined it.

5.5. The Customer acknowledges and accepts that the price update provided for in paragraph 10.2. does not constitute an amendment of the contractual terms under the terms of this clause.

5.6. The right of withdrawal without any charges provided for in clause 5.2. does not apply when the changes (i) are proposed exclusively

for the benefit of the Customer, (ii) when they have no negative effect on the Customer, namely those of a purely administrative nature or related to the provider's address, nor

(iii) when they arise directly from the application of a legislative act, national or from the European Union, or an ANACOM act or regulation.

5.7. NOS reserves the right to cease providing some of the services or functionalities that may be accessed through the Service, by means of a written communication sent to the Customer, under the terms of clause 5.1., at least 15 (fifteen) days in advance.

6. RIGHT OF TERMINATION

6.1. In the case of Contracts entered into by remote means or outside company premises and where the Customer is a natural person acting outside the scope of its professional activity, s/he may exercise the right to free termination of the Contract within a period of 14 (fourteen) days or, when service subscription is carried out at the Customer's home or in the course of a visit organized by NOS, or by its representative or agent, outside its company premises, within a period of 30 (thirty) days, counting from the date the Contract is closed by unequivocally informing NOS, by any means susceptible of proof by the Customer, under the terms of the free resolution model provided for in the annex of Decree-Law n.º 24/2014, of February 14, or other that may replace it.

6.2. After exercising the right of free withdrawal, the Customer shall, within a period of 14 (fourteen) days from the date on which it has communicated its decision to withdraw, return, to NOS or to any third party it appoints, the items received when the Contract was closed or due to its conclusion, bearing the costs associated with said return.

6.3. The exercise of the right of free termination of the Contract does not excuse the Customer from paying the amount proportional to the service provided, in cases where said provision has started during the legal term of free termination.

6.4. The right of free termination of the Contract does not apply if the services have been fully provided with the express consent of the Customer and upon its acknowledgment that its full execution constitutes an exception to the right of free termination.

6.5. In the event of termination of the Contract under the terms of this clause, NOS shall reimburse the Customer for payments received, which do not relate to the price of the services provided at the Customer's request, within a period of 14 (fourteen) days from the date on which it is informed of the termination of the Contract. The refund shall be performed by bank transfer, to an IBAN to be provided by the

Customer when exercising the right of free withdrawal, or, should the Customer fail to provide an IBAN, by check.

6.6. NOS reserves the right to withhold reimbursement of the amounts referred to in the previous clause as long as the Customer does not return the received items or provide proof of their return.

6.7. The Customer shall be fully responsible for the preservation of the received items until the Contract is terminated and they are delivered to NOS, and shall return them in proper condition, being also responsible to NOS for any depreciation of the items if the handling carried out exceeds what is usually deemed acceptable in the company premises, in which case their commercial value shall be due by the Customer.

7. TERMS OF ACCESS TO THE SERVICE

7.1. Without prejudice to the provisions of other clauses, for the Customer to be able to use the Service, he shall cumulatively comply with the Terms of access to the Service that are duly indicated in the Specific Terms and/or Form, as well as in the subscribed Service tariff plan.

7.2. Whenever the Service activation requires installation or provision, whether by NOS or a third party, of any technical or other means, the Customer shall undertake to carry out the necessary steps and to give its consent in all acts where its intervention is needed.

7.3. In cases where the value of the Service(s) used by the Customer in a given period allows for a reasonable forecast that its global monthly amount will exceed the reference value assigned to the Customer under clause 2.3. , NOS may convey this estimate to the Customer, who may choose between requesting the adjustment of the assigned reference value or its maintenance.

7.4. Changing the reference value at the Customer's request may require changing the terms of payment for the Service or paying in advance a certain monthly volume of communications in accordance with the tariff plan applicable to the Services, which shall not exceed the difference between the previous value and the new reference value chosen by the Customer.

7.5. The Service shall be used in accordance with the provisions of the Acceptable Use Policy and, if applicable, with the Responsible Use Policy, available for consultation at www.nos.pt. Violation by the Customer of the terms of access and use of the Service shall constitute grounds for suspension or termination of access to the Service, under the terms set out in clause 12. of the Terms

8. SERVICE GUARANTEES

8.1. NOS shall provide the Service on a regular and continuous basis, undertaking to repair any faults that may occur in its provision and undertaking to comply with the quality levels to which it is obliged, in accordance with the applicable legislation, and in accordance with the service quality parameters that may be defined by ANACOM at all times.

8.2. Without prejudice to the provisions in the previous clause, NOS undertakes to ensure the service quality levels duly indicated in the Specific Terms.

8.3. In cases where the Service is unavailable for a period longer than 24 hours, whether consecutive or accumulated per billing period, for reasons not attributable to the Customer, NOS shall compensate the Customer as per the terms set out in the LCE.

8.4. Should NOS fail to comply with the deadlines for activating the services or repairing faults provided for in the Specific Terms, or to be present on any agreed dates, the Customer shall be entitled to compensation, as per the terms of the LCE.

9. INFRASTRUCTURE OR EQUIPMENT REQUIRED BY THE SERVICE

9.1. To the extent that provision of the Service requires setting up infrastructure or network equipment, NOS shall determine the ones it considers best appropriate for the purpose, and may also, during the term of the Contract, change the type of network infrastructure/equipment and access under its responsibility, ensuring the quality of the Service within the agreed conditions.

9.2. NOS shall maintain and repair the infrastructure and equipment it owns and uses for providing the Service.

9.3. NOS is not responsible for securing any authorizations that may be required for installing infrastructure/equipment at the Customer's premises, nor may it be held responsible for any changes to the terms of use of such infrastructure/equipment, whose causes are unrelated with itself, and produce interruptions, interference or any other difficulties in the use of the Service by the Customer, without prejudice to the right of withdrawal provided for in clause 12.6..

9.4. NOS may provide the Customer, through sale, rental or temporary assignment free of charge, the required equipment for accessing and using the Services.

9.5. In cases where the equipment is made available to the Customer through rental or free temporary assignment, it constitutes and remains the property of NOS throughout the period of use of the Services

for which it was made available, under the custody and responsibility of the Customer, and shall only be used lawfully and for its exclusive use, the Customer being obliged to compensate NOS for damages suffered in the event of loss or theft and, in general, for damage not resulting from normal, lawful and diligent use or resulting from attempts to modify the installation that have not been previously authorized by NOS.

9.6. The Customer may freely choose the terminal equipment required to use the Service, bearing the costs of its acquisition or rental, installation and maintenance, undertaking, however, to use only those that comply with the legal requirements in force at any given time and also the specifications and technical requirements necessary for the good and efficient use of the Service, namely, those that constitute Terms of Access to the Service provided for in the Specific Terms and/or Form, and being responsible for ensuring that they do not interfere with NOS' network or services.

9.7. If the equipment required for use and access to the Service is provided by NOS or a supplier approved by it specifically for the provision of the Service, these may contain devices that ensure they may only be used within the scope of the Service.

9.8. In cases where NOS network infrastructure/equipment is placed on the Customer's premises, the Customer undertakes to observe the correspondent conditions of packaging and use as per the Specific Terms and/or Equipment Supply Request.

9.9. In the case provided for in the previous clause, the Customer shall be responsible for NOS' network infrastructure/equipment, undertaking to compensate NOS for any damage caused from the moment of their installation until they are returned to NOS, under the terms of the applicable conditions.

9.10. Upon termination of the Contract, the Customer is obliged to return the assigned equipment to NOS or provide access to personnel appointed by NOS for disassembling and removing infrastructures/equipment installed for providing the Service and that are owned by NOS, on a date to be agreed in accordance with NOS' request, addressed to the Customer at least 48 hours in advance, within the 30 (thirty) days upon termination of the Contract.

9.11. Should the Customer fail to return the equipment to NOS or disassembly and removal be impossible to carry out within the 30 (thirty) days referred to in the previous clause for reasons related to the Customer, the latter undertakes to compensate NOS in an amount equivalent to the

replacement value of the referred infrastructure/equipment, published at nos.pt

10. PRICES, INVOICING AND PAYMENT

10.1. Prices due for the provision of the Service or related services shall result from the application of the corresponding tariff plans and conditions currently in force, which may include payment of a monthly and/or per use fee(s) depending on the applicable terms, as well as specific considerations involving the Service and/or equipment that has been assigned to the Customer.

10.2. Prices applicable to the services may be subject to periodic updates performed in the period between February and April of each year, by reference to the inflation rate calculated on the basis of the Consumer Price Index of the previous year, published by the National Institute of Statistics (INE), or, in any case, on a minimum amount of 50 cents (VAT included).

10.3. Payment for Service(s) shall be due starting from the Commercial Activation, when billing will begin.

10.4. NOS shall invoice, on a monthly basis, the amounts to be charged for the provision of the Service, in accordance with the prices on the Tariff plan currently in force.

10.5. In addition to the values mentioned in the previous clause, for each unpaid invoice within the corresponding period, compensation shall be due in the amount provided for in the Tariff plan currently in force, for charges related to the collection of the outstanding invoice, due to non-compliance with the obligation of timely payment, said amount may be higher than that foreseen in the Tariff plan if referred charges exceed its value.

10.6. Notwithstanding the provisions in paragraph 8 of this Clause and any limitations resulting from applicable privacy safeguard regulations, namely as regards the rights of users who make the calls, NOS shall provide the Customer with detailed invoicing for the Service used, should the Customer expressly request it. NOS may, in this case, charge the Customer for the added cost related to detailed invoicing, in accordance with the Tariff plan currently in force. The invoice detail shall be presented with the last 5 digits of the destination numbers redacted, unless otherwise provided for by law.

10.7. The Customer undertakes to pay the invoices within the period therein specified by NOS, to the entity it refers or any other appointed by NOS for the purpose.

10.8. Invoices may be issued on paper or by electronic means, according to Customer preference and, if applicable, in accordance with the conditions and costs of the Tariff plan currently

in force.

10.9. In cases where the Form contains an indication that the Service shall be provided on a Pre-Payment basis, the Customer shall pay in advance, through a top-up system or another system made available by NOS for this purpose, in accordance with the Tariff plans.

10.10. The monthly invoice may include values referring to goods or services provided by third parties other than NOS and which may or may not relate to electronic communications services.

10.11. Any complaint from the Customer regarding invoices issued by NOS within the scope of the Service does not suspend its obligation to pay subsequent invoices, within the due dates included therein, NOS being, however, obliged, to diligently assess the reasons invoked in the complaint and issue any credits or refunds the Customer may prove to be due.

10.12. Notwithstanding the right to suspend or terminate the Contract, under the terms set out in clause 12., should the Customer become in arrears, NOS shall be entitled to charge interest calculated at the statutory commercial rate applicable to commercial operations.

10.13. NOS may require payment in advance for a certain monthly volume of communications in accordance with the Tariff plan applicable to the Services, calculated according to the monthly average value of consumption made by the Customer or, in its absence, according to the consumption forecast considering the Tariff plan chosen by the Customer.

10.14. Without prejudice to the provisions in the previous clause, NOS may demand additional guarantees or their reinforcement, for restoring the Service following an interruption resulting from a breach of contract attributable to the Customer, in the case of private Customers, in an amount to be determined by ANACOM.

11. SHARING THE SERVICE WITH THIRD PARTIES

The Service may not be shared by the Customer, free of charge or for a fee, with any third parties, nor may the Customer allow its use, for the direct or indirect benefit of any third parties, without securing NOS' prior written permission.

12. GROUNDS FOR SUSPENSION OR TERMINATION OF THE CONTRACT

12.1. The Service may not be suspended without adequate notice, save for unforeseeable or force majeure circumstances.

12.2. Without prejudice to the provisions in the previous clause, NOS may suspend or limit the Service(s) offered:

a) whenever suspension or limitation is deemed to be

required to ensure network security, namely in emergency or force majeure situations, to react to threats or situations of vulnerability, to avoid interference between technical systems and whenever necessary to ensure compliance with the rules that regard protection of the Customer against risks to privacy and personal data, as well as to ensure network integrity, service interoperability, compliance with regional planning guidelines and respect for conditions regarding environment and heritage protection, upon notification to the Customer, made at least 24 hours in advance, except in cases of emergency or force majeure;

b) should the Customer fail to observe the conditions of access as regards terminal equipment or other Service Access Conditions duly indicated in the Specific Terms and/or Form, upon notification to the Customer, made at least 24 hours in advance, unless a different deadline is defined by law, in which case that shall be applicable;

c) should the Customer get into arrears, namely due to non-payment of the invoices corresponding to the Services, upon prior notification to the Customer given at least 20 (twenty) or 30 (thirty) days in advance, depending on whether the Customer is a consumer or not, stating the reason for the suspension and the means available to the Customer for avoiding it, as well as for restoring the Service or for automatic termination of the Contract, in the case of consumer Customers.

12.3. Without prejudice to the provisions in the previous paragraph, the Service cannot be suspended as a result of non-payment of any other service, even if included in the same invoice, unless they are functionally inseparable, the Customer being entitled to partial payment and acquittance, in which case the suspension shall be limited to the service in arrears, unless the services are functionally inseparable.

12.4. In the case of provision of the Service on a pre-payment basis, NOS shall ensure the Customer is informed when his balance is close to zero and the service will be interrupted shortly, if the Customer's account balance is not increased.

12.5. Service suspension due to non-payment of invoices shall not affect the Customer's access to calls that do not involve payment, namely those made to the single European emergency number, which shall be guaranteed.

12.6. NOS may terminate the Contract upon prior notice to the Customer given at least eight (8) days in advance (unless

a different deadline is defined by law, in which case that shall be applicable, or when prior notification is incompatible with the nature and severity of the violation, in which case termination shall precede the notification itself) in the following cases:

a) serious or repeated non-compliance, by the Customer, with legal, regulatory or contractual provisions applicable to the Contract;

b) If the Customer has been in arrears for a period equal to or greater than 20 (twenty) days in the case of non-consumer Customers;

c) if the Customer has made false statements regarding elements deemed as essential by NOS, before or after performing the Contract, namely providing false statements when filling out the Form;

d) failure to observe the Service Access Terms;

e) the remaining cases provided for in the Specific Terms of the Service.

12.7. Lifting restrictions on the provision of the Service resulting from the Customer getting into arrears or signing a new contract for the provision of electronic communications services or related services to the Customer by NOS requires full payment of the outstanding invoices, plus interest on arrears at the statutory commercial rate applicable to commercial operations, of the amounts mentioned in 10.4. and, furthermore, any costs that may be due for suspension removal and reactivation (reactivation fees) in accordance with the conditions in force at the date restrictions are to be lifted.

12.8. The Customer may terminate the Contract in case NOS breaches any obligation resulting therefrom, by registered letter with acknowledgment of receipt sent to Apartado 52111, EC Campo Grande, 1721-501 Lisboa and where ownership of the Contract is demonstrated, at a NOS store, through NOS' Customer Area, or by any other means that may be created for this purpose. The Customer may find additional information on ways to terminate the Contract at <https://www.nos.pt>

12.9. Unless mandatory legal provisions dictate otherwise, NOS may prevent the termination provided for in the previous clause if, within a period of 30 (thirty) days after receiving the communication provided for in that number, it fulfills its contractual obligations or provides compensation for the damage caused, should the grounds alleged by the Customer be confirmed.

12.10. Both NOS and the Customer may also terminate the Contract in cases where use of the Service is prevented by a cause attributable to third parties or permission required for the installation of technical means needed for the provision of the Service cannot be obtained or in cases where changes in the conditions of use of said technical means prove harmful to the

quality of service provision, namely, by causing interruptions, interference or other serious obstacles to its use by the Customer.

12.11. The resolution provided for in the previous clause shall be performed by means of a written communication sent to the other party, at least 15 (fifteen) days in advance of the date on which it is to take effect, said communication shall specify the correspondent grounds.

13. TERMINATION OF THE OFFER

13.1. Under the terms and for the purposes of subparagraph c) of paragraph 1 of article 113 of the LCE, in the event of termination of service offers by NOS, it shall inform the Customer of this in writing, at least 15 (fifteen) days in advance.

13.2. In the case provided for in the previous clause, the Contract shall expire from the date of said service offers termination, without prejudice to the Customer's obligation to pay any amounts arising from the use of the Service until that date.

14. EFFECTS OF CONTRACT TERMINATION DUE TO CUSTOMER INITIATIVE OR NON-COMPLIANCE

In the event of termination of the Contract by NOS within the period provided for in clause 4.1. due to Customer non-compliance, as well as in the event of early termination of the Contract during the loyalty period, by Customer initiative, the Customer shall be obliged to pay NOS the value of the charges calculated under the terms set out in the LCE, without prejudice to the right to any overdue amounts and interest in arrears.

15. REFUNDS AND COMPENSATIONS

15.1. Without prejudice to the provisions in clause 8.4. , NOS shall not be contractually responsible for lost profits or indirect damages, its contractual liability being limited, in any case, to damages directly related to breach, with intent or serious negligence, of contractual obligations, by itself or by representatives, agents, assistants or any other persons it may appoint for fulfilling its obligations, said contractual breaches being meant to include situations such as Service faults or failure.

16. SERVICE DELIVERY METHOD

16.1. NOS reserves the right to change the fashion in which the Service and its dependent services are provided, delivering them by means of infrastructures it owns or has contracted for the purpose, and guaranteeing the respective quality standards at no additional cost to the Customer, without prejudice to the provisions of clause 5. of these Terms, in cases where such changes may alter contractual conditions.

16.2. For the purposes of the previous clause, the Customer shall collaborate with NOS so as to facilitate the performance of required technical changes.

16.3. NOS may directly ensure compliance with the obligations arising from the Contract or, when deemed necessary, subcontract the provision of all or part of the Service or related services (subcontracting, namely, the provision of technical services, customer support services, technical or commercial assistance or invoice processing) to other entities, in which case the provisions of Clause 18.4 shall apply.

17. COMMUNICATIONS

17.1. Without prejudice to other forms of communication agreed between the Parties, set out in the Contract or resulting from mandatory legal provisions, any notifications made to the Customer pertaining to the Service or its relationship with NOS, shall be made by SMS or by email, using the contacts provided by the Customer, or the address provided by the Customer for invoicing purposes.

17.2. Without prejudice to other forms of communication agreed between the Parties, included in the Contract or resulting from mandatory legal provisions, communications from the Customer to NOS may be conducted: at a NOS store; using the Customer support service 931 699 000 or 16990, by mail to Apartado 52111, EC Campo Grande, 1721-501 Lisboa, or by any other means that may be created by NOS for this purpose, in keeping with the procedures set out for each case.

18. PERSONAL DATA

18.1. The entity responsible for processing personal data is NOS Comunicações, SA.

18.2. NOS has appointed a data protection officer who can be contacted directly by letter sent to NOS – DPO, Rua Actor António Silva, n.º 9, Campo Grande, 1600-404 Lisboa or the email address dpo.privacidade@nos.pt

18.3. NOS Customers' personal data is processed because that is required for closing and performing the contract, for fulfilling legal obligations imposed on NOS, for the pursuit of NOS' legitimate interests or because consent was given. Data identified in the Subscription form as required is indispensable for NOS to perform the service. The accuracy and completeness of this data or any other information shall be the sole responsibility of the customer that provides it.

18.4. Personal data provided by the Customer or generated by the use of the service shall be processed and stored electronically, and is meant to be used by NOS for: marketing and sales, customer management and service provision, accounting, tax and administrative management, litigation management,

fraud prevention, revenue protection and auditing, network and systems management, information security and physical security control, operator management and compliance with legal obligations.

18.5. Data processing for marketing purposes shall be carried out in accordance with the consent option expressed by the Customer. Consent shall be prior, free, informed, specific and unequivocal, expressed in a written or oral statement or through the validation of an option. The Customer can object to data processing for marketing purposes at any time and by any means.

18.6. The Customer's personal data may be included in telephone directories and information services belonging to third parties, namely the Universal Service provider, provided that the Customer gives his consent.

18.7. Personal data is kept for different periods of time, depending on its purpose and taking into account legal criteria, need and minimization of storage time. Specifically with regard to traffic data, it may be kept until the end of the period during which the invoice can be legally contested, or the payment claimed, or for the legally defined periods for the purposes of investigation and legal actions of a criminal nature.

18.8. NOS may record phone calls as proof of a commercial transaction and any other communications regarding the contractual relationship, as well as for monitoring customer service quality, under the terms required by law or if consent is obtained, as applicable.

18.9. NOS may use subcontractors for the purposes of processing personal data, namely for customer management, service provision, invoicing and litigation management, these entities being obliged to develop the appropriate technical and organizational measures for protecting data and ensuring the defense of holders rights. Under certain circumstances, specific personal data may have to be communicated to public authorities, such as tax authorities, courts and security forces.

18.10. In the event of non-compliance with payment for the service in an amount equal to or greater than 20% of the guaranteed minimum monthly remuneration, NOS may enter Customer data into the Shared Database (BdP), a database common to other companies that offer communication services. NOS shall inform Customers, within 5 (five) days, that their data has been entered into the BdP.

18.11. NOS entitles Customers to

anonymize their phone numbers or calling numbers, reject confidential phone calls and identify the origin of unidentified calls that disturb family peace or the intimacy of private life. NOS may register and convey to organizations with legal competence to receive emergency calls, the Customer's location data for the purpose of responding to that emergency call, regardless of the use of any mechanisms to eliminate caller line identification or its equivalent.

18.12. Customers are guaranteed the right of access, rectification, opposition, deletion, limitation and portability of their personal data. The exercise of rights may be requested through 800 109 300 or by means of a written request sent to NOS – Privacidade, Rua Actor António Silva, n.º 9, Campo Grande, 1600-404 Lisboa or the email address cliente.privacidade@nos.pt

18.13. Without prejudice to the possibility of complaining to NOS, Customers may submit complaints directly to the control authority, whose contacts may be consulted at www.nos.pt/privacidade

18.14. Customers may obtain complete and up-to-date information about NOS' privacy policy and personal data processing, at www.nos.pt/privacidade, namely as regards the categories of processed data, the purposes and legitimacy for the treatment, the retention periods and how to exercise their rights.

19. DISPUTE AND COMPLAINT RESOLUTION PROCEDURES

19.1. In the event of a dispute, and for the purposes of summons or notification, the Customer's usual place of residence shall be the one provided by the Customer for invoicing purposes.

19.2. On issues arising from this Contract, the judicial courts and the Alternative Dispute Resolution entities for Consumer Disputes shall be competent, also, consumer customers may resort to the arbitral tribunals to which NOS is legally bound

- CNIACC - Centro Nacional de Informação e Arbitragem de Conflitos de Consumo (www.arbitragemdeconsumo.org), CAUAL - Centro de Arbitragem da Universidade Autónoma de Lisboa (arbitragem.autonoma.pt), Centro de Arbitragem de Conflitos de Consumo de Lisboa (www.centroarbitragemlisboa.pt), Centro de Informação, Mediação e Arbitragem de Conflitos de Consumo do Algarve (www.consumoalgarve.pt), Centro de Arbitragem de Conflitos de Consumo do Vale do Ave (www.triave.pt), Centro de Informação de Consumo e Arbitragem do Porto (www.cicap.pt), CIAB - Centro de Informação, Mediação e Arbitragem de Consumo (www.ciab.pt), Centro de

Consumer Dispute Arbitration of the District of Coimbra

(www.centrodearbitragemdecoimbra.com) and Consumer Dispute Arbitration Center of the Autonomous Region of Madeira (www.srrh.gov-madeira.pt/cacc) - whose contacts may be consulted at www.nos.pt and are permanently available at www.consumidor.pt

19.3. Notwithstanding their right to resort to judicial courts and Alternative Dispute Resolution entities, Customers may also present a complaint to NOS about acts or omissions in breach of applicable legal, regulatory or contractual rules, specifying and substantiating the grounds for complaint, addressed to Apartado 52111, EC Campo Grande, 1721-501 Lisboa.

19.4. The deadline for presenting the complaint provided for in the previous clause is 30 (thirty) days, counting from the knowledge of the facts by the Customer.

19.5. Complaints presented under the terms of the previous clauses shall be evaluated by NOS which shall notify the complaining Customer of its decision, within a maximum period of 30 (thirty) days from the date of receipt.

20. APPLICABLE LAW

The Contract shall be governed by portuguese law.

SPECIFIC CONDITIONS OF THE TELEVISION SERVICE

1. SERVICE

For the purposes of the General Terms ("**Terms**"), namely of clause 1.1., the Service encompasses the Television and Multimedia Distribution Service, and may also include one or more additional services mentioned in the Subscription Form ("**Form**"), in the Contract Summary Template ("**CST**"), or other that the Customer may have subsequently subscribed or which may come to be agreed upon.

2. TELEVISION AND MULTIMEDIA DISTRIBUTION SERVICE

2.1. DESCRIPTION

2.1.1. The Television and Multimedia Distribution Service ("**Television Distribution Service**") is part of the base product for access to the NOS distribution network under the terms of the Tariff plan ("**TV Base Product**"), the product integrated with television service ("**Television Service**"), additional channels ("**Premium Products**" or "**Additional Services**"), as well as access to interactive products, *Video-on-demand* ("**VoD**") products, and others that are part of the NOS portfolio. The Customer shall acknowledge and accept that the subscription to Premium Products and/or Additional Services may require a minimum 30 (thirty) days subscription period.

2.1.2. The Customer shall be able to access most of the television channels that, at any time,

comprise the Television Distribution Service provided by NOS, as they are broadcast and provided its correspondent signal is available for retransmission, the Customer has adequate reception equipment and said channels are part of the service described in the Form.

2.1.3. NOS may add, replace or eliminate channels made available as part of the Television Distribution Service, namely, due to changes in the contractual relationship with the entities that make such content available, guaranteeing, whenever applicable, the minimum number of subscribed channels. NOS undertakes to notify the Customer of these changes in writing, namely via SMS, email, message on the invoice issued or on the screen of the equipment used by the Customer to access the service, at least 30 (thirty) days in advance of the date on which the change becomes effective, except in case the change cannot be foreseen with such advance period, in which case NOS shall provide notice as soon as it becomes aware of it.

2.1.4. Provision of the Television Distribution Service may require the Customer uses a decoder ("**decoder**"). Purchase or rental of the Decoder from NOS shall be made in accord with the terms and conditions set out in the Terms, in www.nos.pt and those relayed by NOS to the Customer.

2.1.5. The Television Service may offer suggestions, generic or based on Customer preferences, depending on the product subscribed. In the latter case, information about viewed contents shall be processed by NOS.

2.2. VIDEO ON DEMAND PRODUCTS

VoD products may only be accessed by means of a suitable decoder or using the online television service, as described in www.nos.pt, they shall be used according to the approved plans and prices presented in the Decoder or online television service. The amounts due for products used shall be invoiced in a monthly basis, together with monthly fees due for Services, without prejudice to other payment methods that may be made available by NOS.

2.3. INTELLECTUAL PROPERTY RIGHTS

2.3.1. Contents made available or accessed within the scope of the Television Distribution Service or VoD are protected by intellectual property rights, namely copyright and/or related rights.

2.3.2. The contents may only be used by Customers privately and at the installation site(s) included the Form or others that may be conveyed to NOS.

Any other use of these contents outside the aforementioned use, namely, its public presentation, shall require compliance with applicable terms and may only occur upon:

2.3.2.1. Prior and express consent by NOS;

2.3.2.2. Prior and express permission, to be obtained by the Customer, from the holders of rights referred to in 2.3.1., namely through collective rights management entities and payment of any related fees that may be due.

2.3.3. The amount due to NOS for the provision of the Television and VoD Distribution Service does not include any eventual compensations due to holders of rights referred to in 2.3.1. as consideration for their consent to any use other than the Customer's private use and cannot be construed as express or implied permission.

2.3.4. Customers shall fully respect the rights referred to in this clause 2.3., namely refraining from, unless otherwise authorized, using the contents accessed within the scope of the Television Distribution Service for unauthorized purposes and from performing any actions liable to breach the law or said rights, such as reproducing, marketing, transmitting or making publicly available said contents or any other unauthorized acts that have said contents as their object.

3. SUBSCRIPTION, INSTALLATION, CONNECTION AND ACTIVATION OF SERVICES

3.1. Services provided over the NOS Fiber network (based on HFC – Hybrid Fiber Coax and FTTH – Fiber to the Home, technologies) are only available in the geographical areas covered by said network (information on geographic coverage may be found at www.nos.pt) and, subject to provisions dictating otherwise, availability of the pre-existing network or any reason arising from the nature of the Service and without prejudice to the provisions in the Specific Terms, **(i)** its installation includes supplying and installing cable as required by the Customer's network and a socket (if an installation with socket is required) as well as needed installation accessories, and its assembly at the subscription address; **(ii)** the cable shall remain visible after it is installed, unless the site already has cable path infrastructure in place (customized installation solutions are possible at the request of the Customer subject to budgeting); **(iii)** provision of additional sockets and extra equipment, in addition to those provided for in the Specific Terms, shall be subject to the specific prices and supply conditions in force.

3.2. The installation, connection and/or activation of the Services made available by NOS may require prior performance of technical tests. If, after performing the procedure, NOS finds that any

conditions required for the installation, connection and/or activation are unavailable, NOS shall reimburse the Customer, within a maximum period of 30 (thirty) days, of the amounts related to the installation/connection and/or activation that may have been paid by the Customer, which shall return to NOS all equipment provided by the latter within the scope of the Services' subscription, no other compensation being due by NOS to the Customer in this regard.

3.3. Customers acknowledge and accept that access to the Services may require electrical power, that in the event of a power outage they may be unable to use the Services, and that NOS cannot be held responsible for that fact.

4. ACCESS CODES

4.1. For the purposes of accessing certain Services and/or related functions/services, NOS may provide Customers, or users appointed by the Customer, with personal identification codes ("**Username**") and access codes ("**Access Codes**"). These Access Codes are personal, non-transferable and are meant to be used and known exclusively by the Customer, who shall undertake to ensure and protect their confidentiality regardless of circumstances, namely, by refraining to disclose them to third parties and by operating under conditions that prevent their disclosure and/or copy. NOS shall not be liable by any loss or damage caused by abusive use of Access Codes not directly attributable to it as a result of fraud or gross negligence.

4.2. Any access to the Services by third parties using Access Codes provided to a Customer is deemed to have been carried out by the latter, namely for invoicing purposes or compensation for damages suffered by NOS or third parties, unless said Customer is able to prove S/he did not authorize said access and is not to blame by its occurrence. For security reasons, simultaneous access using the same Username and Access Code shall not be allowed.

5. EQUIPMENT

5.1. NOS shall provide the Customer, through sale, rental or temporary assignment free of charge, the required equipment for accessing and using the Services.

5.2. In cases where the equipment is made available to the Customer through rental or free temporary assignment, it constitutes and remains the property of NOS throughout the period of use of the Services

for which they were made available, under the custody and responsibility of the Customer, and they should only be used lawfully and for its exclusive use, the Customer being obliged to compensate NOS for

damages suffered in the event of loss or theft and, in general, for damages not resulting from normal, lawful and diligent use or resulting from attempts to modify the installation that have not been previously authorized by NOS.

5.3. Damage not arising from normal use includes, but is not limited to, damage to the chassis resulting from being dropped, tampered security seals, removal of parts or components, namely, hard drives.

5.4. Customers shall notify NOS and the competent authorities in case of loss or theft of equipment rented or received by free temporary transfer from NOS.

5.5. Without prejudice to NOS' right to compensation for damage suffered, reporting the loss or theft of equipment does not release the Customer from paying the price due for its non-restitution, as provided for in the Tariff plan.

5.6. For technical or technological evolution reasons, NOS may replace the equipment provided to the Customer, who shall undertake to allow personnel accredited by NOS to access the installation site so they can perform the required work.

5.7. The Decoder uses an access card ("**Card**") or equivalent technology (Cardless or "smartcardless"), by means of which NOS permits the Customer to access the subscribed Service(s), provided that the remaining obligations arising from the General Terms are observed. Where it is provided to the Customer, the Card remains nonetheless the property of NOS, which reserves the right to demand its return from the Customer in case of disconnection of the Service(s) for which the Card was provided, the Customer being obliged to pay the price due for it, according to the Tariff plan, if said Card is not returned. The Customer is expressly forbidden to copy, tamper with or change the access codes contained in the Card or equivalent technology installed in the Decoder, under penalty of NOS' suspending the Customer's access to the Service(s), without prejudice to other rights arising from legal provisions or the Terms.

5.8. The Customer acknowledges and accepts that certain equipment made available by NOS may allow the recording of content ("**Recordings**"), however, NOS does not ensure the full preservation of the recordings made, and may not be held responsible for the loss of contents previously recorded by the Customer.

5.9. NOS reserves the right to delete said Recordings (including those protected by the Customer through the "Protect Recording" function) when they are 6-months old, or on the programmed date of deletion for each content,

if it comes earlier. In the 30 (thirty) days prior to the date of deletion, the recorded content shall display related information about the date on which it will no longer be available for viewing.

5.10. Customers recognize and accept that situations may arise where, for technical reasons, or by demand of the holders of rights referred to in clause 2.3. of these Specific Terms, it may not be possible to access the Recordings.

5.11. Each Customer shall be allocated a recording quota (space available for storing Recordings on the platform provided by NOS) to make Recordings. Said quota's limit may be changed by NOS at any time.

5.12. The same function that enables Recordings includes automatic recording quota management (with automatic actions for deleting older and already viewed Recordings), which is triggered whenever the quota limit is reached and space is needed for new Recordings.

6. CONNECTION AND SERVICE RESTORATION LEVELS

For the purposes of clauses 8.2. and 8.4. of the Terms, NOS shall ensure the following levels of quality of service:

a) maximum time for initial activation of the Service: 48 hours, counting from confirmation by NOS to the Customer regarding acceptance of the Form and Service installation;

b) in the event of faults for which NOS is responsible and cause interruptions to the provision of the Service, NOS shall restore the Service within a maximum period of 48 working hours from the moment NOS becomes aware of the fault, except where this is shown to be technically impossible.

7. TARIFF PLAN AND INVOICING

7.1. Customers may obtain updated information regarding tariff plans in force at any given time at www.nos.pt or through the Customer Service numbers 931 699 000 or 16990.

7.2. NOS shall issue, on a monthly basis, an invoice with the amounts due for the Services and equipment, which shall be paid by the Customer by the due date and through the means mentioned therein.

7.3. Where, as a result of unforeseeable or force majeure circumstances, namely for technical reasons, it becomes impossible to invoice on a monthly basis, prices shall be invoiced as soon as the required conditions for this purpose are met, in which case the invoices shall include the accrued amounts due for the Services and equipment and which were not subject to previous invoicing.

7.4. The fact that NOS, in the context of campaigns, promotions or special temporary conditions, has allowed access to one or more Services for a certain duration, without

payment of a given amount does not grant the Customer any right to demand access to said Services beyond that period and under other conditions than those provided by NOS. NOS, may, at any time, cancel, in whole or in part, access to the Services covered by said campaigns, promotions or special temporary conditions, in which case the Customer shall not be entitled to any reimbursement, indemnity or compensation, remaining bound to pay the applicable charges in the event of a request to terminate provision of the Services.

8. CONTRACT DURATION AND TERMINATION

8.1. For the purposes set out in clause 4.1. of the Terms, the Contract for each Service has a minimum initial duration set out in the Form and the CST, automatically renewed for periods of 1 (one) month, unless terminated by either party which shall give notice to the other, in writing, at least 1 (one) month in advance prior to the end date of the initial period of the Contract or any of its renewal periods. Clause 4.2 of the Terms is applicable, with the necessary adaptations.

8.2. In the case of the Television Service, should the request for termination of the Services be received up to 10 (ten) days before the end of the current invoicing cycle, deactivation/disconnection shall be carried out at the end of said invoicing cycle. Should the request fail to be received with said advance notice, deactivation/disconnection shall only be performed at the end of the following invoicing cycle, which shall be invoiced to the Customer.

8.3. As regards the remaining Services other than the Television Service, should the request to terminate the Services be received by NOS 15 (fifteen) days prior to the end of the initial duration or any of its renewals, deactivation/disconnection shall be carried out by the end of the current period. Should the request not be received 15 (fifteen) days in advance, deactivation/disconnection shall be carried out by the end of the following contractual period.

8.4. Should the Customer fail to punctually comply with the Contract, NOS may, by means of a simple written communication, made within 10 (ten) days after the invoice's due date, determine the consequence of non-payment, namely suspension of the Service for a period of 30 (thirty) days and automatic termination of the Contract in case non-compliance persists after that period expires and the Customer has no further means to prevent it.

8.5. In the event of suspension and termination of the Contract as provided for in the previous clause, NOS may

demand payment of charges for the early termination of the Contract during the loyalty period, as provided for in the Terms that shall be calculated in accordance with the LCE. The termination of the Contract shall not have retroactive effects and therefore shall not affect NOS' right to receive the amounts due for the provision of services up until the moment termination takes effect. However, the provisions do not prevent NOS from claiming compensation for excess damage.

8.6. The provision of services shall be restored and no charges shall be due should the Customer pay the amounts in arrears within the 30 (thirty) days granted for this purpose under the terms of clause 8.4.

8.7. Failure to pay the amounts initially overdue within the period provided for in the previous clause, shall cause arrearage to become effective breach and the Contract shall be automatically terminated, without prejudice to NOS' right to receive the amounts mentioned in paragraph 8.5.

8.8. In addition to the amounts due as per the terms in this clause, compensation shall be due for expenses borne by NOS in the course of the extrajudicial or judicial debt collection process, as reparation for breach of the obligation to perform timely payment.

8.9. Customers expressly acknowledge and accept that installation and activation of the Television Distribution Service may require disconnecting any pre-existing television reception system(s) that may be present at the installation site. Disconnecting a Television Distribution Service does not oblige NOS to restore said pre-existing television reception system, namely in the event the provision of Services is terminated, regardless of the cause thereof.

8.10. Customers may access updated information regarding the elapsed loyalty period and the amount to be paid in case of early termination of the Contract on its own initiative, through the monthly invoice, if applicable, or the Customer support service 931 699 000 or 16990.

8.11. The contract termination request for ending the loyalty period in force, referred to in the previous paragraph, shall contain the identification elements of the Customer, the Service(s) or Contract(s) that S/he intends to terminate, said request being signed by the Customer, in accordance with the identification document, a copy of which shall be attached, or by a representative with powers for this purpose, in which case, in addition to the identification document, proof of the powers of representation shall be provided. Should the signature be recognized in a legally accepted form or the termination request be delivered by means

of the Customer's personal area accessible on the website www.nos.pt, enclosing a copy of the identification documents is not required.

8.12. Customers may convey requests for contract termination, which shall fulfill the requirements set out in the previous paragraph, to NOS, by registered letter with acknowledgment of receipt, addressed to Apartado 52111, EC Campo Grande, 1721-501 Lisboa, at a NOS store, via the Customer Area, or by any other means that may be created for this purpose. Customers may find additional information on ways to terminate the Contract at <https://www.nos.pt>

8.12.1. Upon receipt of the contract termination request under the terms set out in this clause, NOS shall acknowledge its good reception to the Customer, within a period of 5 (five) working days, by one of the means provided for in clause 17. of the Terms.

8.12.2. Should the contract termination request fail to fulfill the provisions in this clause, namely due to incomplete information or lack of required documentation, NOS shall convey this fact to the Customer, within a period of 3 (three) working days after the request is received, by one of the means provided for in clause 17. of the Terms, and the Customer shall provide the missing information or document(s) within 30 (thirty) working days, should the Customer fail to comply within this period, the request shall be deemed to have expired.

8.12.3. The contract termination request accepted by NOS under the terms of paragraph 8.12.1. or paragraph 8.12.2. shall take effect at the end of the prior notice period provided for in paragraphs 8.2. and 8.3. of this clause, the Customer maintaining responsibility for the timely payment during this period of the amounts due for the Service and the assigned equipment, notwithstanding the Customer's obligation to return NOS' equipment, under the terms set out in the Contract.

8.13. The provisions in paragraphs 8.11 and 8.12 of this clause apply, with the necessary adaptations, to Customer initiated requests for Contract termination, the Customer shall also provide grounds for said Contract termination request.

8.14. Once NOS has received the request for termination of the Contract, in accordance with the provisions of clause 8.12. of this clause, NOS, shall, within a period of 3 (three) working days, acknowledge its reception or request missing information or documents, by one of the means provided for in clause 17. of the Terms.

8.15. Termination of the Contract during the loyalty period, on the Customer's initiative, shall require payment to NOS of the amounts

mentioned in the terms of this Contract, namely in paragraph 8.5. of this clause.

9. RESPONSIBILITY

9.1. Customers undertake to use the Service(s) and Equipment(s) only at the installation site(s) mentioned in the Form, except for the Service(s) and Equipment(s) of a mobile nature, being solely responsible for the use made of the Service(s), Equipment(s) and any other complementary materials or correspondent accessories, namely software and hardware, even if carried out by third parties, with or without Customer permission, and for full and timely compliance with the Terms and the applicable national and international legislation, namely as regards copyright and related rights, industrial property and computer crime, Customers undertaking therefore not to use the Service(s) and Equipment(s) in an unlawful manner. The Product(s) and equipment(s) and any other complementary materials or correspondent accessories, made available by NOS are meant for the Customer's own use and shall not be transferred to any third parties for commercial or any other purposes, without prior express permission by NOS.

9.2. Customers expressly acknowledge and accept they may only access and use Service(s) they have effectively subscribed. Should Customers find they are able to access Service(s) provided by NOS they have not subscribed to, they shall immediately notify NOS of this fact and cease using the Service(s), under penalty of being required to pay the corresponding prices, in accordance with the Tariff plan in force.

10. ANNEXES

Documents may be attached to the Contract in which these General and Specific Terms are included, and, whereupon acceptance by NOS, they shall become an integral part of it. The provisions contained in the annexes shall prevail over the Contract's remaining terms.

SPECIFIC TERMS FOR MOBILE TELEPHONY AND MOBILE BROADBAND INTERNET ACCESS SERVICES

1. SERVICE

For the purposes of the General Terms ("**Terms**"), namely of clause 1.1., the Service encompasses the mobile telephony service, and/or Mobile internet access service and/or Telephone service, and may also include one or more additional services mentioned in the Subscription Form ("**Form**"), in the Contract Summary Template ("**CST**"), or other that the Customer may have subsequently subscribed or which may come to be agreed upon.

1.1. MOBILE TELEPHONY SERVICE ("MTS**")**

1.1.1. The Service's sole purpose is to allow the Customer to use the services

included in the CST, in the Form subscribed by the Customer and in the terms of the correspondent tariff plans, and may not be given any other use, namely conversion or rerouting, in any form, of traffic, regardless of its origin, in mobile traffic addressed to the mobile network, in which case NOS reserves the right to refuse the connection, disconnect or withdraw SIM cards from service.

1.1.2. The tariff plans include automatic activation of pre-defined volumes of mobile data so as to guarantee the Customer's continued access to the Service. Said pre-defined volumes of data are activated once the volume included in the Monthly Fee is exhausted, at the prices mentioned in the CST. The maximum number of Automatic mobile data activations is limited to the value defined in the CST. This maximum number may be increased, reduced or deactivated by the Customer, namely through the NOS App, customer area, support lines or at a NOS store. Use of predefined mobile data volumes has a validity defined in the CST.

1.1.3. Customers may deactivate, at any time and free of charge, the automatic activation of predefined volumes of mobile data function referred to in the previous clause.

1.1.4. The automatic activation function referred to in clause 1.1.2. shall be suspended whenever the Customer, having exhausted the mobile data volume included in the Monthly Fee, requests a manual activation of mobile data.

1.1.5. For the purposes of the previous clauses, whenever the Customer reaches 80% of the data volume included in their Monthly Fee, they shall be notified by NOS, via an SMS, which shall include (i) a warning that the data volume included in their Monthly Fee is approaching its limit (ii) the price of the volume of data subject to automatic activation, (iii) the possibility of managing, including deactivating, the automatic activation function and (iv) the possibility of requesting manual activation of mobile data by replying to said SMS.

1.1.6. NOS shall inform the Customer, via SMS, of the volume of data included in the Monthly Fee having reached its limit, of the automatic activation of the pre-defined data volume, of the price and validity of the activation and the possibility of managing, including deactivating, the automatic activation function.

1.1.7. NOS shall always inform the Customer, via SMS, of each automatic activation, its price and validity and the possibility of managing, including deactivating, the automatic activation function until the maximum number of activations predefined by the Customer or defined in the CST is reached.

1.1.8. The subscribed MTS tariff plans and services

, apply to communications directly established between the caller and the final recipient and services other than value-added services.

1.1.9. The roaming service offers the possibility of making and receiving calls abroad, receiving calls from a foreign country in Portugal and receiving calls from Portugal in a foreign country namely from the Voice Mail service, whenever that forwarding is active, when the terminal equipment is switched off or when calls are not answered. For roaming and/or international calls, NOS may apply barring to certain destinations and/or value-added services.

1.1.10. Should the Contract include roaming or international communications services, NOS may, at any time, make its performance dependent on advance payment, under the terms of clause 10.13. of the Terms, or collateral provision, under the terms of clause 10.14.

1.1.11. The scope of the roaming service is subject to coverage availability and the existence of valid roaming agreements with operators whose networks cover the location where the Customer intends to use that service, the Customer being able, at any time, to request the necessary information about the service from NOS.

1.1.12. Customers may communicate while roaming, in the European Economic Area ("EEA"), at prices similar to their national tariff plans', as long as they usually reside in Portugal or have stable bonds that lead to frequent, significant presence therein. NOS reserves the right, should abusive behavior occur, namely frequent consumption (>50%) or roaming presence in the EEA for 4 months, to request proof of residence and/or frequent, significant presence in Portuguese territory. Prolonged inactivity of a given SIM card, associated with it being used mainly, if not exclusively, in roaming, as well as the subscription and sequential use of several SIM cards by the same customer, when in roaming, is also not permitted.

1.1.13. NOS shall previously warn the Customer about the detection of any behaviors that suggest risk of abusive or anomalous use of the roaming service, under the terms of the previous paragraph. If there is no change in the usage pattern, so as to show actual presence or consumption in Portugal, NOS may apply a surcharge to any subsequent use of the roaming service with the SIM card in question after the date of said alert.

1.1.14. Without prejudice to applicable domestic volume limits, in the case of offers that include a data allowance or unlimited data traffic, customers roaming in the EEA may, when traveling periodically in the EEA, consume a volume of data at the price applied in Portugal equivalent to twice the volume obtained by dividing the global domestic retail price of that offer, corresponding to the billing period, by the maximum roaming tariff regulated at wholesale level in force at the time.

1.1.15. The estimates for maximum Download (DL) and Upload (UL) speeds over the Internet service on mobile phones are the ones in the CST.

1.1.16. For the purposes of the previous paragraph, the following concepts shall be understood as stated: Maximum speed estimate, the maximum speed value realistically achievable by the Customer, in different locations and in typical conditions of use.

1.1.17. The speeds associated with each Internet access tariff plan using wireless mobile technology are limited by several factors, namely **(i)** number of simultaneous users in the area covered by the cell to which the Customer is connected **(ii)** technologies and speeds supported by the terminal equipment used **(iii)** activity and intensity of traffic carried in the cell's coverage area

(iv) network coverage in that zone or location **(v)** use inside buildings or indoor areas **(vi)** simultaneous use of other applications **(vii)** operating system and configurations of the terminal equipment used to access the Service **(viii)** specifications of the servers used and capacity of the networks connecting these servers to the Internet **(ix)** other factors unrelated to NOS, namely atmospheric conditions.

1.1.18. NOS will be able to define and apply, if necessary, traffic management measures, in order to guarantee an efficient use of network resources and the overall improvement of transmission quality.

1.1.19. NOS may also, if necessary, apply more onerous traffic management measures, when this results from the need to implement court orders, administrative authorities or comply with legislative acts, preserve the integrity and security of the network, prevent imminent congestion of the network and mitigate the effects of exceptional or temporary congestion.

1.1.20. Application of above mentioned traffic management measures referred to above may temporarily reduce advertised data transfer speeds, in all or some traffic types, depending on what is deemed best appropriate for minimizing impact

of these measures on the Internet access service's quality, namely, in the use of contents, applications and services, the rights of users regarding privacy and protection of personal data shall be upheld notwithstanding.

1.1.21. NOS may offer Internet access services optimized for specific contents, applications or services, or for a combination thereof, if optimization is necessary to meet the requirements of the contents, applications or services for a specific level of quality. The Customer recognizes and accepts that, when contracting specialized services, the ability to reach the advertised speed may be affected in situations of possible network congestion or to the extent that this proves necessary to guarantee the quality of transmission at all times.

1.2. BROADBAND MOBILE INTERNET ACCESS SERVICE

1.2.1. The Service allows generic access to the Internet, direct and permanent, as well as access to any complementary services that may be supported over it.

1.2.2. The quality of the service is guaranteed when it is carried out using duly licensed equipment and operating systems and, when applicable, with the technical specifications and configurations recommended by NOS. NOS assumes no responsibility for difficulties that occur with other equipment and specifications or configurations other than those recommended by it or with the use of unlicensed equipment and operating systems.

1.2.3. The Service shall be provided by means of wireless technology, the Customer shall therefore accept the possibility of coverage limitations inside buildings, which are inherent to this technology, and acknowledge that in view of these limitations, NOS cannot guarantee the Service will be available in 100% of potential usage sites.

1.2.4. Information regarding the Service, namely coverage areas, detailed characteristics, tariff plans and technical specifications as well as the required elements to access it, including those referred to in par. b) clause 2.2.2., shall be available on the Internet, at the electronic address www.nos.pt or in another that may replace it, and information may also be obtained through the customer support service numbers 931 699 000 or 16990, or other that may replace them.

1.2.5. Access limitations may eventually be felt in areas marked as covered, that is due to the intrinsic characteristics of wireless access technology, including sensitivity to obstacle blockage and multipath

fading.

1.2.6. The estimates for maximum Download (DL) and Upload (UL) speeds over the mobile Internet service are the ones in the CST.

1.2.7. For the purposes of the previous paragraph, the following concepts shall be understood as stated: Maximum speed estimate, the maximum speed value realistically achievable by the Customer, in different locations and under typical use conditions.

1.2.8. The speeds associated with each tariff plan are influenced by several factors, namely those in paragraph 1.1.11. of the present terms. The provisions in paragraphs 1.1.12 to 1.1.15 also apply to the Mobile Broadband Internet Access Service.

1.2.9. Customers shall be able to exercise their right to access information and content and to distribute them, as well as to use and provide applications and services or, even, to use terminal equipment of their choice, through their Internet access service, regardless of their location, or the location, origin or destination of the information, content, application or service, even in case of deviations, such as provided for in clause 4 of article 4 of (EU) Regulation 2015/2120 of the European Parliament and of the Council, of 25 November 2015, said rights, may, however, be temporarily restricted under those circumstances, with the exception of the right to use terminal equipment of their own choosing (which shall not, under any circumstances, be affected).

1.2.10. Should the discrepancy provided for in number 4 of article 4 of (EU) Regulation 2015/2120 of the European Parliament and of the Council, of 25 November 2015, occur, Customers may, without prejudice to the mechanisms provided for in Clause

19 of the Terms, complain to NOS, specifying and substantiating the grounds for complaint, addressed to Apartado 52111, EC Campo Grande, 1721-501 Lisboa, through the customer support service numbers 931 699 000 or 16990, or other that may replace it, or at a NOS shop.

1.2.11. The provisions in clauses 1.1.9 and 1.1.14 above are applicable to the data roaming service, with the necessary adaptations.

1.2.12. The Customer may, at any time and free of charge, subscribe to local roaming data services provided directly on a network visited by an alternative provider, and for this purpose must comply with the procedures defined by the alternative operator.

2. COMMERCIAL AVAILABILITY OR ACTIVATION

For the purposes set out in the Terms, the Provision or Commercial Activation of the Service occur and refer to:

2.1. STM

2.1.1. Postpaid service, the moment when NOS

confirms to the Customer the acceptance of the Form for the provision of the Service, duly completed and signed by the Customer.

2.1.2. Prepaid Service, the moment the Customer activates the service.

2.2. IN MOBILE INTERNET ACCESS SERVICE

2.2.1. The moment NOS confirms to the Customer the acceptance of the Form that he subscribed for access to the Service.

2.2.2. Commercial Activation is subject to the suspensive condition related to the cumulative fulfillment of the following conditions:

a) Receipt of the Form, fully and correctly completed;

b) Installation, on a computer with a USB port or wireless technology, of the specific software provided for this purpose by NOS;

c) Access to the online activation page.

3. CONTRACT DURATION AND CONTRACT TERMINATION PROCEDURES

For the purposes set out in clause 4.1. of the Terms, the Contract for each Service has a minimum initial duration set out in the Form and the CST, automatically renewed for periods of 1 (one) month, unless terminated by either party which shall give notice to the other, in writing, at least 1 (one) month in advance prior to the end date of the initial period of the Contract or any of its renewal periods. Clause 4.2 of the Terms is applicable, with the necessary adaptations.

3.1. STM SERVICE

3.1.1. Should the Customer fail to punctually comply with the Contract, NOS may, by means of a simple written communication, made within 10 (ten) days after the invoice's due date, determine the consequence of non-payment, namely suspension of the Service for a period of 30 (thirty) days and automatic termination of the Contract in case non-compliance persists after that period expires and the Customer has no further means to prevent it.

3.1.2. Should contract suspension and termination as provided for in the previous paragraph occur, NOS may demand payment of charges due for the early termination of the Contract during the loyalty period, as provided for in the Terms that shall be calculated in accordance with the LCE. The termination of the Contract shall not have retroactive effects and therefore shall not affect NOS' right to receive the amounts due for the provision of services up until the moment termination takes effect. However, the provisions do not prevent NOS from claiming compensation for excess damage.

3.1.3. The provision of services shall be restored and no charges shall be due should the Customer pay the amounts in arrears within the 30

(thirty) days granted for this purpose under the terms of paragraph 3.1.1..

3.1.4. Failure to pay the amounts initially overdue within the period provided for in the previous paragraph, shall cause arrearage to become effective breach and the Contract shall be automatically terminated, without prejudice to NOS' right to receive the amounts above-mentioned in paragraph 3.1.

3.1.5. In addition to the amounts due as per the terms in this clause, compensation shall be due for expenses borne by NOS in the course of the extrajudicial or judicial debt collection process, as reparation for breach of the obligation to perform timely payment.

3.1.6. Customers may access updated information regarding the elapsed loyalty period and the amount to be paid in case of early termination of the Contract on its own initiative, through the monthly invoice, if applicable, or the customer support service numbers 931 699 000 or 16990.

3.1.7. During the loyalty period, for termination of the contract and the request to unlock the equipment, NOS shall charge the Customer a consideration calculated in accordance with the terms set out in the LCE and Law Decree 56/2010, of June 1st.

3.2. MOBILE INTERNET ACCESS SERVICE

3.2.1. The set of special conditions granted by NOS to the Customer within the scope of this Contract, namely as pertains to the transfer of equipment and the agreed tariff plan (fixed monthly part ("Monthly fee") and variable part), shall bind the Customer to timely fulfill the Contract, for the period set out in the Form.

3.2.2. Should the Customer fail to punctually comply with the Contract, NOS may, by means of a simple written communication, made within 10 (ten) days after the invoice's due date, determine the consequence of non-payment, namely suspension of the Service for a period of 30 (thirty) days and automatic termination of the Contract in case non-compliance persists after that period expires and the Customer has no further means to prevent it.

3.2.3. Should contract suspension and termination as provided for in the previous paragraph occur, NOS may demand payment of charges due for the early termination of the Contract during the loyalty period, as provided for in the Terms that shall be calculated in accordance with the LCE. The termination of the Contract shall not have retroactive effects and therefore shall not affect NOS' right to receive the amounts due for the provision of services up until the moment termination takes effect. However, the provisions do not prevent NOS from claiming compensation for excess damage.

3.2.4. The provision of services shall be restored

and no charges shall be due for

early termination of the Contract during the loyalty period should the Customer pay the amounts in arrears within the 30 (thirty) days granted for this purpose under the terms of clause 3.2.2. above.

3.2.5. Failure to pay the amounts initially overdue within the period provided for in paragraph 3.2.2., shall cause arrearage to become effective breach and the Contract shall be automatically terminated, without prejudice to NOS' right to receive the amounts above-mentioned in paragraph 3.2.3 above.

3.2.6. To all amounts calculated under the terms in this clause, shall be added the amount provided for in the tariff plan as administrative expenses for each invoice not paid within the corresponding period, in accordance with the tariff plans in force at a given time.

3.2.7. Customers may access updated information regarding the elapsed loyalty period and the amount to be paid in case of early termination of the Contract on its own initiative, through the monthly invoice, if applicable, or the customer support service numbers 931 699 000 or 16990.

3.3.1. The contract termination request for ending the loyalty period in force, shall contain the identification elements of the Customer, the Service(s) or Contract(s) that S/he intends to terminate, said request being signed by the Customer, in accordance with the identification document, a copy of which shall be attached, or by a representative with powers for this purpose, in which case, in addition to the identification document, proof of the powers of representation shall be provided. Should the signature be recognized in a legally accepted form or the termination request be delivered by means of the Customer reserved area accessible at www.nos.pt, enclosing a copy of the identification documents is not required.

3.3.2. Customers may convey requests for contract termination, which shall fulfill the requirements set out in the previous paragraph, to NOS, by registered letter with acknowledgment of receipt, addressed to Apartado 52111, EC Campo Grande, 1721-501 Lisboa, at a NOS store, via their Customer Area, or by any other means that may be created for this purpose. Customers may find additional information on ways to terminate the Contract at [https:// www.nos.pt/](https://www.nos.pt/).

3.3.3. Upon receipt of the contract termination request under the terms set out in this clause, NOS shall acknowledge its good reception to the Customer, within a period of 5 (five) working days, by one of the means provided for in clause 17. of the Terms.

3.3.4. Should the contract termination request fail to comply with the provisions in this clause, in

particular due to missing information or lack of required documentation,

NOS shall convey this fact to the Customer, within 3 (three) working days after receiving the request, by one of the means provided for in clause 17. of the Terms, and the Customer shall deliver the missing information or documentation within 30 (thirty) business days, after which, should the Customer have failed to comply, the request shall be considered expired.

3.4. When requesting early termination of the Contract during the loyalty period, on the Customer's initiative, the provisions of clauses 3.3.1 and 3.3.2. of this clause shall apply, with the necessary adaptations.

3.4.1. Once NOS has received the request for termination of the Contract, in accordance with the provisions of paragraph 3.3.2. of this clause, NOS, shall, within a period of 3 (three) working days, acknowledge its reception or request missing information or documents, by one of the means provided for in clause 17. of the Terms.

3.4.2. Termination of the Contract during the loyalty period, on the Customer's initiative, shall require payment to NOS of the amounts mentioned in the terms of this Contract, namely in sub-paragraphs 3.2.1. e 3.2.2. of this clause.

3.5. The provisions in paragraph 3.4. shall not apply to termination requests related to portability requests.

4. TERMS FOR ACCESS AND USE OF THE SERVICE

4.1. STM SERVICE

4.1.1. Use of the STM Service requires the Customer to have a SIM card and equipment whose compatibility with the Service has been confirmed by NOS or by a supplier, agent or distributor duly appointed or authorized by NOS, or that fulfills the essential requirements for connection to NOS' network and is marked accordingly by the manufacturer in compliance with applicable legislation.

4.1.2. In the event of loss, misplacement, theft or robbery of the equipment, any of its components or the card, the Customer shall give NOS immediate notice of this occurrence so that it may accordingly deactivate the Service. The costs of the services eventually used, up until NOS is given notice, shall be fully borne by the Customer.

4.1.3. NOS may ask the Customer to allow access to the equipment for verifying the requirements mentioned in these Specific Terms or ascertaining the origin of disturbances to the provision of the Service or reception of other radiocommunications, for the purposes set out in paragraph 12.2. of the Terms, unjustified access refusal being cause for suspension of the Service's provision, under the terms of said

paragraph 12.2.

4.1.4. The Customer shall not attempt to attack the network or systems of NOS or third parties, nor illicitly use resources of third party systems, even if this does not cause any damage, by means that include, among others, phishing, smishing, vishing, spoofing, spam, mail bombing, hacking, obtaining root access, tsunami, flood bots, nuke, flash, packet sniffers and flood pings or other types of activities that may cause damage to NOS or third parties.

4.1.5. The Service is intended to be used exclusively by the Customer and, when applicable, by its users. The following uses are expressly prohibited: in M2M solutions, such as PBX; as a GSM network interface; the use of the line to establish continuous calls (such as, for example, "walkie talkie"); the provision to any third party, whether for a fee or free of charge, of the minutes, SMS and MMS included in the subscribed tariff; sharing of the line, whether for a fee or free of charge, with any third parties; the use of SMS or MMS included in the subscribed tariff for commercial and/or advertising purposes, namely, for direct marketing actions, telemarketing (such as, for example, sales, surveys or telephone prospecting), campaigns of an advertising nature and for massive contact with any third parties.

4.2. BROADBAND MOBILE INTERNET ACCESS

4.2.1. Without prejudice to the provisions of other clauses, in order for the Customer to use the Service, the following conditions must be met:

a) The Customer must have the necessary technical elements, namely a computer with USB port or wireless technology, computer programs and a modem capable of allowing access to the Internet through the NOS mobile network; all these elements must comply with the technical specifications defined at each time by NOS for this purpose; these specifications may be changed due to developments in the market or technology supporting the Service, without NOS being held responsible for the fact.

b) In order to access broadband Internet, the Customer must also be in an area with NOS coverage, according to the information provided by the customer support services 931 699 000 or 16990, at the Service's Web address, www.nos.pt or any other that may replace it.

4.2.2. The Service must only be accessed and used with the SIM card provided by NOS. Attempting to access and use the Service without such a card will constitute a violation of these Terms.

4.2.3. NOS does not control the contents hosted and/or transmitted over the Internet, and therefore shall not be liable for those

contents, even if they violate the Customer's rights, or for any damages that may arise for the Customer due to the use of the Internet, including those resulting from data loss or misplacement, viruses or incorrect configuration of equipment and/or computer programs, except when such responsibility arises from the application of mandatory legal provisions.

4.2.4. The Customer acknowledges its responsibility for the use of the Service, undertaking to compensate NOS for damages resulting from improper use of the Service and for all expenses or charges that NOS comes to bear as a result of said use.

4.2.5. NOS reserves the right to remove or block access to any content made available by the Customer that is manifestly illegal or gives rise to well-grounded suspicions of illegality, particularly when such removal or blocking is requested by third parties based on their illicitness.

4.2.6. The Customer shall not attempt to carry out illegal activities using the Service, nor attack or illicitly use NOS' or third parties' network or systems, even if this does not cause any damage, by means that include, among others, phishing, smishing, vishing, spoofing, spam, mail bombing, hacking, obtaining root access, tsunami, flood bots, nuke, flash, packet sniffers and flood pings or other types of activities that may cause damage to NOS or third parties.

5. CONNECTION AND SERVICE RESTORATION LEVELS

For the purposes of paragraphs 8.2. and 8.4. of the Terms, NOS shall ensure the following levels of quality of service:

a) maximum time for initial activation of the Service: 48 hours, counting from the date of Commercial Availability of the Service under the terms defined in these Specific Terms;

b) in the event of faults for which NOS is responsible and cause interruptions to the provision of the Service, NOS shall restore the Service within a maximum period of 48 working hours from the moment NOS becomes aware of the fault, except where this is shown to be technically impossible.

6. SERVICE TARIFF PLAN

Customers may obtain updated information regarding tariff plans in force at any given time at www.nos.pt or through the customer service(s).

7. TERMS FOR ACCESS TO AUDIOTEXT AND VALUE ADDED SERVICES

Value-added services based on messaging including SMS or MMS, as well as national audio text services that may be supported by the Service or its network are, as a rule, barred without any charges, except if they are generically or selectively activated upon written request by the Customer to that effect; televoting audio text services are excluded from the provisions of the initial part of this clause.

8. PORTABILITY

8.1. If you wish to transfer your number from another operator to NOS under the portability rules set out in the LCE and the Portability Regulations, you must submit the request for this purpose. The Customer shall bear any associated charges.

8.2. If you have a prepaid service, the data provided within the scope of the portability process may be made available to the origin operator.

8.3. In cases of number portability that depends on physical intervention in the network supporting the service to be provided, NOS ensures the effective transfer of the number in the shortest possible time; in cases where portability does not depend on physical intervention in the network, NOS ensures its implementation as established in the portability request and complaint statement.

8.4. Without prejudice to the provisions of the previous paragraph, in the event of non-compliance with the deadline defined for carrying out portability, the Customer is entitled to compensation in the amount of €2.5, per number, for each full day of delay.

8.5. In case of interruption of the service provided through the number for which portability was requested, after the portability request, the Customer shall be entitled to a compensation in the amount of €20 per number for each day of interruption, up to a maximum of €5,000 per portability request.

8.6. After portability, the Customer will no longer be able to make calls with the initial card, therefore, in the case of prepaid cards, NOS will refund, at the Customer's request, the remaining credit relating to the ported number.

8.7. NOS provides end users, upon express request and free of charge, a free notice on the origination of national calls between mobile telephone service networks destined to ported numbers, in case tariffs are in question that may imply a higher cost than before portability. End users can request the activation and deactivation of the notice free of charge, through the toll free number provided by NOS for this purpose.

9. ANNEXES

Documents may be attached to the Contract in where these

General and Specific Terms are included, which, upon acceptance by NOS, shall become an integral part of it. The provisions contained in the annexes shall prevail over the Contract's remaining terms.

SPECIFIC CONDITIONS OF THE FIXED BROADBAND INTERNET ACCESS SERVICE

1. SERVICE

For the purposes of the General Conditions ("**Conditions**"), namely paragraph 1.1., the Service corresponds to the fixed broadband Internet access service.

2. TERMS FOR SERVICE ACCESS AND USE

2.1. Without prejudice to the provisions of other clauses, in order for the Customer to use the Service, the following conditions must be met:

a) The Customer must have the necessary technical elements, namely a modem or router capable of allowing access to the Internet through the NOS distribution network or mobile network, a computer with an Ethernet port or wi-fi and software; all these elements must comply with the technical specifications defined at each time by NOS for this purpose; these specifications may be changed due to developments in the market or technology supporting the Service, without NOS being held responsible for the fact;

b) in order to access broadband Internet, you must also be in an area with coverage or that is covered by the NOS distribution network, depending on whether access to the subscribed Service is made via mobile or landline network, in accordance with the information provided by the customer support services 931 699 000 or 16990, www.nos.pt or some other that may come to replace it.

2.2. In the event that the Service is provided via wireless technology, it must only be accessed and used with the SIM card provided by NOS. Attempting to access and use the Service without said card will constitute a violation of this Contract.

2.3. Violation by the Customer of the terms of access and use of the Service are grounds for suspension or termination of access to the Service, under the terms set out in clause 12. of the Terms.

2.4. Whenever the terminal equipment for access to the Service is transferred to the Customer by NOS, its ownership remains with NOS but, during the term of the Contract, it will be under the care and responsibility of the Customer for access to the Service. NOS reserves the right to disconnect it or remove it from service in the event of improper or abusive use.

2.5. The equipment provided by NOS may be configured by NOS in order to ensure the security and reliability of the Service, as well as its exclusive use to access the Service.

2.6. After termination of the Contract, regardless of the reason, the Customer must return the equipment to NOS within 10 (ten) days. Failure to return the equipment on the terms and within the deadline indicated by NOS shall result in the Customer's obligation to compensate NOS in an amount equivalent to the replacement value of the equipment in question, without prejudice to the obligation of returning said equipment.

3. SERVICE DETAILS

3.1. The Service allows generic access to the Internet, as well as access to any complementary services that may come to be provided over it.

3.2. The Service's quality is guaranteed while its use is carried out using duly licensed equipment and operating systems and, when applicable, with the technical specifications and configurations recommended by NOS. NOS assumes no responsibility for difficulties that occur with other equipment and specifications or configurations other than those recommended by it or with the use of unlicensed equipment and operating systems.

3.3. If the Service is provided by means of wireless technology, the Customer acknowledges and accepts the possibility of technology-inherent coverage limitations inside buildings and accepts that, in view of these limitations, NOS cannot guarantee the Service will be available in 100% of potential usage sites.

3.4. Information regarding the Service, namely coverage areas, detailed characteristics, tariff plans and technical specifications as well as the required elements to access it, including those referred to in sub-paragraph b) paragraph 2.2., shall be available on the Internet at the electronic address www.nos.pt or in another that may replace it, and information may also be obtained through the Customer support service numbers 931 699 000 or 16990.

3.5. In cases where the Service is provided through wireless technology, there may be access limitations in areas identified as being covered, due to the intrinsic characteristics of this technology, namely obstruction by obstacles and multipath fading.

3.6. NOS will be able to define and apply, if necessary, traffic management measures, in order to guarantee an efficient use of network resources and the

overall improvement of transmission quality.

3.7. NOS may also, if necessary, apply more onerous traffic management measures, when this results from the need to implement court orders, administrative authorities or comply with legislative acts, preserve the integrity and security of the network, prevent imminent congestion of the network and mitigate the effects of exceptional or temporary congestion.

3.8. The application of the traffic management measures referred to above may temporarily reduce the data transfer speeds that have been announced, in all or some categories of traffic, as it proves to be more appropriate to minimize the impact of these measures on the quality of the Internet access service. Internet, namely in the use of contents, applications and services, safeguarding the rights of users regarding privacy and protection of personal data.

3.9. NOS may offer Internet access services optimized for specific contents, applications or services, or for a combination thereof, if optimization is necessary to meet the requirements of the contents, applications or services for a specific level of quality. The Customer recognizes and accepts that, when contracting specialized services, the ability to reach the advertised speed will be affected in possible network congestion situations or insofar as this proves necessary to guarantee the quality of transmission at any given time.

3.10. The maximum, typically available and minimum speeds in fiber technologies are those indicated in the Contract Summary Template (MRC).

3.10.1 For the purposes of the previous paragraph, the following concepts shall be understood as stated:

(i) Maximum speed: the maximum data transmission speed that an end user can expect at least once a day, obtained under optimal use conditions, taking into account the specific limitations of use or measurement of the subscribed Service specified in these terms;

(ii) Normally available speed, the value of the data transmission speed that the user is expected to reach, 95% of the time, in each 24-hour period, when using the Service, technically measured in the specific conditions of use and measurement of the Service as described in these conditions. The value of the speed normally available is equal to the value of the maximum speed at the address where the Service is installed at the Customer and at the NOS central office;

(iii) Minimum speed: the minimum data transmission speed value provided

to the user, except in situations of Service interruption or exceptional and occasional network congestion.

3.10.2. The speeds associated with each Tariff Plan are influenced by several factors, namely **(i)** the physical means of access between the Customer's equipment and the router, **(ii)** activity on the Customer's local network at any given time, **(iii)** the processing capacity of the equipment used by the Customer for access, including the characteristics of the equipment, software and applications running simultaneously, **(iiii)** interconnection to servers dispersed on the Internet, namely the level of use of competing traffic on servers as well as the limitations of the operator's network.

3.11. The estimates of maximum speeds for mobile access technologies at a fixed location are those indicated in the Contract Summary Template (CST).

3.11.1. For the purposes of the above, maximum speed estimate shall mean the maximum speed value realistically achievable by the Customer in different locations and under typical use conditions.

3.11.2. The speeds associated with each Tariff plan are limited by several factors, namely **(i)** number of simultaneous users in the area covered by the cell to which the Customer is connected **(ii)** technologies and speeds supported by the terminal equipment used **(iii)** activity and intensity of traffic carried in the cell's coverage area

(iv) **(iv)** network coverage in that zone or location **(v)** use inside buildings or indoor areas **(vi)** simultaneous use of other applications **(vii)** operating system and configurations of the terminal equipment used to access the Service **(viii)** specifications of the servers used and capacity of the networks connecting these servers to the Internet **(ix)** other factors unrelated to NOS, namely atmospheric conditions.

3.12. Customers shall be able to exercise their right to access information and content and to distribute them, as well as to use and provide applications and services or, even, to use terminal equipment of their choice, through their Internet access service, regardless of their location, or the location, origin or destination of the information, content, application or service, even in case of deviations, such as provided for in paragraph 4 of article 4 of (EU) Regulation 2015/2120 of the European Parliament and of the Council, of 25 November 2015, said rights, may, however, be temporarily restricted under those circumstances, with the exception of the right to use terminal equipment of their own choosing (which shall not, under any circumstances, be affected).

3.13. Should the discrepancy provided for

in paragraph 4 of article 4 of (EU) Regulation 2015/2120 of the European Parliament and of the Council, of 25 November 2015, occur, the Customer may, without prejudice to the mechanisms provided for in Clause

19 of the Terms, complain to NOS, specifying and substantiating the grounds for complaint, addressed to Apartado 52111, EC Campo Grande, 1721-501 Lisboa, through the customer support service numbers 931 699 000 or 16990, or other that may replace it, or at a NOS shop.

3.14. Unless otherwise established in the specific conditions of the Service in question, the Customer may only request the downgrade or upgrade of Internet Services once per month.

3.15. Traffic consumption will be billed according to the price applicable to the Service active on the date the consumption was made, meaning that upgrading to a Service with higher traffic limits does not relieve the Customer from paying for additional consumption made within the scope of the Service active before the upgrade.

3.16. Without prejudice to the provisions of the previous paragraph, the Customer acknowledges and accepts that the upgrade or downgrade of an Internet Service may be associated with the debit of a specific additional amount defined in the Tariff Plan and/or a new loyalty period, depending on the Service subscribed.

4. NOS' AND THE CUSTOMER'S RESPONSIBILITIES

4.1. NOS does not control the contents hosted and/or transmitted over the Internet, therefore does not accept any responsibility for these contents, even if they violate the Customer's rights, or for any damages that may arise to the Customer due to the use of the Internet, including those resulting from data loss or misplacement, viruses or incorrect configuration of equipment and/or computer programs, except when such responsibility arises from the application of mandatory legal provisions.

4.2. The Customer acknowledges its responsibility for the use of the Service, undertaking to compensate NOS for damages resulting from improper use of the Service and for all expenses or charges that NOS comes to bear as a result of said use.

4.3. NOS reserves the right to remove or block access to any content made available by the Customer that is manifestly illegal or gives rise to well-grounded suspicions of illegality, particularly when such removal or blocking is requested by third parties based on their illicitness.

4.4. The Customer may not, even if merely attempted, act illegally through the Service, and in particular may not attack

or illicitly access the network or systems of NOS or third parties, or illicitly use resources of third party systems, even if this does not cause any damage, by means that include, among others, phishing, smishing, vishing, spoofing, spam, mail bombing, hacking, obtaining root access, tsunami, flood bots, nuke, flash, packet sniffers and flood pings or other types of activities that may cause damage to NOS or third parties. Access to the Service must be in accordance with the provisions of the Acceptable Use Policy available for consultation at www.nos.pt

5. CONTRACT DURATION AND CONTRACT TERMINATION PROCEDURES

5.1. For the purposes set out in paragraph 4.1. of the Terms, the Contract for each Service has a minimum initial duration set out in the Form and the CST, with automatic renewal for periods of 1 (one) month unless it is terminated by either party by informing the other party in writing, with at least 1 (one) month notice regarding the end date of the initial period of the Contract or any of its renewal periods. Paragraph 4.2 of the Terms is applicable, with the necessary adaptations.

5.2. When applicable, the set of special conditions granted by NOS to the Customer within the scope of this Contract, namely as pertains to the transfer of equipment and/or the agreed tariff plan (fixed monthly part ("Monthly fee") and variable part), shall bind the Customer to timely fulfill the Contract, for the period defined in the "Loyalty Period" field of the Form.

5.3. Should the Customer fail to punctually comply with the Contract, NOS may, by means of a simple written communication, made within 10 (ten) days after the invoice's due date, determine the consequence of non-payment, namely suspension of the Service for a period of 30 (thirty) days and automatic termination of the Contract in case non-compliance persists after that period expires and the Customer has no further means to prevent it.

5.4. Should contract suspension and termination as provided for in the previous paragraph occur, NOS may demand payment of charges due for the early termination of the Contract during the loyalty period, as provided for in the Terms that shall be calculated in accordance with the LCE. The termination of the Contract shall not have retroactive effects and therefore shall not affect NOS' right to receive the amounts due for the provision of services up until the moment termination takes effect. However, the provisions do not prevent NOS from claiming compensation for excess damage.

5.5. The provision of services shall be restored and no charges shall be due

If the Customer pays the amounts initially overdue within the period of 30 (thirty) days granted for this purpose under the terms of paragraph 5.3. of this clause.

5.6. Failure to pay the amounts initially overdue within the period provided for in the previous paragraph, shall cause arrearage to become effective breach and the Contract shall be automatically terminated, without prejudice to NOS' right to receive the amounts above-mentioned in paragraph 6.4.

5.7. In addition to the amounts due as per the terms in this clause, compensation shall be due for expenses borne by NOS in the course of the extrajudicial or judicial debt collection process, as reparation for breach of the obligation to perform timely payment.

5.8. Customers may access updated information regarding the elapsed loyalty period and the amount to be paid in case of early termination of the Contract on its own initiative, through the monthly invoice, if applicable, or the Customer support service 931 699 000 or 16990.

5.9. The contract termination request for ending the loyalty period in force, referred to in the previous paragraph, shall contain the identification elements of the Customer, the Service(s) or Contract(s) that S/he intends to terminate, said request being signed by the Customer, in accordance with the identification document, a copy of which shall be attached, or by a representative with powers for this purpose, in which case, in addition to the identification document, proof of the powers of representation shall be provided. Should the signature be recognized in a legally accepted form or the termination request be delivered by means of the Customer reserved area accessible by means of the website www.nos.pt, enclosing a copy of the identification documents is not required.

5.9.1. Customers may convey requests for contract termination, which shall fulfill the requirements set out in the previous paragraph, to NOS, by registered letter with acknowledgment of receipt, addressed to Apartado 52111, EC Campo Grande, 1721-501 Lisboa, at a NOS store, via the Customer Area, or by any other means that may be created for this purpose. Customers may find additional information on ways to terminate the Contract at <https://www.nos.pt>

5.9.2. Upon receipt of the contract termination request under the terms set out in this clause, NOS shall acknowledge its good reception to the Customer, within a period of 5 (five) working days, by one of the means provided for in clause 17. of the Terms.

5.9.3. Should the contract termination request fail to comply with the provisions in this clause, in particular due to missing information or lack of required documentation,

NOS shall convey this fact to the Customer, within 3 (three) working days after receiving the request, by one of the means provided for in clause 17. of the Terms, and the Customer shall deliver the missing information or documentation within 30 (thirty) business days, after which, should the Customer have failed to comply, the request shall be considered expired.

5.9.4. The contract termination request accepted by NOS under the terms of sub-paragraphs 5.9.2. or

5.9.3. of this clause shall become effective by the end of the notice period specified in paragraph 1 of this clause. The Customer shall remain liable for the timely payment during this period of any amounts due for the Service and the assigned equipment, notwithstanding the Customer's obligation to return NOS' equipment, under the terms set out in the Contract.

5.10. The provisions in paragraphs 5.9 and 5.9.1 of this clause apply, with the necessary adaptations, to Customer initiated requests for Contract termination, the Customer shall also provide grounds for said Contract termination request.

5.11. Once NOS has received the request for termination of the Contract, in accordance with the provisions of subparagraph 5.9.1. of this clause, NOS, shall, within a period of 3 (three) working days, acknowledge its reception or request missing information or documents, by one of the means provided for in clause 17. of the Terms.

5.12. Termination of the Contract during the loyalty period, on the Customer's initiative, shall require payment to NOS of the amounts mentioned in the terms of this Contract, namely in paragraph 5.4. of this clause.

6. CONNECTION AND SERVICE RESTORATION LEVELS

For the purposes of paragraphs 8.2. and 8.4. of the General Terms, NOS shall ensure the following levels of quality of service:

a) maximum time for initial activation of the Service: 48 (forty-eight) hours, counting from the date of Commercial Availability of the Service, under the terms defined in clause 2. above;

b) in the event of faults for which NOS is responsible and cause interruptions to the provision of the Service, NOS shall restore the Service within a maximum period of 48 working hours from the moment NOS becomes aware of the fault, except where this is shown to be technically impossible.

SPECIFIC CONDITIONS OF THE FIXED VOICE SERVICE

1. SERVICE

For the due purposes of the General Terms (Terms"), namely paragraph 1.1., the Service corresponds to a voice communications service accessible exclusively at the address indicated by

the Customer, through a compatible terminal and after the assignment of a geographic telephone number in accordance with the National Numbering Plan. The Service can be provided through the NOS distribution network, through voice over IP technology or, alternatively, using wireless technology, in which case mobile frequencies and technologies are used, with the inherent possible limitations of indoor access (possible difficulties in capturing a network signal resulting from outdoor coverage, equivalent to those registered in networks for the provision of mobile telephone service, particularly in basement areas or underground garages or arising from the characteristics of buildings and occasional difficulties in accessing the Service at certain times or peak traffic areas), allowing the Customer to make and receive national and international calls, access additional services and facilities described in the product description leaflets that may have been delivered to the Customer at the time of subscription for the type of Service that has been subscribed, as well as additional services and facilities to which the Customer has subscribed in the Subscription Form ("**Form**") or as described in the Contract Summary Template ("**CST**"), or, subsequently, pursuant to paragraph 2.5. of the Terms and also access emergency numbers, with emergency services accessing geographic location information in the case of calls made to the emergency number 112.

2. CONTRACT DURATION AND CONTRACT TERMINATION PROCEDURES

2.1. The Contract shall have a minimum initial duration in accordance with the loyalty period stipulated in the Form or CST whose existence in the case of a consumer Customer and, if applicable, micro-businesses, small businesses or non-profit organizations, shall require provision of duly identified and quantified consideration(s), including subsidized terminal equipment, service installation, when applicable, service activation or other promotional conditions. After the loyalty period indicated on the Form or in the CST expires, the Contract shall be automatically renewed for successive periods of 1 (one) month unless terminated by either party, by simple written communication to the other, at least 1 (one) month in advance of the expiry of the initial period of the Contract or any of its renewals.

2.2. Should the Customer fail to punctually comply with the Contract, NOS may, by means of a simple written communication, made within 10 (ten) days after the invoice's due date, inform the Customer of the

consequences of non-payment, namely the suspension of the Service for a period of 30 (thirty) days and the automatic termination of the Contract if the non-compliance continues after that period, and the means available to the

Customer to avoid said consequences.

2.3. Should contract suspension and termination as provided for in the previous paragraph occur, NOS may demand payment of charges due for the early termination of the Contract during the loyalty period, as provided for in the Terms that shall be calculated in accordance with the LCE. The termination of the Contract shall not have retroactive effects and therefore shall not affect NOS' right to receive the amounts due for the provision of services up until the moment termination takes effect. However, the provisions do not prevent NOS from claiming compensation for excess damage.

2.4. The provision of services shall be restored and no charges shall be due if the Customer pays the amounts mentioned above within the 30 (thirty) days granted for this purpose under the terms of paragraph 3.1 of this clause.

2.5. Failure to pay the amounts initially overdue within the period provided for in the previous paragraph, shall cause arrearage to become effective breach, after which the Contract shall be automatically terminated without prejudice to NOS' right to receive the amounts mentioned in paragraph 3.2 above.

2.6. In addition to the amounts due as per the terms in this clause, compensation shall be due for expenses borne by NOS in the course of the extrajudicial or judicial debt collection process, as reparation for breach of the obligation to perform timely payment.

2.7. Customers may access updated information regarding the elapsed loyalty period and the amount to be paid in case of early termination of the Contract on its own initiative, through the monthly invoice, if applicable, or the Customer support service 931 699 000 or 16990.

2.8. During the loyalty period, for termination of the contract and the request to unlock the equipment, NOS shall charge the Customer a consideration calculated in accordance with the terms set out in the LCE and Law Decree 56/2010, of June 1st.

2.9. The contract termination request for ending the loyalty period in force, referred to in the previous paragraph, shall contain the identification elements of the Customer, the Service(s) or Contract(s) that S/he intends to terminate, said request being signed by the Customer, in accordance with the identification document, a copy of which shall be attached, or by a representative with powers for this purpose, in which case, in addition to the identification

document, proof of the powers of representation shall be provided. Should the signature be recognized in a legally accepted form or the termination request be delivered by means of the Customer reserved area accessible at www.nos.pt, enclosing a copy of the identification documents is not required.

2.9.1. Customers may convey requests for contract termination, which shall fulfill the requirements set out in the previous paragraph, to NOS, by registered letter with acknowledgment of receipt, addressed to Apartado 52111, EC Campo Grande, 1721-501 Lisboa, at a NOS store, via their Customer Area, or by any other means that may be created for this purpose. Customers may find additional information on ways to terminate the Contract at <https://www.nos.pt>.

2.9.2. Upon receipt of the contract termination request under the terms set out in this clause, NOS shall acknowledge its good reception to the Customer, within a period of 5 (five) working days, by one of the means provided for in clause 17. of the Terms.

2.9.3. Should the contract termination request fail to fulfill the provisions in this clause, namely due to incomplete information or lack of required documentation, NOS shall convey this fact to the Customer, within a period of 3 (three) working days after the request is received, by one of the means provided for in clause 17. of the Terms, and the Customer shall provide the missing information or document(s) within 30 (thirty) working days, should the Customer fail to comply within this period, the request shall be deemed to have expired.

2.9.4. The contract termination request accepted by NOS under the terms of paragraph 2.9.2. or paragraph 2.9.3. shall take effect at the end of the prior notice period provided for in paragraph 2.1. , the Customer remaining liable for the timely payment of the amounts due for the Service and the assigned equipment during this period, notwithstanding the Customer's obligation to return NOS' equipment under the terms set out in the Contract.

2.9.5. The provisions in paragraphs 2.9 and 2.9.1 of this clause apply, with the necessary adaptations, to Customer initiated requests for Contract termination, the Customer shall also provide grounds for said Contract termination request.

2.10. Once NOS has received the request for termination of the Contract, in accordance with the provisions of paragraph 2.9.1. of this clause, NOS, shall, within a period of 3 (three) working days, acknowledge its reception or request missing information or documents, by one of the means provided for in clause 17. of the Terms.

2.11. Termination of the Contract during the

loyalty period on the Customer's initiative shall require payment to NOS of the amounts mentioned in the

terms of this Contract, namely those set out in paragraph 2.3. of this clause.

2.12. The provisions set out in sub-paragraph 2.9.5 shall not apply to termination requests related to portability requests.

3. TERMS FOR ACCESS AND USE OF THE LANDLINE SERVICE

The possibility of providing the Service depends on:

a) correct identification of the Customer and the telephone address;

b) non-existence of connections on the RITA/ITED network at the installation address indicated by the Customer to public switched telephone networks used by other operators to provide voice services when these connections are likely to interfere with the quality of the Voice Services provided by NOS;

c) the Customer must have terminal equipment whose compatibility with the Service has been confirmed by NOS or by a supplier, agent or distributor duly appointed or authorized by NOS;

d) the address for the telephone associated to the Service and its respective use must be within an area with NOS coverage as indicated by the customer support services or at www.nos.pt at an address that appears in the promotional and informative materials.

3.1. The use of the Service implies that the Customer is in the area of residence associated with the respective geographic numbering.

3.2. Whenever the terminal equipment referred to in paragraph c) of this clause is transferred to the Customer by NOS, its ownership remains with NOS but, during the term of the Contract, it will be under the care and responsibility of the Customer for access to the Service. NOS reserves the right to disconnect it or remove it from service in the event of improper or abusive use.

3.3. The equipment provided by NOS may be configured by NOS in order to ensure the security and reliability of the Service, as well as its exclusive use to access the Service.

3.4. After termination of the Contract, regardless of the reason, the Customer must return the equipment to NOS within 10 (ten) days. Failure to return the equipment on the terms and within the deadline indicated by NOS shall result in the Customer's obligation to compensate NOS in an amount equivalent to the replacement value of the equipment in question, without prejudice to the obligation of returning said equipment.

4. CONNECTION AND SERVICE RESTORATION LEVELS

4.1. For the purposes of the provisions of paragraphs 8.2. and 8.4. of the Terms, NOS will ensure the following

service quality levels:

a) maximum time for initial activation of the Service: 48 hours, counting from the date of Commercial Availability under the terms defined in clause 2. above;

b) in the event of faults for which NOS is responsible and cause interruptions to the provision of the Service, NOS shall restore the Service within a maximum period of 48 working hours from the moment NOS becomes aware of the fault, except where this is shown to be technically impossible.

4.2. Without prejudice to the provisions of paragraph b) of the previous clause, the Customer acknowledges and accepts that telephone landlines and mobile networks constitute public electronic communications networks capable of being used by several users and, as such, subject to IT and traffic overloads, therefore NOS cannot guarantee the use of Voice Services supported on GSM technology without interruptions, loss of information or delays, and it is also not possible for NOS to guarantee the quality of the interconnection of the GSM network to landline-based telephone networks or national mobile networks.

5. SERVICE TARIFF PLAN

Customers may obtain updated information regarding tariff plans in force at any given time at www.nos.pt or through the customer support numbers 931 699 000 or 16990.

6. SERVICE COVERAGE

Detailed information regarding Service coverage areas is available at the email address www.nos.pt or through the customer support numbers 931 699 000 or 16990.

7. ACCESS CONDITIONS TO AUDIOTEXT SERVICES

NOS guarantees that national audio text services that may be supported by the Service or its network are, as a rule, barred and free of any charges, except if they are generically or selectively activated upon written request by the Customer to that effect; televoting audio text services, as well as international audiotext services, are excluded from the provisions of the initial part of this clause.

8. PORTABILITY

8.1. If you wish to transfer your number from another operator to NOS under the portability rules set out in the LCE and the Portability Regulations, you must submit the request for this purpose. The Customer shall bear any associated charges.

8.2. In the event of number portability that depends on physical intervention on the network that supports the service to be provided, NOS ensures the effective transfer of the number in the shortest possible time;

in cases where portability does not depend on physical intervention on the network, NOS ensures its implementation as established in the portability request and complaint statement.

8.3. Without prejudice to the provisions of the previous paragraph, in the event of non-compliance with the deadline defined for carrying out portability, the Customer is entitled to compensation in the amount of €2.5, per number, for each full day of delay.

8.4. In case of interruption of the service provided through the number for which portability was requested, after the portability request, the Customer shall be entitled to a compensation in the amount of €20 per number for each day of interruption, up to a maximum of €5,000 per portability request.

FREE RESOLUTION FORM TEMPLATE

(as per annex to Decree-Law 24/2014)

(You should only fill out and return this form if you wish to terminate (quit) the contract during the 14 or 30 day period of free termination, depending on the case. Please contact Customer service for any information on filling in procedures and/or address for sending the form.)

- To [insert the employee's name, geographic address and, if applicable, fax number and email address here]:

- I/we* hereby declare (*) that I/we* have decided to resolve my/our (*) purchase and sale agreement regarding the following goods/ the provision of the following service (*)

- Requested on (*)/received on (*)

- Name of consumer(s)

- Address of the consumer(s)

- Identification document number

- Taxpayer number

- International Bank Account Number – IBAN (refund of any amounts will be made via wire transfer to the indicated IBAN, or, in the absence of an indication of the IBAN, by bank check)

- Signature of the consumer(s) (only if this form is presented on paper)

(*) Cross out the option that does not apply

NOS SUPPORT LINES

1. Customer service lines

931699000: A call to 931 699 000 costs the same as a call to the national mobile network.

16990: from the NOS network, calls to 16990 are free for automated response, sales and technical support (between 7:00 am and 2:00 am).

The remaining assisted support has the cost of a call outside the package subscribed to the NOS network, up to a maximum of €1.5.

If your tariff plan includes minutes for the NOS network, the cost is €0.20/min up to a maximum of €1.5.

From other networks: €0.51/min. Prices include VAT.

From abroad: Cost of an international call.

2. Specialized lines

Portability information – 1242: Litigation line – 800

932 900: free line

